

PUBLISHER AGREEMENT

This Agreement is made the day set out below by and between

1. Tradedoubler Inc, EIN: 37-2179205, 250 W 55th Street, 17th Floor, New York, NY 10019, United States hereinafter referred to as "Tradedoubler", and
2. "You" or "the Publisher"

WHEREAS

- A. Tradedoubler has developed and operates a service, which allows You to earn money by placing a link on Your website to one or several websites, connected to Tradedoubler.
- B. In order to use the service You must accept the conditions of this Agreement and become authorised as a "Publisher". Please read this Agreement carefully. By clicking on the "Register" button You accept the conditions of this Agreement. You are not allowed to use the service if You do not accept the provisions of this Agreement.
- C. You must be accepted by Tradedoubler and the company to whose Publisher Program You would like to be registered before you can become a Publisher. You will be informed through Tradedoubler's applicable website when You have been accepted as a Publisher.
- D. Tradedoubler comply with UN, UK, US and EU sanctions and do not make publisher payments in accordance with such prevailing sanctions. Tradedoubler's AP/AR team checks and blocks such payments and deletes such transactions.

Now therefore, You hereto agree to the following binding terms of the agreement.

1. Definitions

The following terms when used in this Agreement shall have the following meanings:

1. "Linked Website" - means a Website to which the Publisher has placed a link on his website and which is connected to a Publisher Program registered at Tradedoubler.
 2. "Visitor" - means any person who clicks on a link placed on the Publisher's website and thereby is connected to a Linked Website.
 3. "User" - means a registered Visitor of Your website. "User data" means personally identifying data about the User
 4. "Click" - means a click by a Visitor on a link on the Publisher's website serving a Linked Website to the Visitor's browser.
 5. "Cross-device tracking" - means Tradedoubler's tracking technology to link together Visitor's online behaviour, Traffic and profiles from various devices used by the Visitor.
 6. "Data Protection Laws" means all national, federal, state, provincial, or local privacy, cybersecurity, and data protection laws, together with any implementing or supplemental rules and regulations, applicable to the processing of Personal Data under this Agreement, as amended or replaced from time to time
 7. "Lead" - means a Visitor who is connected to a Linked Website by the Publisher and who has completed a definite act at the Linked Website, for example made a registration as a user.
 8. "Transaction/sale" - means a Visitor who is connected to a Linked Website by the Publisher and who has completed an agreement to buy a product, service or anything else supplied on the Linked Website.
 9. "Traffic" - is a collective term for valid Clicks, Leads and Transactions/sales.
 10. "Artificial Traffic" - is a collective term for invalid Clicks, Leads and Transactions, which may originate (for example and without limitation) from: automatic openings and/or redirects, spiders, robots, adware and/or spyware, requests in e-mail or chat rooms, script generators, placing links on other websites than informed, the automated redirection of visitors from mistyped or misspelled domain names, Clicks which are not generated by a browser, Clicks which are not preceded by an active act of a Visitor who wants to reach a certain website.
 11. "Publisher Program" - is a program owned and operated by Tradedoubler for a company on Tradedoubler's website which the Publisher can join.
 12. "Personal Data" means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household. Personal Data includes cognate terms such as "personal information" as those terms may be used under applicable Data Protection Laws.
 13. Words denoting the masculine gender include the feminine and other genders and words denoting the singular number only shall include the plural and vice versa.
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1. The Publisher is allowed to place links on its website to websites which have a Publisher Program registered at Tradedoubler

2. The Publisher is allowed to place links in emails to websites which have a Publisher Program registered at Tradedoubler if allowed in client's program rules available at www.tradedoubler.com. Some clients do not accept mail marketing. It is the responsibility of the publisher to comply with all advertisers' program rules.
 3. Any Publisher Program may be amended or terminated at any time. Information about the Publisher Programs will be available in Tradedoubler's Publisher interface. The Publisher must keep himself informed of any amendments of Publisher Programs, in particular if a registered website has terminated its Publisher Program or changed the conditions for remuneration to Publishers. The Publisher must comply with the requirements of the Publisher Program including in particular any stipulations as to the nature and content of the Publisher's website and the use of third party or other Publishers trademarks and logos.
 4. Tradedoubler reserves the right to modify, amend, change or terminate Tradedoubler's service. The Publisher will be notified of all such changes by e-mail or by an announcement on Tradedoubler's website. If the Publisher does not accept the changes the Publisher must immediately cease to use the service and delete all links to Linked Websites.
 5. The service is structured in a way where (i) Tradedoubler processes data on behalf of Advertisers; and (ii) Tradedoubler appoints the Publisher to process data. Tradedoubler's appointment of the Publisher as sub-processor is further regulated in section 9 below.
3. Obligations of the Publisher
1. The Publisher is solely responsible for its website and its contents and shall ensure that they conform at all times to all applicable laws and regulations.
 2. The Publisher hereby undertakes to comply with all applicable laws, regulations, and Data Protection Laws including, but not limited to, as applicable (1) the federal US CAN-SPAM Act, for email marketing; (3) the Federal Trade Commission (FTC) Act and FTC guidelines on truth in advertising, endorsements, and disclosures and equivalent US state laws; (4) the federal Telephone Consumer Protection Act (TCPA), governing telemarketing and SMS marketing and equivalent US state laws; (5) the federal Children's Online Privacy Protection Act (COPPA), governing the collection and use of children's Personal Data and equivalent US state laws; and (6) the California Consumer Privacy Act (CCPA) and equivalent US state comprehensive privacy laws. Where, and only to the extent that, the Publisher discloses or otherwise permits Tradedoubler to collect Personal Data originating from the European Economic Area (EEA) or the United Kingdom (UK): The General Data Protection Regulation (EU 2016/679) (GDPR), The UK General Data Protection Regulation and the UK Data Protection Act 2018, The EU Directive 2002/58/EC (ePrivacy Directive), Any applicable national implementing laws or regulations. The purpose of the processing of Personal Data is to advertise through Tradedoubler's Publisher network as further detailed in this Agreement. The categories of individuals that may be included in relation to the processing are individuals who actively request redirection to Advertiser. The categories of personal Data that may be processed are cookie ID, IP number and order number.
 3. Where applicable, The Publisher shall inform Visitors about the use of third party cookies, cross-device tracking and other tracking technologies, in addition to any hashing and transfer of User login and other User data to Tradedoubler for cross-device tracking and personalized interest based advertising. The Publisher shall post a prominent link to the Publisher's privacy policy which shall provide detailed information about any data processing and an explanation as to how it can be disabled. Subject to applicable data protection legislation and where applicable, The Publisher must obtain Visitors' consent to such data processing. If applicable, the Publisher shall also inform Visitors about the possible transfer of their Personal Data from an EEA country to third countries and must also gain Visitors' consent to such transfer of Personal Data. The Publisher shall ensure that User login, other User data and other information used for cross-device tracking will be securely hashed before being transferred to Tradedoubler.
 4. The Publisher shall ensure that no sensitive Personal Data or any Personal Data that may trigger compliance obligations under laws relating to health or financial data (such as the Health Insurance Portability and Accountability Act or the Gramm-Leach-Bliley Act) is provided to Tradedoubler or an Advertiser under this Agreement, and shall indemnify and hold harmless Tradedoubler and Advertiser for any breach of this section.
 5. If the Publisher is a private individual, You must be at least 18 years of age. If the Publisher has not reached the age of 18, a parent must give their consent to the registration to Tradedoubler's service and the registration of a Publisher below the age of 18 without parental consent will be ineffective.
 6. The Publisher warrants that the information furnished to Tradedoubler about itself and its website is correct, complete and sent in due order and that the information corresponds to actual facts. The Publisher must notify Tradedoubler immediately of any changes in the information by updating the

information about him on Tradedoubler's website. If the Publisher is a limited company Tradedoubler must be provided with the Publisher's full registered name, company registration number, registered office, trading address if different and VAT number if registered.

7. The Publisher warrants either that the rights to all information and content on the Publisher's website belong to the Publisher or that the owner of the rights to the information and content on the Publisher's website has given its or their explicit permission to their publication there. The Publisher also warrants that the information and content on the Publisher's website do not infringe any rights of third parties, including Intellectual Property Rights, and that such information and content is not offensive, prohibited or questionable in any way. Examples of such content are, but not limited to, pornography, racism and hate content, Peer2Peer and file sharing.
 8. The Publisher must not in any way generate or contribute to generating Artificial Traffic to Linked Websites.
 9. The usage of pop-up windows, pop-ups, site-under ads, or other forms of malicious or spam methods to drive traffic is strictly forbidden on all programs.
 10. The Publisher must notify Tradedoubler immediately of any known or suspected improper or wrongful use of the Publisher's links to Tradedoubler's website and/or a Publisher Program or of Tradedoubler's service in any way whatsoever.
4. Obligations of Tradedoubler
 1. Tradedoubler undertakes to monitor and register the Traffic generated by the Publisher's website to Linked Websites, in accordance with the service provided by Tradedoubler.
 2. Tradedoubler will collect and pay to the Publisher all amounts due to him arising from this Agreement.
5. Remuneration
 1. The conditions of remuneration for each Publisher Program are published on Tradedoubler's website and shall apply at all times. They are specified in the publisher program details in the publisher interface. The Publisher therefore agrees to "self-billing", which means that Tradedoubler will create the invoice on behalf of the Publisher. VAT (if applicable) is added to the remuneration shown on Tradedoubler's website.
 2. Subject to clause 5.3, payment of accumulated remuneration to the Publisher shall be made monthly in arrears provided that the Publisher has generated valid Traffic and that Tradedoubler has received payment from each company with whose Publisher Program the Publisher has registered.
 3. Payment of remuneration will only be made if the Publisher is due an amount of at least \$10030/€50/500SEK or the corresponding amount in another currency ("Threshold amount") and if Tradedoubler has received full payment for these transactions at the time of payment. An amount due of less than the Threshold amount will be accumulated to the next payment and will be included in the amount to be paid out at the next payment date, again provided that the minimum amount of at least the threshold amount. Accumulated amounts do not accrue any interest.
 4. Nothing in this Agreement shall create or be deemed to create, a partnership or relationship of employer and employee between Tradedoubler and the Publisher.
 5. Payment will be made either by Tradedoubler AB or by Tradedoubler's local subsidiaries.
 6. Payment to the Publisher will be made direct to the Publisher's bank account. The Publisher must specify on Tradedoubler's website details of its bank account (including name and branch of the bank, sort code of the branch and the Publisher's account number).
 7. The Publisher is responsible for the payment of all tax and national insurance payable on any payments made to him by Tradedoubler.
 8. Tradedoubler reserves the right to write off remuneration where an Affiliate program is closed, where the Publisher has been suspended from the Affiliate program or from Tradedoubler's network, or if the Publisher's account has been inactive for a period of more than 12 months.
 6. Tax Documentation and Withholding
 1. Provision of Tax Forms: As a condition of receiving payments from Tradedoubler, the Publisher agrees to provide a valid and duly completed IRS Form W-9 (if a U.S. person) or the appropriate IRS Form W-8 (if a non-U.S. person), including but not limited to Form W-8BEN or W-8BEN-E, as applicable. Such documentation must be submitted prior to the issuance of any payments and must be updated upon expiration or any change in circumstances.
 2. If the Publisher is a non-U.S. person and seeks to claim benefits under an income tax treaty, the appropriate sections of the W-8 form must be completed to reflect such claims. Tradedoubler shall apply reduced withholding rates only upon receipt of valid documentation supporting such claims.
 3. Tradedoubler shall comply with all applicable U.S. tax withholding and reporting obligations. In the absence of valid tax documentation, Tradedoubler reserves the right to block or delay payments until such documentation is provided.

4. The Publisher agrees to indemnify and hold harmless Tradedoubler from any liability, penalties, or interest arising from the Publisher's failure to provide accurate, complete, or timely tax documentation.
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7. Limits on Tradedoubler's Liability
 1. Tradedoubler cannot guarantee or warrant the performance of Tradedoubler's service or the links to any linked websites.
 2. Tradedoubler shall not be liable for costs and damages incurred by the Publisher or any third party arising out of this Agreement unless caused directly by the negligence of Tradedoubler in providing its service. In such cases, Tradedoubler's liability for direct damages shall be capped at the lesser of a certain monetary amount or the fees paid to the Publisher in the last 12 months. Tradedoubler shall not in any circumstances be liable for indirect or consequential damages and costs incurred by the Publisher for any reason whatsoever. Tradedoubler shall not be liable for any actions or omissions by the Publisher, including but not limited to Publisher's failure to comply with applicable laws, regulations, or Data Protection Laws.
 3. Tradedoubler will not be liable for defects in the service, interruptions in the accessibility to the service, infringements on data or loss of data on the information handling system, defects in the security system or viruses or other harmful software components in Tradedoubler's service or for any damage caused by viruses or components to the service, the Publisher software and/or the Publisher's website. Tradedoubler shall not be liable for any error in the implementation of the links on the Publisher's website or for the specified function of the links.
 4. Tradedoubler shall not be liable if companies, which have registered Publisher Programs at Tradedoubler, do not fulfil their obligations according to their Publisher Programs and Tradedoubler shall not be liable in any way for any agreements made directly between the Publisher and such companies.
 8. Terms and Termination
 1. This Agreement shall come into force upon Your acceptance as a Publisher and shall remain in effect until terminated.
 2. The Publisher is entitled to terminate this Agreement with immediate effect at any time. The Publisher must cease to use the service immediately upon the termination of this Agreement and delete all links to Linked Websites.
 3. Tradedoubler is entitled to terminate this Agreement and/or suspend the Publisher from Tradedoubler's service or from a certain company's Affiliate Program if:
 1. Tradedoubler considers the Publisher or the content of its website inappropriate in any way.
 2. Tradedoubler is requested to do so, for any reason, by a company to whose Affiliate Program the Publisher is registered.
 3. The Publisher acts fraudulently or illegally in any way or the Publisher generates or tries to generate Artificial Traffic to Linked Websites or the Publisher in any other way breaches any of the provisions of this Agreement.
 4. The Publisher does not comply with any law or regulation as set out in section 3.2
 5. The Publisher has not generated any Traffic for a period of three (3) months.
 6. Upon suspension of the Publisher from a particular company's Affiliate Program, the Publisher shall immediately delete all links to that particular company's website.
 7. Upon termination of this Agreement, Tradedoubler shall inform the Publisher immediately through Tradedoubler's website and the Publisher shall immediately cease to use the service and delete all links to Linked Websites.
 8. The publisher is not allowed to perform security scan and/or penetration testing without the authorization in writing of a Tradedoubler's representative, in any case the authorization given can be used only in the time range specified in the authorization itself, or if this is not specified it can be used only for a single continuative period of the maximum of seven (7) days from the date in which the authorization is provided. The publisher will be reliable for any damage, loss or missed income from Tradedoubler.
 9. The publisher shall not use any kind of scripting and/or automation to access to the Tradedoubler website and/or Tradedoubler interface, this rule does not apply to Report API called using an authentication key in the URL and/or to other API services made expressly to be accessed through scripts and automation.
 10. The publisher must use the APIs and interfaces provided by Tradedoubler in a reasonable manner, the service should not be abused in terms of number of requests. Tradedoubler has the solely decision of considering case by case if the number of request and the usage of the

service is incommensurate for the specific Publisher, and if so Tradedoubler reserve the possibility to limit and/or deactivate the publisher account.

9. Indemnity

The Publisher shall keep Tradedoubler indemnified against any claims for damages or other claims for compensation made by third parties, including but not limited to Users and regulatory authorities, arising from the contents of the Publisher's website, the failure of Publisher to provide required notices to, or obtain necessary consents from Users, the Publisher's failure to comply with applicable Data Protection Laws, the Publisher's failure to address risks relating to state or federal wiretapping claims, any incorrect information given to Tradedoubler by the Publisher, or any breach of any terms of this Agreement by the Publisher, including any consequential, indirect, or special damages suffered by Tradedoubler due to the Publisher's actions or omissions. The Publisher shall promptly notify Tradedoubler of any claims or potential claims that could trigger this indemnity. The Publisher shall also compensate Tradedoubler for any other damages or costs, including legal fees and costs incurred in defending against such claims, caused by the Publisher's improper, negligent or unauthorized use of Tradedoubler's service and technical problems or loss of data caused by the Publisher on Tradedoubler's website or on any website to which the Publisher is linked by Tradedoubler, including any consequential, indirect, or special damages.

10. Handling of Personal Data

1. This clause shall apply only if and to the extent that Personal Data is collected from individuals located in Europe.

2. When processing Personal Data pursuant to this Agreement that is subject to the GDPR/UK GDPR, Publisher has the following obligations;

- shall only process Personal Data on behalf of, and for the benefit of, Advertisers. Furthermore, the process shall be for the purposes stated above and in accordance with the instructions provided by Tradedoubler, and only in order to fulfill Publisher's assignment hereunder;

- shall ensure that every person who has access to the Personal Data covered by this Agreement complies with this Agreement, including the obligation to only process the personal Data in accordance with the instructions given by Tradedoubler;

- shall not transfer or give access to Personal Data to any third party without Tradedoubler's and/or Advertisers' explicit prior written approval unless there is a legal obligation for Publisher to do so;

- shall not engage sub-contractors to perform all or part of the processing of Personal Data (including access to) unless Tradedoubler has given its prior specific written approval;

- undertakes to ensure that Personal Data are stored and processed only within EU/EES.

- shall ensure that every person with permission to process Personal Data is under obligation of confidentiality in a binding agreement applicable to all information processed by Publisher under this Agreement. Access to Personal Data may only be granted to persons who needs such access to the data in order to carry out their duties;

- shall promptly notify Tradedoubler of any security incidents where such incidents have resulted in accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or access to the Personal Data covered by this Agreement. If it is likely that a Personal Data security incident involves any risk related to the privacy of data subjects, Publisher shall immediately after when Publisher has gained knowledge of the security incident, take sufficient remedial actions in order to prevent or mitigate the security incident's possible negative effects. In those cases where a security incident shall be reported to the supervisory authority, Publisher shall promptly cooperate with Tradedoubler and Advertisers in gathering the relevant information that is requested and to cooperate with the supervisory authority. Publisher shall assist Tradedoubler in fulfilling Advertisers' obligations towards data subjects and assist Tradedoubler to facilitate the exercise of data subjects' rights such as the rights of correction and removal of data, data portability etc. in accordance with the applicable data protection legislation;

- undertakes to, when the Agreement has been terminated or otherwise expired, return and/or delete or destroy all Personal Data covered by the Agreement;

- shall allow Tradedoubler and Advertisers to, at Publisher's location(s) and/or its possible sub-contractor(s)' location(s), confirm that Publisher is complying with this Agreement and applicable Data Protection Laws;

- is responsible for ensuring that Personal Data is treated with confidentiality and that it has established, implemented and maintains technical, physical, administrative and organizational security measures, that are suitable considering the risk that is associated with the processing of the Personal Data in regard to data subjects' rights and freedoms, and for Advertiser's business, all in accordance with Tradedoubler's instructions. All security measures shall be at least equal to the level which the competent supervisory authority typically requires for equivalent processing activities;

- shall particularly ensure that the Personal Data is protected against any actual, suspected or anticipated threats to the security and integrity of Personal Data such as accidental or unlawful destruction, loss or change, unauthorized disclosure of or access to Personal Data and other Personal Data breaches.

4. When processing Personal Data pursuant to this Agreement that is subject to the US state privacy laws, Publisher has the following obligations in addition to the obligations under 9.3 that may also be applicable:

- All Personal Data disclosed to Publisher, or that Publisher receives or processes on Tradedoubler's or an Advertiser's behalf, is disclosed or received only for limited and specified purposes, including for one or more business or commercial purposes as those terms are defined under applicable Data Protection Laws.
- Publisher shall not sell, share, rent, release, disclose, disseminate, make available, transfer, or otherwise communicate Personal Data received from, or on behalf of, Tradedoubler or an Advertiser to any third party for monetary or other valuable consideration.
- Publisher shall not retain, use, or disclose Personal Data received from, or on behalf of, Tradedoubler or an Advertiser: (i) for any purposes (including, but not limited to, any commercial purpose) other than for a business purpose as specified in the Agreement, or as otherwise permitted by applicable Data Protection Laws; or (ii) outside of the direct business relationship between Tradedoubler, an Advertiser, and Publisher.
- Publisher shall not combine Personal Data with Personal Data that Publisher receives from, or on behalf of, another person, or collects from its own interaction with an individual, unless the combining of that Personal Data is permitted by applicable Data Protection Laws.
- If Tradedoubler provides Publisher with deidentified Personal Data, or if Publisher deidentifies Personal Data previously provided by Tradedoubler or an Advertiser, Publisher agrees to take reasonable measures to ensure that the deidentified Personal Data cannot be associated with a consumer or household, and not attempt to reidentify the deidentified Personal Data.
- If Publisher determines it can no longer meet its obligations under applicable Data Protection Laws, it shall promptly notify Tradedoubler of this fact.
- Publisher certifies it understands the obligations and restrictions above and will comply with them.

11. Assignment of the Agreement

The Publisher may not assign or pledge its rights or obligations under this Agreement in whole or in part to any third party without the prior written consent of Tradedoubler. The Publisher agrees that Tradedoubler may assign its rights and obligations under this Agreement and divulge or transfer information about the Publisher's website, e-mail etc. to any third party.

12. Consent

The Publisher consents to the publication of the Publisher's name and web address etc. at Tradedoubler's website.

13. Severability

If any provision of this Agreement or part thereof should to any extent be or become invalid or unenforceable, the parties shall agree upon any necessary amendment of the Agreement in order to achieve the interests and objectives of the parties prevailing at the time of execution of the Agreement.

14. Intellectual Property Rights

Tradedoubler owns all copyrights, trademarks, intellectual property rights, know-how or any other rights connected to the service or software necessary for the service. The Publisher does not acquire any rights or licenses whatsoever under this Agreement other than to use links to Linked Websites on the terms of this Agreement.

15. Applicable Law

1. Tradedoubler shall not be liable for the legality of Tradedoubler's service in countries other than the country/ies in which Tradedoubler provides the service. The Publisher is solely responsible for the legality of the use of the service if the Publisher is registered to Tradedoubler's service from a country other than the country/ies in which Tradedoubler provides the service or if the Publisher's website is on a server in a country other than the country/ies in which Tradedoubler provides the service.
2. This Agreement shall be governed by, and construed in accordance with the laws of the state of New York.
3. If any dispute arises out of this Agreement the Parties will attempt to settle it by mediation administered by JAMS in accordance with its mediation rules and procedures or such other mediation procedure as the parties may agree in writing.
4. To initiate the mediation one Party must give notice in writing ('the ADR Notice') to the other Party requesting a mediation in accordance with JAMS procedures. The mediation is to take place not later than 28 days after the giving of the ADR Notice. If there is any issue upon which the Parties cannot agree within 14 days after the giving of the ADR Notice, JAMS (or such other mediation body as the Parties may have agreed) will, at the request of either Party, decide the issue for the Parties, having consulted with them. Each Party shall bear its own costs and attorneys' fees, and the Parties shall share equally in the mediator's fees and any administrative costs of the mediation. If the Dispute is not resolved within 30 days after the appointment of the mediator, or within such other time period as agreed by the Parties, either Party may pursue any legal or equitable remedy available.

