

ASK LOCALA INC.- GENERAL TERMS AND CONDITIONS OF SALE

1 PURPOSE – ACCEPTANCE – CONFIRMATION

1.1 **ASK LOCALA INC.**, a corporation incorporated under the laws of the State of New-York, registered under DOS ID No. 4354908, having its registered office at 55 East 59th Street, 9th floor, Suite 15, New York, NY (10022), United States, hereinafter referred to as “**ASK LOCALA**,” provides a mobile advertising service that enables Advertisers to optimize the execution of their mobile advertising campaigns (hereinafter the “**Services**”). For purposes of this document, Ask Locala acts in its own name and on its own behalf, as well as in the name and on behalf of its parent company, Ask Locala SAS, a single-member simplified joint-stock company registered with the Paris Trade and Companies Register under number 534 318 415, having its registered office at 32, boulevard Haussmann, Paris (75009), VAT number FR90534318415, hereinafter “**LOCALA**”.

1.2 These General Terms and Conditions of Sale (hereinafter the “**GTC**” or “**General Terms and Conditions of Sale**”) and the Purchase Order set forth the conditions under which the Services are provided by Ask Locala to the Client.

1.3 The Purchase Order, these GTC, and their appendices are hereinafter collectively referred to as the “**Agreement**”. The issuance of a Purchase Order to the Client and the signature of such Purchase Order by the Client or its Agent constitute the Advertiser’s full and unconditional acceptance of these GTC. These GTC shall prevail over any contrary provisions contained in documents of any kind issued by the Advertiser or its Agent (e.g., purchasing terms, commercial proposals, etc.). Accordingly, any contrary provision set out in any legal document of the Advertiser or its Agent shall be deemed unwritten, even if their own documents provide otherwise.

1.4 In the event of any inconsistency between a provision of a Purchase Order and a provision of these GTC and their appendices, the terms of the Purchase Order shall prevail.

1.5 Ask Locala reserves the right to amend and update these GTC at any time. Amendments shall take effect immediately and shall apply to any Purchase Order accepted or signed after their publication or notice to the Client, while the GTC in effect as of the signature date shall continue to apply to Purchase Orders currently being performed.

2 DEFINITIONS

For purposes of these General Terms and Conditions of Sale, the following terms, whether used in the singular or plural, shall have the following meanings:

- “**Advertiser**”: any natural person or legal entity, represented where applicable by its Agent, that appoints Ask Locala to distribute one or more Advertising Campaigns or Advertising Messages promoting its products and/or services and/or brand on digital media.
- “**Purchase Order/Insertion Order (IO)**”: the document prepared by Ask Locala and signed or accepted by the Advertiser and/or its Agent, legally binding the Parties and detailing the specific terms and conditions of the service ordered by the Advertiser or its Agent.
- “**Specifications**”: all technical requirements published for the Digital Medium and/or the Advertising Format of the Advertising Message, in terms of size and weight, which must be complied with by the Advertiser and its Agent.
- “**Advertising Campaign**”: the simultaneous delivery of a specific Advertising Message on a selection of Digital Media purchased by Ask Locala and covered by a single Purchase Order.
- “**Client**”: the Advertiser, represented, where applicable, by its Agent.
- “**Agreement**”: the contractual framework designated in Section 1.2.
- “**CPA**” or cost per action is a billing method for Ad Space or an Advertising Campaign on a Digital Medium, based on the number of times an Internet User activates an Advertising Format and completes a subscription, purchase, registration, or any other action jointly defined in advance with the Client.

- **“CPC”** or cost per click is a billing method that takes into account the number of Clicks recorded on the advertising format (text, image, video, etc.) displayed: o on a mobile website; or o on a social network; or o on a mobile application
- **“CPM”**: cost per thousand Advertising Impressions; it corresponds to the cost billed to the Client for one thousand Impressions and displays of the Advertising Message at 100% of its original size.
- **“Personal Data or Personal Information”**: means any information relating to an identified or identifiable natural person, directly or indirectly, regardless of the medium on which it is recorded and regardless of the form in which the information is accessible
- **“Agreement Data”**: means the non-personal data collected under the Agreement by Trackers that Ask Localahas or had placed in Advertising Messages (for example, collecting ad performance data without accessing the Internet User’s advertising identifier or IP address).
- **“Ask LocalaData”**: data used by Ask Locala to provide the Ask LocalaServices and that aggregates data from prior agreements, trusted third-party data, and other data resulting from Ask Locala Ltd’s activities.
- **“Ad Space(s)”**: advertising placements (pages, sections, etc.) on Digital Media sold by the publisher of such placement.
- **“Force Majeure”** means any event or sequence of events beyond a Party’s reasonable control preventing or delaying it from performing its obligations under the Agreement, provided that the affected Party could not have reasonably foreseen or avoided such event.
- **“Ad Formats”**: the various display and/or mobile ad formats defined based on the Advertiser’s specifications. They are defined by dimensions, file format, and file size.
- **“Internet User”**: a person using the Internet, regardless of the method of connection, the location, or the device used to establish such connection, and who is exposed to the Campaign.
- **“Agent”**: any legal entity or individual acting as an intermediary in the name and on behalf of the Advertiser under a written agency agreement for the purchase of Ad Space. A copy of the agency agreement or, failing that, an agency certificate must be sent to Ask LocalaAsk Localashall not be required to fulfill an order placed by an Agent whose status has not been demonstrated (as determined by Ask Locala in its sole discretion).
- **“Advertising Message”**: any message from the Advertiser inserted in a Digital Medium that is the subject of a Purchase Order and that may contain elements such as graphics, text, video, audio, and multimedia.
- **“Parties”**: means the parties to the Agreement, namely the Client and Ask Locala acting in its own name and on its own behalf.
- **“U.S. Privacy Laws”**: means all applicable United States federal and State laws and regulations relating to the privacy and security of Personal Information, including but not limited to the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act (CCPA/CPRA).
- **“Data Controller”** or **“Controller Organization”**: means, as such term is defined under applicable regulations, the legal entity which, alone or jointly with others, determines the purposes and means of the processing of Personal Data.
- **“RTB”**: a system for purchasing Ad Space through real-time bidding auctions for the Digital Medium in the Ad Format selected by the Advertiser or its Agent.
- **“Digital Medium/Media”**: means all websites and mobile applications (smartphones and tablets), Digital Out-of-Home (DOOH), and Connected TV, on which the Advertising Campaign is delivered.
- **“Trackers”**: cookies, tags, or other current or future technologies collecting browsing data on mobile devices and tablets or any other Digital Medium, for statistical or advertising purposes, without direct identification.

3 ADVERTISING CAMPAIGN

Ask Locala shall use the resources at its disposal to deliver the Advertising Campaigns in accordance with the conditions set out in the Purchase Order. In order to achieve the campaign objectives, Ask Locala may use any available digital marketing channels. For RTB (Real-Time Bidding) Advertising Campaigns, Ask Locala shall use its best efforts to deliver the volume stipulated in the applicable Purchase Order for the run period indicated in the Purchase Order. If the purchased volume is not consistent with the volume delivered at the end of the initially agreed period, Ask Locala

shall invoice on a pro rata basis based on the objectives achieved, or the Parties may agree to extend the campaign.

4 PURCHASE ORDERS

4.1 ISSUANCE OF A PURCHASE ORDER

Purchase requests shall be sent to Ask Locala by email.

4.2 PURCHASE CONFIRMATION

(a) Ask Locala reserves the right to accept or reject a purchase request. When a Client has expressed a desire to benefit from the Services, Ask Locala shall send the Advertiser or its Agent (as applicable) a Purchase Order, which may specify, in particular :

- (i) The name and contact details of the Advertiser ;
- (ii) If applicable, the name and contact details of the Agent, in the event that the purchase of Ad Space via the signing of the Purchase Order is carried out by the latter ;
- (iii) The brand, product, or Service to be promoted ;
- (iv) The targeting criteria for Internet users, Advertising Messages, or the Advertising Campaign, and the quantified delivery volume objective to be delivered over the run period ;
- (v) The desired Ad Format ;
- (vi) the start date of delivery and the end date of the Advertising Campaign; and
- (vii) the net amount payable in accordance with the prices agreed between Ask Locala and the Advertiser or its Agent.

(b) The Purchase Order sent by Ask Locala shall be valid and open for acceptance by the Advertiser or its Agent for fifteen (15) calendar days from its date of issuance by Ask Locala, it being understood that it must always be returned no later than five (5) Business Days before the proposed start date of delivery of the Advertising Campaign or the Advertising Message, together with the following :

- (i) The relevant Advertising Message, including the advertising creative elements as well as the technical documents that the Advertiser or its Agent wishes to include, the technical characteristics of which comply with the Specifications applicable to the relevant Digital Medium(ia) and Ad Format(s); and
- (ii) A copy of the agency agreement or, failing that, an agency authorization certificate, in the event of an order placed by an Agent.

To be deemed valid, the power of attorney must in particular make it possible to prove the identity of the Parties, their legal capacity, their consent, as well as the scope of the authority granted to the Agent. Compliance with these criteria shall be assessed by Ask Locala.

4.3 REJECTION OF PURCHASE ORDER

(a) Ask Locala shall under no circumstances be required to perform Purchase Orders that are not signed by the Advertiser or its Agent, or for which it has not received a copy of the power-of-attorney agreement, or, failing that, a power-of-attorney certificate compliant with the provisions of Article 4.2(b).

(b) Ask Locala reserves the right, at any time, to refuse to perform any advertising instruction or to suspend any advertising instruction, without incurring any liability toward the Advertiser or its Agent if :

- (i) the Client does not comply with the Specifications and/or Ask Locala's editorial policy or that of the Digital Medium, and/or the IAB guidelines, and/or
- (ii) such instructions are likely to harm, in any way whatsoever, the image or interests of Ask Locala (or any of its affiliated companies or entities) and/or the Digital Medium.

5 AGENT (IF APPLICABLE)

5.1 The Advertiser shall comply with the commitments entered into by its Agent. The Purchase Order is specific to the Advertiser, may not be amended without Ask Locala's written authorization, and may not under any circumstances be transferred by the Advertiser or the Agent to any third party.

5.2 If the Agent is changed or revoked during the performance of the Purchase Order, the Advertiser shall immediately notify Ask Locala in writing (with acknowledgment of receipt), such change or revocation taking effect only as of the date Ask Locala receives the applicable valid notice. For the avoidance of doubt, as of the effective date of the Agent's revocation, the Advertiser remains personally obligated to satisfy the obligations set forth in the Purchase Order.

5.3 Notwithstanding any other provision of this Agreement, the Agent and the Advertiser shall in all events remain jointly and severally liable toward Ask Locala for the performance of all obligations, commitments, and warranties incumbent upon the Advertiser, the Client, and the Agent under these GTC (General Terms and Conditions of Sale), the Specifications, and any Purchase Order, including, in particular, the performance of all payment commitments and obligations of the Advertiser and/or the Agent.

6 POSTPONEMENT OR CANCELLATION BY THE CLIENT

6.1 The Client may cancel or postpone any Purchase Order no later than three (3) Business Days before the start date of publication (as defined in the Purchase Order) by written notice to Ask Locala, without penalty. In the event of a cancellation or postponement request made less than three (3) Business Days before the start date of publication, the Client shall owe a cancellation fee equal to 20% of the total amount of the Purchase Order. Such cancellation fee shall be invoiced in accordance with the conditions set forth in Article 13.4 of these GTC.

6.2 In the event of a request for cancellation, in whole or in part, made after the start of the Campaign, the Client shall remain liable for the amounts corresponding to the Services actually performed. The amount due shall be calculated on a pro rata basis based on the volumes delivered (in particular, on the basis of Impressions served) up to the effective date of the cancellation.

6.3 Any notice under this Article 6 may be delivered by email, subject to the express condition of obtaining an electronic acknowledgment of receipt from Ask Locala

7 AVAILABILITY OF AD SPACE AND DEFERRED DELIVERIES

7.1 Ad Space is always offered by Ask Locala to the Client subject to availability at the time the Purchase Order is accepted and/or on the scheduled delivery date(s). If Ask Locala is unable to deliver all or part of the Advertising Campaigns or Advertising Messages for reasons beyond its control, the Parties shall agree on a new delivery date or terminate the Purchase Order, in which case the Client shall be liable for the amounts set out in the Purchase Order on a pro rata basis for the Services actually provided (or, for the avoidance of doubt, by its agent(s) and any interested third party).

7.2 In addition to the cases provided for in Article 4 hereof, Ask Locala may postpone or cancel the Advertising Campaign, without incurring liability, for the following reason :

- (a) following a request from the Digital Medium ;
- (b) in the event publication is impossible (technical difficulties), resulting in particular from the Advertising Campaigns or Advertising Messages not complying with the Specifications ;
- (c) as a result of an order issued by official authorities; or
- (d) in the event of Force Majeure preventing delivery of the Advertising Campaign.

In any event, Ask Locala shall inform the Advertiser or its Agent without delay.

8 ADVERTISING MESSAGE

8.1 The Advertising Message and its delivery by the Client to Ask Locala must comply with the terms and conditions of this Agreement, including, in particular, this Article 8.

8.2 The Client undertakes to collaborate with Ask Locala to enable the latter to ensure the proper execution of the Advertising Campaign and/or the Advertising Message. If the Client does not provide the information requested by Ask Locala that is necessary to perform the Advertising Campaign within seven (7) days from the request, the Campaign shall be deemed cancelled at the Client's initiative and the Client shall immediately be liable for the amounts set out in the Purchase Order on a pro rata basis for the Services actually provided.

8.3 The Client hereby warrants, represents, and confirms that it is and shall remain the legal and beneficial owner of its trademarks, its logos, and the Advertising Message (including all related intellectual property rights).

8.4 During the term of the Agreement, the Client grants, free of charge, to Ask Locala a worldwide license to use, distribute, and publicly display the Advertising Message, which may be sublicensed to third parties solely for the purpose of enabling its dissemination on Digital Media. In particular, the Client grants the right to adapt and modify the technical characteristics of the Advertising Message in order to adapt it to the Ad Formats and/or the Digital Media.

8.5 The Client hereby warrants, represents, and confirms that :

- (a) all Advertising Messages comply with all applicable laws and regulations, and
- (b) it holds all intellectual property rights required for Ask Locala to disseminate the Advertising Message, and that such use does not, under any circumstances, infringe any third-party rights.

8.6 Ask Locala disclaims all liability in relation to Advertising Messages disseminated on Digital Media, as such dissemination is exclusively the responsibility of the Advertiser (and, where applicable, jointly and severally with its Agent). Consequently, the Advertiser and its Agent shall, jointly and severally, hold Ask Locala harmless against any dispossession or adverse judgment. They shall indemnify Ask Locala for all losses suffered and costs incurred in its defense, including attorneys' fees and court costs.

8.7 The Client undertakes to provide Advertising Messages free of viruses and/or any other similar element that may affect said Advertising Messages. In the event of hacking, the Client undertakes to remove the hacked Advertising Message. In any event, Ask Locala may, without delay or prior notice, remove any hacked Advertising Message, or any Advertising Message containing a virus or similar element, without prejudice to any subsequent damages; in such case, the Client may not claim any compensation as a result of such removal.

8.8 Ask Locala reserves the right to refuse any Advertising Message whose content is contrary to applicable regulations or standards of public decency, as well as any Advertising Message likely to disturb public order.

9 STATISTICS AND ADVERTISING CAMPAIGN IMPLEMENTATION REPORT

9.1 Data generated by Ask Locala's measurement tools alone shall be binding between the Parties to determine the volume of messages disseminated. Such data constitute the only acceptable and enforceable calculation method for establishing invoicing for the Advertising Campaign. The Client agrees that Ask Locala's statistics are final and shall prevail over any other data, including, in particular, data that the Client may have collected by inserting trackers in accordance with Article 10 hereof. Ask Locala shall allow the Client to access its online reporting tool for the Advertising Campaign.

9.2 By way of exception, the Parties may agree in writing, prior to the launch of the Campaign, to refer to the statistics of a trusted third party. In such case, use of this third-party measurement tool must be expressly stated in the Purchase Order, and all costs related to the implementation and use of such third-party tool shall remain the sole responsibility of the Client.

9.3 At the end of the Advertising Campaign, a final report shall be sent to the Client. This report shall serve as the basis for issuing the corresponding invoice, prepared and sent by Ask Locala. On pain of inadmissibility, any claim must be notified by registered mail or email to the customer service department of Ask Locala no later than 30 days following the broadcast of the advertisement. The notice must specify in detail the grounds for the dispute. Invoicing shall occur under the conditions set forth in Article 13 below.

10 PERSONAL DATA

10.1 Independent Data Controllers :

Under these GTCs (General Terms and Conditions of Sale), each Party acts as a Data Controller with respect to the processing of Personal Data, under the following conditions :

- When collecting and processing Personal Data for the provision of the Services, Ask Locala acts as the Data Controller (it being specified that, in this context, Ask Locala acts as a Joint Controller with Ask Locala SAS).
- When the Client provides Personal Data (e.g., audience data) to Ask Locala or receives Personal Data from Ask Locala, it acts as the Data Controller.

Accordingly, each Party shall ensure, under its sole responsibility, that it complies with the obligations provided for by the applicable local regulations relating to Personal Data, in particular with respect to maintaining a record of processing activities, informing individuals concerned by the processing of Personal Data and, where applicable, obtaining their consent, as well as processing Personal Data arising from Interactive Advertising Messages.

10.2 Collection and Processing of Personal Data: Ask Locala undertakes to collect and process personal data in accordance with the U.S. Privacy Laws.

While Ask Locala adheres to international best practices, including the principles of the IAB Europe Transparency and Consent Framework (TCF) for cross-regional consistency, it specifically commits to maintaining compliance with United States standards and industry-recognized consent management mechanisms applicable in the United States.

10.3 To learn about the terms governing the processing of Personal Data, the Privacy Policy of Ask Locala may be consulted on the following web pages :

- For individuals located in the United States: <https://asklocala.com/en/privacy-policy-advertising-us/>
- For individuals located in the United Kingdom: <https://asklocala.com/en/privacy-policy-advertising-uk/>
- For individuals located in Canada: <https://asklocala.com/en/privacy-policy-advertising-canada/>
- For individuals located in France:
https://asklocala.com/fr/traitements-publicitaires-france/?utm_feeditemid=&utm_device=c&utm_term=locala&utm_source=google&utm_medium=ppc&utm_campaign=branding-locala-fr
- For individuals located in Europe:
https://asklocala.com/en/privacy-policy-advertising-group/?utm_feeditemid=&utm_device=c&utm_term=locala&utm_source=google&utm_medium=ppc&utm_campaign=branding-locala-fr
- For individuals located in the United Arab Emirates: <https://asklocala.com/en/privacy-policy-advertising-dubai/>
- For individuals located in Singapore: <https://asklocala.com/en/privacy-policy-advertising-singapore/>

10.4 Transfer of Personal Data by the Client to Ask Locala: The Client warrants that the Personal Data disclosed or transferred to Ask Locala, directly by it or through a third party acting on its instructions, were collected in compliance with the obligations incumbent on it under applicable local regulations, in particular with respect to the measures necessary to inform and obtain the express consent of Internet Users.

10.5 Integration of Trackers by the Client

The Client expressly undertakes to

- (a) not integrate Trackers into the concepts and Advertising Messages that it sends to Ask Locala with the intent to collect Internet Users' connection data without having informed Ask Locala beforehand,
- (b) comply with the obligation to inform and obtain the consent of Internet Users incumbent on publishers of websites, operating systems, applications, social networks, and publishers of audience measurement solutions, in accordance with all applicable laws and regulations, where the Client wishes to integrate its Trackers into the Advertising Messages, and
- (c) not to transmit to Ask Locala any Personal Data derived from Trackers if such data have not been collected and processed in compliance with applicable regulations.

Ask Locala may implement, at its sole discretion, any measure it deems necessary to prevent the integration of Trackers into the Advertising Messages, or to modify their initial settings, including, in particular :

- (a) in the event of the Client's failure to comply with its legal or regulatory obligations that could give rise to Ask Locala's own liability; and/or
- (b) in the event of a technical failure relating to the integration of Trackers that jeopardizes the security of the relevant Digital Medium.

In this context, Ask Locala may also request that the Client modify and/or disable the Trackers inserted in the Advertising Messages.

10.6 Where the Parties have agreed not to use Ask Locala's tracking tool referred to in Article 9.1, the Client shall make available to Ask Locala a tracking tool enabling Ask Locala to access the data collected using Trackers inserted in the advertising concepts, including those of the Advertising Messages. If such tool is not provided, Ask Locala reserves the right to interrupt the Advertising Campaign at any time after informing the Client.

10.7 Where the Parties have agreed not to use Ask Locala's tracking tool referred to in Article 9.1, the Client shall be responsible, at its own expense, for the proper operation and security of the tracking tool, including, in particular, correcting as soon as possible any malfunction reported by Ask Locala to the Client.

10.8 Without prejudice to the indemnity provided for in Article 15 hereof, the Client shall indemnify Ask Locala against all losses, costs, liabilities, administrative penalties, damages, and expenses (including legal fees) and shall hold it harmless from any consequences of claims and proceedings incurred and/or suffered by Ask Locala arising from the Client's fault or negligence.

10.9 Transmission of Personal Data by Ask Locala to the Client

In the context of the Services and at the Client's request, Ask Locala may transmit Personal Data to the Client, including the advertising identifier, only if the following three cumulative conditions are met :

- (a) the data subject has consented to the processing of their Personal Data for purposes of targeted advertising ;
- (b) the Client is expressly designated among the recipients authorized to receive the Personal Data ;
- (c) the Client undertakes to use the Personal Data solely to identify audience segments and to carry out targeted advertising.

As of the transfer of the Personal Data under the conditions set out above, the Client acts as the sole Data Controller for the processing it carries out on the Personal Data. Accordingly, it is the Client's responsibility to perform its own verifications, under its sole responsibility, that it is authorized to process the Personal Data, and Ask Locala shall not be held liable for any verification error made prior to the transfer of the Personal Data.

10.10 Withdrawal of consent by a Website User

In the event that a Website User informs Ask Locala that they no longer wish their Personal Data to be processed, Ask Locala:

- shall cease any processing of Personal Data linked to that advertising identifier, except to retain evidence of the processing if permitted to do so by applicable regulations ;
- if relevant and as applicable, shall inform the Client so that the Client ceases any processing related to such Personal Data.

10.11 Ask Locala and the Client warrant that they will ensure a high level of security and protection for Personal Data. Each Party undertakes to notify the other Party of any personal data breach whose scope affects any of the Personal Data processing carried out under the Agreement, as soon as it becomes aware of such breach and without undue delay.

11 INTELLECTUAL PROPERTY

11.1 Each Party shall remain the exclusive owner of the intellectual property rights it held prior to entering into this Agreement.

11.2 Ask Locala is the sole owner of all intellectual property rights relating to Ask Locala Services. This Agreement does not constitute any form of license or transfer of Ask Locala's know-how for the benefit of the Client.

11.3 The Client acknowledges and agrees that :

- (a) Ask Locala collects, uses, analyzes, and processes the Agreement Data, and combines it with Ask Locala Data in order to provide the Ask Locala Services as defined in this Agreement; and
- (b) Ask Locala combines and aggregates the Agreement Data with Ask Locala Data in order to improve the Ask Locala Services and Ask Locala's know-how.
- (c) Unless otherwise provided in the Purchase Order, any item resulting from or created in the performance of the Agreement shall belong to Ask Locala.

12 LIABILITY OF Ask Locala

12.1 Ask Locala markets a Service involving the delivery of advertising campaigns in advertising space purchased from third parties. Ask Locala is subject to a best-efforts obligation in providing the Services. Its liability may not be incurred, in particular, in the event of a technical failure or Service interruption attributable to digital media operated by third parties.

12.2 In no event shall Ask Locala be liable for the Services and/or content to which access is provided via hyperlinks made available by the Client.

12.3 The Client hereby agrees that all Digital Media may be subject to intrusions by unauthorized third parties and, as a result, may be corrupted, and that information on the Internet is not protected against third-party actions such as downloads, possible circumventions, or viruses, and that any third party may create hyperlinks.

12.4 Ask Locala does not guarantee the success of an Advertising Campaign or an Advertising Message, nor the results expected by the Client. Ask Locala does not guarantee any quantified results or any specific commercial success arising from the dissemination of an Advertising Campaign or an Advertising Message.

12.5 Subject at all times to Sections 12.6 and 12.7, Ask Locala's total aggregate liability arising out of this Agreement (whether in contract, tort, including negligence, or otherwise) shall not exceed an amount equal to the professional liability insurance coverage maintained by Ask Locala and actually available to be applied to the claim at issue. Ask Locala undertakes to maintain adequate liability insurance in force for the entire term of the Agreement.

12.6 Nothing in this Agreement excludes or limits the liability of either Party in respect of any claim:

- (a) for death or personal injury caused by that Party's negligence ;
- (b) arising from any fraud, including fraudulent misrepresentations made by that Party ;
- (c) for which liability cannot be limited or excluded by law; or
- (d) for any willful or intentional breach.

12.7 In no event shall Ask Locala be liable for indirect or consequential losses, including, without limitation, any loss of profit (direct or indirect), loss of customers, loss of business, loss of revenue, or loss of anticipated savings.

13 PRICES, PAYMENT, AND INVOICING

13.1 Prices offered by Ask Locala may include discounts.

13.2 The prices for Ask Locala's Services are therefore those indicated in the Purchase Order and shall remain valid for the term of the Agreement.

13.3 Prices are set in accordance with the invoicing terms defined in Sections 4 and 13 hereof, which include, in particular

- (a) cost per click (CPC) ;
- (b) cost per viewable thousand (CPM) ;
- (c) cost per visit (CPV) ;
- (d) cost per completed video view (CPCV) ;

13.4 Payment and invoicing. Unless otherwise agreed between the Parties, invoices shall be payable by check or bank transfer within a maximum of thirty (30) days from the invoice issue date. Invoices are issued by Ask Locala at the end of each calendar month during which the Campaign is broadcast. All payments must be made payable to “**Ask Locala**”.

13.5 Payment by an agent authorized to make payments :

- (a) If the Agent is formally authorized to make payments, including pursuant to an agency authorization certificate, the Agent must send Ask Locala a certified true copy of the original payment confirmation.
- (b) Use of a paying Agent does not modify the payment terms set forth in Section 13.4.
- (c) In all cases, the Advertiser remains liable for payment for the Services at the price set forth in the Purchase Order and for any other payment under this Agreement, and shall remain liable in the event of non-payment by the Agent it has appointed

14 LATE PAYMENT AND LATE PAYMENT PENALTIES

14.1 In the event of failure to comply with the payment terms for invoices issued by Ask Locala, and without prejudice to any other rights or remedies available to Ask Locala, Ask Locala may :

- Suspend, after written notice to the Client, performance of any Purchase Order then in progress. In such case, performance of the Purchase Order shall be suspended until the Client pays all sums due under the Agreement in full, and the Client shall not be entitled to any compensation from Ask Locala.
- Terminate the Agreement : If, after formal notice sent by registered letter with acknowledgment of receipt, the Client still fails to pay the sums due within ten (10) days from receipt of said formal notice, Ask Locala may terminate the Agreement. In this context, the price of the Services shall become immediately due and payable, and the Client shall pay the amounts set forth in the Purchase Order on a pro rata basis for the Services actually performed.

14.2 Failure to pay by the due date shall result in an immediate demand to pay all invoices issued, including those not yet due, as well as all amounts due for orders performed during the billing period and orders awaiting broadcast.

14.3 Any failure to pay by the due date shall result in forfeiture of the payment terms that Ask Locala may have granted to the Client.

14.4 Any sum unpaid as of the due date stated on the invoice shall bear interest at local reference rate business loan prime rate plus ten percent (10%), in addition to collection costs.

14.5 As of the day following the due date and by operation of law, and in addition to late-payment penalties, a \$40 collection fee shall be due; an additional indemnity may be claimed upon supporting documentation.

15 LIQUIDATED DAMAGES CLAUSE

In the event of a dispute or legal action initiated to recover payments, the Client undertakes to pay, in addition to the principal, interest, costs, fees, and expenses customarily and legally borne by the client, an indemnity equal to fifteen percent (15%) of the amount due, all taxes included, as fixed contractual damages.

16 EXCLUSIVITY

Ask Locala grants the Client no exclusivity of any kind under this Agreement. Consequently, Ask Locala does not guarantee whether the Advertiser's competitors will or will not be present on one or more pages or sections of the Digital Medium subscribed to by the Client.

17 NO WAIVER

The fact that either Party does not exercise any of its rights under this Agreement shall not constitute a waiver of its right to exercise such rights, which may be established only by a formal statement from the relevant Party.

18 COMMERCIAL REFERENCE

The Client expressly grants Ask Locala the right to refer to the Client as a client and to request that the Client provide a commercial reference for other clients, and vice versa.

19 ELECTION OF DOMICILE

For the purposes of these GTC (General Terms and Conditions of Sale) and any documents supplementing and/or amending them, Ask Locala shall be domiciled at the following address: 55 East 59th Street, 9th floor, Suite 15, New York, NY (10022), United States. The Advertiser and its Agent are domiciled at the address indicated in the Purchase Order. Any change of domicile by either Party shall apply only as of the other Party's receipt of its notice by registered mail with return receipt requested or by any other written means.

20 PARTIAL INVALIDITY

20.1 If one or more provisions of these GTC (General Terms and Conditions of Sale) are rendered null and void, or considered or declared as such under a law or regulation, or following a final decision of a competent recognized court, such provision(s) shall be deemed unwritten, without canceling or depriving these GTC (General Terms and Conditions of Sale) of effect, nor affecting the validity of the other provisions hereof. Where applicable, the Parties shall mutually agree to amend the relevant provisions in order to make them legally valid.

21 GOVERNING LAW AND COMPETENT JURISDICTION

21.1 Language: The language of these GTC (General Terms and Conditions of Sale) and of any documents supplementing and/or amending them is English. The English version shall prevail over any other version translated into another language.

21.2 Governing law: This Agreement is governed by the laws of the State of New-York.

21.3 Jurisdiction: Any dispute relating to the validity, performance, or termination of this Agreement shall be subject to an attempt at amicable resolution. Failing a written agreement after one (1) month of amicable negotiations, the dispute shall be submitted to the exclusive jurisdiction of the state and federal courts located in New York.