

Terms & Conditions - Advertisers

DEFINITIONS

"Advertisement" means a promotional message (including any code embedded therein) that may consist of text, graphics, audio and/or video or any combination thereof and that is displayed on online media inventory for the purpose of publicizing an Advertiser's products or services, provided by Advertiser, including but not limited to any advertisements provided by Advertiser on behalf of a third party client of Advertiser, as may be further defined in an IO.

"Advertiser" means the entity as referred to as such in the IO;

"Affiliated Company" means any third party under the effective control of a Party to this Agreement or under common control of a Party to this Agreement. Effective control in the foregoing sentence means the possession, directly or indirectly, of the power to direct or cause the direction of the management, policies, or actions of an entity through the exercise of ownership or voting rights;

"Agreement" means this Terms and Conditions together with the applicable IO;

"Campaign" means the actions of Yep Media in fulfilling its obligations to Advertiser under this Agreement;

"Channel(s)" means the media as referred to in the IO;

"CPA" or "Cost Per Acquisition" means the fee paid by Advertiser to Yep Media for each sale of Advertiser's service or product to a customer resulting from Yep Media's performance of its obligations under this Agreement;

"CPC" or "Cost Per Click" means the fee payable by Advertiser to Yep Media for each customer click on Advertisement resulting from Yep Media performance of its obligations under this Agreement;

"CPL" or "Cost Per Lead" means the fee payable by Advertiser to Yep Media for each customer lead provided to Advertiser resulting from Yep Media's performance of its obligations under this Agreement;

"CPM" or "Cost Per Mille" means the fee payable by Advertiser to Yep Media for each impression of an Advertisement to a potential customer resulting from Yep Media's performance of its obligations under this Agreement;

"Database" means the database of consumer data, or any part of such database, such as but not limited to personal data as described in EU Directive 95/46, exclusively owned by Yep Media;

"Deliverables" means the type(s) and amount(s) of results to be delivered (e.g. CPA, CPC, CPL and/or CPM) by Yep Media to Advertiser, as set forth in an IO.

"Effective Date" means the date stated under such heading in the IO, in absence of which it shall be the date of the last signature of the IO.

"E-mail" means the e-mail communication sent by Yep Media to its Database or to parts thereof, from its own e-mail account, as part of the Campaign set up by Yep Media, which e-mail contains an Advertisement.

"End Date" means the date stated under such heading in the IO;

"IO" means insertion order executed between Parties referencing this Agreement.

"Party" means either the Advertiser or Yep Media severally and **"Parties"** means both the Advertiser and Yep Media jointly;

"Yep Media" means Yep Media;

"Territory" means the (parts of) countries referred to as such in the IO;

WHEREAS: Parties have executed an insertion order referencing this Agreement and therefore the Terms and Conditions as stipulated hereunder shall apply between Parties for the performance of that insertion order (hereinafter "IO") unless specifically altered by such IO.

1. APPLICABILITY

1.1. These terms and conditions are applicable to all requests, orders, offers and agreements in which this Agreement is referenced.

1.2. This Agreement shall only be deviated from by agreement in writing, subject to Yep Media reserving the right to change these terms and conditions upon prior written notice of 2 (two) weeks.

1.3. Any general terms and conditions of the Advertiser, howsoever incorporated, shall be excluded.

1.4. The Agreement shall only be binding on Yep Media when signed by the authorized signatory individual(s).

2. ADVERTISEMENT LICENSE, SPECIFICATION, CONTENT AND RESTRICTIONS

2.1. Grant of License: For the purpose of this Agreement, Advertiser hereby grants to Yep Media the worldwide, non-exclusive, royalty-free right and license to use and reproduce, copy, distribute and display, in any medium now known or hereafter developed, the Advertisement and related materials and metadata submitted by Advertiser to Yep Media. In no event shall Yep Media modify or alter the content, text or appearance of any Advertisement without Advertiser's prior written consent.

2.2. Advertisement Content: Advertiser is fully responsible for the content of the Advertisement and for compliance of the Advertisement with all applicable laws and regulations (including but not limited to the applicable privacy and marketing laws and regulations). For the avoidance of doubt, Advertiser shall also be fully responsible for all third party client Advertisements provided by Advertiser hereunder. To the fullest extent permitted by law, and subject to any liability under the applicable data protection law, Yep Media shall exclude any liability with regard to the content of the Advertisement as placed in an E-mail.

2.3. Advertising Restriction: Notwithstanding the above, YEP MEDIA reserves the right, in its sole discretion, without notice and without liability, to reject, omit, exclude, remove or terminate any Advertisement for any reason at any time.

2.4 Advertiser agrees that he will not alter the Tracking Code or remove or alter the location of the Tracking Code. If Advertiser alters, removes, disables or moves the Tracking Code, Advertiser will be obligated to pay Yep Media for all estimated Conversions generated during this period, based upon the historical earnings/conversions. Advertiser agrees that Advertiser will place the Tracking Code on a Landing Page and that this Landing Page does not contain the Tracking Code or tracking method of a third Party.

3. PROPRIETARY RIGHTS

3.1. As between the Parties, Advertiser hereby agrees that Yep Media nothing in this Agreement shall, or may be construed as, a transfer or license of any rights or title in and to the Database, or any part thereof, to Advertiser or the third party clients of Advertiser.

3.2. If and insofar Yep Media is requested by Advertiser to design any Advertisements on behalf of Advertiser, Yep Media hereby agrees that Advertiser shall own all rights, title and interest to such Advertisement, including but not limited to the intellectual property rights of such design under the condition that during the Campaign this Advertisement shall exclusively be used for the Campaign and not for any other purposes, including but not limited to the use of the Advertisement by Advertiser itself and/or by any third parties that advertise Advertiser's services. Such Advertisement shall have to be approved in writing by Advertiser, and Advertiser shall be solely responsible and liable for the content of such Advertisement and for compliance of the Advertisement with all applicable laws and regulations. Advertiser hereby holds harmless Yep Media from any and all claims (including but not limited to third parties claims) in this respect.

4. REPORTING AND PAYMENT

4.1. Reporting: Yep Media's statistics are leading in regards to invoicing the advertiser. The advertiser is responsible to deliver the conversion report within 2 (two) business days after month's end. If Advertiser believes there is a negative Traffic discrepancy of greater than 10%, Advertiser must also deliver their conclusive evidence for this claim within 2 (two) business days after month's end. In the event that the Advertiser has addressed the issue within 2(two) business days, Yep Media will investigate the statistics. Advertiser shall always pay the invoices due in time in full, especially also including in the event described in this section. In the event that Yep Media discovers that there is a negative Traffic discrepancy of greater than 10%, the amount that was unduly paid will be set off against the next invoice.

4.2. Fraud Claims. To the extent Advertiser believes Fraud has occurred in any advertising by Yep Media, Advertiser must notify Yep Media within 96 hours of closing of lead transaction and provide competent evidence of such fraudulent activities to the satisfaction of Yep Media. Failure of Advertiser to notify Yep Media of any fraudulent activity within 96 hours of closing of lead transaction shall waive any right or claim of Advertiser against Yep Media. Advertiser shall not be entitled to any chargebacks for any lead unless agreed to by Yep Media in writing.

4.3. Credit evaluation: Upon signature of this Agreement, Yep Media will conduct an evaluation of Advertiser's credit status. Yep Media's provision of services is contingent to (i) successful completion of such credit evaluation and (ii) there being no material changes to Advertiser's credit status during the term of this Agreement.

4.4. Fees: In consideration for the Deliverables, Advertiser shall pay Yep Media the fees as stipulated in IO. All stated fees are exclusive of VAT, withholding taxes and/or any other taxes that may be assessed by any jurisdiction. If VAT, withholding taxes or any other taxes are imposed by any jurisdiction on the transactions pursuant to this Agreement, Advertiser will pay those taxes to ensure that Yep Media receives the full amount invoiced to Advertiser without offset or deduction.

4.5. Payment: Unless otherwise agreed in the IO, Yep Media may invoice Advertiser on a bi-weekly basis in arrears or, when this Agreement is terminated, at such date of rightful termination. Advertiser shall pay invoices within 14 (fourteen) days of receipt, to the bank account as stipulated therein. In case parties agree that Advertiser shall pay for the Deliverables in advance, and such paid fees are related to the quantity of Deliverables, then Advertiser may, as necessary and applicable, at the end of the term of this Agreement issue a corrective invoice to Yep Media for fees unduly paid, and Yep Media shall return such overpaid amount within 30 (thirty) days of invoice date.

4.6. Late payment: If payment is not made timely, Yep Media may, at its option, immediately terminate this Agreement or suspend this Agreement until full payment has been made. Interest shall accrue on any past due amounts at the rate of the greater of 2% per month or the maximum amount permitted by law. In addition, Advertiser shall be liable to Yep Media for all attorneys' fees and other costs of collection to collect such unpaid amounts.

5. REPRESENTATION AND WARRANTIES

5.1. Advertiser's representations and warranties: Advertiser hereby represents and warrants to Yep Media that: (i) Advertiser has the power and authority to enter into and perform its obligations according to the terms of this Agreement; (ii) Advertiser has no restrictions that would impair its ability to perform its obligations and grant all rights contemplated by this Agreement; (iii) Advertiser has not and will not enter into any agreement that is inconsistent with its obligations hereunder; (iv) none of the Advertisements will violate any rights of any third party including but not limited to intellectual property rights; (v) none of the Advertisements will violate any applicable Act, law, regulation and/or code of conduct; (vi) none of the Advertisements will, when viewed or clicked on by a customer, cause such customer's computer to download any software application; (vii) an Advertisement will not be and/or link to any content that is defamatory, fraudulent, obscene, misleading or otherwise illegal; and (viii) none of the Advertisements will contain any viruses, Trojan horses, trap doors, back doors, Easter Eggs, worms, time bombs, cancelbots or other computer programming routines that

may potentially damage or interfere with Yep Media's services. For the avoidance of doubt and without limitation, the aforementioned representations and warranties are also applicable where Advertiser is acting on behalf of a third party client of Advertiser.

5.2. Yep Media's Representation and Warranties: Yep Media hereby represents and warrants to Advertiser that Yep Media: (i) has the power and authority to enter into and perform its obligations according to the terms of this Agreement; and (ii) has no restrictions that would impair its ability to perform its obligations contemplated by this Agreement. More in particular, and as far as it relates to the Yep Media Database with personal data, Yep Media hereby represents and warrants that all such data has been collected and processed in accordance with any applicable Privacy Acts, laws and regulations.

5.3. Disclaimer EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS AGREEMENT, THE FOREGOING REPRESENTATIONS AND WARRANTIES ARE THE ONLY REPRESENTATIONS AND WARRANTIES GIVEN BY YEP MEDIA AND ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED BY STATUTE OR OTHERWISE, ARE SPECIFICALLY EXCLUDED BY YEP MEDIA TO THE EXTENT PERMITTED BY APPLICABLE LAW, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YEP MEDIA DOES NOT WARRANT THE RESULTS OF USE OF YEP MEDIA'S SERVICES, INCLUDING, WITHOUT LIMITATION, THE RESULTS OF ANY CAMPAIGN, AND ADVERTISER ASSUMES ALL RISK AND RESPONSIBILITY WITH RESPECT THERETO.

6. INDEMNIFICATION AND LIMITATION OF LIABILITY

6.1. Indemnification by Advertiser: Advertiser shall defend, indemnify and hold harmless Yep Media, its Affiliated Companies and their respective officers, directors, employees and agents against any and all losses, damages, liabilities, claims, costs and expenses, including reasonable attorneys' fees, arising out of or in connections with any breach of Advertiser's representations, warranties or obligations set forth in this Agreement.

6.2. Indemnification by Yep Media: Yep Media shall defend, indemnify and hold harmless Advertiser, its Affiliated Companies and their respective officers, directors, employees and agents against any and all losses, damages, liabilities, claims, costs and expenses, including reasonable attorneys' fees, arising out of or in connections with any breach of Yep Media's representations, warranties or obligations set forth in this Agreement.

6.3. Limitation of Liability: Except in the case of indemnification against third party claims pursuant to section 6.1 or 6.2, in no event shall either party be liable for any direct, indirect, consequential, incidental or special damage, cost, loss or expense of any nature suffered by Advertiser in the execution of this Agreement to the maximum extent allowed by the law. Notwithstanding the foregoing, Yep Media's liability for any and all claims arising under this Agreement shall in aggregate not exceed the fees paid under this Agreement in the preceding 6 (six) months.

7. CONFIDENTIALITY

7.1. Parties agree that any and all information, as present now or in the future, which is or may be a trade secret or of a confidential nature (in whatever media) regarding the operations, products, finance, marketing, customers, administration, maintenance, technology, research and development, future inventions and policies of either Party and its Affiliated Companies, including the existence and contents of this Agreement, and all notes, memoranda, records and writings relating to the Campaign, shall be confidential information (together "Confidential Information"). Both Parties shall treat Confidential Information with the strictest confidence and secrecy and none of the Confidential Information shall be disclosed to any third party or used for purposes other than those of this Agreement.

7.2. The restrictions in sub-clause 7.1 above do not apply to Confidential Information:

- a) that is, or has, after disclosure to the receiving Party, entered into the public domain otherwise than as a result of a breach of confidentiality of the receiving Party; or
- b) that is properly and lawfully in the possession of the receiving Party prior to the time that it was disclosed by or acquired from, and was not acquired in any way directly or indirectly from, the disclosing Party and/or its Affiliates or any of its or their respective directors, officers, employees or advisers (as evidenced by the written records or such person or persons) and provided that such information is not known to be subject to any other duty of confidentiality owed to or by the disclosing Party and/or its Affiliated Companies; or
- c) the disclosure of which is required by law or the rules of any applicable regulatory organization provided that, in such case, disclosure shall only be made to the extent reasonably necessary to comply with relevant law or rule and the disclosing Party shall be informed of the requirement such that the disclosing Party may apply for an injunction to prevent its disclosure; or
- d) that the disclosing Party has authorized the receiving Party in writing that the Confidential Information may be made public by the receiving Party.

7.3. The provisions of this clause 8 shall survive the termination of this Agreement and remain in force in perpetuity.

8. DATA PROTECTION

8.1 Compliancy Advertiser: Advertiser hereby agrees to comply with all applicable privacy Acts, laws and regulations. Advertiser acknowledges and agrees that as far as Yep Media is processing the Advertiser data on behalf of Advertiser and that, if, and to the extent, required by applicable data protection legislation, Advertiser will inform third parties of the processing of Advertiser data and ensure that any required third parties have given their consent to such processing.

8.2 Privacy Policy: Advertiser hereby agrees that the Advertiser website(s) and any other application containing any tracking codes provided by Yep Media to Advertiser will feature a privacy policy, linked conspicuously from the Advertiser's home page that (a) discloses Advertiser's privacy practices including the use of a third party for the serving of

its Advertisements , (b) identifies the collection (via cookies and web beacons) and use of information gathered in connection with the Advertisements; (c) provides the customer with instructions as to opting out from such collection; and (d) complies with all applicable privacy Acts, laws and regulations.

8.3 Compliance: Yep Media hereby agrees that all personal data have been collected and processed in accordance with the applicable Privacy Acts, laws and/or regulations. Yep Media also agrees that all Campaigns shall comply with all applicable Privacy Acts, laws and/or regulations. If applicable, this includes Yep Media's obligation to i) clearly mention the Yep Media company details as sender of the E-mail; and ii) provide instructions to the customer as to opting-out from future communications from Yep Media; and iii) to comply with all applicable Privacy Acts, laws and/or regulations.

9. NON-SOLICITATION

9.1: Advertiser recognizes that Yep Media has proprietary relationships with the affiliates and other third party publishers that participate in Yep Media's advertising network and/or otherwise provide advertising inventory to Yep Media. During the term of the Campaign until 6 months thereafter Advertiser shall not solicit affiliates and/or other third party publishers that participate in Yep Media's advertising network to either work directly with Advertiser if those are exposed to Advertiser and the Advertiser agreed that he/she wasn't working with them before. Neither would Advertiser accept the request of going direct if the affiliate was working on Advertiser's campaigns via Yep Media before.

9.2 Advertiser understands and agrees that Advertiser's breach of the provision of clause 9.1 would cause serious financial damage to Yep Media which damages would be difficult of exact proof. Accordingly, Advertiser agrees to pay Yep Media a sum equal of € 50,000 as liquidated damages for each and every breach of the aforementioned article, such notwithstanding the right of Yep Media to claim its actual damages.

10. TERM & TERMINATION

10.1. Term: This Agreement will commence at the Effective Date and continue in full force and effect until the End Date. In absence of an end date the Agreement can be terminated by either party upon prior written notice of 30 (thirty) days.

10.2. Termination of a Campaign: Advertiser may terminate or suspend any Campaign upon providing to Yep Media notice in accordance with the Agreed Out period specified in the IO.

10.3. Termination for Cause: Each Party may terminate this Agreement with immediately effect by written notice to the other Party where the other Party is in breach of a material term of this Agreement, has been served with a notice to remedy this breach, and has not affected a remedy to this breach within 14 (fourteen) days.

11. MISCELLANEOUS

11.1. No Exclusivity. Each Party shall carry out its commitments under this Agreement in a manner that reflects favorably upon the good name and goodwill of the other Party. The Parties agree that the commitments under this Agreement are not exclusive and that either Party may enter into similar agreements with third parties, including either Party's competitors.

11.2. Agency, Partnership, and Joint Venture Excluded: Nothing in this Agreement shall create a relationship between the Parties of agency, partnership, or joint venture.

11.3. Force Majeure: Neither Party shall be held responsible or liable for any losses, direct or indirect damages, costs and/or expense arising out of any delay or failure in performance of any part of this Agreement due to any act of God, act of governmental authority, act of the public enemy or due to war, riot, flood, civil commotion, insurrection, labor difficulty, severe or adverse weather conditions, lack or shortage of electrical power, failure of performance by any third party hosting service or equipment provided or maintained by others, including general performance of the Internet itself, or any other cause beyond the reasonable control of the Party delayed.

11.4. Entire Agreement: This Agreement constitutes the entire agreement between the Parties, and merges all prior and contemporaneous communications with respect to the agreement between the Parties.

11.5. Severability/Waiver: If any provision of this Agreement proves to be or becomes invalid or unenforceable under any of the applicable laws, then such provision shall be deemed modified to the extent necessary to render such provision valid and enforceable; if the provision may not be so altered, it shall be severed and the remainder of Agreement shall remain in full force and effect. No waiver of any breach of provision of this Agreement shall constitute a waiver of any other breach or any provision hereof, and no waiver shall be effective unless made in writing signed by an authorized representative of the waiving party.

11.6. Rights of third parties: Nothing in this Agreement confers or purports to confer on a third party any benefit or any right to enforce a term of this Agreement.

11.7. Assignment and Subcontracting: No rights or obligations arising under this Agreement may be assigned, transferred, subcontracted, or otherwise disposed of without the prior written consent of the Parties. Any attempt to do so is void. However, this Agreement may be transferred, assigned and/or delegated by either Party without prior written consent (i) to a person or entity who acquires or has acquired all or substantially all of this Party's assets, stock or business by sale, merger or otherwise and (ii) to an Affiliated Company of this Party.

11.8. Independent contractor: Advertiser's relationship with Yep Media will be that of an independent contractor and Yep Media shall be solely responsible for determining the method, details and means of performing the Campaign.

11.9. Notices: All notices, authorizations and requests in connection with this Agreement shall be deemed given on the day they are (i) deposited in the mail, postage prepaid, certified or registered, return receipt as requested; or (ii) sent by air express courier (e.g. DHL) charges prepaid, return receipt requested; and addressed as set forth in the IO under the heading "Notices", or in the absence thereof at the address of the party provided therein. Alternatively, regarding the scope of the

Campaign or in case of a change in these terms and conditions, notices shall also be deemed given when sent by e-mail with a personalized acknowledgement of receipt. For avoidance of doubt, invoices addressed to Advertiser shall be sent to the address as provided in the IO.

11.10. Applicable law and dispute solution: This Agreement and any disputes pertaining to it will be governed and construed in accordance with laws of the Netherlands and Parties submit to the jurisdiction of the courts of Amsterdam, the Netherlands.

11.11 This IO shall surpass any other past agreements if such exist.

Terms & Conditions - Publishers

WHEREAS: Parties have executed an insertion order referencing this Agreement and therefore the Terms and Conditions as stipulated hereunder shall apply between Parties for the performance of that insertion order unless specifically altered by such IO.

1. APPLICABILITY

1.1. These terms and conditions are applicable to all requests, orders, offers and agreements in which this Agreement is referenced.

1.2. These conditions shall only be deviated from by agreement in writing, subject to Yep Media reserving the right to change these terms and conditions upon prior written notice of 2 (two) weeks.

1.3. Any general terms and conditions of the Party dealing with Yep Media, howsoever incorporated, shall be excluded.

1.4. The Agreement shall only be binding on Yep Media when signed by the authorized signatory individual(s).

2. DEFINITIONS

"Ads" means advertisements, including the artwork, banners or graphics, provided by Yep Media, including but not limited to any advertisements provided by Yep Media on behalf of any third party client of Yep Media, as may be further defined in an IO.

"Affiliate" means any third party under the effective control of a Party to this Agreement or under common control of a Party to this Agreement. Effective control in the foregoing sentence means the possession, directly or indirectly, of the power to direct or cause the direction of the management, policies, or actions of an entity through the exercise of ownership or voting rights;

This "Agreement" means this Purchasing Agreement for Online Media and the applicable IO and Annex;

"Campaign" means the actions of Supplier in fulfilling its obligations to Yep Media under this Agreement;

"Channel(s)" means the media as referred to in the IO;

"CPA" or **"Cost Per Acquisition"** means the fee payable by Yep Media to Supplier for each completed and valid sale of Yep Media's service or product to a customer resulting from Suppliers performance of its obligations under this Agreement;

"CPC" or **"Cost Per Click"** means the fee payable by Yep Media to Supplier for each valid customer click on Yep Media's Ad resulting from Suppliers performance of its obligations under this Agreement;

"CPL" or **"Cost Per Lead"** means the fee payable by Yep Media to Supplier for each valid customer lead provided to Yep Media resulting from Suppliers performance of its obligations under this Agreement;

"CPM" or **"Cost Per Mille"** means the fee payable by Yep Media to Supplier for each valid impression of Yep Media's Ad to a potential customer resulting from Suppliers performance of its obligations under this Agreement;

"Deliverables" means the type(s) and amount(s) of results to be delivered (e.g. CPA, CPC, CPL and/or CPM) by Supplier to Yep Media, as set forth in an IO.

"Effective Date" means the date stated under such heading in the IO, in absence of which it shall be the date of the last signature of the IO.

"End Date" means the date stated under such heading in the IO;

"IO" means insertion order executed between Parties referencing this Agreement.

"Intellectual Property Rights" means any patents, trade marks, service marks, registered designs (including applications for any of the foregoing), copyright in all works created under this Agreement on behalf of Yep Media and eligible for copyright, including, without limitation, literary or artistic works, or software programs of which it may be the author and which were or are created, compiled, devised or brought into being during the course and scope of Suppliers work for Yep Media, design rights, know-how, trade and business names and any other similar protected rights in any country;

"Party" means either the Yep Media or Supplier separately and **"Parties"** means both the Yep Media and the Supplier jointly;

"Purchaser" means the entity as referred to as such in the IO;

"Supplier" means the entity as referred to as such in the IO;

"Territory" means the (parts of) countries referred to as such in the IO;

3. OBLIGATIONS

3.1. Scope of the Agreement: From time to time Parties may negotiate IO's under which Supplier shall deliver Ad(s) to Channel(s) targeting only the Territory for the benefit of Yep Media. Each IO shall specify: (a) the Deliverables; (b) the price(s) for such Deliverables; (c) the maximum amount of money to be spent (if applicable), (d) the start and end dates of the Campaign.

3.2. Ads: Supplier has no right to change, make additions to or derive from Ads as provided by Yep Media.

3.3. Reporting: Unless otherwise agreed in the IO Yep Media shall report the amount of Deliverables to Supplier within 14 (fourteen) days of the end of each calendar month. Such reported amounts shall be conclusive between Parties unless Supplier can provide incontestable evidence of its incorrectness.

3.4. Change procedure: Supplier shall comply with any request of Yep Media to make changes to the Campaign within 24 (twenty-four) hours notice thereto:

a) providing that the change requested is of a nature that it will not cause Supplier more than nominal inconvenience and expense to implement; or

b) where changes requested by Yep Media will cause more than nominal inconvenience and expense Supplier will inform Yep Media of this fact within 24 (twenty four) hours of such notice for change and provide Yep Media with an estimate of the work, time, and cost required to implement the changes. Yep Media may accept such additional cost by issuing an IO.

3.5. Fee changes: Yep Media may alter the fee payable for the Deliverables by providing Supplier 2 (two) business days notice of the new prices. Supplier may either:

a) accept the prices; or

b) terminate the Agreement before the new prices apply; or

c) enter into negotiations with Yep Media to agree on alternative pricing, providing, however, that the new prices will apply from the date stipulated by the Yep Media.

3.6. Additional Terms and conditions: Supplier undertakes to comply with and be bound by the "Terms and Conditions - Channel Owners" attached as Annex A to this Agreement. Additionally Supplier undertakes to have the person or entity having control over the Channel(s) where the Ads shall be published, its publishers of advertisements comply with the "Terms and Conditions - Channel Owners".

4. PAYMENT

4.1. Should Yep Media reasonably believe that the Supplier has violated this Agreement, has failed to fulfill its responsibilities, or has committed any fraudulent activity, Yep Media shall immediately notify Supplier, in writing, thereof. If Yep Media believes that the Supplier has engaged in fraud and/or breached this Agreement, Yep Media reserves the right to withhold payment and take appropriate legal action by its sole discretion. Supplier expressly agrees to cooperate with Yep Media during the course of and in furtherance of such an investigation and to provide Yep Media with any information which may assist therein

4.2. All stated fees are exclusive of VAT and/or any other sales related taxes.

4.3. Supplier may invoice Yep Media on a monthly basis in arrears or, when this Agreement is terminated, at such date of rightful termination. Yep Media shall pay undisputed invoices within 30 (thirty) days of receipt, to the bank account as stipulated therein.

4.4. Supplier shall send invoices to Yep Media's name as stipulated in the IO to the address:

Weteringschans 109
1017 SB Amsterdam
The Netherlands

Or, alternatively: finance@yepmedia.com

4.5. In case parties agree that Yep Media shall pay for the Deliverables in advance, and such paid fees are related to the quantity of Deliverables, then Yep Media may, as necessary, issue a corrective invoice to supplier for fees unduly paid, and Supplier shall return such overpaid amount within 30 (thirty) days of invoice date.

4.6. Yep Media may offer direct financial incentives to the Channel owner, which shall not be subject to deduction, commission, or adjustment by Supplier. Supplier will pass all incentives through to the recipient Channel owners promptly.

4.7. Yep Media and Supplier may agree that the Channel owner receive a fixed percentage of the price paid to Supplier for the Deliverables and/or a minimum price per Deliverable.

5. INDEMNIFICATION

5.1. Yep Media shall defend, indemnify and hold Supplier harmless against all claims for breach of copyright, trademarks, or image rights and the losses, direct damages, costs and expenses including all reasonable legal fees claimed or incurred by Supplier directly as a result of use of material(s) provided by Yep Media for publishing, provided that (i) Supplier has strictly adhered to all terms and conditions stated in this Agreement (including for the avoidance of doubt, all Additional terms and conditions as referred to in clause 3.6 hereof), and (ii) Supplier shall promptly notify the Yep Media in writing of such claim, and (iii) Yep Media shall be entitled to take sole control of the defense and settlement of the claim at its own cost and expense, including using attorneys or other third parties of its choice, and (iv) Supplier will cooperate with Yep Media in the defense of the claim.

6. CONFIDENTIALITY

6.1. Parties agree that any and all information, as present now or in the future, which is or may be a trade secret or of a confidential nature (in whatever media) regarding the operations, products, finance, marketing, customers, administration, maintenance, technology, research and development, future inventions and policies of Yep Media and its Affiliates, including the existence and contents of this Agreement, and all notes, memoranda, records and writings made by Supplier relating to the Campaign, shall be confidential information (together "Confidential Information"). Supplier shall treat Confidential Information with the strictest confidence and secrecy and none of the Confidential Information shall be disclosed by Supplier to any third party or used for purposes other than those of providing the Campaign to Yep Media.

6.2. The restrictions in sub-clause 6.1 above do not apply to Confidential Information:

- a) that is, or has, after disclosure to Supplier, entered into the public domain otherwise than as a result of a breach of confidentiality of Supplier; or
- b) that is properly and lawfully in the possession of Supplier prior to the time that it was disclosed by or acquired from, and was not acquired in any way directly or indirectly from, Yep Media and/or its Affiliates or any of its or their respective directors, officers, employees or advisers (as evidenced by the written records or such person or persons) and provided that such information is not known to be subject to any other duty of confidentiality owed to or by Yep Media and/or its Affiliates; or
- c) the disclosure of which is required by law or the rules of any applicable regulatory organization provided that, in such case, disclosure shall only be made to the extent reasonably necessary to comply with relevant law or rule and Yep Media shall be informed of the requirement such that Yep Media may apply for an injunction to prevent its disclosure; or
- d) that Yep Media has authorized the Supplier in writing that the Confidential Information may be made public by Supplier.

6.3. The provisions of this clause 6 shall survive the termination of this Agreement and remain in force in perpetuity.

7. LIABILITIES & INDEMNIFICATION

7.1. Supplier assumes full responsibility for the performance and good working of the Campaign. In the event of a breakdown of the service offering, Supplier will take all reasonable steps to bring the equipment and Campaign back into working.

7.2. Except in the case of intent, willful misconduct or non compliance with any of the terms of the Annex to this Agreement of Supplier, Supplier shall not be liable for any indirect, consequential, incidental or special damage, cost, loss or expense of any nature suffered by Yep Media in the performance of the Campaign.

7.3. Yep Media shall not be liable for any direct, indirect, consequential, incidental or special damage, cost, loss or expense of any nature suffered by Supplier in the execution of this Agreement to the maximum extend allowed by the law. Notwithstanding the foregoing, Yep Media's liability for any and all claims arising under this Agreement shall in aggregate not exceed the fees paid under this Agreement in the preceding 12 (twelve) months.

8. REPRESENTATIONS AND WARRANTIES

8.1. Supplier hereby represents and warrants to Yep Media that: (i) Supplier has the power and authority to enter into and perform its obligations according to the terms of this Agreement; (ii) Supplier has no restrictions that would impair its ability to perform its obligations and grant all rights contemplated by this Agreement; (iii) Supplier has not and will not enter into any agreement that is inconsistent with its obligations hereunder; (iv) in providing its obligations under this agreement it will attain standards of care and skill as high as any currently available in the same industry as that of the Supplier and that all Suppliers' personnel, agents and sub-contractors will have the experience and qualification appropriate for any tasks they perform hereunder; and (v) Supplier will act in accordance with all relevant laws and binding codes of conduct applicable to the Campaign.

8.2. Without limiting the generality of the foregoing, for Campaigns using (e-mail) database marketing as Channel, Supplier represents and warrants that all personal data has been collected and processed in accordance with any applicable Privacy Acts, laws and regulations and that all data subjects have given their explicit consent as defined in EU Directive 95/46 and EU Directive 2002/58 for receiving communication for commercial purposes in accordance with the provisions of this Agreement and the IO(s) and agrees to defend, indemnify and hold Yep Media harmless from any liability, claims, damages, fines, penalties, costs, demands and expenses (including costs of defense, settlement and reasonable legal fees) arising from or related to any violation in this respect.

8.3. Yep Media hereby represents and warrant to Supplier that Yep Media: (i) has the power and authority to enter into and perform its obligations according to the terms of this Agreement; and (ii) has no restrictions that would impair its ability to perform its obligations contemplated by this Agreement.

8.4. EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS AGREEMENT, THE FOREGOING REPRESENTATIONS AND WARRANTIES ARE THE ONLY REPRESENTATIONS AND WARRANTIES GIVEN BY EITHER PARTY AND ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED BY STATUTE OR OTHERWISE, ARE SPECIFICALLY EXCLUDED BY THE PARTIES TO THE EXTENT PERMITTED BY APPLICABLE LAW, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9. TERM & TERMINATION

9.1. Term: This Agreement will commence at the Effective Date and continue in full force and effect until the End Date in absence of which the Agreement shall terminate 6 (six) months after the Effective Date without any additional notice thereto being required, and unless terminated earlier in accordance with this Agreement.

9.2. Termination for Convenience: Yep Media may terminate this Agreement for convenience on providing Supplier with 30 days prior written notice.

9.3. Termination of a Campaign: Yep Media may terminate or suspend any Campaign upon providing to Supplier notice in accordance with the Agreed Out period specified in the IO.

9.4. Termination for Cause: Each Party may terminate this Agreement with immediately effect by written notice to the other Party where the other Party is in breach of a material term of this Agreement, has been served with a notice to remedy this breach, and has not affected a remedy to this breach within 14 (fourteen) days.

9.5. Termination for Regulatory Change: Yep Media may terminate this Agreement by written notice and with immediate effect and with no penalty if a governmental or regulatory change significantly impacts the ability of Yep Media to provide services or materials to customers responding to Ads delivered by Supplier.

9.6. Consequences of Termination: Within 24 (twenty-four) hours of termination of the Agreement Supplier shall have any and all links to Ads removed from the Channel(s). The clauses as listed hereafter shall survive the termination or expiration of this Agreement: 3.3, 4, 5, 6, 7, 9.6, 10 and 11.

10. NON-SOLICITATION

10.1: Publisher agrees and acknowledges that Advertiser has proprietary relationships with other publishers, advertisers, and third parties that participate in Advertiser's Network. Publisher shall not intentionally circumvent Advertiser's relationship with such parties, or otherwise offer, make available, provide, contract for or otherwise perform, directly or indirectly, advertising, marketing or promotional services similar to the services performed by publishers in Advertiser's Network for any third party publisher, advertiser, or other third party that Publisher knows or reasonably should know has a relationship with Advertiser or participates in Advertiser's Network. The foregoing prohibition shall apply during the term of this Agreement (and any IO) and for the six (6) month period following termination or expiration of this Agreement. Notwithstanding the foregoing, to the extent that Publisher can show that any such publisher, advertiser, or other third party already obtained such services from Publisher prior to the date of this Agreement, then Publisher shall not be prohibited from continuing such relationship.

11. MISCELLANEOUS

11.1. No Exclusivity. Each Party shall carry out its commitments under this Agreement in a manner that reflects favorably upon the good name and goodwill of the other Party. The Parties agree that the commitments under this Agreement are not exclusive and that either Party may enter into similar agreements with third parties, including either Party's competitors.

11.2. Agency, Partnership, and Joint Venture Excluded: Nothing in this Agreement shall create a relationship between the Parties of agency, partnership, or joint venture.

11.3. Force Majeure: Neither Party shall be held responsible or liable for any losses, direct or indirect damages, costs and/or expense arising out of any delay or failure in performance of any part of this Agreement due to any act of God, act of governmental authority, act of the public enemy or due to war, riot, flood, civil commotion, insurrection, labor difficulty, severe or adverse weather conditions, lack or shortage of electrical power, failure of performance by any third party hosting service or equipment provided or maintained by others, including general performance of the Internet itself, or any other cause beyond the reasonable control of the Party delayed.

11.4. Entire Agreement: This Agreement constitutes the entire agreement between the Parties, and merges all prior and contemporaneous communications with respect to the agreement between the Parties.

11.5. Severability/Waiver: If any provision of this Agreement proves to be or becomes invalid or unenforceable under any of the applicable laws, then such provision shall be deemed modified to the extent necessary to render such provision valid and enforceable; if the provision may not be so altered, it shall be severed and the remainder of Agreement shall remain in full force and effect. No waiver of any breach of provision of this Agreement shall constitute a waiver of any other breach or any provision hereof, and no waiver shall be effective unless made in writing signed by an authorized representative of the waiving party.

11.6. Rights of third parties: Nothing in this Agreement confers or purports to confer on a third party any benefit or any right to enforce a term of this Agreement.

11.7. Assignment and Subcontracting: No rights or obligations arising under this Agreement may be assigned, transferred, subcontracted, or otherwise disposed of without the prior written consent of the Parties. Notwithstanding the foregoing, Yep Media may assign the rights and obligations arising under this Agreement to its Affiliates.

11.8. Independent contractor: Yep Media's relationship with Supplier will be that of an independent contractor and Supplier shall be solely responsible for determining the method, details and means of performing the Campaign.

11.9. Notices: All notices, authorizations and requests in connection with this Agreement shall be deemed given on the day they are (i) deposited in the mail, postage prepaid, certified or registered, return receipt as requested; or (ii) sent by air express courier (e.g. DHL) charges prepaid, return receipt requested; and addressed as set forth in the IO under the

heading "Notices", or in the absence thereof at the address of the party provided therein. Alternatively, regarding the scope of the Campaign, notices shall also be deemed given when sent by e-mail with a personalized acknowledgement of receipt. For avoidance of doubt, invoices addressed to Yep Media shall be sent to the address as provided in clause 4.3 above.

11.10. Applicable law and dispute solution: This Agreement and any disputes pertaining to it will be governed and construed in accordance with laws of the Netherlands and Parties submit to the jurisdiction of the courts of Amsterdam, the Netherlands.