

ADTHINK

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ADACCESS Terms & Conditions 2018 (« MEDIA SELLERS »)

Preamble

The present General Conditions of Use (GCU) are intended to determine the rights and duties of the company ADTHINK, located at 79 Rue François Mermet, 69160 TASSIN LA DEMI LUNE, registered on the Companies and Businesses Register of Lyon under the number 437 733 769 (hereafter referred to as "ADTHINK"), which publishes, host, and makes available the ADACCESS platform.

The ADACCESS platform is a marketplace whose purpose is to place in contact Publishers and advertising networks with entities purchasing advertising space (Advertisers, agencies, advertising networks), in accordance with bidding principles, the entire provision being on a network of sites registered on the platform and the ADTHINK network. ADACCESS enables Advertisers to achieve their conversion costs targets, using automatic management of their bids and enables Publishers to optimize the management of their advertising space.

The Publisher declares that it has the legal capacity to enable it to give a contractual undertaking. Registration on the ADTHINK network and the creation of an ADACCESS account by a "Publisher" with ADTHINK entails full and entire acceptance of the present General Conditions of Use, commercial conditions and of the tariffs in force. Any owner of an internet site using the ADTHINK services is deemed to subscribe to the present General Conditions of Use in their entirety by virtue of the fact of their use of the ADACCESS platform.

The present General Conditions apply without any distinctions whatsoever to all commercial entities and to the tariff schedules and services of the ADTHINK advertising network. In the event of any contradiction between the present GCU and any other document, these conditions shall prevail.

ADTHINK reserves the right to make changes to the General Conditions of Use at any time.

ADTHINK shall notify the Publisher by electronic mail or by message sent to the Publisher's account.

Article 1 - Definitions

In the context of the present contract, the following words and expressions shall have the meaning assigned to them according to the definitions set out below:

"Advertiser(s)": designates any natural person or legal entity (commercial or civil company, association or public law institution, etc...) registering on the ADACCESS platform in order to use it to distribute campaigns and/or in whose name such campaigns are created and distributed.

"Campaign": an advertising campaign is a cohesive set of advertising actions undertaken over the same given period and intended to promote a product or service on the advertising spaces.

"Account" or "ADACCESS account": designates the name of the Advertiser's account on ADACCESS, an exclusively private space, located on the platform, which ADTHINK supplies to the Advertiser in order that the latter may manage all its advertising campaigns and invoicing amounts.

"Publisher" or "Media Seller(s)": designates any natural person or legal entity within the meaning of the French Law 86-1067 dated 30 September 1986 and laws modifying it, having subscribed to or that may subscribe to the ADTHINK network, using the subscription form, in order to market all or part of the advertising space of the site or sites he/she/it publishes.

"Advertising Space": designates a part, a page, type of page, space or format of a Publisher's site, who is a partner of the ADTHINK network, intended to distribute an Advertiser's advertising campaigns.

"Imprint": display of an advert on an Internet site advertising space.

"Internet user": natural person or legal entity connected to the Internet and using it in order to implement operations such as consulting sites, or purchasing services or products on-line.

"Lead": series of data of a personal nature as specified in the Special Conditions and relating to a natural person or legal entity.

"Agent": signifies the intermediary who is the purchaser of the advertising space, by virtue of a mandate, on behalf of an Advertiser (the Principal).

"ADACCESS platform": software designed by ADTHINK, enabling the Advertiser to place, monitor and manage its advertising campaigns on the internet sites network whose advertising space is managed entirely or in part by ADTHINK.

"ADTHINK network": designates all the internet sites managed by third party Publishers having entrusted all or part of the commercialization of their advertising spaces to ADTHINK, and on which the Advertiser's campaign may be distributed.

"Pop under": a pop under is an advertising page, which is displayed under a page visited of a support site or in a new browser tab.

Article 2 - Purpose

The present contract is intended to define the terms and conditions of the contractual relations between the Publisher and ADTHINK. Terms and conditions whereby the Publisher freely accesses the ADTHINK network and may commercialize its advertising spaces to Advertisers, agencies, and advertising networks seeking to set up advertising campaigns on the ADTHINK network sites.

This contract therefore defines the conditions and technical, commercial and legal provisions involved in the Publisher's participation in the ADTHINK network and in the use of the ADACCESS platform by the Publisher.

Article 3 - Duration of the contract

The present contract comes into force on the date of its signature by the parties. It is concluded for an indeterminate period. It may be cancelled at any time by either of the parties.

Article 4 - Condition for the admission of Publishers to the ADTHINK network

In order to become a Publisher on the ADTHINK network, the Publisher must first complete the PUBLISHER registration form which is available online at the site: <http://adaccess.ADTHINK.com> and must accept the present General Conditions [GCU], by ticking the box "I acknowledge having been made aware of the ADTHINK GCU and I accept them in their entirety".

ADTHINK reserves the right to reject any request to register, or to cancel a registration without being required to justify its rejection. This will relate, non-exhaustively, to the following categories of sites:

- Whose content may damage the image and reputation of the company ADTHINK;
- That do not comply with the law and the regulations in force or respect the rights of third parties, and in particular intellectual property rights;
- That contain texts or ideas that are racist, defamatory, or which incite any form of discrimination;
- Having content of a pornographic character or of a nature liable to undermine public order and public decency;
- Containing links to other sites, such as those listed above;
- Using the practice of forced or fraudulent clicks;
- Whose legal form, or whose legal representative or address are not clearly identified.

For its part, the Publisher undertakes not to make available to the public, on pages of its Internet site, any hypertext links leading directly or indirectly to pages that do not comply with the law and to the legislation currently in force and do not respect the rights of third parties.

Any natural person (individuals) or legal entity (company, association, etc...), owning an internet site intended for use by the public may apply to become a Publisher on the ADTHINK network, in particular subject to respecting the distinction between a natural person/legal entity in its tax declaration regime.

In any case, ADTHINK has sole discretion and authority to decide upon the suitability of a Publisher internet site in accordance with the requirements set out by the present General Conditions of Use.

After acceptance of the Publisher site by ADTHINK, the Publisher shall receive by email a notification of their identifier and their password, which are input when registering, and enable access to their Publisher account. The Publisher must ensure the confidentiality of their access and shall assume sole responsibility for any use that may be made of it in the event of loss, theft, or use by a third party. In the case of the loss or theft of its access codes, the Publisher must notify ADTHINK without delay.

Article 5 – Guarantees provided by the Publisher

5.1 – The Publisher warrants that it is a publishing professional, and acknowledges and accepts the legal consequences associated with its capacity as a Publisher, in particular in respect of the French law 86-1067 dated 30 September 1986 and its modifying laws, and declares that it assumes sole editorial responsibility in connection with the services it offers to users, and that it is fully informed of all the legal provisions applicable to its activity.

The Publisher undertakes to respect these various legal provisions, and in particular:

- respect for the individual and human dignity,
- personality rights (image rights and the right to respect for privacy),
- intellectual property rights, (brand name rights, author's rights and related rights),
- rights of individuals and property rights.

The Publisher warrants that it has all the required authorizations for the exercise of its activity and for the registration of its site on the ADACCESS platform.

5.2 – The Publisher declares that it has received from ADTHINK, all information relating to the functionalities and use of the ADACCESS platform, to all the provisions of services offered by ADTHINK, and to the terms and conditions for invoicing.

5.3 – The Publisher vouches for the accuracy of its declarations in the present contract, and if the data provided by the Publisher at the time of its registration were to change, the Publisher undertakes to modify these in consequence and without delay.

5.4 – The Publisher declares and warrants that it holds all the rights necessary for the distribution of the content of its sites on the Internet. If the present declaration proves to be false, ADTHINK may cancel these presents, without notice and may hold the Publisher liable for any damages resulting therefrom.

5.5 – The Publisher undertakes, in accordance with the legislation, to maintain public availability at its site of details of: its company name, its head office, the name of the director of the publication as well as the address and contact details of the site host.

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5.6 – The Publisher acknowledges that ADTHINK may not be held responsible for any direct or indirect damages suffered by users, clients or visitors to the sites or services of the Publisher or by third parties, whose origins would be in the said commercial relations between these persons and the Publisher. In consequence, the Publisher undertakes to

hold ADTHINK free of any legal penalties and all legal and extra-judiciary costs that the latter may incur due to claims by third parties for any of the reasons cited above.

Article 6 – Registration on the ADACCESS platform.

Use of the ADACCESS platform entails prior registration by the Publisher.
At the time of registration, an ADACCESS account is created.

In order to be able to register, a Publisher must:

- be a legal entity or a natural person;
- be aged over 18;
- have a bank account;
- complete the registration form with complete and accurate data.

If ADTHINK confirms the creation of the account, the Publisher shall receive confirmation by email.

ADTHINK reserves the right to refuse to create an account or to delete it *a posteriori*, at its discretion, in particular, and non-exhaustively, in any of the following cases:

- in the case of one or more sites whose content damages the image of ADTHINK and or its commercial policy;
- in the case where one or more sites does not comply with applicable legislation;
- in the case of incomplete or incorrectly completed registration forms.

In the case of refusal to create an account, the data transmitted via the registration form shall be destroyed immediately.

In addition, ADTHINK reserves the right, at any time, to verify the identity of the Publisher or the accuracy of the information communicated by it at the time of its registration.

In the case of an incomplete or incorrect declaration, the account may be closed automatically, without notice, and without any prior formality, and the Publisher agrees to hold ADTHINK free of all consequences that may arise from such a declaration.

Once its account has been confirmed, the Publisher has access to a dedicated interface enabling it to directly manage the functionalities offered by the platform.

Article 7 – Establishment and distribution of Campaigns

In order to be able to use the ADACCESS platform, the Publisher must install a distribution script, supplied by ADTHINK, on each space allotted for hosting advertising on its internet site. Installation of this script is performed by the Publisher on spaces of its choice and

under its sole and entire responsibility.

The Publisher undertakes not to proliferate distribution scripts on the same given page of its internet site.

The Publisher undertakes, at the end of its contractual relationship with ADTHINK, regardless of the reason, to proceed without delay and under its sole responsibility to remove the distribution scripts that have been installed.

Article 8 – OBLIGATIONS OF THE PUBLISHER

8.1 – In order to enable fulfillment of the provision of services that are the object of present contract, the Publisher undertakes to make available to ADTHINK all the information and elements necessary for the putting in place, on the Publisher's site, of the advertising campaigns that are offered to it on the platform.

8.2 – The Publisher undertakes to display advertising in a visible part without the need to scroll through its site. In addition, the Publisher undertakes not to place advertising in pages where only advertising messages or mainly advertising messages will appear.

8.3 – A Publisher account identifies a single site. A Publisher wishing to display advertising on several sites (different domain names) must open as many accounts as it has sites. However, it may centralize the invoicing of all these accounts into a single account referred to as the "principal account" in order to achieve just one single payment each month.

8.4 – The Publisher may not, without the prior agreement of ADTHINK, install a distribution script, supplied by ADTHINK, on a site or medium that has not been approved by ADTHINK, even one which is appended to the main site or medium.

8.5 – The installation on its site of the scripts necessary to display advertising is the responsibility of the Publisher and carried out at its expense. The Publisher undertakes not to modify or change the scripts made available to it by ADTHINK without its prior authorization.

8.6 – The Publisher may at any time remove the scripts from its pages. It may also join other advertising networks without being required to notify ADTHINK first.

8.7 – The Publisher undertakes to inform the company ADTHINK without delay of any significant modifications to the appearance or content of its site. A change in the name of the site referenced in the preamble, as well as a change in its hosting location, in its size, in its purpose, or in the frequency with which it is updated, shall not under any circumstances lead to the automatic cancellation of the present agreement, which shall continue automatically to apply to the modified site, unless the company ADTHINK decides otherwise.

8.8 – The Publisher declares and warrants to the company ADTHINK that it has fulfilled, or will fulfill, at its own expense, and under its sole responsibility, all the administrative formalities concerning it (URSAFF, fiscal department, etc...), and that are necessary for its participation in the ADTHINK network. ADTHINK’s liability may not under any circumstances be invoked in this respect, by any third party whatsoever.

8.9 – The Publisher, as the director of the publication of its own site, is solely responsible for its editorial content. In consequence, it shall hold the company ADTHINK free of any legal action and undertakes to assume responsibility for dealing with any claims that may arise.

8.10 – The Publisher declares that it conforms, for the purposes of operating its site, as referred to in the preamble, with the provisions of the French Data processing and liberties law [Loi Informatique et Libertés] dated 6 January 1978. It undertakes to display on the home page of the said site, notification that it complies with this law relating to data processing, files and liberties.

Article 9 – Provisions relating to fraud

The violation by the Publisher of any of the obligations incumbent upon it by virtue of the present GCU (in particular Article 8), as well as the actions listed below, shall be considered as fraudulent acts, entailing the automatic exclusion of the Publisher, without notice, and of all its sites, from the network, the immediate severing of its access from the ADACCESS platform, and the automatic cancellation without notice of its contract, without any indemnity being claimable from ADTHINK.

In addition, ADTHINK reserves the right to instigate civil or penal actions against the Publisher and, as appropriate, to claim reimbursement of all or part of sums paid to the Publisher that were not due to it, as well as reparations for its loss, as appropriate.

Fraud may be ascertained in the following cases:

- All procedures whose object or effect is artificially to generate an increase in activity or transfers from approved sites.
- All maneuvers consisting of compelling the internet user to click on an advertising message in order to access any element of the site or to confirm participation.
In the same way, any maneuver whose object is to encourage internet users to click on the banners.
- Any maneuver consisting of automatically generating elements triggering some form of remuneration (clicks, double-clicks, email address, etc...).
- Any prospecting action carried out outside the Publisher’s site by sending unsolicited emails, by leaving messages in forums, on chat sites in real time, or any other related procedure.
- Registration by the Publisher on the ADACCESS platform of a site that does not belong to

it.

- Placing more than one distribution script in pop under format on the same given page.
- Multiple placings of the same distribution script on the same given page.

In addition, if ADTHINK were to discover, using its monitoring tools, or by any other means, the existence of a fraud not listed above, it would decide upon the consequences itself, and may freely decide whether to exclude the Publisher under the conditions listed above.

Article 10 – Tariffs and elements of remuneration

The advertising tariffs of a campaign are based on the bidding principle for all Advertisers purchasing, self-service, on the ADACCESS platform, based on 0.01€uros per click and on 0.10€uros per CPM.

The ADACCESS offers the Advertiser various non-cumulative remuneration options in purchasing for campaigns. The Publisher's site is therefore monetized according to the different types of remuneration selected by the Advertiser.

The following distinctions are therefore made:

COST PER ACQUISITION ("CPA"): Price to be paid to ADTHINK for each action by a user on the Advertiser's site, as previously specified between ADTHINK and the Advertiser (in particular: a purchase, a registration on a form (or "Lead"), an order, a meeting appointment, a visit to one or more individual pages of the site (product data sheets for example), request for a quotation), following distribution of a campaign.

COST PER CLICK ("CPC"): Price that the Advertiser must actually pay to ADTHINK for each click by an internet user on an advertising space.

COST PER THOUSAND IMPRINTS ([CPM]): Price that the Advertiser must pay ADTHINK for every thousand (1000) imprints on the ADTHINK network.

Article 11 – COMMISSIONS

11.1 The Publisher receives a remuneration, also referred to as the "Publisher's commission", as a counterparty for its participation in the Advertisers' campaigns. The modes of remuneration as well as the amounts are determined by the Advertisers for each of the campaigns.

11.2 The Publisher receives between 50% and up to 85% of the net amount invoiced to the Advertisers according to different criteria (type of campaign, audience volume, etc.).

11.3 The amount of the commissions is calculated from statistics gathered by the

ADACCESS platform, software that is owned by the company ADTHINK. This ADACCESS software is the sole source of data that is used as proof between the parties. The Publisher acknowledges the reliability of this software, which will be referred to as authentication in the event of any dispute, for the accounting of all elements (imprints, pages viewed, individual visitors, commissions, etc.) of all kinds.

The calculation of commissions is updated several times a day.

Calculation of commissions shall be performed using statistics gathered via the ADTHINK tools, as the sole source of data used as proof between the Parties. The Publisher may access its data in the management interface of its account. Concerning lead campaigns (forms, sales, etc.), data giving rise to an entitlement to remuneration on the part of the Publisher may require validation in advance by the Advertiser. In the event of a disparity between the ADTHINK data and those of the Advertiser, ADTHINK shall apply its best endeavors to resolve the dispute with the Advertiser and shall send the agreed figures to the Publisher as soon as possible.

Article 12 - Conditions for payment

ADTHINK shall perform a monthly calculation of the Publisher's remuneration by adding the amounts of commissions due in respect of its participation in Advertisers' campaigns. In order to proceed to make payment, the Publisher authorizes ADTHINK to draw up on behalf of the Publisher an invoice detailing the amounts of transfers due to the Publisher. A monthly charging advice for the amount of commissions according to the regulations in force, in particular regarding whether or not it is subject to VAT, shall be generated and made available for downloading in HTML and PDF format into the Publisher's account. The Publisher must print this invoice on paper and retain at least one copy.

The amounts due by ADTHINK do not attract interest.

ADTHINK shall implement payment to the Publisher within 60 days following the issue of the invoice, where the payment threshold of 100 (one hundred) euros excl. tax, or more, is reached. For Publisher outside of SEPA area ADTHINK shall implement payment within 60 days following the issue of the invoice, where the payment threshold of 300 (three hundred) euros excl. tax, or more, is reached. The Publisher will be paid by bank transfer according to the bank details referred to in its account. The Publisher is responsible for the accuracy and validity of its bank details.

However, when the total amount of commissions due to the Publisher for a given month is less than 100 (one hundred) euros excl. tax or less than 300 (three hundred) euros excl. tax outside of SEPA area, no remuneration may be invoiced by the Publisher for the month in question and this will be added to the remuneration due for the activity of the calendar month following, until the amount due to the Publisher reaches 100 (one hundred) euros excl. tax or reaches 300 (three hundred) euros excl. tax outside of SEPA area. If the amount

of commissions due to the Publisher for a given month is under 1 (one) euro excl. tax, no remuneration can be recorded on accounts in favor of the Publisher for this month.

The Publisher acknowledges that as ADTHINK does not set itself out as a *del credere* agent, it discharges ADTHINK from any responsibility in the event of non-payment by an Advertiser.

Article 13 – Fiscal declaration regime

By virtue of its status and mode of exercising its profession, the Publisher may be required, in the country in which its practices, to constitute itself into a legal structure specified by the laws in force in this country. The Publisher undertakes to ensure compliance with the laws applicable to it in this regard, and to carry out its activity in accordance with the legal requirements.

The Publisher also undertakes to declare to the tax administration, or as appropriate any competent authority in this matter, all revenues that it shall have received in the context of its activity. In no case may ADTHINK be declared to be responsible in the case of non-declaration of the Publisher's revenues.

Regarding VAT, the Publisher is solely responsible for its obligations in respect of invoicing and declaration. The Publisher must therefore, when subject to VAT, declare, without delay, the amount of tax collected at the time of its falling due to the competent authority in the matter. The Publisher undertakes to provide ADTHINK with all information for the purpose of specifying the VAT regime applicable to its status.

The Publisher is responsible for the relevance and accuracy of the elements supplied to ADTHINK.

For any invoicing that proves to be incorrect due to inaccurate information communicated by the Publisher, the latter shall remain liable for VAT. In no case may ADTHINK be declared to be responsible in the case of non-declaration of the Publisher's VAT. The Publisher shall, under all circumstances be expressly and solely responsible in the case of a dispute arising due to the non-declaration of VAT to the competent authority.

Article 14 – Responsibility

Editorial responsibility

The Publisher is solely responsible for the content, products or services it offers at its Internet site. ADTHINK may not be held responsible for the content or for the services offered by the Publisher on its Internet site, for any reason whatsoever. This content or services are neither published nor hosted by ADTHINK.

The Publisher shall hold ADTHINK free of any claim and any action on the part of authors, producers, designers, directors, publishers, interpreters, and any individuals who consider themselves to have been injured by the messages in any respect whatsoever. In this regard, the Publisher shall compensate ADTHINK whenever requested, for all costs, charges and expenses that the latter may have to bear in respect of the foregoing, including fees, costs of legal advice, expert assessments and including the situation of a legal decision not yet rendered definitive.

Inherent responsibility for the distribution of the Campaigns

When it decides to register on ADACCESS, the Publisher opts for automated commercialization and management of the advertising spaces at its site. In consequence, it expressly accepts that any type of advertising message may be distributed at its site without any restriction.

However, the Publisher has a permanent control over all the content distributed at its site. From its ADACCESS account, it may at any time configure and filter the campaigns distributed at its site. It may thus halt the distribution of a campaign at any time. It may also filter Advertisers offered to it and thus configure its account so as to prevent the distribution of their campaigns.

In consequence, the Publisher expressly renounces any claim against ADTHINK concerning the distribution of campaigns at its site.

Technical responsibility

ADTHINK is not bound, in respect of the undertakings appearing in these presents, other than by an obligation of best endeavors concerning the distribution of messages, access to ADACCESS and its functioning.

The parties expressly agree that ADTHINK may not be held responsible for any damages or interruptions to the services linked to:

- behavior or practices that are contrary to the provisions of the law, on the part of the Publisher, in the context of its activity;
- abnormal, fraudulent use, or use that is contrary to the legal provisions of ADACCESS, on the part of the Publisher;
- abnormal or fraudulent use by the Publisher or by third parties, necessitating the

- termination of the service for security reasons;
- an instance of force majeure or a decision on the part of the authorities;
 - an interruption in the supply of electricity or transmission lines due to public or private operators;
 - a malfunction in the ADACCESS equipment or solution or in access to the internet on the part of the Publisher or incorrect use of the ADACCESS solution by the Publisher;
 - an intrusion or fraudulently maintaining a third party within the system, or illicit extraction of data, despite the implementation of security measures in accordance with the current state of technology, with ADTHINK's sole obligation being one of best endeavors in respect of known security techniques;
 - the nature and content of information and data created and/or communicated by the Publisher; more generally, ADTHINK may not in any case be held responsible in respect of data, information, results or analyses originating from a third party, transmitted or received through the use of the ADACCESS platform made available to the Publisher;
 - a delay in the routing of information and data;
 - the functioning of the internet or telephone networks or cables giving access to the internet not implemented by ADTHINK.

The Publisher is responsible for the supply and implementation of the equipment (hardware and software) necessary for access to the ADACCESS platform via the internet.

The Publisher accepts that the software packages used by the ADACCESS platform are derived from a particularly technical domain and subject to unforeseen technical, data and telephony incidents, and that despite the multitude of tests or trials carried out in order to mitigate or prevent any potential failure of the platform, a failure can never be ruled out; the Publisher therefore agrees to accept the risks of imperfection or non-availability of the platform.

ADTHINK may not be held responsible for any interruptions on the site or the ADACCESS platform which may have been caused by maintenance operations or upgrades to the platform.

Commercial responsibility

In the context of this present contract, ADTHINK is subject to an obligation of best endeavors and may not be held responsible for the absence of an Advertiser, and/or for the absence of certain types of campaigns on the ADACCESS platform.

In no circumstances may ADTHINK be declared to be responsible in the case of registration of the Publisher on the ADACCESS platform, in violation of a contract or an exclusivity agreement signed with a third party.

In no case may ADTHINK be held responsible for indirect damages on the part of the Publisher such a loss of contract, commercial prejudice, loss of revenue, loss of brand image or any competitor action considered to be unfair.

The Publisher undertakes to compensate ADTHINK, whenever requested, for any legal costs (non-exclusively: lawyers, bailiffs, expert assessments), for any penalties, damages, claimed liability or other grounds for which it may be liable to pay in respect of any action, proceedings, complaint, application, expert assessment, audit, or other such actions instigated against ADTHINK, that are caused by the Publisher's non-observance of any provision of this present contract.

In any case, if the responsibility of ADTHINK were to be invoked in any respect of this present contract, the parties agree that the amount of the sums to be paid by ADTHINK to the Publisher in respect of its liability may not under any circumstances exceed the total amount of the sums paid by ADTHINK to the Publisher during the past 12 (twelve) months.

Article 15 - Mode and onus of proof

The statistics of the Publisher's account are updated every day and will change according to the distribution of campaigns on the ADTHINK network. These statistics serve as the basis for the calculation of the cost of advertising campaigns by the Publisher and for the drawing up of invoices, and the determination of the price due to ADTHINK, and these alone shall be used as proof between the parties in the case of a dispute relating to the payment or distribution of the campaigns.

The parties acknowledge that the Publisher may not require ADTHINK to furnish further proofs of the execution of the provisions of services, other than the records of operations completed by the ADACCESS platform, records which shall be accepted as proof of the reality of the operations having taken place in the context of the Publisher's advertising campaigns recorded on the platform.

Once the identification of the Publisher has been verified using its identifier and password, a log of the use of the platform is initiated by ADTHINK. The parties expressly agree that the use of the account by the Publisher itself or by a third party shall of itself be proof of acceptance of the orders placed and received, regardless of the amount and medium used. The ADTHINK recording systems are considered to be proof of the date and duration of use.

All the elements relating to the use of the account shall be retained and archived by ADTHINK. ADTHINK may use, especially for the probative purposes of evidence, any deed, file, record, monitoring report, statistics on all media, including the data medium established, received or conserved by it. These modes of proof constitute a presumption that may not be set aside other than in the presence of elements establishing that the resources for recording and storage used by ADTHINK were in fact defective.

ADTHINK may communicate, when requested or upon legal requisition by the competent authorities, any information or in general terms any element brought to its attention in the context of its activity.

Article 16 - Rights of use granted on the ADACCESS platform

The ADACCESS platform made available to the Publisher by ADTHINK must compulsorily be used under the conditions defined by the present contract.

The Publisher is reminded that they only have the benefit of a non-exclusive right of use of the ADACCESS platform that is made available to it, which formally excludes the possibility of:

- reproducing, either permanently or temporarily, the ADACCESS that has been made available, in full or in part, by any means, and in any form, including when downloading, the display, execution or storage of the software;
- translating, adapting, arranging or modifying the ADACCESS platform, exporting it, or

merging it with other computer applications;

- making any copy of all or part of the ADACCESS platform;
- modifying, especially by decompiling, altering, adapting, especially by translating, arranging and more generally modifying all or part of the ADTHINK solution.

Article 17 – Non-transferability of the ADACCESS account

ADTHINK is the sole owner of the rights of use of the ADACCESS platform made available to the Publisher, and the parties agree that the Publisher has the benefit of a personal right of use, which is temporary, non-transferrable and non-exclusive. Under these conditions, it is expressly agreed that the present contract may not be transferred to a third party by the Publisher, other than with the prior, written agreement of ADTHINK. The violation of this provision shall lead to the immediate closure of the account without either of the two third parties being able to access it until the situation has been regularized.

Article 18 – Intellectual property rights

The present contract does not confer upon the Publisher any right of intellectual property in the ADACCESS platform, which remains the entire and exclusive property of ADTHINK. In this regard, ADTHINK expressly reserves the exclusive right to intervene on the platform to enable it to be used for the purpose for which it is intended. The Publisher shall therefore formally refrain from intervening or having any third party intervene on the ADACCESS platform, either directly or indirectly. The making available of the platform may not be considered to be a transfer within the meaning of French Intellectual Property legislation [Code de la propriété intellectuelle] of any intellectual property right whatsoever to the benefit of the Publisher.

In consequence, all rights, titles and interests in:

- (1) the trade marks, whether or not registered, service marks and logos;
- (2) patents, patent applications and other ideas, inventions and/or patentable enhancements;
- (3) production secrets, confidential information and expertise;
- (4) all divisions, continuations, re-publications, renewals and extensions that are current, or subsequently registered, issued or acquired;
- (5) author's rights, whether or not registered, including, in particular, any form, image, audiovisual display, text, software, and,
- (6) all other intellectual property rights, commercial rights or other rights linked to the intangible property used, developed, included or exercised in relation to one of the services designated in the present contract, are the property of ADTHINK or its assignor.

Intellectual property rights and Marketing – the publisher grants to ADTHINK the non-exclusive right to use and reproduce its name, its logo, its address or any other distinctive sign with a view to contributing to the commercial promotion of ADTHINK or of the Publisher on all written, visual, data or sound communication media for the duration of this present contract and beyond it. If ADTHINK requires it, the Publisher shall cooperate reasonably with ADTHINK in supplying comments on the services and/or on ADTHINK so that ADTHINK can use them for marketing and/or advertising purposes, or for any other

promotional use.

Article 19 - Confidentiality

Throughout the duration of the contract and then for a period of two (2) years from the end of the contract, the Publisher shall refrain from divulging any information relating to the Contract or to ADTHINK which, in its nature is recognized to be confidential, without first having obtained the agreement of ADTHINK. This includes any information, document or any data of a technical, commercial, marketing and/or financial nature relating to the contract that has been brought to the notice of the Publisher, in writing or verbally, by ADTHINK. Any information transmitted to the Publisher and any copy that may have been made of it, shall remain the property of ADTHINK and must be returned when requested or destroyed without a copy being kept. The Publisher is only authorized to divulge such confidential information when this is necessary in order to respond to the written requests by the administrative or legal authorities or prior written request by ADTHINK.

Article 20 - Subcontracting

It is expressly agreed between the parties that ADTHINK may, at any time, in an entirely discretionary manner, subcontract all or part of its services under this Agreement. In such a case, ADTHINK shall ensure that its contractual relationship with the said provider(s) ensures compliance with the obligations arising under this contract, for which ADTHINK shall remain the sole guarantor.

Article 21 - Partnerships

The ADACCESS platform may propose various partnerships to the Publisher with partners selected by ADTHINK. The various partnerships shall be submitted to the Publisher on its ADACCESS interface platform. The Publisher may at any time deactivate or reactivate its Partners according to its desire to take advantage of the partnership or not.

Article 22 - Declaration of reciprocal independence of the parties

The parties expressly declare that they are and remain, throughout the duration of the present contract, independent commercial and professional partners, each assuming the risks of its own operations. In no case does the present contract confer upon either of the parties the status of a joint company, associate, representative, agent, official, employee, or director of the other party. Each of the parties retains all hierarchical powers over each of their employees and assumes full responsibility when calling upon the services of third parties. Neither of the two parties has the power to engage the other party or to subject it to any obligation whatsoever, unless provided to be the contrary in this present contract.

Article 23 – Disputes and contractual failings

23.1 – The Publisher may not invoke any failing in the execution of the contract unless the said failing has been the object, during the course of its campaign, and at the latest within

15 days following its termination, of a notification sent, by recorded delivery, to ADTHINK. The Publisher may not validly claim any error on the part of ADTHINK upon expiry of this period.

23.2 - In the event of the failure on the part of the Publisher to respect any of the clauses of the present General Conditions, ADTHINK reserves the right automatically to suspend or cancel the contract, without formalities. In addition, the Publisher undertakes to compensate ADTHINK, when asked, for any legal costs (non-exhaustively: lawyers, bailiffs, expert assessments), for any penalty, damages, claimed liability or other costs it may be due to pay in respect of any action, proceedings, complaint, application, expert assessment, audit, or other such actions instigated against ADTHINK caused by the Publisher's non-observance of any of the provisions of these present General Conditions.

23.3 - It is expressly agreed that if the liability of ADTHINK were to be invoked in the context of these present General Conditions of Use, this could only be on the basis of proven fault and in such a hypothetical case, the Publisher may not claim indemnities and damages other than the reimbursement of the sums paid in respect of the advertising campaign in question. In no case shall ADTHINK assume responsibility for compensating for indirect damages that the Publisher may invoke, such as, in particular, commercial or operational prejudice or the loss of revenue.

Article 24: General provisions

24.1 - The Publisher may not sell on, grant or transfer to any natural person or legal entity whatsoever, including to a parent or sister company, or to a subsidiary, any of the rights granted by virtue of these present General Conditions. ADTHINK reserves the right to transfer these presents to any company of the group to which it belongs, namely any company controlling it or controlled by it, within the meaning of the provisions of Article L. 233-3 of the French Commercial law [*Code de commerce*] and may do so without the express, prior agreement of the Publisher.

24.2 - The nullity of any of the provisions of this present contract may not lead to an understanding by the parties of the cancellation of the contract itself, unless this involves an essential and determining clause for their agreement and where its cancellation would be liable to call into question the general balance of the agreement. In the case of the cancellation of one of the contractual stipulations, the parties shall endeavor, in any event, to renegotiate an economically equivalent clause.

24.3 - The fact that ADTHINK may not have required the application of any of the clauses of these present General Conditions, whether on a permanent or temporary basis, may not be considered as a renunciation on its part of invoking any such clause.

24.4 - The parties undertake not to contest the admissibility, validity, applicability or probative force of elements of an electronic nature or format exchanged between them.

Unless proved otherwise, these elements shall be valid and binding on the parties and shall have the same probative force as a private deed.

24.5 - ADTHINK may communicate, when requested, or upon legal requisition by the competent authorities, any information or in general, any element brought to its attention in the context of its activity.

Article 25 - Undertaking

The Publisher and ADTHINK shall not be validly bound by a contract made by any of the employees of ADTHINK unless this contract conforms to our tariffs and to the present general conditions of sale, except for prior, express authorization of the management of ADTHINK.

Article 26 – Applicable law and jurisdiction

These present GCU, as well as the deeds arising therefrom, shall be subject to French law.

Language of this Agreement - ADTHINK may provide You with a translation of the French version of this Agreement. This translation is provided for Your convenience only. In the event of any conflict between the French language version and the translation version of these Terms and Conditions and to the extent permissible by applicable law, the French language version takes precedence over any translation version.

Governing law – Both parties agree that they will try to solve conflicts that might be arise between them primarily with amicably negotiation and they shall appeal to the Courts of Law only if negotiations are inefficient.

Should the parties be unable to reach an amicably agreement within a period of one (1) month from the date of the first presentation of the recorded delivery letter with acknowledgement of receipt notifying the other party of the difficulty in question, all disputes shall be submitted to the competent Tribunal.

The law governing this Agreement shall be the law of France and any dispute linked to the interpretation, execution or validity of the present contract shall be subject to the sole jurisdictional competency of the Court of Appeals of LYON (69), notwithstanding a plurality of defendants or activation of guarantees.

THIS IS A LEGAL AGREEMENT BETWEEN YOU AND ADTHINK. BY SIGNING UP TO THE MARKTING SERVICE YOU AGREE TO HAVE AN UNDERSTANDING OF THESE TERMS AND CONDITIONS SET FORTH HEREIN. YOU CAN NOT PARTICIPATE IN THE SERVICE UNLESS YOU HAVE ACCEPTED EACH AND EVERY TERM HEREOF.

ADDENDUM – AMENDMENT

RECITALS

Website and mobile application publishers are the contact point with Internet users for the deposit of third-party cookies associated with the establishment and dissemination of display advertising campaigns on the Internet. In compliance with the requirements of the RGPD/GDPR, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of personal data and the e-privacy Directive, give prior information to the Internet user and obtain their consent whenever cookies are being deposited, particularly as it relates to operations involving targeted advertising. CNIL Recommendation No. 2013-378 of 5 December 2013 on cookies and other forms of trackers establishes the framework for the use of cookies in accordance with the principles of data protection law.

THE PARTIES HAVE THEREFORE AGREED AS FOLLOWS:

ARTICLE 1: DEFINITIONS

Terms and expressions beginning with a capital letter shall have the meaning given to them in this Article, whether they are used in the singular or plural form.

1.1 Third-party Tag: A tracker consisting of a snippet of code added to a website's source code or to all pages of a Publisher's website. This code triggers the visitor's browser to collect and send data to a third-party server or domain, separate from the one being visited, from which third-party cookies can be deposited onto the visitor's computer or device.

1.2 Tag Manager: An application that allows multiple tags to be centrally managed, including the collection of Internet users' consent as it relates to Tags.

1.3 Third-party Cookies: Advertising cookies are placed on the Internet user's computer by a third-party server linked to a domain which is separate from that of the server of the Publisher's website being visited. They are used by audience analytics services, by various marketing tools and by advertising agencies and platforms.

1.4 Third-party Tag: A Tag placed on a website that triggers the visitor's browser to collect and send data to a third-party server or domain, separate from the one being visited, from which third-party cookies can be deposited onto the visitor's computer or device.

1.5 CMP Providers of a consent management platform for the deposit of third-party cookies.

ARTICLE 2: PURPOSE

The purpose of this addendum is to specify the technical, commercial and legal terms and conditions of the Publisher's use on its website of the technical elements necessary for the operation of a Tag Manager related to the deposit of third-party Cookies. This addendum is appended to and forms an integral part of the GENERAL TERMS AND CONDITIONS OF USE OF THE ADVERTISING CENTRE ("Publishers"), signed by the Publisher. The Publisher acts as a subcontractor within the meaning of the RGPD/GDPR on behalf of Adthink and within the context of the instructions given to it by Adthink. The Addendum is governed by the contractual conditions and requirements of the T&Cs to which it is bound.

ARTICLE 3: PUBLISHER'S OBLIGATIONS

The Publisher undertakes in particular the following obligations towards Adthink:

- to accept this Addendum upon receipt;
- to take into account the instructions provided in the implementation order for a CMP system sent by Adthink, the receipt of which it must acknowledge;
- to implement the CMP system offered by Adthink or use any alternative system whose compatibility with industry requirements and standards has been previously demonstrated and which can meet the expected operational configuration and tracking requirements;
- to comply with all the technical and configuration specifications required, in particular with regard to the form and content of the RGPD/GDPR information banner. These specifications shall include, in particular, the text of the information provided to Internet users adapted to the specific purposes of the cookies, the conditions for accepting and rejecting the cookies, and the characteristics and size of the interface elements representing the banner's design, which will allow the Internet user to express his or her initial consent and subsequent choices.
- to include in the source code of its website's pages the code snippets provided by Adthink in order to only trigger the visitor's browser to collect and send data to a third-party server or domain, separate from the one being visited, enabling the deposit of third-party cookies onto the visitor's computer or device once consent has been given by the Internet user;
- to thus enable Internet users to make valid choices by providing quality information that can be viewed by means of an appropriate, prominent and complete banner, written in

simple and understandable terms for all users, and allowing Internet users to be fully informed of the different purposes of the Cookies placed and read by means of simple and concise terminology. The banner shall not disappear until the person has continued browsing, i.e. until they have gone to another page on the site or clicked on an element of the site (image, link, search button), with the mere absence of action not to be construed as an expression of will, making it possible by clicking on a link in the banner for the Cookies to be set up and, if necessary, for their deposit to be refused. The system should enable persons who have given their consent to the deposit or reading of certain Cookies to be able to remove them at any time in a user-friendly manner.

- to immediately, upon receipt of Adthink's instructions, initiate any changes or modifications or deletions to the system in order to ensure that it is in line with the performance objectives to be achieved.

ARTICLE 4: LIABILITY

The Publisher is liable for any breach of its obligations in respect of the proper performance of the Addendum and in particular with regard to the specific and unrestricted application of the implementation instructions provided by Adthink, in making available an internal contact with the requisite skills to take all appropriate measures for such implementation. The Publisher is responsible for regularly carrying out operational tests of the system, particularly during the updating or migration of the website's pages, and undertakes to adopt all necessary measures to ensure that the system is continuously up and running. The Publisher undertakes not to use or disclose under any circumstances the information produced by the system. In the absence of proof of the proper implementation and operation of the CMP management system on the Publisher's website, Adthink reserves the right to initiate any legal action for compensation for any prejudice suffered. Such a situation may result in termination of the contractual relationship under the T&Cs.

ARTICLE 5: DURATION

This Addendum shall take effect on the date of its signature by the Publisher for the duration of the T&Cs, unless Adthink terminates its application.

ARTICLE 6: IMPLICATIONS OF TERMINATING THE AGREEMENT

Termination or non-renewal of the Agreement, for any reason whatsoever, or its expiry, shall result in the termination of the use and implementation of the system. For the

performance of the Agreement, and its effects, the Parties elect domicile at their respective registered offices. Each Party may change this address by informing the other Party by any means, with sufficient notice.