

PARTNER
TERMS & CONDITIONS

GENERAL TERMS AND CONDITIONS OF BUSINESS FOR THE PLACEMENT OF LIGATUS SERVICES ON PARTNER SITES

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1. The following General Terms and Conditions of Business for the Placement of Ligatus Services on Partner Sites (hereinafter the “**Partner Terms**”) shall regulate the relationship between LIGATUS GmbH, Hohenstaufenring 30-32, 50674 Köln, Germany, (hereinafter “**LIGATUS**”) and the Partner in relation to the placement of Advertising Media and Content Recommendations offered by LIGATUS or LIGATUS cooperation partners on Partner Sites. Unless otherwise explicitly agreed, these Partner Terms shall apply exclusively thereto. General contractual conditions or conditions of business of the Partner are excluded herewith; this shall also apply if the conditions of the Partner are not explicitly contradicted or LIGATUS provides its services without contradiction.

2. Definitions:

An “**Advertiser**” shall be deemed to be the legal person which – or the products or services of which – are advertised by the Advertising Media or third parties having own contractual relationships with Advertisers. The Advertiser shall be either an Agency Client, a Direct Client, a Client of a DSP or a technical aggregator, which can also be a Partner in case of Content Promotion.

“**Advertising Media**” shall be deemed to be either

- “**Direct Response**”: a Campaign from an Advertiser which promotes a product or service requiring an action of an end user
- or “**Content Promotion**”: a Campaign from an Advertiser which promotes editorial content which may also require an action of an end user.

An “**Insertion Order**” shall be deemed to be the contract governing the placement of Advertising Media on Partner Sites via the Internet, e-mail and mobile platforms.

“**Agency**” shall be deemed to mean agencies dealing with the placement of Advertising Media in their own name or in the name of a third party. This shall not include purely consultant or planning agencies.

“**Agency Client**” refers to an Advertiser whose Advertising Media are booked by an Agency commissioned by it in its own name and on its own accounting as a Customer of LIGATUS. In this case, the Agency Client itself shall not become a contractual partner of LIGATUS, but there shall be a two-tier contractual relationship (LIGATUS-Agency and Agency-Agency Client), the pricing and determination of the conditions being the responsibility of the Agency.

A “**Campaign**” refers to one graphical, textual and/or audiovisual content element which can be Direct Response and/or Content Promotion.

A “**Content Recommendation**” shall be deemed to be either graphical, textual and/or audiovisual content provided

- by the Partner (internal content)
- or by other Partners (external content)

which is identified to be relevant to the End User.

The “**Customer**” shall be deemed to be the contractual partner of LIGATUS. This can be either the Agency of an Agency Client, the Direct Client, a cooperation partner such as a demand side platform (DSP) or a technical aggregator.

A “**Direct Client**” shall be deemed to be an Advertiser who itself is a Customer of LIGATUS. This shall also apply if it has appointed an Agency to represent it which places the Insertion Order in its name, § 164 of the German Civil Code (BGB).

“**End User**” shall be deemed to be the human individual using a Partner Site.

“**Ligatus Services**” means all services and products offered by LIGATUS to the Partner for the purpose of this

Partner Agreement.

The **“Partner”** shall be deemed to be the owner, operator and/or or the sales house or a cooperation partner such as a supply side platform (SSP) having the monetization rights of the Partner Sites on which the Placements are integrated.

“Partner Remuneration” means the monetary compensation which the Partner receives from LIGATUS for displaying Advertising Media and Content Recommendations on the Partner Sites.

“Partner Sites” shall be deemed to be the Partner’s desktop and mobile web sites as well as mobile applications on any device.

A **“Placement”** may consist of one or several Advertising Media Campaigns and/or Content Recommendations.

“Revenue Share” means the percentage of Net Revenues that LIGATUS pays to the Partner indicated under **“Terms”** in the Partner Agreement.

“Traffic Management Tools” shall be deemed to be tools and services provided by LIGATUS that allow the Partner to improve the traffic flow on Partner Sites.

3. The Advertising Media shall be labeled as advertising in line with the statutory requirements. This shall be effected either by LIGATUS or by the Partner as per agreement.

4. The characteristics of the Advertising Media and Content Recommendations shall, unless agreed otherwise, be in accordance with the respectively current specifications, retrievable at <http://www.ligatus.com/ad-specifications/>.

5. The Advertising Media shall be fully provided by LIGATUS or directly by the Customer for inclusion in the Partner Sites. In the Advertising Media, according to optimization aspects, different campaigns of the Advertisers of LIGATUS shall be delivered. The target site which can be reached via the Advertising Media (e.g. website, microsite, app store or the like) shall open in a new window. The Advertising Media shall be posted with a redirect mechanism to the system of LIGATUS in each case. The components of the code provided by LIGATUS may not be changed, stored or cached by the Partner. The Placement Tags provided by LIGATUS shall be used to integrate the Advertising Media. They may only be used on Advertising Media that are authorized by LIGATUS and in the jointly-defined positions.

6. The content for Content Recommendations shall be provided by the Partner to LIGATUS or a technical system of its cooperation partners for inclusion in the Partner Site. In the Content Recommendations, according to optimization and relevancy aspects, different content of the Partner shall be delivered. The Partner is responsible for the legality of the content provided to LIGATUS or a technical system of its cooperation partners.

7. LIGATUS shall not provide to the Partner any Campaigns which violate statutory prohibitions or third-party rights.

8. The Partner may not manipulate the performance of the Advertising Media and/or Content Recommendations either directly, indirectly through third parties or by technical means. In particular, the Partner may not create clicks or page views on Advertising Media and/or Content Recommendations by using tools that are automatic, misleading or likely to be deceptive or which are otherwise impermissible, such as by repeated manual clicking, use of robots, automated updating of pages and other automatic tools, or manually and/or automatically request information material or transmit contact data via the target pages of LIGATUS that create clicks or page views without action of the End User. LIGATUS will not remunerate clicks or page views generated through bots or clicks that are produced because the End User is forced to click on an Advertising Medium and/or Content Recommendation when visiting the website (so-called **“forced clicks”**), any clicks or page views artificially increased or generated by other fraudulent means or page views which are blocked for LIGATUS due to Adblockers.

9. LIGATUS herewith reserves the right to exchange or modify the content in the Advertising Media Campaigns and/or Content Recommendations at any time. The Partner may not change the text or graphic design of the Advertising Media and/or Content Recommendations.

10. The Partner herewith grants to LIGATUS the right to state as a reference for the purpose of LIGATUS’ own advertising the Partner sites, using the logo and / or commercial designations, in all and any media and commercial

presentations.

11. LIGATUS or a technical system of its cooperation partners shall implement a record of the placement/ad impressions, conversions and other metrics via a technical system on the integrated Advertising Media and/or Content Recommendations as well as the values that are relevant for invoicing and internal purposes from the time of the Placement is live. The Partner shall receive access to LIGATUS' online reporting via its personal Partner account. The invoicing shall be effected on the basis of the values relevant to invoicing provided by LIGATUS. These values shall prevail all records affected by the Partner and any deviating records unless the Partner can prove the falseness of LIGATUS values beyond any doubt within a reasonable period of time. Derogations in measurements of up to 10% shall be considered as slight, and shall not be regarded as a material defect or as overachievement (fluctuation tolerance). In case of derogations in measurements greater than 10% the Parties will determine the origin of the difference and make their best efforts to reduce the statistical discrepancy. LIGATUS shall provide to the Partner a credit note by the end of a month for the previous month based on values relevant to invoicing per Partner Site and Application. Payment, plus the statutory rate of VAT, shall be effected within 60 days after the credit note has been forwarded.

12. The Partner herewith guarantees that the Partner Sites and their content comply with the applicable law and do not violate any third-party rights. In particular, the inclusion of Placements shall be prohibited on websites with content that is erotic, pornographic, politically extremist, glorifies war, incites to agitation of the people, violence or racial hatred or containing instructions on how to commit criminal offences, illegal exchanges, torrent websites or file hosters. The Partner assures that the execution of this Partner Agreement does neither (i) conflict with, result in the breach of or constitute a default under any agreement or instrument by which the Partner is bound, nor (ii) violate any judgment, order, injunction, award, decree, law or regulation applicable to the Partner. The Partner shall indemnify LIGATUS with regard to third-party claims asserted against LIGATUS by the latter in respect of a violation of applicable legal provisions or rights of third parties by the Partner, content provided by the Partner or the Partner Sites. The indemnification shall include the cost of legal defense.

13. LIGATUS herewith reserves the right to deactivate the placement of Advertising Media and/or Content Recommendations on Partner Sites entirely or in parts if there are indications that the Partner Sites contain illegal content and/or violate third-party rights, or the placement of the Advertising Media and/or Content Recommendations on the Partner Sites is unacceptable to LIGATUS for other reasons stipulated under clause 12 above.

14. The Partner herewith takes note of the fact that LIGATUS, in adherence to the legal framework conditions, may where appropriate use techniques such as behavioral advertising and retargeting systems when implementing the Advertising Media and that LIGATUS has subjected itself to the code on online behavioural advertising (OBA) of the Bundesverband Digitale Wirtschaft (BVDW), seated in Germany.

15. LIGATUS will comply with the applicable data protection law, especially concerning the use of special techniques for the collection, processing and use of personal data from the placement of Advertising Media on Partner Sites, such as the use of cookies or tracking pixels. The Parties will work together in good faith to obtain the End User's opt-in to the use of cookies ensuring legal compliance. The always up to date list of the cookies used by LIGATUS and their individual functions is retrievable at http://i.ligatus.com/privacytext/de/Ligatus_Cookie_Documentation.pdf.

16. Both Parties shall be liable neither for adequate usage of the advertising spaces provided by the Partner, nor for damage caused by force majeure or for technical disruptions falling within the field of responsibility of third parties (e.g. transmission channels of telecoms or access provider disruptions). The mix in the Advertising Media Campaigns and/or Content Recommendations provided by LIGATUS or LIGATUS cooperation partners shall depend on the optimization algorithm defined by LIGATUS or a technical system of its cooperation partners, and shall hence not be guaranteed, nor shall the success of the placement of Advertising Media and/or Content Recommendations.

17. LIGATUS shall be liable for damage – regardless of its legal ground – only where the Partner asserts compensation claims based on intent or gross negligence on the part of LIGATUS or of its agents or representatives. This shall not apply to liability for assured properties and to a violation of major contractual duties, i.e. such obligations the

fulfillment of which enables the proper execution of the contract and the observation of which the Partner may regularly rely on (cardinal duties). Where LIGATUS is not accused of an intentional or grossly negligent violation of a contract in the case of a violation of cardinal duties, liability for damage shall be limited to the foreseeable damage typically occurring; this shall also apply where the Partner demands compensation for wasted expenditure instead of damages to compensate for the service. LIGATUS shall not be liable for indirect damage, consequential harm caused by a defect or loss of profit unless LIGATUS acted with intent or gross negligence. All and any of the above limitations of liability shall not apply in the event of personal injury to life, body or health or in the context of mandatory liability in accordance with the Product Liability Act. The above limitations of liability shall also apply to the employees, bodies, representatives, agents and sub-contractors of LIGATUS. All and any claims asserted against LIGATUS for a breach of a contractual provision shall lapse within one year of the statutory commencement of lapse where they do not result from intentional conduct. Where LIGATUS is claimed against by the Partner in respect of the implementation of the Advertising Medium on the Partner Sites, LIGATUS shall be entitled to satisfy the claims by assigning all and any claims to which LIGATUS is entitled against the Advertiser if the transfer is suitable to satisfy the Partners claims.

18. Unless otherwise explicitly agreed, the Parties shall treat this Partner Agreement, in particular the prices and conditions, in strict confidentiality. This shall not apply if a court or authority orders the disclosure or if this is necessary in order to enforce own rights against the respectively other contracting Party. LIGATUS shall furthermore be entitled to disclose the content of this Partner Agreement to any third parties who are commissioned, as well as to affiliated enterprises in accordance with section 15 of the Stock Companies Act (Aktiengesetz).

19. The Partner has to inform LIGATUS of any changes of control on his side. Ligatus has the right to terminate the Partner Agreement without notice in case of a change of control on the Partner side.

20. Alterations of or additions to these Partner Terms shall require to be in writing in order to be effective. This shall also apply to the rescission of the requirement of written form. An (e-) signed (PDF) document of this Partner Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Partner Agreement.

21. In the event of a provision of the present Partner Terms being or becoming ineffective, the effectiveness of the remaining provisions shall remain unaffected thereby. The ineffective provision shall be replaced by an effective provision which approximates the economic purpose of the ineffective provision as closely as possible.

22. The place of performance and the court venue shall be the domicile of LIGATUS in Cologne, Germany. If the place of residence or habitual residence of the Partner, including with non-merchants, is unknown at the time of filing the action, or if the Partner has moved his/her residence or habitual residence from the scope of the Act subsequent to conclusion of the present contract, the agreed court venue shall be the domicile of LIGATUS if the contract was concluded in writing.

23. German substantive law shall apply, without recourse to the provisions on conflict of laws.