

TERMS AND CONDITIONS FOR ADVERTISERS

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 WELL MADE VENTURES GMBH 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 WELL MADE VENTURES GMBH when signed by the authorized signatory individual(s).

2. 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 an 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 WELL MADE VENTURES GMBH 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 WELL MADE VENTURES GMBH for each sale of Advertiser’s service or product to a customer resulting from WELL MADE VENTURES GMBH’s performance of its obligations under this Agreement;

“**CPC**” or “**Cost Per Click**” means the fee payable by Advertiser to WELL MADE VENTURES GMBH for each customer click on Advertisement resulting from WELL MADE VENTURES GMBH performance of its obligations under this Agreement;

“**CPL**” or “**Cost Per Lead**” means the fee payable by Advertiser to WELL MADE VENTURES GMBH for each customer lead provided to Advertiser resulting from WELL MADE VENTURES GMBH’s performance of its obligations under this Agreement;

“**CPM**” or “**Cost Per Mille**” means the fee payable by Advertiser to WELL MADE VENTURES GMBH for each impression of an Advertisement to a potential customer resulting from WELL MADE VENTURES GMBH’s 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 WELL MADE VENTURES GMBH 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;

“**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 WELL MADE VENTURES GMBH severally and “**Parties**” means both the Advertiser and WELL MADE VENTURES GMBH jointly;

“**WELL MADE VENTURES GMBH**” or “**WELL MADE VENTURES**” means WELL MADE VENTURES GMBH;

“**Territory**” means the (parts of) countries referred to as such in the IO;

3. ADVERTISEMENT LICENSE, SPECIFICATION, CONTENT AND RESTRICTIONS

3.1. Grant of License: For the purpose of this Agreement, Advertiser hereby grants to WELL MADE VENTURES GMBH 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 WELL MADE VENTURES GMBH.

3.2. Advertisement Specification: Advertiser agrees to comply with and deliver all Advertisements in accordance with the technical specifications provided by WELL MADE VENTURES GMBH to enable proper display of such Advertisement in connection with this Agreement. Advertiser will be solely responsible for any and all costs Advertiser incurs for the production and delivery of the Advertisement in accordance with such specifications and for any programming related to the same which Advertiser elects to undertake. WELL MADE VENTURES GMBH reserves the right, in its sole discretion, to change any of its Advertisement specification at any time.

3.3. 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, WELL MADE VENTURES GMBH shall exclude any liability with regard to the content of the Advertisement as communicated.

3.4. Advertising Restriction: Notwithstanding the above, WELL MADE VENTURES GMBH 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.

4. PROPRIETARY RIGHTS

4.1. As between the Parties, Advertiser hereby agrees that WELL MADE VENTURES GMBH owns and retains all right, title and interest in its services, Campaigns, its systems, all software, databases and other aspects and technologies related to its services and systems, any enhancements, modifications or derivative works thereto, any materials made accessible to Advertiser by WELL MADE VENTURES GMBH through its systems or services (subject to section 4.2 below) or otherwise, and all intellectual property and proprietary rights in and to all of the foregoing.

4.2. If and insofar WELL MADE VENTURES GMBH is requested by Advertiser to design any Advertisements on behalf of Advertiser, WELL MADE VENTURES GMBH 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 WELL MADE VENTURES GMBH from any and all claims (including but not limited to third parties claims) in this respect.

5. REPORTING AND PAYMENT

5.1. Reporting: Unless otherwise agreed in the IO WELL MADE VENTURES GMBH shall report the amount of Deliverables to Advertiser within 7 (seven) days of the end of each fortnightly (2 calendar weeks) period. Such reported amounts shall be conclusive between Parties unless Advertiser can provide incontestable evidence of its incorrectness. If WELL MADE VENTURES GMBH permits Advertiser to host the Advertisement in a CPA campaign, Advertiser shall permit WELL MADE VENTURES GMBH to place tracking codes on the Advertisement and WELL MADE VENTURES GMBH's reporting generated from such tracking code will be binding on Advertiser.

5.2. Fraud Claims: To the extent Advertiser believes Fraud has occurred in any advertising by WELL MADE VENTURES GMBH, Advertiser must notify WELL MADE VENTURES GMBH within 48 hours of closing of each (lead/) transaction and provide competent evidence of such fraudulent activities to the satisfaction of WELL MADE VENTURES GMBH. Failure of Advertiser to notify WELL MADE VENTURES GMBH of any fraudulent activity within 48 hours of closing of each (lead/) transaction shall waive any right or claim of Advertiser against WELL MADE VENTURES GMBH. Advertiser shall not be entitled to any chargebacks for any lead unless agreed to by WELL MADE VENTURES GMBH in writing.

5.3. Credit evaluation: Upon signature of this Agreement, WELL MADE VENTURES GMBH will conduct an evaluation of Advertiser's credit status. WELL MADE VENTURES GMBH'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.

5.4. Fees: In consideration for the Deliverables, Advertiser shall pay WELL MADE VENTURES GMBH 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 WELL MADE VENTURES GMBH receives the full amount invoiced to Advertiser without offset or deduction.

5.5. Payment: Unless otherwise agreed in the IO, WELL MADE VENTURES GMBH 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 WELL MADE VENTURES GMBH for fees unduly paid, and WELL MADE VENTURES GMBH shall return such overpaid amount within 30 (thirty) days of invoice date.

5.6. Late payment: If payment is not made timely, WELL MADE VENTURES GMBH 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 WELL MADE VENTURES GMBH for all attorneys' fees and other costs of collection to collect such unpaid amounts.

6. REPRESENTATION AND WARRANTIES

6.1. Advertiser's representations and warranties: Advertiser hereby represents and warrants to WELL MADE VENTURES GMBH 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) Advertiser will not in any way collect and/or store personal identifiable data of end-users of its Advertisements without the explicit consent of the end-user and site. For avoidance of doubt, this consent is not automatically provided by WELL MADE VENTURES GMBH (vii) none of the Advertisements will, when viewed or clicked on by a customer, cause such customer's computer to download any software application; (viii) an Advertisement will not be and/or link to any content that is defamatory, fraudulent, obscene, misleading or otherwise illegal; and (ix) 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 WELL MADE VENTURES GMBH'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.

6.2. WELL MADE VENTURES GMBH's Representation and Warranties: WELL MADE VENTURES GMBH hereby represents and warrants to Advertiser that WELL MADE VENTURES GMBH: (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.

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

7. INDEMNIFICATION AND LIMITATION OF LIABILITY

7.1. Indemnification by Advertiser: Advertiser shall defend, indemnify and hold harmless WELL MADE VENTURES GMBH, 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.

7.2. Indemnification by WELL MADE VENTURES GMBH: WELL MADE VENTURES GMBH 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 WELL MADE VENTURES GMBH's representations, warranties or obligations set forth in this Agreement.

7.3. Limitation of Liability: Except in the case of indemnification against third party claims pursuant to section 7.1 or 7.2, 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, WELL MADE VENTURES GMBH'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 3 (three) months.

8. CONFIDENTIALITY

8.1. 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.

8.2. The restrictions in sub-clause 8.1 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.

8.3. The provisions of this clause 8 shall survive the termination of this Agreement and remain in force for 2 (two) subsequent years.

9. DATA PROTECTION

9.1. Compliance Advertiser: Advertiser hereby agrees to comply with all applicable privacy Acts, laws and regulations. Advertiser acknowledges and agrees that as far as WELL MADE VENTURES GMBH 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. When Advertiser is using cookies Advertiser will arrange informed consent and provide opt out possibility for the users of its advertisements. By no means Advertiser shall collect or store personal identifiable data without explicit consent of the users of its advertisements which shall be arranged by the Advertiser.

9.2. Privacy Policy: Advertiser hereby agrees that the Advertiser website(s) and any other application which is advertised through the WELL MADE VENTURES GMBH network 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, advertiser ids 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.

10. NON-SOLICITATION

10.1. Advertiser recognizes that WELL MADE VENTURES GMBH has proprietary relationships with the affiliates and other third party publishers that participate in WELL MADE VENTURES GMBH's advertising network and/or otherwise provide advertising inventory to WELL MADE VENTURES GMBH. During the term of the Campaign and 6 months thereafter Advertiser shall not solicit affiliates and/or other third party publishers that participate in WELL MADE VENTURES GMBH's advertising network to either work directly with Advertiser or through an alternate affiliate supplier.

10.2 Advertiser understands and agrees that Advertiser's breach of the provision of clause 10.1 would cause serious financial damage to WELL MADE VENTURES GMBH which damages would be difficult of exact proof. Accordingly, Advertiser agrees to pay WELL MADE VENTURES GMBH a sum equal of € 50,000 as liquidated damages for each and every breach of the aforementioned article, such notwithstanding the right of WELL MADE VENTURES GMBH to claim its actual damages.

11. TERM AND TERMINATION

11.1. 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.

11.2. Termination of a Campaign: Advertiser may terminate or suspend any Campaign upon providing to WELL MADE VENTURES GMBH notice in accordance with the Agreed Out period specified in the IO.

11.3. 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.

12. MISCELLANEOUS

12.1. No Exclusivity: Each Party shall carry out its commitments under this Agreement in a manner that reflects favourably 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, subject to clause 10.1.

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

12.3. 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, labour 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.

12.4. 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.

12.5. 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.

12.6. 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.

12.7. 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.

12.8. Independent contractor: Advertiser's relationship with WELL MADE VENTURES GMBH will be that of an independent contractor and WELL MADE VENTURES GMBH shall be solely responsible for determining the method, details and means of performing the Campaign.

12.9. 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.

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

Signed for and on behalf of Well Made Ventures GmbH	Signed for and behalf of <i>ADVERTISER</i>
Name: Timo Matthias	Name:
Company: Well Made Ventures GmbH	Company:
Title: Managing Director	Title:
Date:	Date: