

# MAINOSTAJASOPIMUS

## TOLKKU by PERMISSION

### 1. Osapuolet

I Permission Oy Ab, osoite Kalevankatu 31 A 8, 00100 HELSINKI, y-tunnus 2774366-4, edustajanaan CEO Niklas Holmström, myöhemmin Tolkku tai permission.

II Asiakas, jälkikäteen Asiakas.

### 2. Sopimuksen soveltamisala

2.1 Tällä sopimuksella asiakas saa oikeuden käyttää permissionin seuranta-alustaa itsepalvelualustana, sellaisenaan kuin se on. Permissionin vastuulla on auttaa asiakas käynnistämään palvelu, sekä lähetämään tarvittava tieto asiakkaalle itsekäytöä varten. Permissionin tehtäväänä on olla tekninen partneri ja asiakkaan vastuulla on julkaisijoiden kontaktointi ja kommunikointi heidän kanssaan. Tarvittaessa permission voi asiakkaan niin halutessa tarjota konsultaatiota hintaan 100,00 € /tunti. Minimivelotus 1 tunti, laskutetaan kuukausittain. Kuukausittainen tuki sisältää yhden uutiskirjeen julkaisijoille ja pyynnöstä tarvittavat julkaisijoiden kontaktitiedot.

2.2 Irtisanomisaika on 30 vrk ja se tulee tehdä kirjallisesti.

### 3 Maksut ja palkkiot

3.1 Asiakas maksaa valitsemansa kuukausihinnoittelun mukaisesti.

Laskutusväli on 1 kk ja palvelun avausmaksu on 0 €.

3.2 Komissiot sovitaan erikseen kirjallisesti ja laskutetaan kuukausittain.

### 4 Sovellettava lainsäädäntö

Sopimusta ja sen mukaista suhdettasi permissioniin hallitaan ja tulkitaan Suomen lakiin mukaisesti. Sopimuksen perusteella tai sen yhteydessä syntyvät vaatimukset, riidat tai asiat ratkaistaan neuvotteluissa mahdollisuksien mukaan. Mikäli osapuolet eivät pysty ratkaisemaan mitään tässä sopimuksessa syntyneitä riitoja neuvottelujen avulla, yksinomaista lankäyttövaltaa käyttää Helsingin tuomioistuin.

### 5 Allekirjoitukset

5.1 Tämä sopimus katsotaan allekirjoitetuksi, kun tilaus on lähetetty ja käsitelty.

5.2 Asiakas on lukenut huolellisesti koko sopimuksen, mukaan lukien mainostajan palveluehdot ja kaikki liitteet. Asiakas vakuuttaa ymmärtävänsä sopimuksen kaikkien liitteiden merkityksen. Osapuolet sopivat noudattavansa tässä sopimuksessa ja liitteissä vahvistettuja ehtoja.

LIITE 1 Mainostajan palveluehdot

## 1. Definitions

“Ad” shall mean any creative including, but not limited to text link, banner, voucher code, video, rich media and/or data feed, or any combination thereof.

“Ad Media” shall mean a person or legal entity that is connected to the Platform and supplies traffic to Offers available on the Platform.

“Demand Partner Client” shall mean any third-party, including, but not limited to, any person and/or legal entity, for whose benefit the Demand Partner uses the Services.

“Interface” shall mean the online element that enables the Demand Partner to use the Platform.

“Offer” shall mean the program set up by You that Ad Medias can promote and deliver Users to who purchase Products. In return for promoting Offers Ad Medias are entitled to payouts in accordance with the terms of the Agreement and Offers.

“Platform” shall mean permission’s suite of technology.

“Product” shall mean the products or services that are advertised in Offers.

“Services” shall mean products and services, including, but not limited to, products and services used to target, display, and make available advertising, offers, and payments methods to Demand Partner and Ad Media, process related transactions, and provide accurate and comprehensive reporting to Demand Partner and shall include all data, information and content.

“Site” shall mean the website linked to in the Ad promoting the Product.

“User” shall mean any user of the internet.

“Website” shall mean the permission website.

## 2. Use of Services

Permission’s obligations under the Agreement are expressly conditioned upon permission’s receipt and approval, at permission’s sole discretion, of Your application to become a Demand Partner (the “Application”) which, receipt by permission of such Application constitutes Your consent to the terms of the Agreement and Your acceptance of permission’s use of cookies.

## 3. Scope of the Agreement

You desire to use the Services to advertise Products to Users through Offers made available through the Platform in accordance with the Agreement.

## 4. Changes to the Agreement

If performance informs you about changes to the Agreement, you will be deemed to agree to the changes if you continue to use the Services. If performance makes changes to the Agreement that you do not agree with, you must advise performance of this within 7 days. You will then be entitled to use the Services for a period of 21 days after the date that you advise performance of this, after which you must stop using the Services unless in its sole discretion performance agrees otherwise.

## 5. License

5.1 Subject to the terms of the Agreement performance, for the applicable fees, hereby grants You a limited, non-transferable, non-exclusive, non-sub licensable and revocable license to access, view and use the Platform, Services and any related information provided to You by performance (the "License").

5.2 The License does not include or authorize: (a) any reproduction, duplication, copying, sale, trading, resale, modification or any other commercial use of any portion of the Platform, Services or any information contained therein; (b) downloading (other than the page caching) of any portion of the Platform, Services or any information contained therein, except as expressly permitted on the Platform; (c) decompiling or reverse engineering any part of the Platform or Services; (d) using any meta-tags or any other "hidden text" utilizing Our trademarks without prior written permission; or (e) any use of the Platform, Services or any information contained therein other than for their intended purpose. Any unauthorized use of the License is strictly prohibited and results in an immediate termination of the Agreement.

5.3 Your data may be included in data sets to analyze trends, calculate price and performance indexes and provide industry and performance insights.

5.4 You acknowledge and agree that performance may improve the form, nature, and content of the Platform, Services and any information contained therein from time to time at its sole discretion without prior notice to You.

5.5 You agree that You will not, in connection with Your use of the Platform, violate any applicable law, ordinance, rule, regulation or treaty.

## 6. Account

6.1 To use the Platform You must submit a complete and accurate Application via the Website. To join the Platform as Demand Partner, You must be a corporate entity or an individual of at least eighteen (18) years of age.

6.2 performance will evaluate Your Application and promptly notify You of Your Application acceptance or rejection. If any of the information supplied as part of Your Application changes, you must immediately update the information in Your Interface. If You are submitting an Application on behalf of Your employer or another entity, You represent and warrant that You have full legal authority to bind Your employer or such other entity to the Agreement. If You do not have such authority, then You may not submit an Application or

use the Platform on behalf of Your employer or another entity and You must discontinue all use of the Platform immediately.

6.3 You accept the terms of the Agreement by completing the Application and clicking "Sign up", e-signing and/or signing the Agreement. The Agreement is effective as of the date that You sign up to the Platform, e-sign or sign the Agreement (the "Effective Date"), provided that performance does not reject the Application. Performance may reject Your Application at its sole discretion.

## 7. Offers

7.1 Performance shall deliver Ads on behalf of You to Users in accordance with the criteria established through Offers in Your Interface. Each Offer shall specify the information necessary for performance to deliver the Ads.

7.2 You agree that You are solely responsible for any Offer that is published, transmitted and/or posted by and through the Platform. In connection with the Offers that You publish, transmit and/or post by and through the Platform, You agree not to: (a) post, offer for download, email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (b) post, offer for download, transmit, promote or otherwise make available any software, product or service that is illegal or that violates the rights of a third party, including, but not limited to, spyware, adware, programs designed to send unsolicited advertisements (i.e. "spam-ware"), services that send unsolicited advertisements, programs designed to initiate "denial of service" attacks, mail bomb programs and programs designed to gain unauthorized access to networks on the internet; (c) post Offers that could be considered unlawful, harmful, threatening, defamatory, obscene, harassing or otherwise objectionable and/or (d) post Offers that do not fully comply with all applicable local, state and federal laws, rules and regulations.

7.3 Engaging in any of the prohibited actions as described in the preceding paragraph shall be deemed a breach of the Agreement and may result in the immediate Termination of the Agreement without notice, at the sole discretion of performance. Performance reserves the right to pursue any and all legal remedies against Demand Partners that engage in the aforementioned prohibited conduct.

7.4 You acknowledge that performance has the right to pre-screen any Offers, but no obligation to do so. At performance's sole discretion, any Offer may be included in the Platform in whole or in part and performance may request Offer modifications at any time. Without limiting the foregoing, performance may pause or terminate any Offers at any time and for any cause.

7.5 You acknowledge that the Offers are Your sole responsibility. Performance undertakes no responsibility to monitor or otherwise police: (a) Your Offers posted on the Platform; (b) the Sites the Ads redirect to; (c) any Ad Medias promoting Your Offers; and/or (d) any of the Products offered on the Sites. You agree that under no circumstance, will performance be liable in any way for the Offers including, but not limited to, any errors or omissions in any

Offers or any loss or damage of any kind accrued as a result of the use or distribution of any Offers transmitted or otherwise made available via the Platform.

7.6 Individuals or entities who purchase Products advertised through Offers on the Platform or who perform any other transaction on the Sites shall not be deemed to be customers, clients or business associates of performance. The same accounts for any Demand Partner Client using the Platform with the Demand Partner's permission. Performance has no liability or responsibility to review, endorse, police or enforce any such relationship(s) between Demand Partner, its Demand Partner Clients and/or the Users. Performance shall have no obligation to resolve any dispute between Demand Partner, its Demand Partner Clients and/or the Users. Demand Partner expressly agrees to indemnify and hold harmless performance, its parents, affiliates and/or subsidiaries, and each of their respective officers, partners, members, managers, employees, agents and attorneys, from and against any and all losses and expenses (including reasonable attorney's fees, court costs and/or settlement costs) arising from any dispute between Demand Partner, its Demand Partner Clients and/or the Users.

## 8. Invoicing and Payment

8.1 You hereby authorize performance to invoice You monthly for Your use of the Platform and Services starting from the Effective Date.

8.2 You are responsible for any and all fees associated with invoice payments and for any and all costs resulting from currency exchange.

8.3 In the case of SEPA Direct Debit or credit card payment, the invoice is due upon receipt. In case of standard bank transfer, the payment term is fifteen (15) days net.

8.4 You are solely responsible for paying any and all applicable sales, use, and/or withholding tax (if any) due to all applicable taxing authorities arising from, or in connection with, Your participation in the Platform or use of the Services including, without limitation, taxes and related fees, costs and penalties incurred by You and/or Your Demand Partner Clients pursuant to those tax laws of any applicable state in which, pursuant to the terms of the Agreement, performance shall be considered a software vendor for tax purposes.

8.5 The following conditions apply to any Termination: (a) You shall not receive any refund or prorated refund for amounts previously paid or amounts owed to performance up to the effective date of termination; and (b) You remain liable for any and all unpaid fees invoiced by performance. Your failure to use the Platform or the Services does not constitute a basis for refusing to pay any of the associated fees indicated herein.

8.6 You are responsible for all fees accrued on and before the effective date of termination, even if such fees do not become due and payable until after the effective date of termination. Performance reserves the right to send Your account to debt collection for non-payment and to use Your information for debt collection purposes.

8.7 Performance may change any fees and/or pricing solutions upon thirty (30) days prior written notice sent to the email address supplied in Your Interface. Continued membership in the Platform or use of the Services after receipt of such notice shall constitute consent to any and all such changes; provided, however, that any amendment or modification to the invoicing provisions shall not apply to any charges incurred prior to the applicable amendment or modification. If You do not agree with these changes, You may cancel Your account at any time by Termination of the Agreement, but You will remain responsible for timely payment of any and all fees charged pursuant to the Agreement that You have already incurred.

8.8 Performance may deactivate Your account and deny you access to the Platform and/or Services for non-payment. If You fail to make any scheduled payment for accrued fees, such overdue months are subject to interest charges in the amount of one and a half percent (1,5%) per month, compounded monthly, or, if different, the maximum amount permitted by law.

8.9 To use our Services, performance may require You to provide Us with accurate, complete, and current information for a valid credit card that You are authorized to use. Amounts owed will be charged to Your credit card unless You request, and performance approves, an alternative payment method. If Your monthly invoice falls below payment thresholds determined at Our sole discretion, performance may wait with charging Your credit card until the aggregated amounts owed exceed the payment threshold. All credit card holders are subject to validation checks and authorization by the card issuer, and performance is not obliged to inform You of the reason for any refusal. Performance is not responsible if Your card issuer or bank charges You as a result of Our processing of Your credit card payment in accordance with Your instructions.

8.10 Demand Partner shall pay performance the fees set forth in the Agreement. The data and records of performance shall be determinative for purposes of calculating the fees due hereunder.

8.11 Performance shall be responsible for processing the Ad Medias payouts based on the recorded and approved transactions subject to the receipt of the corresponding invoice payment. Your transactions approval is irreversible and You shall not be able to claim back any payments made pursuant to Your approval.

## 9. Your Rights and Obligations

9.1 Demand Partner guarantees that it has the requisite legal mandate to act on behalf of its third-party Demand Partner Clients. Upon request, proof of such mandate shall be delivered to performance within seven (7) business days.

9.2 Demand Partner shall be responsible for the Ads and legal aspects of the Products offered through the Offers on the Sites.

9.3 Demand Partner agrees to enter and maintain accurate and current information in the Interface.

9.4 Demand Partner is entitled to decline pending commissions under the following circumstances: (a) duplicate sale, lead or install; (b) User uses incomplete or false information to register; (c) User does not match the profile defined in the Offer; (d) Ad Media violates the Offer policies; (e) any fraudulent action that intentionally attempts to create sales, leads, installs or click-throughs using, without limitation, robots, frames, iframes, scripts, or manually “refreshing” of pages, for the sole purpose of creating commissions; (f) other circumstances specified in the Offer.

9.5 Demand Partner shall continuously monitor the Interface and validate any and all pending transactions via the Interface as soon as possible and, in any event, within 45 days of the first recording of the applicable transaction in the Interface unless agreed otherwise with permission in writing (the “Validation Period”). If Demand Partner does not raise reasonably justified objections within the Validation Period as to why a pending transaction should not be validated, the applicable transaction shall automatically be deemed approved by Demand Partner.

## 10. Our Rights and Obligations

10.1 Permission shall provide Demand Partner with the Services related to the Offers as follows: (i) provision of the technological platform through which Products by means of Offers can be advertised to Users, and (ii) provision of the tracking solution and the reporting to You and Ad Medias.

10.2 Throughout the term of the Agreement, permission may (a) host or make available Ads; (b) integrate and display links to the Sites from the Services and (c) make minor stylistic changes to Ads to ensure consistency of user experiences with the Services.

## 11. Intellectual Property Rights

11.1 Unless otherwise indicated, the Services and all content, including, without limitation, Our Website, Platform, materials, trademarks, and the selection and arrangement thereof, are Our proprietary property or are licensed to Us and are protected by Finnish and international intellectual property laws. Any use, copying, redistribution and/or publication of any part of Our Website, Platform, materials, trademarks, and the selection and arrangement thereof, other than as authorized by the Agreement or expressly authorized in writing by Us, is strictly prohibited. In addition, the look and feel of the Website, Platform and Services, including all page headers, custom graphics, button icons and scripts, is part of Our trademarks and may not be copied, imitated or used, in whole or in part, without Our prior written permission. You do not acquire any ownership rights to the Website, Platform or any of Our materials made available by and through the Website, Platform or Services, and permission reserves all rights not expressly granted in the Agreement.

11.2 Demand Partner shall provide permission the Ads. Subject to the terms of the Agreement and for the sole purpose of the Agreement, Demand Partner hereby grants permission a non-exclusive, non-transferable, royalty-free and worldwide license (“Demand Partner License”) during the term of the Agreement to: (a) incorporate the Ads, trademarks, trade names or other designations of source in the Offers and (b) display on,

and distribute through, the Website, the Platform and in related marketing material produced and distributed by permission, the Offers and any other information posted on the Platform or otherwise made available by Demand Partner and/or Demand Partner Clients.

11.3 Nothing in the Agreement will be deemed to grant or assign to Us any intellectual property rights, ownership rights, license rights, or interests of any kind in Your trademarks, trade secrets, patents, copyright, products, services, technology or other proprietary content of Yours which at all times remain Your sole and exclusive property.

11.4 Demand Partner agrees that its use of the Platform, any permission logos, trademarks, tracking codes and other material made available by and through the Platform is subject to the Demand Partner License granted hereunder.

## 12. Confidentiality

12.1 "Confidential Information" means information which by its nature is confidential, is designated by the disclosing Party as confidential, which the receiving Party knows or ought to know is confidential and which is disclosed by or on behalf of the disclosing Party to the receiving Party, or otherwise is in the possession of the receiving Party, in connection with the Agreement and whether disclosed before, on or after the Effective Date including information which is disclosed orally, in writing, or by any other means including but not limited to printed, other graphic or documentary form, contained in software, on computer disks or tapes (whether machine or user readable), visually by way of model or demonstration and, in each case, any copy thereof.

12.2 Notwithstanding 12.1 above, Confidential Information shall not include information which:

- a. entered or subsequently enters the public domain without breach of the Agreement or any other obligation of confidentiality by the receiving Party; b. the receiving Party can demonstrate was already in its possession or known to it by being in its use or being recorded in its files or computers or other recording media prior to receipt from the disclosing Party and was not previously acquired from or on behalf of the disclosing Party under any obligation of confidentiality;
- c. is disclosed to the receiving Party by a third party without breach by the receiving Party or such third party of any obligation of confidentiality owed to the disclosing Party;
- d. the receiving Party can demonstrate is independently developed or discovered by or for it not as a result of any activities relating to the Agreement; e. is hereafter disclosed by the disclosing Party to a third party without restriction on disclosure or use, including, without limitation, by way of the registration of a patent specification; and f. is disclosed by the receiving Party with the prior written permission of the disclosing Party.

12.3 Each Party shall not use the other Party's Confidential Information, except as necessary for the performance of the Agreement, and will not disclose such Confidential Information to any third Party, except to those of its employees and subcontractors that need to know such Confidential Information for the performance of the Agreement. The foregoing obligations will not restrict either Party from disclosing the other Party's Confidential Information, if

pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the Party required to make such a disclosure gives reasonable written notice to the other Party to enable it to contest such order or requirement.

## 13. Disclaimers

Except as expressly set forth herein, to the fullest extent of all applicable laws, the Website (including all information thereon), Platform and Services are provided by Us as a neutral host and on an "as is" basis, and we disclaim: (a) all representations and warranties, expressed or implied, regarding Our Website, Platform, Services, or otherwise relating to the Agreement, including any implied warranties of merchantability, fitness for a particular purpose or arising from course of dealing or course of performance; (b) any warranty that the Website, Platform, Services or any information therein will operate uninterrupted, error-free, or that the servers are free of viruses, spyware, malware or other harmful components; and (c) liability for any third party's security methods and protection procedures. Further, we make no representation or warranty with respect to any results obtainable through the Services and/or associated products. You must use industry-recognized software to detect and disinfect viruses from any download. No advice or information, whether verbal or written, we give through Our Website, Platform and/or otherwise shall create any warranty, representation and/or guarantee not expressly stated herein. During and after the validity of the Agreement any claim that is not made within the statutory limitation period shall be forfeited.

## 14. Limitation of Liability

14.1 Nothing in the Agreement excludes or limits either Party's liability for (i) fraud or fraudulent misrepresentation; (ii) voluntary or gross negligent acts or omissions; (iii) loss of life or personal injury; or (iv) anything which cannot be excluded or limited by law.

14.2 Neither party shall have any liability (whether in contract, tort or otherwise) under or in connection with the Agreement for any special or indirect damages, including, without limitation, consequential damages, loss of profits, loss of savings and damages resulting from interruption of business regardless whether foreseeable, known or otherwise.

14.3 The Platform may be incorporated into, and may incorporate, technology, software and services owned and controlled by third parties. Use of such third party software or services is subject to the terms and conditions of the applicable third party (license) agreements (including, without limitation, terms of use and privacy policies), and you agree to look solely to the applicable third party and not to permission to enforce any of your rights in relation thereto.

14.4 Each Party's aggregate liability (whether in contract, tort or otherwise) under or in connection with the Agreement shall not exceed the net amount payable by Demand Partner to permission in any rolling 6 calendar month period ending the date on which such liability arises.

## 15. Indemnification

15.1 The indemnifying Party, at its own expense, shall defend, indemnify and hold harmless the indemnified Party against any losses, damages, liabilities, penalties, costs and expenses, including without limitation reasonable attorneys' fees, and pay any settlement amounts or awarded damages arising out of any third party claim, suit or action to the extent that such claim, suit or action is based upon an allegation that: (a) the indemnifying Party's performance of any of its obligations contemplated under the Agreement infringes on any rights of any third party (including, without limitation, any intellectual property rights, privacy rights or publicity rights); or (b) the indemnifying Party have breached any of its obligations, representations or warranties hereunder. The foregoing obligations are conditioned on the indemnified Party promptly notifying the indemnifying Party in writing of such claim.

15.2 The indemnified Party will promptly notify the indemnifying Party of all claims of which it becomes aware (provided that a failure or delay in providing such notice will not relieve the indemnifying Party's obligations except to the extent such Party is prejudiced by such failure or delay) and will: (a) provide reasonable cooperation to the indemnifying Party at the indemnifying Party's expense in connection with the defense or settlement of all claims, and (b) be entitled to participate at its own expense in the defense of all claims. The indemnified Party agrees that the indemnifying Party will have sole and exclusive control over the defense and settlement of all claims provided. The indemnifying Party will not acquiesce to any judgment or enter into any settlement, either of which imposes any obligation or liability on the indemnified Party, without the indemnified Party's prior written consent.

## 16. Term and Termination

16.1 The Agreement shall be effective from the Effective Date and remain valid unless it is terminated in accordance with the terms of the Agreement.

16.2 The Agreement shall terminate automatically when all its Supplemental Agreements are terminated.

16.3 Either Party may terminate the Agreement with immediate effect by written notice to the other Party if:

the other Party commits a material breach of the Agreement and fails to remedy the breach (if remediable) within fourteen (14) days of receiving written notice to that effect specifying the breach and requiring it to be remedied; for the sake of clarity the non-payment of overdue invoices is considered a material breach under the Agreement.

the other Party ceases to conduct its business operations; or

the other Party enters into a composition with its creditors or goes into liquidation, or is dissolved, or adjudged insolvent or is otherwise rendered incapable of performing its obligations under the Agreement without the consent of a third party.

16.4 Performance may suspend (the "Suspension") any or all Services at any time, with or without advance notice, for any reason that it finds valid in its sole discretion until cured, including but not limited to where Performance believes that: (a) Demand Partner is in any

way in breach of the Agreement; (b) any Offers are unsuitable for the Platform for any reason including, without limitation, that the Offers contain, or link to, content that is of adult or explicit nature, offensive, indecent, harmful, threatening, defamatory, obscene, harassing or otherwise unlawful; (c) Demand Partner, at any time, is conducting commercial activities that do not fully comply with all applicable local, state, federal and foreign laws, rules and regulations; and (d) Demand Partner's invoice(s) are overdue.

16.5 Upon Termination or Suspension of the Agreement, the following terms apply: (a) Performance shall lock all Your user accesses, terminate all Your Offers and cancel all Your other related services; (b) If You are using the Platform, You must either stop tracking transactions in the Platform, remove the SDK from Your mobile app(s), or request a DNS shutdown of Your account in writing (with email sufficing); (c) You must remove all performance links, logos, references and other information, including, but not limited to, container tags, folders, conversion pixels and referring links (the "Links") and confirm to Us in writing that all Links are removed; (d) the License and any and all other licenses and rights granted to Demand Partner in connection with the Agreement shall immediately terminate; (e) any and all confidential or proprietary information of performance that is in Demand Partner's possession or control must be immediately returned or destroyed. If requested, Demand Partner will certify in a writing signed by Demand Partner that all such confidential and/or proprietary information has been returned or destroyed; and (f) You are responsible for settling any outstanding balances in accordance with Section 8. 16.6 If performance terminates the Services for breach of the Agreement, Demand Partner shall not be eligible to enter into a new agreement with performance, and any attempt to do so shall be null and void. Obligations that, by their nature, would survive any Termination of the Agreement including, without limitation, Sections 8, 11, 12, 13, 14 and 15 shall survive any Termination of the Agreement.

## 17. Representations and Warranties

Each Party represents and warrants that: (a) it will make no false or misleading representations, warranties or guarantees with respect to the other Party and all material aspects of the other Party's business including, but not limited to, its products and services; (b) it has the authority and capacity to enter into the Agreement and it is not subject to any restrictive covenant or other legal obligation; (c) it shall perform its obligations under the Agreement in a timely, competent and professional manner and with all reasonable care and skill; and (d) it will comply with all applicable laws and regulations and will maintain any permits, licenses and approvals required to perform its obligations hereunder.

## 18. Independent Parties

The relationship between the Parties is that of independent contracting parties. Nothing in the Agreement shall constitute or be deemed to constitute a relationship of joint venture, partnership, franchise or similar arrangement between the Parties. For the sake of clarity the Agreement shall not constitute an agreement between performance and any Demand Partner Client.

## 19. Governing Law

The Agreement, and Your relationship with permission under the Agreement, will be governed by and construed in accordance with the laws of Finland, without regard to its law provisions. Any claim, dispute or matter arising under or in connection with the Agreement shall be resolved mutually through negotiation to the extent possible. In the event the Parties fail to resolve any dispute arising hereunder through mutual negotiation, each Party shall irrevocably submit to the exclusive jurisdiction of the courts of Helsinki, Finland.

## 20. Entire Agreement

20.1 The Agreement and its Supplemental Agreements constitute the entire and exclusive agreement between the Parties with respect to the subject matter hereof, superseding any prior agreements, negotiations and discussions (both written and oral) between the Parties relating thereto.

20.2 The Agreement may be executed in two counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

## 21. Electronic Signatures

21.1 By clicking on the “Sign up” button, or such similar links as may be designated by permission as a means of accepting the Agreement and any Supplemental Agreements, You acknowledge and agree that You are submitting a legally binding electronic signature and are entering into a legally binding contract. You acknowledge that Your electronic submissions constitute Your intent and consent to be bound by the Agreement.

21.2 You consent to receiving electronic communications and agree that all agreements, notices, disclosures and other communications that permission provides to You electronically, via email or by posting notifications in Your Interface satisfy any legal requirement that such communications be in writing.

## 22. Electronic Communication

Pursuant to any applicable statutes, regulations, rules, ordinances or other laws including, without limitation, the United Kingdom Electronic Communications Act 2000 (the “E-Signature Law”) or other similar statutes, Demand Partner hereby agrees to the use of electronic signatures, contracts, orders and other records and to electronic delivery of invoices, credit notes, notices, policies, records of transactions and other communications initiated or completed through the Services offered by permission. Further, You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by other than electronic means.

## 23. Agreement Hierarchy

In case of conflict or inconsistency between the Agreement and anything in or associated with the Supplemental Agreements, Ad Media Terms of Use, permission's Privacy Policy, the Website, Platform, or any other applicable permission operating rules, policies, pricing

solutions and other supplemental terms and conditions or documents, the Agreement shall take precedence.

## 24. Force Majeure

Neither party shall be liable, or be considered to be in breach of the Agreement, on account of either Party's failure or delay in the performance of its obligations as required under the terms of the Agreement for any cause beyond the reasonable control of such Party, including but not limited to electrical outages, failure of internet service providers, default due to internet disruption caused by denial of service attacks, riots, insurrection, war (or similar), fires, flood, earthquakes and explosions.

## 25. Non Assignment

Perfomission may assign or otherwise transfer the Agreement or any rights and obligations hereunder, in whole or in part, to any person or entity without Demand Partner's consent. The rights granted to Demand Partner under the Agreement may not be assigned without perfommission's prior written consent which should not be unreasonably withheld, and any attempted unauthorized assignment by Demand Partner shall be null and void.

## 26. Severability

The unenforceability of any single provision of the Agreement shall not affect any other provision hereof. Where such a provision is held to be unenforceable, the Parties shall use their best endeavors to negotiate and agree upon an enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the unenforceable provision.

The Demand Partner Supplemental Terms of Use - Exchange specify the use of the Exchange product (the "Supplemental Agreement Exchange") and are entered into on the Effective Date amending the Agreement between the Parties. In consideration of the mutual covenants set forth herein, the Parties hereby agree as follows:

### 1. Interpretation

Words and expressions defined and rules of interpretation set out in the Agreement shall have the same meaning and effect when used in the Supplemental Agreement Exchange except where the context requires otherwise.

### 2. Definitions

"Exchange" means the core of the Platform. Add-ons are embedded in and integrated with Exchange.

“Exchange Services” shall mean performance’s suite of technology and services, including, but not limited to, technology and services to create accounts, offers and campaigns, trade with Ad Medias, track and process events, monitor and analyse results, manage add-on products as well as billing and payments.

### 3. Fees

In consideration of Your use of the Exchange Services on the Platform, You agree to pay the fees described in this Section.

3.1 Performance will charge You one-time start up fees of **EUR 0** or the equivalent in the Demand Partner’s selected billing currency.

3.2 Performance will charge You monthly fixed fees of **EUR 0** or the equivalent in the Demand Partner’s selected billing currency.

3.3 The commission split between the **Ad Media** (publisher) and **performance** is **80/20** for every approved transaction recorded on the Platform (the “Transaction Fees”). The commissions will be agreed upon separately in writing.

3.4 You have a free media usage of 5GB, for every additional GB performance will charge media usage fees of **EUR 1.5** per GB or the equivalent in the Demand Partner’s selected billing currency.

### 4. Term and Termination

Exchange Services under the Supplemental Agreement Exchange are provided by performance to Demand Partner on a month-to-month basis, and as such each of the Parties, may, at their sole discretion, terminate the Supplemental Agreement Exchange (and thereby the Exchange Services) at any time with a one month notice period to the end of the month (the “Termination”). Demand Partner must provide the written notice of Termination by email notification to [info@performance.fi](mailto:info@performance.fi).

### 5. Effect of the Supplemental Agreement Exchange on the Agreement

The Parties agree that the Agreement, as amended by the Supplemental Agreement Exchange, shall remain in full force and effect in accordance with its terms, and with effect from and including the date hereof and during the period in which the amendments made by the Supplemental Agreement Exchange are to have effect, all references in the Agreement to the “Agreement”, “herein”, “hereof”, “hereunder” and other similar expressions shall, unless the context requires otherwise, be read and construed as a reference to the Agreement as amended by the Supplemental Agreement Exchange.

The Demand Partner Supplemental Terms of Use - Convert specify the use of the Convert add-on (the “Supplemental Agreement Convert”) and are entered into on the Effective Date

amending the Agreement between the Parties. In consideration of the mutual covenants set forth herein, the Parties hereby agree as follows:

## 1. Interpretation

Words and expressions defined and rules of interpretation set out in the Agreement shall have the same meaning and effect when used in the Supplemental Agreement Convert except where the context requires otherwise.

## 2. Definitions

“Convert” means the Convert exit-intent technology that as an add-on forms an integral part of the Platform.

“Convert Services” shall mean performance’s suite of technology and services, including, but not limited to, technology and services to create and display overlays to Users, track and process related transactions, and provide reporting to Demand Partner.

## 3. Overlays

3.1 You are allowed to create and/or upload your own overlays to the Platform which may be included in Our overlay template library (the “Library”) at Our sole discretion. By using the Convert Services Demand Partner gets access to the Library. To remove Your overlays from the Library upon Termination of the Supplemental Agreement Convert, you must request the removal in writing.

3.2 Overlays created free of charge by Us for You or Your Demand Partner Clients (the “Overlays”) are Our proprietary property and part of the License.

## 4. Fees

In consideration of Your use of the Convert Services on the Platform, You agree to pay the fees described in this Section.

Convert is connected to and promoting Your Offers as an Ad Media. In return performance shall charge You Ad Media payouts per Offer for every approved transaction recorded on the Platform. The Ad Media payouts per Offer are **mutually agreed on by both Parties**.

## 5. Term and Termination

Convert Services under the Supplemental Agreement Convert are provided by performance to Demand Partner on a month-to-month basis, and as such each of the Parties, may, at their sole discretion, terminate the Supplemental Agreement Convert (and thereby the Convert Services) at any time with a one month notice period to the end of the month (the “Termination”). Demand Partner must provide the written notice of Termination by email notification to [info@performance.fi](mailto:info@performance.fi).

## 6. Effect of the Supplemental Agreement Convert on the Agreement

The Parties agree that the Agreement, as amended by the Supplemental Agreement Convert, shall remain in full force and effect in accordance with its terms, and with effect from and including the date hereof and during the period in which the amendments made by the Supplemental Agreement Convert are to have effect, all references in the Agreement to the "Agreement", "herein", "hereof", "hereunder" and other similar expressions shall, unless the context requires otherwise, be read and construed as a reference to the Agreement as amended by the Supplemental Agreement Convert.