

1. DEFINITIONS

- Partner's Website/Application : refers to the portal website(s) and/or apps operated directly or indirectly by the Partner and in which the Adexad Results will be incorporated.
- Adexad Results : refers to any and all commercial offers, websites, news posting, promotional offers, advertising, messages, documents in any format and the corresponding URLs, Database extracts provided by Adexad's search engine following a request made by an internet user from the Partner's Website/Application.
- Databases : refers to all the databases created, operated and maintained by Adexad and on which the Merchant Websites and their Catalogues are referenced.
- Catalogues : refers to the Merchant Websites' Catalogue(s) of products or services.
- Merchant Websites : refers to the online merchants that have subscribed to the website priority paid-for referencing services proposed by Adexad.
- Adexad's engine : refers to the Software and Databases on the basis of which the search and comparison engine developed and produced by Adexad works.
- Software : refers to all the software developed by Adexad so as to operate the Database through search, selection, classifying, hierarchical and display operations.
- Databases : refers to all the databases created, operated and maintained by Adexad and on which the Merchant Websites and their Catalogues are referenced.
- Agreement : refers to the present agreement.
- Publisher Extranet : refers to the online portal where the Partner can (a) initially sign up to be a Publisher with Adexad and (b) manage its relationship with Adexad (which may include managing technical, financial and other matters as part of this Agreement).
- Net Clicks : refers to the total number of Total Clicks minus the Irregular Clicks.
- Irregular Clicks : refers to a Click produced through a process intended to or effectively artificially or abnormally generating Paying Clicks.
- Paying Clicks : refers to the Net Clicks which give rise to payment from the Merchant Websites and to a share of returns between Adexad and the Partner.
- Publisher Revenue : refers to the amount periodically communicated through the Publisher Extranet and based on fixed and/ or flexible amount of the Gross Revenue
- Click : refers to the activation of a hyperlink by an internet user from the Partner's Website/Application rerouting the user to a products and services offer listed in the Results.
- Gross Revenue : refers to the amounts received by Adexad from Merchants Websites solely as a result of Paying Clicks on Results, after deducting applicable

taxes that Adexad is required to pay or collect for service provision (such as VAT and any gross-up for withholding tax). Additionally, deductions include credit card processing fees, bad debt, chargebacks, commissions or discounts granted to agencies, refunds to Merchants incurred by or on behalf of Adexad (as determined at Adexad sole discretion), API costs, and any other reasonable expenses related to the implementation and maintenance of this Agreement.

2. SUBJECT MATTER OF THE AGREEMENT

a. Subject matter

The subject matter of the Agreement is to determine the rights and obligations of the Parties in the scope of the integration within the Partner's Website/Application relying on the use of the Database and the Adexad's Engine.

3. INTELLECTUAL PROPERTY

a. Adexad's intellectual property rights

The Partner expressly acknowledges that the Adexad Engine and its constitutive elements belong to Adexad and are protected by the French Intellectual Property Code.

The Partner undertakes not to infringe them in any way and more generally not to infringe any other intellectual property rights owned by Adexad.

b. Right of remote use of Adexad Engine

For the only needs of the Agreement, Adexad assigns a right to the Partner strictly limited to the remote use of the Adexad Engine under the conditions of the Agreement. The duration of this right of use is limited to the duration of the Agreement

Except for the abovementioned right of remote use, the Partner expressly acknowledges that the Agreement does not give (the following listing being not limiting):

- any right of representation, exploitation or use, nor any license on the intellectual, industrial or sui generis property rights owned currently or in the future by Adexad including its constitutive elements,
- any right of permanent or temporary reproduction, of stocking, of adaptation, of arrangement or any other modification, marketing, reverse engineering, translation. for any purposes, of the Adexad Engine and its constitutive elements, and
- any right of extraction or re-use of qualitatively or quantitatively substantial parts of the Database's content, and any light of recurrent and systematic extraction or re-use of qualitatively or quantitatively non substantial parts of the Database's content.

The Partner undertakes not to use the Adexad Engine for any other purposes than the dynamic display of shopping Results.

4. ADEXAD'S OBLIGATIONS

a. Adexad Engine operating

Adexad undertakes to do everything reasonably in its power to ensure the correct running of the Adexad Engine from the Partner's Website and/or Applications.

The Partner undertakes to report as soon as reasonably possible to Adexad any anomaly that it may notice in the operating of the Partner's Website and/or Applications and to reasonably provide any necessary or useful assistance for a solution.

The Adexad's Engine results are obtained automatically from searching keywords on the Databases.

Adexad does not guarantee in any way the equivalence between the results and a request made by users from the Application.

b. Availability

Adexad undertakes to make its commercially reasonable efforts to ensure that the Adexa's Engine is available 7 days a week and 24 hours a day, subject to interruptions resulting from maintenance or upgrading requirements.

Adexad shall not be liable in the event that "force majeure" prevents this availability.

c. Information on changes affecting technical conditions

Adexad retains the right to amend the conditions of technical performance of the contract subject to informing the Partner in any appropriate way.

d. Extranet availability

Adexad undertakes to communicate to the Partner an access to a secure Publisher Extranet using an access code and password.

e. Adexad commercial clients information

Adexad reserves the right to inform Memhant Websites about the Net Clicks arising from the Partner's Website and/or Applications.

f. Selection of Merchant website

On express and justified application of a Merchant Website, Adexad reserves the right not to integrate the aforementioned Merchant Website catalogue into the Results displayed in the Partner's Website and/or Applications.

The Partner has chosen to only display the Results of the Merchant Websites which have subscribed to Adexad's priority paid-for referencing program.

5. PARTNER'S OBLIGATIONS

a. Availability

The Partner undertakes to make its commercially reasonable efforts to ensure that Partner's Website and/or Applications is available 7 days a week and 24 hours a day, subject to interruptions resulting from maintenance or upgrading requirements.

b. Partner's Website and/or Applications access for users

The Partner undertakes to facilitate access to the Partner's Website and/or Applications and to make its commercially reasonable efforts to promote the Partner's Website and/or Applications by any appropriate marketing.

c. Displaying Results (if applicable)

The Partner undertakes to permanently and scrupulously respect the integrity of the results communicated by the Adexad's Engine to the Partner's Website and/or Applications.

In this regard, the Partner undertakes not to infringe, complete, reduce and generally amend the results or the contents including the title, text, the filing and the URLs that it contains.

In particular :

- i. Exceptionally subject to a legitimate reason, Partner's Website and/or Applications may request to Adexad that the services and products offers of a determined Merchant Website may not be presented in the results list. Adexad reserves the right to assess the legitimacy of the Partner's Website and/or Applications request on a case by case basis, and could demand, if it considers it necessary, the Partner's commercial comments.
- ii. The Partner also ensures that the purpose of the display process does not infringe the image or honor, and more generally does not damage Adexad clients.

Subject to above, the Partner will remain free to introduce the Results subject to the terms that it shall define.

d. Partner's Website and/or Applications positioning and conditions of use

The Partner undertakes all necessary measures upon receiving the results provided by Adexad to make them understandable, compatible and readable by its IT system, in order to make them available through the Partner's Website and/or Applications.

e. Adexad's engine use limitations

The Partner undertakes not to generate or to have automatically generated, Clicks or enquiry requests on the Adexad's Engine by means of software, a web robot or any similar methods.

In this respect, the Partner undertakes to make proper arrangements to control and prevent the use of the Partner's Website and/or Applications by a third party for request transmission or execution of automatic and fraudulent Clicks.

The Partner undertakes not to introduce any process with the aim or effect of binding Web Partner's clients in any way, to execute researches, enter a request or click one or several Results.

The Partner undertakes not to reward or pay the Internet users for clicking the Results displayed in the Partner's Website and/or Applications.

The Agreement will terminate without notice in case of negligence of the Partner's aforementioned, in accordance with conditions of article 8 of the Agreement.

6. FINANCIAL CONDITIONS

At the end of each calendar month, Adexad will notify the Partner of the Publisher Revenue owed to the Partner for that period. This information will be provided either via the Publisher Interface or through another reasonable method.

Partner agrees that Adexad may in its absolute discretion determine whether a Click counts as a Paying Click for the purposes of the Publisher Revenue.

Adexad shall use best endeavours to pay Partner the Publisher Revenue within ten (10) days as of the date of the request for invoice.

The minimum threshold for submitting an invoice to Adexad for payment is 500 Euros (or its equivalent in another currency) per calendar year. Invoices below this threshold will be accumulated and processed once the threshold has been reached.

7. DURATION

Adexad may unilaterally terminate the Agreement on fifteen (15) days notice, in case of a material breach by the Partner of any obligation resulting from the Agreement, without detriment to Adexad's option to claim compensation for damages which may have been caused by the aforementioned breach.

Adexad will not be obliged to respect the notice in case of complaint seeming justified received from one or more Merchant Websites about Clicks, posting conditions or the traffic coming from the Partner's Website and/or Applications and also in case of :

- Execution by the Partner of any fact or act, including abstention, which is aimed at or has the effect of interfering with Adexad's image, credibility, reputation or goodwill;
- Execution by the Partner of every fact or act, including abstention, which is aimed at or has the effect of interfering with the rights and the property of Adexad, of Merchant Websites or of its farmers;

Fraud by the Partner which is aimed at or has the effect of obtaining payments corresponding to Irregular Clicks.

The termination will be notified to the Partner by registered letter with proof of receipt and will produce its effects automatically, without Adexad needing to carry out any other formalities.

8. PARTIES' STATEMENTS

The Parties declare and guarantee that to their knowledge :

- The subject matter and the content of Website(s)/Application(s) operated by them comply with the applicable laws and regulations; and
- The execution of the Agreement does not conflict with any previous obligation towards any third party and there are no restrictions, particularly statutory or resulting from agreements, to the execution of the Agreement.

9. INDEMNIFICATION

Each party (the "Indemnifying Party") agrees to indemnify, defend and hold harmless the other party and its affiliates (and all equity holders, employees, officers, contractors or representatives of the same) (collectively, the "Indemnified Party") to the maximum extent permitted by law from and against any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees) arising out of or relating to a third party claim based on the Indemnifying Party's breach of any warranty or undertaking under this Agreement. If any claim or action is brought against the Indemnified Party for which indemnity may be sought pursuant to this section, the Indemnified Party shall be entitled to participate at their own expense in the defence of such claim, and no settlement may be entered into by the indemnifying Party without the Indemnified Party's prior written consent.

10. LIABILITIES

Adexad is not the author of and does not accept any liability with respect to information included in the Results, on the Partner's Website and/or Applications and on the Merchant Websites.

As a consequence, Adexad shall not incur any liability with respect to the subject matter, the accuracy, the commercially attractive character, or the presentation of the offers. products and services presented in Results of Requests.

Adexad's liability may not be incurred, either in respect of third parties, the Partner or Partner Websites/Application visitors, for the consequences of use of the Websites/Applications or Request Results.

As a consequence, Adexad cannot be liable towards the third parties and the Partner or the aforesaid visitors, of the non-execution, the bad execution, the late execution, or any other failure of the Merchant Website operators, or to the consequences of these failures, consecutive to an order or a purchasing by a visitor with the Partner's Website and/or Partner's Website and/or Applications.

In any case, Adexad cannot be held liable towards the Partner or Partner's Website and/or Applications visitors for any damaged, of any type, such as loss of use, data, financial or commercial loss, or the impossibility to use the Partner's Website and/or Applications or the Results. Furthermore, any assistance provided by Adexad in respect of use of the Partner's Website and/or Applications cannot create any other guarantee according to the present conditions.

11. INDEPENDENCE – EXCLUSIVITY

a. Independent contractors

Each Party is an independent contractor and no provision of this Agreement may be interpreted as constituting a de facto or de jure corporation, a franchising or commercial agency agreement, or an employer-employee relationship between the Parties.

b. No commercial representation

The Partner is prohibited from issuing or accepting offers of a commercial nature or not, or commercial statements of a commercial nature or not, on behalf of Adexad.

12. COMPLIANCE WITH LAWS, REGULATIONS AND PROFESSIONAL PRACTICES

a. Ethics -Professional Rules

Each Party also undertakes to always behave towards the other Party and Internet users logged onto its website/application, in compliance with professional ethics.

b. Content — Respect of third parties rights

Each party undertakes not to display any messages or information, of any form or nature (indicative list that cannot be considered as exhaustive):

- Contrary to public policy and accepted standards of good behaviour,
- Insulting, libellous, racist, xenophobic, revisionist, inciting to discrimination, hate of an individual or a group of persons by reason of their origins or their belonging or their non-belonging, whether actual or supposed, to a specific ethnic group, nation, race or religion,
- Threatening a person or a group of persons,
- Pornographic or paedophile in nature,
- Inciting the commission of an offence or an act of terrorism or making the apology of war crime or crime against humanity,
- Inciting suicide,
- Allowing third parties to directly or indirectly obtain pirated software, software serial numbers, software allowing the commission or acts of piracy and intrusion in IT and telecommunication systems, viruses and other logic bombs, and more generally any software tool or other allowing to infringe third parties rights and the security of individuals and goods,
- In violation of the private nature of correspondence,

The Parties undertake to respect third party rights, including without limitation:

- Personality laws (right of publicity, right to the respect of private life),
- Trademark rights,
- Author's rights, (notably on software, sounds, images, picture, texts, moving images) and neighbouring rights (interpreters, phonogram producers, picture recording and sui generis rights of database producers).
- And more generally rights of individuals and goods.

c. Cooperation of the Parties - Changes of the Law

Each Party undertakes to provide to the other Party information of a technical, commercial or legal nature that are necessary to a due performance of the Agreement. In this regard, the Partner notably undertakes to communicate to Adexad any

information which may have consequences on the attendance to, the scope and architecture of, the Partner's Website/Application.

In compliance with the spirit of this partnership, the Parties undertake to adopt and keep a good faith behaviour, loyalty and transparency towards each other. In this regard, the Parties expressly undertake to consult each other and to negotiate in good faith the terms of their collaboration that may remain to be defined, as well as any amendment that may become necessary by reason of potential difficulties related to performance of the Agreement, technological changes and evolution of the Parties' activity which may require an amendment to this Agreement.

In the event of a change in the legal or regulatory environment affecting performance of this Agreement, the Parties agree that they shall make their commercially reasonable efforts to draw closer together in order to consider arrangements, if any, that shall be made in the Agreement.

These arrangements will necessarily take the form of an amendment to this Agreement.

13. CONFIDENTIALITY

a. Confidential Information

Each Party acknowledges that it may possess, receive or have access to information of the other Party or relating to the other Party, and that are considered by the other Party as being confidential, as coming under trade secrecy or as being subject to any other restriction. Under this Agreement, "Confidential Information" shall mean any information, whatever its form may be, retained or rendered, whether directly or indirectly, available from one Party to the other and that (i) is hit by confidentiality, restriction, or any other similar designation; or (ii) is, by its own nature, confidential or belongs to a category of information the confidential nature of which shall be known to the recipient, whether such information be hit by confidentiality or not. The terms of this Agreement are considered by both Parties as being Confidential Information.

b. Confidentiality Obligation

Each Party undertakes to keep strictly confidential this Agreement and any other information and/or documents it may be already aware of or It may become aware within the framework of this Agreement, regarding the other Party, its company and/or its activities.

The Parties undertake not to disclose said information within their respective companies except where it is necessary for performance of this Agreement, and to take any necessary steps to ensure that these provisions are complied with by the whole of its staff.

c. Exclusions

The following are not considered as being confidential: (i) information in the public domain that did not become public through a breach of this Agreement or (ii) properly obtained from third Parties exterior to the Parties and lawfully allowed to disclose such information without any restriction obligation with respect to their subsequent use or disclosure, or (iii) independently developed by the recipient Party, without reference to Confidential Information of the disclosing Party. Moreover, a Party will not be considered as breaching its obligations when disclosing Confidential Information of the other Party in order to comply with a legal request from a competent governmental authority, provided that, upon receipt of such a request and insofar as it is authorised by law to do so, said Party informs the other of the request before disclosing the information, so as to enable the other Party to dispute this disclosure or to take steps to maintain the confidentiality of the Confidential Information, or any other step that it shall regard as adequate in order to protect this Confidential Information.

14. FORCE MAJEURE

Neither Party may be held liable for any loss of damages resulting from delays or breach of its obligations under the Agreement attributable to a case of force majeure or an act of God, provided that the occurrence of this event shall be rapidly notified to the other Party in writing, specifying the impact of this event on the estimated period during which it will affect performance of this Agreement.

In addition to force majeure cases that are usually accepted by French courts case law the following are also expressly considered as being force majeure: total or partial strikes, lockout, blocking-up, slowing down or defaulting performance of electronic communications networks, IT breakdowns and failures and power cuts.

15. ASSIGNMENT

This Agreement and all the provisions hereof will bind the Parties hereto, their successors in law and authorised assigns, especially in the event of a change of control or a merger of a Party, either by merger by a third party company or through the creation of a new company, as in the event of a de-merger, spin-off or other merger or restructuring operation, and will be the sole beneficiaries thereof.

Except as set forth above, neither party may assign nor transfer this Agreement nor any obligation incurred hereunder, without the prior written consent of the other party. Any attempt to do so without such consent shall be null and void and of no force and effect. However, Adexad is authorized to assign this Agreement, in whole or in part, to any existing or future subsidiary in which Adexad directly or indirectly has participation or to the successor of its activity.

16. NOTICES

Except cases where it is expressly provided in the Agreement that notices shall be made by registered notice, any other notice between the Parties will be validly made by any ordinary means usually admitted as post, facsimile or email subject to proof of receipt.

17. NON – WAIVER

The non-enforcement by one or the other Party of one or the provisions of the hereto Agreement, or the sole circumstance -at any time - not to require the performance of a provision of the hereto Agreement by the other Party shall not be interpreted as a present or future waiver to the aforesaid provisions and shall absolutely not affect the faculty for each Party to enforce afterwards each of these provisions. The formal waiver by one of the Parties to a provision, a condition or a requirement of the hereto Agreement does not constitute a waiver to a future obligation to comply with the said provision, condition or requirement.

18. APPLICATION LAW - JURISDICTION

This agreement is exclusively governed by French law.

In the event of a dispute arising in respect to any of the terms of this Agreement the Parties shall first make best efforts to resolve the dispute by amicable settlement.

In the event the dispute is not settled within ten (10) days after a written demand for settlement, any legal action or proceeding arising under this Agreement will be brought exclusively in courts located in Paris (Commercial Courts), France, notwithstanding multiple defendants or appeal on cross-claim, even for injunctive procedures, by application or through summary proceedings