

TrafficPartner B.V., Frans Erensstraat 14 A, 5921VG Venlo, the Netherlands (hereinafter referred to as "TrafficPartner") operates and manages a network (hereinafter referred to as "Platform") on the Internet which brokers goods and services ("Products") between Partners and Advertisers, in particular by way of affiliate marketing.

1 Service Description and Subject Matter of the Contract

1.1 Participants on the Platform are Partners, Advertisers and TrafficPartner. Advertisers are natural or legal persons who make their various own or third-party Products available on the Platform. TrafficPartner make single or bundled products ("Offers") available to Partners on the Platform. Partners are natural or legal persons who promote Offers on own or third-party websites, in an email, or in the capacity of a network operator connected to yet another Partner (hereinafter referred to as "SubPublisher"), using advertising or promotional material such as, but not limited to, banners, product data, text links, emails or videos as part of search engine marketing (hereinafter referred to as "Advertising Material").

1.2 Partners promote the Offers by means of placing affiliate links generated when creating a Campaign (hereinafter referred to as "Campaign") on own or third-party websites, in an email, or their own network, or the like (hereinafter referred to as "Advertising Space"). When a third Party, such as an end customer, performs a certain pre-determined action on the Platform (hereinafter referred to as "Conversion"), the Partner is entitled to a remuneration. Conversions eligible for remuneration are defined in the individual Offer descriptions or in the campaign creation process. It is also possible to remunerate combinations of various conversions.

1.3 The Platform monitors and logs the conversions (hereinafter referred to as "Tracking"), whereby the Platform provides the Partner an overview thereof. The Tracking is decisive for the identification of successful Conversions and for the calculation of the resulting remuneration.

1.4 Participation in the Platform is free-of-charge for Partners.

2 Conclusion of the Contract

2.1 To participate in the Platform, Partner must be a registered member.

2.2 Legal persons or natural persons (over eighteen years of age) may register on the Platform. TrafficPartner reserves the right to verify the identity of the Partner. Registration with the Platform is non-transferable.

2.3 By completing the registration and accepting these Terms and Conditions (hereinafter referred to as "T&C"), Partners submit a registration request for their participation in the Platform (creating an Account). TrafficPartner reserves the right to refuse a registration request without citing any reasons.

2.4 If TrafficPartner accepts the registration, the Partner shall receive a confirmation email. Access to the Platform and the Account will be gained by clicking the activation link in the confirmation email and entering the access data. If the Partner fails to activate the Account via the activation link the Account will be automatically canceled after 60 days. It is possible to re-register. Personal data

and information can be reviewed, altered on the Platform and the participation in the Platform can be cancelled in full.

2.5 During the term of this Contract, Partner shall not be permitted to conclude Contracts for the contractual services - be it directly or indirectly - with individual advertisers of the Platform in bypassing TrafficPartner Contracts, nor shall they be allowed to lead negotiations aimed at such a conclusion.

3 Advertising and Remuneration of Offers

3.1 By choosing to advertise a specific offer the Partner accepts any additional requirements or campaign-specific terms and conditions mentioned in the Offer description or the Campaign creation process. This shall constitute an integral part of the Contract with TrafficPartner.

TrafficPartner shall be free to reject a Partner from advertising an Offer. There shall be no entitlement to admission; nor can any claims be lodged due to a non-admission.

3.2 If the Partner is the operator of a network of Sub-Publishers, the Partner shall ensure upon registration that these T&C are communicated to their Sub-Publishers and that their compliance thereto shall be monitored and enforced. The Partner shall be held liable for the conduct of its Sub-Publishers. TrafficPartner hereby reserves the right to exclude individual Sub-Publishers from the advertising of individual Offers, or to reject them in general.

3.3 The Partner shall receive a performance-related remuneration from TrafficPartner. How high this remuneration will be in individual cases and for what kind of conversions it will be granted depends on the specifications featured in the Offer description or Campaign creation process.

Only advertisements complying with the terms and conditions agreed upon in this Contract and the specific Offer description or Campaign creation process will be paid. Budget, advertisement volume cap and any other Campaign adjustments shall be valid after they are confirmed by TrafficPartner. Any exceedance of the caps shall not be paid.

Partners shall have no claim to any further compensation of expenses or costs.

3.4 Entitlement to payment of the performance-related remuneration shall occur only if all of the following conditions are met:

- the advertising activity has resulted in a conversion;
- the conversion has been tracked by TrafficPartner;
- the advertising activity and the conversion have been approved by the Advertiser and confirmed by TrafficPartner;
- there is no misuse within the meaning of para. 5 of these T&C.

3.5 TrafficPartner may terminate, change or modify an Offer or Campaign, or the remuneration conditions thereof with 24 hours notice. A claim on the part of the Partner for the operation of an Offer or Campaign at certain conditions shall not be possible.

4 Performance of Services by TrafficPartner

4.1 TrafficPartner strives continuously to further develop the Platform. In the course of such development, individual applications may be enhanced, expanded or slightly modified by TrafficPartner. TrafficPartner is entitled, but not obliged, to develop the Platform at its sole discretion and to adjust it according to technical developments.

4.2 Due to the execution of necessary maintenance work or other enhancements, certain functions may be temporarily unavailable. This also entails partial or complete discontinuation of functions or other parts of the service, insofar as this does not lead to a transformation of the Platform's services which is more than marginal. The right to alter services shall be reserved in particular if such alteration is customary in the industry or if required by changes in the law or by a court order.

4.3 TrafficPartner is also entitled to assign responsibility for performing its own services or portions thereof to third-party service providers or agents.

5 Obligations of Partner

5.1 Registration

5.1.1 The Partner hereby warrants that the data provided at registration is correct and complete. Should the data provided change at any time after the registration, the Partner must modify the data stored on the Platform accordingly.

5.1.2 The Partner hereby undertakes to keep the Platform access data (email address and password) confidential, and not to communicate it to a third Party and to keep it safe in such a way that third Parties will not gain knowledge thereof. No third Party should be allowed to use the Platform interfaces via this access data. If there is a reason to suspect that third Parties have gained knowledge of the access data, TrafficPartner must be notified immediately.

5.2 Advertising

5.2.1 The Partner guarantees to hold the necessary rights for the marketing of the Advertising Space.

5.2.2 When advertising Offers or incorporating corresponding advertisements into the Advertising Space, the Partner guarantees that all promotional activities engaged in

- **do not violate any third-party rights (especially copyright, trademark, personality or similar rights);**
- **do not breach other statutory provisions (particularly competition law) or**
- **are not placed in any illegal contexts, including without limitation contexts of illegal file sharing or other copyright infringing pages, pages promoting or otherwise displaying child pornography, racism, violence, abuse, hate speech or any other indecent, libelous or defamatory contents.**

5.2.3 Traffic restrictions specified in Offers or in the Campaign creation process have to be explicitly followed by the Partner. Violation of traffic restrictions constitutes a significant breach of Contract.

The following traffic restrictions apply to any and all advertising activity:

- Spyware is not allowed.
- VPN and Proxy Traffic are not allowed.
- Adware, Incentivized Traffic and Virtual Currency Traffic are only allowed if expressly mentioned in an Offer or Campaign creation process.
- Streaming or Torrent sites are not allowed.
- SMS marketing is not allowed unless expressly mentioned in the Offer or Campaign creation process.

5.3 Email Marketing

5.3.1 Emails containing Advertising Material will be sent only to individuals who have given prior explicit consent to receiving promotional emails. The Partner must be able to show complete proof of when and where the relevant consent via Double-Opt-In (“DOI”) has been collected. The DOI consent has to be collected separately from other declarations.

5.3.2. A comparison of email blacklists is made before every email dispatch (including blacklists maintained by the Partner or its Sub-Publishers as well as blacklists maintained by TrafficPartner or the Advertiser). If the Partner uses multiple lists or alternatively works with multiple Sub-Publishers, double dispatches to the same email address must be avoided.

5.3.3 Emails on behalf of TrafficPartner or the Advertiser are to be sent exclusively as recommendation emails, meaning that the Partner acts as the dispatcher. This must be clearly stated and recognizable.

5.3.4 The sender address is that of the Partner. The name and sender address contain neither product nor service descriptions, nor the names of the Advertiser or TrafficPartner.

5.3.5 An imprint must be added to the footer of every email. The imprint has to be easily identifiable, contain the legally required information of the Partner or its Sub-Publisher and not be reachable only via a link. The imprint may include information of Partner or its Sub-Publisher. The imprint may not include information regarding the Advertiser or TrafficPartner.

5.3.6 An unsubscribe-text as well as an unsubscribe-link must be provided by the Partner or its Sub-Publisher. Unsubscribing must be possible without detours; Double-Opt-Out or compulsory login is not allowed. The Partner agrees to disclose any email address whose owner has clicked the unsubscribe link in order to avoid future legal action by recipients who have expressed that they do not wish to receive any more advertising emails to TrafficPartner.

5.3.7 The Partner must include the email address, which is mentioned in the offer, in the mailing list that is going to be used by the Partner.

5.3.8 The Partner will observe the following restrictions and guidelines concerning customer complaints:

- A functioning reply address and inbox must be ensured. The content of the inbox of the reply addresses must not be deleted.

- Questions and complaints shall be answered within 48 hours during working days.
- If a complaint regarding a dispatch has been directed towards the Advertiser or TrafficPartner, the complaint will be forwarded to the Partner. The Partner guarantees to answer the end user or a respective agency of the end user within 24 working hours.
- For every forwarded customer request the Partner must provide TrafficPartner with a confirmation of a valid DOI consent.
- Substantiated proof about the DOI will be provided by the Partner to the end user or the respective agency.
- Every email must contain a support address or a complaint or contact form for the customer.

5.4 Misuse

5.4.1 Any form of misuse, in particular the acquisition of conversions by unfair methods or inadmissible means which violate either the applicable law, these T&C or any additional Offer-specific conditions are prohibited.

5.4.2 In particular, the Partner shall be prohibited from attempting to obtain remuneration by means of inducing one or more of the following practices - whether themselves personally or through a third Party - by means of the Advertising Material provided as part of participation on the Platform, or using tracking links and/or other technical means:

- Feigning conversions that have not actually been created, e.g. by means of an unauthorized provision of third-party data or by the provision of false or non-existing data when ordering services or registering online;
- Using forms of advertising that enable tracking but do not display the Advertising Material in a perceptible manner, or display the Advertising Material in any manner or size not specified by the Advertiser or
- Using search terms legally belonging to the Advertiser or third Parties and especially those protected under trademark law in search engines, advertisements or marketing of Advertising Spaces without express prior consent from the Advertiser.

5.5 Violation of Contractual or Legal Obligations

5.5.1 Any form of misuse may lead to an immediate suspension of the Partner's account. If advertising is not complying with these T&C, remuneration will not be paid.

5.5.2 In case of customer complaints or violations of third-party rights by the Partner, TrafficPartner and the Advertiser have the explicit right to disclose the identity of the Partner to the offended Party.

5.5.3 The Partner agrees to pay TrafficPartner for each case of non-compliance with the provisions of this Contract a contractual penalty whose amount is to be determined at TrafficPartner's sole discretion and is oriented to the circumstances of the specific individual case and amounting up to 10.000 EUR.

6 Payment Conditions

6.1 TrafficPartner sets up the Partner's account through which the payment of remuneration is settled. Billing is settled over the course of a credit note procedure where TrafficPartner credits the respective remuneration through the selected payment method of the Partner. No interest will be paid on the credit balance in the Partner's account. In achieving the minimum payout amount of 50 EUR (or 100 EUR for an account not operating under the IBAN/BIC system) a corresponding electronic credit note shall be issued at the latest 15 days after the conclusion of each billing period. The Partner may view and download the credit note from the Platform.

6.2 If the minimum payout amount has not been attained by the end of the month, the credit balance will remain in the Partner's account and it will be carried forward onto the next month. A payment of a balance below the minimum payout amount can be made on a request by the Partner against reimbursement of all bank fees. The fee shall be retained from the amount to be paid.

6.3 The release of a credit note can only take place if the Partner's account on the Platform has been reviewed and legitimized with respect to all the data required for the payment. The details required are listed on the Platform where relevant documents must be uploaded for verification. TrafficPartner can only consider credit notes released in due time.

7 Contract Term and Termination

7.1 The Contract regarding the participation on the Platform is concluded for an indefinite term. The parties may terminate the Contract in writing at any time.

7.2 Conversions which have been generated by the Partner up to the date of termination shall be processed after the receipt of the termination notice in accordance with the provisions of this Contract. Upon the termination of this Contract any credit balance remaining shall be disbursed to the Partner during the next billing cycle. If at the time of Contract termination, the credit balance is 5 EUR or less, no funds shall be disbursed. A contractual penalty shall be retained if the Partner's participation was terminated due to misuse.

8 Data Privacy

8.1 The protection of personal data is of great importance to TrafficPartner - simultaneously, the collection, processing and use of such data is an essential requirement for the operation of Platform. TrafficPartner collects, processes and uses personal data exclusively in compliance with the applicable data privacy legislation. The parties agree to the processing of personal data in accordance with the requirements of Data Protection Laws.

8.2 TrafficPartner is therefore entitled to collect personal data and to use it to the extent necessary to allow users participation on the Platform:

TrafficPartner shall particularly collect, process and use the data requested at registration as well as the data accruing during participation in the Network.

TrafficPartner shall also use the contact details to contact Partner via email about their participation in the Platform. The reception of the so-called operator messages - emails from the operator of the network - can be disabled in the Platform interface. However, TrafficPartner recommends activating the reception, since essential information such as changes in the remuneration scheme shall be communicated this way.

8.3 If a user consent for cookies or other technologies under the terms of the GDPR or other EU law is needed both parties commit to acquire it.

8.4 The Partner must take measures in accordance to GDPR, in particular Article 12,13,14,15 and 29, to make the handling and processing of personal data in a transparent and easily accessible manner in relation to the data subject.

8.5 The parties guarantee the security and confidentiality of personal data and defines adequate technical and organizational measures accordingly (Art. 32 GDPR).

8.6 The parties guarantee that personal data is submitted within EU only, or that other agreements that fit with GDPR and are valid and active (adequate data privacy laws) - like privacy shield.

8.7 If a sub-processor will be used in relation to the GDPR, the processor remains fully liable to the controller for the performance of the sub-processor's obligation and making the information about the sub-processor available to the customer. A notification between the parties is accepted.

8.8 The parties cooperate to provide information related to personal data, particularly for the right of access, erasure (Art.13-20 GDPR), etc.

8.9 If either party becomes aware of a personal data breach both parties commit to informing the other (what kind of data and how much), as well as describing the measures taken.

9 Rights of Use and Copyrights

9.1 The Platform and its applications are protected by intellectual property rights or other statutory provisions. TrafficPartner grants the Partner a revocable, non-exclusive, non-transferable right to use the applications and Advertising Material provided as part of the Platform and the data contained therein, for the purpose of participation in the Platform. In case of a termination of this Contract - regardless of the grounds therefore - the right of use shall be revoked.

9.2 Partners must neither visually, nor technically or with regard to their content, modify the Advertising Material and their source codes, nor are they allowed to process the Advertising Material and their source codes in any other way, unless TrafficPartner or the respective Advertiser have previously granted their consent.

In case the Partner prefers to use its own Advertising Material, the Partner must have the copyright or a license for each part of the material. Conversions generated by using Advertising Material that does not comply with this section will not be paid.

9.3 Partners shall not be granted any further rights of use. Partners shall not be entitled to transmit the application or the data contained therein to third parties, nor are they entitled to allow third

parties to access such applications or data, nor may they modify or otherwise process such applications or data, incorporate them into another work, or use them to create data bases and/or information services of their own.

9.4 Under no circumstances will the Partner be entitled to use TrafficPartner's, Advertisers' or clients' name, brand or logo without prior written consent.

10 Limitation of Liability

10.1 TrafficPartner shall not be held liable for the content of third-party websites, nor shall it be liable for any damages or other failures resulting from any defects of the participants' software, hardware or their incompatibility; furthermore, TrafficPartner shall also not be liable for damages resulting from services not being available.

10.2 TrafficPartner shall - irrespective of the legal grounds - only be liable

- in the case of intent or gross negligence of a legal representative or other vicarious agents;
- in the case of any culpable infringement of an essential contractual obligation (whereby the abstract concept of the essential contractual obligation denotes such an obligation, the proper implementation of which renders the Contract feasible in the first place and on which fulfilment the other Party is allowed to rely) due to a delayed performance or the impossibility to perform.

10.3 Liability of TrafficPartner shall be limited to the amount of the typically foreseeable damage for financial losses and damages to property.

10.4 The above limitations of liability shall not apply to cases of mandatory statutory liability, in particular, liability under product liability law, liability for a guarantee that has been assumed, and liability for intentional or negligent injury to life, limb or health.

10.5 The utilization of the Platform and its applications requires the use of special technical systems such as end-user devices, software programs, transmission networks, telecommunications and other services provided by third parties, all of which may entail further costs. The Platform does not provide such end-user devices, software programs, communication channels, telecommunications services or other services and, therefore, the Platform shall not assume any liability for such services provided by third parties.

11 Indemnification

Compliance with this Contract is of considerable importance for the proper operation of Platform. In the event of a serious breach of Contract, TrafficPartner reserves the right to take further legal measures in addition to terminating the Contract.

The Partner shall indemnify and hold harmless TrafficPartner and its Advertisers against any and all claims for damages, liability claims, warning notices, cease-and-desist declarations by third parties and other claims, as well as any and all costs, efforts and expenditures associated therewith as arising from behavior (including omissions) by the Partner as the root cause thereof. This applies

particularly to cases of infringement of copyright, trademark rights, competition rights, data protection and privacy rights or rights of third parties.

Such costs include the compensation of damages of third parties and reimbursement of further expenses. TrafficPartner is entitled to demand advance payments from the Partner regarding such costs.

12 Confidentiality

Except as otherwise provided in this Contract or with the consent of the disclosing Party, the receiving Party agrees that all information, including but not limited to the terms of this Contract, business and financial information, user data, customer and vendor lists, technical, pricing and sales information, concerning advertiser or any of their affiliates and business partners provided by or on behalf of any of them shall remain strictly confidential and secret and shall not be utilized, directly or indirectly, by the receiving Party for any purpose other than participating in the Platform, except and solely to the extent that any such information is generally known or available to the public through a source other than the disclosing Party. The provision of this clause shall survive termination of this Contract.

13 Amendment of the T&C

13.1 TrafficPartner hereby reserves the right at each time to amend such provisions of the present T&C that are minor in scope or nature; and to do so without citing any reasons, provided such modifications do not lead to the Contract being restructured in its integrity. The modified conditions shall be communicated by email at least two weeks prior to their date of entering into force. If the Partner does not object in text form to the modifications of the T&C within four weeks of the receipt of the email informing them thereof, then the respective modifications shall be deemed accepted. TrafficPartner shall specifically indicate the timeframe for making such objections with clear reference to the four-week deadline.

13.2 TrafficPartner is entitled to suspend the Partner's Account on the platform, if the Partner objects to amendments of the T&C. The suspension of the account may be maintained until TrafficPartner and the Partner have concluded a new Contract or until the Partner has accepted the amended T&C.

14 Final Provisions

14.1 This Contract and its attachments set out the whole agreement between the Parties and supersede any prior Contract (whether oral or written) relating to the proposed business relation. No amendment of this Contract (or of any other attachment) shall be valid unless it is in writing and signed by all Parties. Contradicting T&C of the Partner shall only be valid upon written verification by TrafficPartner.

14.2 The rights and duties under the present Contract may only be transferred with the prior written consent of TrafficPartner.

14.3 The present Contract does not establish a company, it does not authorize either of the Parties to make any legally binding declarations on behalf of both Parties jointly, or on behalf of the respective other Party, nor does it authorize either Party to place the respective other Party under any obligation or to represent it in any other way.

14.4 The law of the Federal Republic of Germany shall apply exclusively to these T&C and to the contractual relationship with the Partner.

14.5 The agreed place of jurisdiction shall be Hamburg, provided that the Partner is a merchant as defined in the German Commercial Code.

14.6 Should any individual provision of these T&C be or become invalid, as a whole or in part, the validity of the remaining provisions shall be unaffected by such circumstances. The invalid provision shall be replaced by a new provision that is legally effective and comes closest, in the usual understanding, to the economic intent and purpose of the invalid provision.