

GENERAL TERMS AND CONDITIONS BETWEEN WIDEORBIT SWEDEN AB AND SELLER

These General Terms and Conditions (these "GTC") form a part of that certain Service Order by and between WideOrbit Sweden AB and Seller.

Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in Clause 26 of these GTC.

1. THE PLATFORM

1.1 General Description. WO Programmatic Digital (the "Platform") is a proprietary digital platform owned and operated by WideOrbit Sweden AB ("WideOrbit") that connects buyers and sellers of advertising. Seller may use the Platform to present Advertising Slots to potential buyers of those Advertising Slots who use the Platform to assess and bid on the Advertising Slots presented by Seller ("Demand Partners").

1.2 Platform Services. Details of specific Platform services provided to Seller under the Agreement are provided in the Service Order and the Documentation.

1.3 Platform Security. Seller acknowledges and agrees that WideOrbit may, in its sole and absolute discretion, take such action as it deems reasonably necessary or advisable to maintain Platform security, health and economic viability (collectively, "Platform Health"), including, without limitation, (a) utilizing third-Party anti-fraud software or services; and (b) reviewing one or more Advertising Slots and bid responses. Seller further acknowledges and agrees that WideOrbit reserves the right to conduct such evaluations and request such information from Seller as WideOrbit deems necessary to maintain Platform Health. If, in WideOrbit's discretion, it determines that Platform Health may be negatively impacted, then Seller acknowledges and agrees that WideOrbit has the right to remove from the Platform (i) any of Seller's Bid Requests, Advertising Slots, and/or websites, and/or (ii) Seller.

1.4 Platform Maintenance. Seller understands that WideOrbit does not guarantee that the Platform will be available at particular times or for any certain uptime commitment, and further acknowledges and agrees that WideOrbit may be required to take the Platform down for routine or emergency maintenance from time to time. Notwithstanding the foregoing, WideOrbit shall use its reasonable commercial endeavours to inform Seller in advance of any planned Platform downtime for routine maintenance, and where possible, emergency maintenance.

2. PAYMENT

2.1 Payment Terms

2.1.1 where WideOrbit is invoiced by Seller, WideOrbit agrees to send payment to Seller within thirty (30) days after WideOrbit has received the corresponding payment from the relevant Demand Partner; provided, however, that WideOrbit shall have no obligation to pay Seller under this Clause 2.1.1 for any Advertising Slot that (a) Demand Partners have, for any reason, not paid

to WideOrbit, and/or (b) WideOrbit determines, in its sole and absolute discretion, violates its Platform Policies, and

- 2.1.2 where Seller is invoiced by WideOrbit, Seller agrees to send payment to WideOrbit within thirty (30) days of date of invoice.
- 2.2 Condition Precedent to Payment. Seller acknowledges and agrees that WideOrbit is not required to pay to Seller any amount in respect of any purchased Advertising Slot unless and until WideOrbit has received payment in respect of such Advertising Slot from the applicable Demand Partner.
- 2.3 Deduction of WideOrbit Fees. Seller acknowledges and agrees that WideOrbit shall be entitled to retain from the amounts paid by Demand Partners the amounts stated on the Service Order due to WideOrbit.
- 2.4 Taxes. WideOrbit shall be entitled to deduct from charges payable to Seller or charge to Seller as applicable all customs, duties, sales, VAT, United States' sales and use taxation, and other similar taxes that WideOrbit is required to account for and pay over on receipt of payment from Demand Partners or which are imposed upon any transaction hereunder.
- 2.5 Payment Delays and Other Adjustments. In the event a Demand Partner alleges (or WideOrbit's internal Traffic Control group otherwise identifies) Invalid Activity by Seller, WideOrbit and Seller shall have the following rights and obligations:
 - 2.5.1 WideOrbit reserves the right in its discretion to withhold payment to Seller and to continue withholding such payment until WideOrbit, acting reasonably, determines whether the allegation is substantially true.
 - 2.5.2 If WideOrbit reasonably concludes that Seller has engaged in Invalid Activity, WideOrbit may, in its discretion, (a) withhold or adjust payments to Seller to exclude or reflect any amounts refunded or credited to Demand Partners; (b) correct the relevant Seller invoice and within ten (10) Business Days of notice from WideOrbit to Seller the Seller shall provide a credit note to reflect the Seller invoice adjustment; (c) retain collected amounts as compensation for expenses and other losses incurred in connection with the recovery and offsetting of claims WideOrbit may have toward Seller.
 - 2.5.3 In addition, WideOrbit may require Seller to immediately refund (and in any event no later than fourteen (14) Business Days after receipt of notice from WideOrbit) to WideOrbit any amounts WideOrbit may have overpaid Seller in any prior period.
- 2.6 Currency Restrictions. WideOrbit reserves the right in its discretion to restrict payment currencies to EUR, NOK, GBP, USD, ZAR, PLN, RUB, CZK, HUF, ILS, TRY and DKK.
- 2.7 Payment Disputes.
 - 2.7.1 Seller must raise any disputes regarding an invoice in writing to WideOrbit within thirty (30) days of the date of the applicable invoice. Failure to timely raise an invoice

dispute constitutes a complete waiver of any Seller right to object to payment of such invoice.

2.7.2 If Seller reasonably disputes any portion of an invoice, Seller must pay the undisputed portion of the invoice and submit written notice of its claim (with sufficient detail of the nature of the claim, the amount and invoice in dispute and all information necessary to properly consider the claim) for the disputed amount. In the event the dispute is not amicably resolved within thirty (30) days of the date of delivery of written notice of its claim, either party may submit a Dispute Notice and the parties shall proceed in accordance with the terms of Clause 32.

2.8 Full Disclosure of WideOrbit Fees. WideOrbit may be entitled to fees in respect of Demand Partners' use of the Platform and/or other services. Seller acknowledges and agrees that Seller has been made aware that WideOrbit may receive fees (which may include revenue share and commissions) from both Seller and Demand Partners in respect of the same Advertising Slots and that, unless otherwise expressly provided in the Service Order, Seller agrees that it has no right, claim or entitlement to share in any such fees.

2.9 Additional Seller Payment Obligations.

2.9.1 Seller agrees that it is responsible for (i) providing and maintaining accurate contact and payment information for its account and (ii) for any charges assessed by its bank or payment provider.

2.9.2 Seller shall send all inquiries regarding invoices to: invoice@admeta.com.

2.9.3 Seller shall notify WideOrbit immediately if Seller (i) changes its VAT registration number, (ii) ceases to be VAT registered, or (iii) sells its business, assets or part of its business or assets. All amounts payable by Seller to WideOrbit and payable by WideOrbit to Seller as reflected in the Service Order and in the invoicing prepared by the Parties are exclusive of VAT.

2.9.4 Seller agrees to enter into a self-billing agreement a copy of which agreement is provided in the Service Order.

3. PLATFORM ACCESS AND USE

3.1 Seller Right to Access and Use Platform. Subject to and in accordance with the terms and conditions of the Agreement, WideOrbit grants Seller a limited, non-exclusive, non-sub licensable (save in respect of a sublicense to a Seller's Sub-Publisher), non-transferable, non-assignable, revocable right to access and use the Platform during the Term.

3.2 The Platform may not be accessed or used by Seller or Seller's Users for any purposes other than internal business purposes.

3.3 Except as set forth in Clause 3.8 below, the Platform may not be sub-licensed by Seller.

- 3.4 Seller represents, warrants, guarantees and covenants that it shall comply with the Seller Platform Use Policy.
- 3.5 Seller represents, warrants, guarantees and covenants that it shall comply with the Platform Policy.
- 3.6 Seller agrees that a breach by Seller of either the Seller Platform Use Policy or the Platform Policy shall constitute a material breach of the Agreement.
- 3.7 Seller shall be solely responsible for and otherwise guarantee that its statements set forth in the Prospect Traffic Quality Checklist (the TQC) which is incorporated into the Agreement by this reference are true, correct, accurate and complete.
- 3.8 Limited Right to Sub-License. On condition of Seller complying with all of its obligations in the Agreement, WideOrbit agrees that Seller may sub-licence a sub-publisher to use the Platform as if that sub-publisher is a Seller under the Agreement (each, a "Seller's Sub-Publisher"); provided, however, that Seller agrees:
 - 3.8.1 to be wholly responsible for the acts and omissions of Seller's Sub-Publisher;
 - 3.8.2 to ensure that Seller's Sub-Publisher shall agree to terms and conditions of contract with Seller in respect of Seller's Sub-Publisher's use of the Platform which are no less onerous than those terms and conditions imposed upon Seller under the Agreement;
 - 3.8.3 that the sublicense to Seller's Sub-Publisher shall include express provision permitting WideOrbit, at its sole option but not obligation, to enforce the terms and conditions of the sub-licence against the Sub-Publisher directly and in its own name;
 - 3.8.4 that Seller's Sub-Publisher's sublicense shall be co-terminus with this Agreement; and
 - 3.8.5 that on request by WideOrbit Seller shall provide WideOrbit with a copy of any sub-licence made to a Seller's Sub-Publisher.
- 3.9 Platform Suspension. WideOrbit reserves the right to suspend Seller's access to the Platform at any time with immediate effect should WideOrbit believe, in good faith, that Seller has committed a material breach of the Agreement or if Seller has failed to pay any amounts to WideOrbit when due.

4. **SERVICE OBLIGATIONS**

- 4.1 Obligation to Provide Platform. WideOrbit shall provide the Platform as described in Clause 1.1 hereof and otherwise in accordance with the Documentation.
- 4.2 Service Level. WideOrbit's AdServing service is included in the Platform up to the level specified in the Service Order.
- 4.3 Enforcement of Demand Partner Payment Obligations. WideOrbit will use its reasonable commercial endeavours to enforce payment obligations of the Demand Partners.

5. **INTELLECTUAL PROPERTY RIGHTS**

- 5.1 No Assignment of IP. Each Party agrees that nothing contained in the Agreement constitutes or shall be construed to be an assignment or transfer of any Intellectual Property Rights held by the other Party.
- 5.2 WideOrbit Ownership of Platform. All ownership rights, title, and interest in and to the Platform, as such may be modified, upgraded, or enhanced from time to time (together with all Intellectual Property Rights therein or related thereto) shall remain with and belong exclusively to WideOrbit.
- 5.3 Publicity Rights. Seller expressly grants permission for WideOrbit and its Affiliates to name Seller as a user of the Platform in their advertising materials and on their websites and press releases, and to use Seller's trademarks and logos in connection with such advertising materials, websites and press releases.
- 5.4 Feedback. Any feedback, suggestions, testimonials, endorsements, information or materials conveyed to WideOrbit by Seller, its Affiliates or any of its or their workers in connection with the Platform shall be collectively deemed to constitute "Feedback," and Seller hereby grants to WideOrbit a non-exclusive, perpetual, irrevocable, royalty free, worldwide license (with the right to grant and authorize sublicenses) to make, have made, use, import, offer for sale, sell, reproduce, distribute, modify, adapt, prepare derivative works of, display, perform, and otherwise exploit such Feedback without restriction.
- 5.5 Modifications. WideOrbit shall have sole and complete control over, and reserves the right at any time to make changes or modifications to the features and functionality of the Platform, and shall own any such modifications including all Intellectual Property Rights therein or related thereto.

6. **DATA**

- 6.1 Use of Data to Monitor Platform. WideOrbit monitors use of the Platform and accesses data in the Platform for the purposes of (i) monitoring auction processes and procedures, (ii) invoicing Seller and Demand Partners for amounts due in connection with their use of the Platform, (iii) identifying Invalid Activity (which may involve sharing data with third party anti-fraud and other software providers), (iv) optimisation and operation of the Platform, and (v) internal reporting. In making use of the Platform and the data contained therein, Seller hereby consents to such monitoring and confirms that it has obtained all necessary consents to such monitoring, sharing and accessing of data, including such consents as may be required by the terms of the European Union Data Protection Directive 95/46 EC (the Privacy Directive) and any successor or related or similar rules or regulations.
- 6.2 Use of Aggregated Data. Notwithstanding anything in the Agreement to the contrary, WideOrbit may use aggregated information and data obtained from monitoring the Platform in the preparation of reports, analytics or case studies and for making improvements or modifications to the Platform and for other lawful business purposes.

- 6.3 Transfer of End User Data. To the extent that any data relating to Seller or included in an Advertising Slot contains data concerning a Seller's end user, including any Personal Data, Seller understands and agrees that WideOrbit may transfer such Personal Data outside of the European Economic Area, including to the United States, for Processing and, to the extent required by the Platform, to Demand Partners. Seller acknowledges and agrees that, prior to transferring any such data to WideOrbit, Seller shall have obtained all necessary consents for such transfer and Processing.
- 6.4 Retention of Data. Notwithstanding any provision of the Agreement to the contrary, WideOrbit may retain data provided by Seller for compliance purposes and for the other purposes stated in this Agreement for such period as such data is reasonably required to be maintained by WideOrbit.
- 6.5 Privacy Policy. Seller agrees to the Privacy Policy which is incorporated herein by reference and which may be amended from time to time by WideOrbit in WideOrbit's sole and absolute discretion a copy of which Platform Policy may be found at www.admeta.com/upload/Privacy%20Policy.pdf

7. **INDEMNIFICATION**

- 7.1 Seller Indemnification. Seller hereby agrees to defend, indemnify and hold harmless WideOrbit and its directors, managers, officers, workers and Affiliates (collectively, the "WideOrbit Indemnified Parties") at its own expense against all liabilities, costs, expenses, damages and losses including but not limited to any direct, indirect or consequential loss, loss of profit, and all interest, penalties and legal costs, and all other professional costs and expenses suffered or incurred by any WideOrbit Indemnified Party (collectively, "Losses") in respect of, in connection with or arising from:
- 7.1.1 Seller's Sub-Publisher's breach of the sub-licence and/or Seller's Sub-Publisher's use of the Platform;
- 7.1.2 any failure by Seller and its workers or agents to comply with any of their obligations under the Data Protection Act 1998 and the Privacy Directive;
- 7.1.3 any claim brought by a Data Subject or from any penalty imposed by any competent authority arising from any act or omission by WideOrbit, to the extent that such act or omission results directly from Seller's instructions or use of the Platform; and
- 7.1.4 any breach of the Agreement, including these GTCs and any other WideOrbit policy or procedure incorporated herein by reference.
- 7.2 WideOrbit Indemnification.
- 7.2.1 WideOrbit hereby agrees to defend, indemnify and hold harmless Seller and its directors, managers, officers, workers and Affiliates (collectively, the "Seller Indemnified Parties") at its own expense against all Losses in respect of, in connection with or arising from any third party claim brought against Seller Indemnified Parties alleging that Seller's use of the Platform in accordance with the Agreement infringes any European Union copyright, trademark or trade secret, and

WideOrbit shall pay any final judgment awarded against Seller or WideOrbit approved settlement amounts in such action to the extent that they are attributable to use of the Platform in accordance with the Agreement.

- 7.2.2 WideOrbit shall have no obligation to indemnify Seller, nor shall WideOrbit have any liability to Seller to the extent that the claim of infringement is caused by: (i) Seller's modification or other use of the Platform in violation of this Agreement; (ii) Seller's failure to use corrections, updates or enhancements that WideOrbit provided to Seller; (iii) Seller's use of Platform in combination with any product or information not developed and provided by or on behalf of WideOrbit, except as authorized in writing by WideOrbit; (iv) Seller's distribution, marketing or use for the benefit of third parties of Platform; or (v) a modification to Platform as a result of information, direction, specification or materials provided by any party other than WideOrbit.
- 7.2.3 If the Platform or any portion thereof is, or in WideOrbit's reasonable opinion is likely to be, held or alleged to be infringing, then WideOrbit shall at its option and expense, either: (i) procure the right for Seller to continue using the Platform; or (ii) replace or modify the Platform with an equivalent functionality so that it becomes non-infringing. If neither of the foregoing alternatives is feasible without undue expense, WideOrbit may terminate this Agreement immediately on notice to the Seller.
- 7.2.4 The foregoing states the sole liability of WideOrbit and the sole remedy of Seller in the event of any claim of infringement, violation, or misappropriation of any European Union copyright, trademark or trade secret arising from use of the Platform in accordance with this Agreement.

8. DISCLAIMERS

- 8.1 Disclaimer Acknowledgment. Seller hereby expressly acknowledges and agrees that:
- 8.1.1 the Platform and any related products are provided by WideOrbit on an "as is" basis only;
- 8.1.2 use of the Platform is at Seller's sole risk;
- 8.1.3 all warranties of any kind capable of being disclaimed, whether express, implied, statutory, or otherwise, oral or written, including, the implied warranties of merchantability, fitness for a particular purpose and non-infringement, are disclaimed by WideOrbit;
- 8.1.4 WideOrbit shall not be liable for any harm that may be caused by Seller's access to application programming interfaces or the execution or transmission of malicious code or similar occurrences, including disabling devices, drop dead devices, time bombs, trap doors, Trojan horses, worms, viruses and similar mechanisms;
- 8.1.5 the terms of the Agreement may not be altered due to custom or usage or due to the Parties' course of dealing or course of performance under the Agreement; and
- 8.1.6 notwithstanding any provision of the Agreement to the contrary, WideOrbit shall not be responsible for any act or omission of any Demand Partners.

9. **LIMITATION OF LIABILITY**

9.1 **WIDEORBIT SHALL NOT BE LIABLE HEREUNDER FOR ANY: (i) PUNITIVE, (ii) INCIDENTAL, (iii) INDIRECT, (iv) SPECIAL, (v) RELIANCE, OR (vi) CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING: (a) LOST BUSINESS, (b) REVENUE, (c) ANTICIPATED PROFITS, (d) LOSS OF GOODWILL, (e) BUSINESS WORK STOPPAGE, (f) COMPUTER FAILURE, OR (g) LOSS OF DATA OR COMPUTER MALFUNCTION. IN EACH CASE WHETHER BASED ON: (1) BREACH OF CONTRACT, (2) TORT (INCLUDING NEGLIGENCE), OR (3) OTHERWISE, AND WHETHER OR NOT WIDEORBIT WAS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.**

9.2 **WideOrbit shall not be liable for any: (i) direct, (ii) indirect, (iii) incidental, (iv) special, (v) punitive, or (vi) consequential damages (including but not limited to damages for lost profits, business interruption, loss of programs or information, and the like) that result from: (a) the use of or inability to use the Platform, (b) mistakes, (c) the Platform not meeting Seller's requirements or expectations, (d) omissions, (e) hardware failures, (f) translations and system wordings, (g) functionality of filters, (h) migration issues, (i) interruptions, (j) deletion of files or directories, (k) unavailability of backups, (l) errors, (m) defects, (n) delays in operation, (o) delays in transmission, or (p) Invalid Activity regardless of whether WideOrbit has been advised of such damages or their possibility.**

9.3 **Liability Cap. In no event shall WideOrbit's liability under the Agreement, to expressly include liability under its indemnification obligations, exceed the amount of revenue actually recognized by WideOrbit from Seller under this Agreement in the six (6) months immediately preceding such claim.**

9.4 **Exceptions to Limitations. Nothing in the Agreement shall limit a Party's liability where such limitation would be a breach of applicable laws, including applicable laws prohibiting limitations of liability for death or personal injury arising from negligence or for fraud.**

9.5 **Time Bar to Claims. Seller must present any claim for breach of the Agreement by WideOrbit within twelve (12) months of the occurrence of such breach, after which time it is agreed that all such claims shall be time-barred.**

10. **CONFIDENTIALITY**

10.1 **Protection Obligation. Each Party shall use commercially reasonable measures to protect Confidential Information of the other Party and undertakes that it shall not disclose to any person any Confidential Information concerning the business, affairs, customers, clients or suppliers of the other Party or of that Party's Affiliates, except as permitted by Clause 10.2, during the term of the Agreement and, regardless of the cause of termination, for a period of five (5) years after termination of the Agreement. Neither Party shall use the other Party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under the Agreement.**

- 10.2 Exceptions. For the period stated in Clause 10.1, neither Party shall disclose to any third party Confidential Information obtained from the other Party unless (i) required to do so by law or pursuant to any order of Court or (ii) prior written consent is received from the disclosing Party or (iii) the Confidential Information enters the public domain other than as a result of a breach by a Party of this Clause 10.2 or (iv) a Party needs to disclose in order to fulfil its obligations under the Agreement.
- 10.3 Representatives. Each Party may disclose the other Party's Confidential Information to its workers, officers, representatives or advisers who need to know such information for the purposes of exercising the Party's rights or carrying out its obligations under or in connection with the Agreement; provided, however, that prior to such disclosure such Party shall procure that anyone to whom Confidential Information is disclosed keeps such Confidential Information confidential to the same extent as the Parties under the Agreement.

11. **TERM AND TERMINATION**

- 11.1 Term. The Agreement shall enter into force when the Service Order is signed by both Parties, or automatically and immediately by Seller upon its use of the Platform whichever is the sooner, and shall continue until the expiration or earlier termination of the Agreement (the "Term").
- 11.2 Termination for Convenience. Either Party may terminate the Agreement upon thirty (30) days' prior written notice for any or no reason.
- 11.3 Termination for Cause. Either Party may immediately terminate the Agreement if the other Party commits a material breach of any of the terms of the Agreement and, where capable of remedy, does not cure such material breach within ten (10) days' of notice of breach from the non-breaching Party; provided, however, that WideOrbit reserves the right to terminate the Agreement immediately (without any cure period) in the event that (i) Seller's use of the Platform results in, or is the subject of, actual or potential legal action or threatened legal action against WideOrbit or any of its Affiliates, vendors, partners, representatives or customers, without consideration for whether such actual or potential legal action or threatened legal action is eventually determined to be with or without merit; or (ii) Seller is found or reasonably suspected to have violated the Platform Policy, including by engaging in Invalid Activity.
- 11.4 Termination on Liquidation. In addition, WideOrbit may immediately terminate the Agreement in the event Seller enters into liquidation, either voluntary or compulsory, is deemed unable to pay its debts as they become due or otherwise becomes bankrupt, insolvent or suffers any other form of financial distress.
- 11.5 Return of Confidential Information. Upon termination of the Agreement for any reason, each Party shall return to the other Party or destroy any Confidential Information of the other Party in its possession or control.
- 11.6 Post-Termination Obligations.

- 11.6.1 Any provision of the Agreement that expressly or by implication is intended to come into or continue in force, including any payment obligation, on or after termination or expiry of the Agreement shall remain in full force and effect.
- 11.6.2 On termination or for any good reason at any time during the term of the Agreement Seller shall promptly comply with any request from WideOrbit requiring Seller to amend, transfer or delete any Personal Data from the Platform.
- 11.6.3 The termination of the Agreement shall not affect the accrued rights of the Parties.
- 11.7 Post-Termination Rights. At the termination or expiration of the Agreement, for whatever reason, WideOrbit may remove all open Advertising Slots from the Platform and, within the discretion of WideOrbit; WideOrbit may deny Seller access to the Platform.
12. **NO RIGHT OF SET OFF**. All amounts due under the Agreement from Seller to WideOrbit shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
13. **INADEQUACY OF DAMAGES**. Without prejudice to any other rights or remedies that WideOrbit may have, Seller acknowledges and agrees that damages alone shall not be an adequate remedy in respect of any breach of the Agreement in respect of, in connection with or arising from WideOrbit's Intellectual Property Rights, use or misuse thereof. Accordingly, WideOrbit shall be entitled to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of such terms of the Agreement.
14. **FORCE MAJEURE**. Neither Party shall be in breach of the Agreement nor liable for delay in performing, or failure to perform, any of its obligations under the Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control (each, a "Force Majeure Event"). In such circumstances the affected Party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for two (2) weeks, the Party not affected may terminate the Agreement by giving five (5) Business Days' written notice to the affected Party. A Force Majeure Event shall not relieve a Party from liability for an obligation which arose before the occurrence of that event, nor does that event affect one Party's obligation to make timely payment of money due to the other Party.
15. **ASSIGNMENT**
- 15.1 WideOrbit may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Agreement, provided that it gives prior written notice of such dealing to Seller.
- 15.2 Subject to Clause 3.8 Seller shall not assign, transfer, mortgage, charge, subcontract, licence, declare a trust over or deal in any other manner with any of its rights and obligations under the Agreement without the prior written consent of WideOrbit.

15.3 Without limiting its general rights to assignment, WideOrbit may assign its rights under the Agreement in whole or in part to Demand Partners who make claims against Seller in respect of, in connection with or arising from bids made through the Platform.

16. **ANTI-CORRUPTION COMPLIANCE**

16.1 The Seller represents, warrants, and covenants that: Seller and any of its owners, Affiliates, officers, directors, workers and agents shall comply with the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, and the anti-corruption laws of any other applicable jurisdiction (Anti-Corruption Laws); and that to the best of its knowledge no government is investigating or has in the past five years conducted, initiated or threatened any investigation of Seller or any of its owners, Affiliates, officers, directors or workers for alleged violation of Anti-Corruption Laws.

16.2 In the event of a breach of any of the representations, warranties, and covenants in Clause 16.1, the Agreement may be terminated immediately by WideOrbit issuing Seller a written notice of termination.

16.3 In no event shall WideOrbit be obligated under the Agreement to take any action or omit to take any action that WideOrbit believes, in good faith, would cause it to be in violation of any Anti-Corruption Laws.

16.4 Seller shall cooperate in good faith in any investigation by WideOrbit or its auditors, lawyers or representatives. Such cooperation includes providing WideOrbit and its representatives with prompt and complete access to Seller's records for audit.

17. **ANNOUNCEMENTS.** Subject to Clause 5.3 no Party shall make, or permit any person to make, any public announcement concerning the Agreement without the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including any relevant securities exchange), or any Court.

18. **LATE PAYMENT.** If a Party fails to make any payment due to the other under the Agreement by the due date for payment, then the defaulting Party shall pay interest on the overdue amount at the rate of 4% per annum. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The defaulting party shall pay the interest together with the overdue amount. This Clause shall not apply to payments the defaulting party disputes in good faith.

19. **ENTIRE AGREEMENT.**

19.1 The Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

19.2 Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement.

20. **COSTS.** Each Party shall pay its own costs incurred in connection with the negotiation, preparation, and execution of the Agreement and any documents referred to in it.
21. **PRECEDENCE.** If there is an inconsistency between any of the provisions of these GTC, the schedules, referenced linked documents and the Service Order respectively, the provisions of the Service Order shall prevail in preference to these GTC, and the provisions of these GTC shall prevail in preference to the provisions of the schedules, and the schedules shall prevail in preference to the provisions of the referenced linked documents. However, no Service Order shall override any term or condition of the GTC unless it expressly overrides the conflicting provision of these GTC by clause number reference.
22. **VARIATION.** No variation of the Agreement shall be effective unless it is in writing and signed by the Parties.
23. **WAIVER.** No failure or delay by WideOrbit to exercise any right or remedy provided under the Agreement or by law shall constitute a waiver of that or any other of its rights or remedies, nor shall it prevent or restrict the further exercise of that or any other of its rights or remedies. No single or partial exercise of such right or remedy by WideOrbit shall prevent or restrict the further exercise of that or any other right or remedy.
24. **SEVERANCE.** If, in the opinion of the Court, any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Clause shall not affect the validity and enforceability of the rest of the Agreement.
25. **NO PARTNERSHIP OR AGENCY**
- 25.1 Nothing in the Agreement is intended to, nor shall be deemed to, establish any partnership or joint venture between the Parties, constitute one Party the agent of the other Party, or authorise a Party to make or enter into any commitments for or on behalf of the other Party.
- 25.2 Each Party confirms it is acting on its own behalf and not for the benefit of any other person.
26. **DEFINITIONS AND INTERPRETATION**
- 26.1 The following definitions and rules of interpretation apply in the Agreement:
- 26.1.1 Advertising Slot: a placement for advertisement on a website;
- 26.1.2 Advertiser Creative: advertisement material;
- 26.1.3 Affiliate: any entity that directly or indirectly controls, is controlled by, or is under common control with another entity;

- 26.1.4 Agreement: a Service Order subject to these GTC signed by both Parties together with any document referenced in or attached to either the Service Order or GTC;
- 26.1.5 Bid Request: a request sent by the Seller to Demand Partners through the Platform in order to receive a bid for an Advertising Slot;
- 26.1.6 Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;
- 26.1.7 Business Hours: the period from 8.00 am to 4.00 pm on any Business Day in England;
- 26.1.8 Confidential Information: all confidential information which the disclosing Party or its representatives directly or indirectly discloses to the recipient Party. This includes: the fact that discussions and negotiations are taking place concerning the Platform and the status of those discussions and negotiations; the terms of the Agreement; all confidential or proprietary information relating to: the business, affairs, customers, clients, and suppliers, of the disclosing Party or its Affiliates and the operations, processes, product information, know-how, technical information, designs, trade secrets or software of the disclosing Party, or of the disclosing Party's Affiliates any information, findings, data or analysis derived from Confidential Information; and any other information that is identified as being of a confidential or proprietary nature;
- 26.1.9 Court: a court of England and Wales;
- 26.1.10 Data Subject: an individual who is the subject of Personal Data;
- 26.1.11 Documentation: One or more of the following documents, which documents are as amended or withdrawn from time to time, and which may be provided to the Seller by WideOrbit: WOPD API documentation; WOPD Placement Tags 1.6.5; WOPD DMP Integration Guide; WOPD Script; WO Programmatic – Digital Open RTB Specification 2.3; WO Programmatic – Video 1.0; WOPD Audio Documentation 0.2.0; Native Ads Implementation Guide; and WOPD Sales Deck.
- 26.1.12 Impression: metric for counting the number of times a user has viewed a particular Advertising Slot;
- 26.1.13 Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, Confidential Information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of

protection which subsist or shall subsist now or in the future in any part of the world;

- 26.1.14 Invalid Activity: any activity in breach of or not in compliance with the Platform Policy or Seller Platform Use Policy;
- 26.1.15 Party: a party to the Agreement and Parties shall be collectively the parties to the Agreement;
- 26.1.16 Personal Data: has the meaning set out in section 1(1) of the Data Protection Act 1998;
- 26.1.17 Platform Policy: WideOrbit's Platform policy, which policy may be amended from time to time in the discretion of WideOrbit and is by this reference incorporated into these GTC (a copy of the extant Platform Policy is at <http://www.admeta.com/upload/AdmetaPlatformPolicy.pdf>);
- 26.1.18 Processing and process: have the meaning set out in section 1(1) of the Data Protection Act 1998;
- 26.1.19 Seller: the party entering into the Agreement to sell Advertising Slots through the Platform and named as Seller on the Service Order;
- 26.1.20 Seller Platform Use Policy: WideOrbit's policy for Seller Platform use, which policy may be amended from time to time in the discretion of WideOrbit and is by this reference incorporated into these GTC (a copy of the extant Seller Platform Use Policy is at <http://www.admeta.com/upload/sellerplatformusepolicy.pdf>).
- 26.1.21 Service Order: an order form for WideOrbit services substantially in the form appended hereto at schedule 1 and containing, amongst other things, a description of the WideOrbit services to be provided under the Agreement; the charges for those services; and any agreed amendments to these GTC;
- 26.1.22 Seller's Users: only those workers or agents of Seller that Seller has granted express permission to access the Platform in accordance with the Agreement and for whose actions Seller agrees to be liable; and
- 26.1.23 VAT: value added tax or any equivalent tax applicable within the European Union.
- 26.2 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 26.3 The Agreement shall be binding on, and enure to the benefit of, the Parties to the Agreement and their respective personal representatives, successors and permitted assigns, and references to any Party shall include that Party's personal representatives, successors and permitted assigns.
- 26.4 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made thereunder.

- 26.5 A reference to writing or written does not include email unless otherwise stated herein.
- 26.6 Any obligation on a Party not to do something includes an obligation not to allow that thing to be done.
- 26.7 Any words following the words 'including', 'include', 'in particular', 'for example' or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 26.8 Clause, schedule and paragraph headings shall not affect the interpretation of the Agreement.
27. **COUNTERPARTS.** The Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
28. **THIRD PARTY RIGHTS**
- 28.1 A person who is not a Party to the Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.
- 28.2 The rights of the Parties to terminate, rescind or agree any variation, waiver or settlement under the Agreement are not subject to the consent of any other person.
29. **NOTICES**
- 29.1 Any notice given to a Party under or in connection with the Agreement shall be in writing and shall be:
- 29.1.1 delivered by hand or by pre-paid first-class post or other next Business Day delivery service at its registered office (if a company) or its principal place of business (in any other case);
- 29.1.2 if to WideOrbit, sent by email to support@admeta.com; and
- 29.1.3 if to the Seller, sent by email to the email address provided in the Service Order for the Seller.
- 29.2 Any notice shall be deemed to have been received:
- 29.2.1 if delivered by hand, on signature of a delivery receipt;
- 29.2.2 if sent by pre-paid first-class post or other next Business Day delivery service, at 9.00 am on the second Business Day after posting; and
- 29.2.3 if sent by email, at 9.00 am on the next Business Day after transmission.
- 29.3 This Clause 29 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

30. **GOVERNING LAW.** The Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.
31. **JURISDICTION.** Each Party irrevocably agrees that the courts of England and Wales, sitting in London, shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Agreement or its subject matter or formation.
32. **DISPUTE RESOLUTION**
- 32.1 If a dispute arises out of or in connection with the Agreement or the performance, validity or enforceability of it (Dispute) then, the Parties shall follow the procedure set out in this Clause 32: either Party shall give to the other written notice of the Dispute, setting out its nature and full particulars (Dispute Notice), together with relevant supporting documents. On service of the Dispute Notice, a statutory director of WideOrbit and a statutory director of Seller shall attempt in good faith to resolve the Dispute for a period of thirty (30) days (or such period as may mutually be agreed between the Parties). Should the Parties fail to resolve the Dispute within the thirty (30) day period either Party shall be at liberty to seek resolution of the Dispute in accordance with the governing law and jurisdiction applicable to the Agreement. Nothing shall preclude a statutory director of either Party from nominating an alternative worker within that Party to liaise as necessary with the other Party's nominee.
- 32.2 Notwithstanding Clause 32.1 hereof either Party shall be permitted to seek injunctive relief at any time.

