

## General Terms of Business for TIMEONE - PERFORMANCE

Updated on 26/01/2022

### ARTICLE 1 - Scope

The TIMEONE - PERFORMANCE company, hereinafter referred to as "TIMEONE - PERFORMANCE", is a French public liability company (société à associé unique) with capital of EUR191,240, registered on the NANTERRE Trade and Companies Register (Registre du Commerce et des Sociétés) under number 481 117 000, whose registered office is situated at 20-24 rue Jacques Ibert - 92300 LEVALLOIS PERRET, France, and represented by Mr Julien VOTTERO acting in his capacity as Directeur Général Adjoint of the company TIMEONE GROUP, SAS, itself acting in its capacity as President of the company TIMEONE - PERFORMANCE and duly authorised to sign the present Contract. It is hereafter referred to as "TIMEONE - PERFORMANCE".

The parties to the Contract may be referred to together as the "Parties" or individually as the "Party".

TIMEONE - PERFORMANCE has created, developed and currently operates a technical performance marketing Platform on the Internet, which can be accessed via its Website <http://performance.timeonegroup.com>.

TIMEONE - PERFORMANCE markets promotional Services to its Clients, which are produced by publishers of websites and suppliers of Traffic that are affiliated to the Platform, in the framework of a Marketing Program.

The fact of ordering a Marketing Program from TIMEONE - PERFORMANCE, by signing a purchase order, implies the full and unconditional acceptance of these General Terms of Business (together, the "Contract"), which is expressly recognised by the Client, who definitively waives the right to rely on any contradictory document and, in particular, its own general conditions of purchase.

Pursuant to the regulations in force, TIMEONE - PERFORMANCE reserves the right to depart from certain clauses of these General Terms of Business, according to negotiations conducted with the Client, by defining Special Terms of Business.

Furthermore, TIMEONE - PERFORMANCE may be induced to define category-specific General Terms of Business that depart from these General Terms of Business, according to the type of clientele in question and determined on the basis of objective criteria. In this case, category-specific General Terms of Business shall apply to all of the operators meeting these criteria.

It is understood that TIMEONE - PERFORMANCE is free to enter into Contracts with advertisers that are competitors of the Client, as the fact of ordering a Marketing Program shall grant no exclusive rights to the Client.

### ARTICLE 2 - Definitions

"Advertising Agency": The company responsible for the design and management of a Marketing Programme for the Advertiser.

"Applicable Regulations": Concerning the Data, these are all the European and French regulations applicable in terms of personal data protection, including but not limited to law n°78-17 of 6 January 1978 relating to data processing, files and freedoms as well as the General Data Protection Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 and any applicable regulations on cookies.

"Click": redirection of a Web user to the Client's Website from a Publisher's Website or via the Traffic supplied by a Publisher.

"Client": natural or legal person, Advertiser or Advertising Agency having concluded with TIMEONE - PERFORMANCE a service contract and/or an advertiser purchase order in order to benefit from Promotional Services carried out by Publishers of the TIMEONE - PERFORMANCE Network.

"Data": any information relating to an identified or identifiable natural person within the meaning of the Applicable Regulations

"Impression": a display of one of the Client's promotional Elements:

- on a page of a Publisher's Website;
- or on an electronic medium (website page, etc.) consulted by a Web user, via the Traffic supplied by a Publisher.

"Marketing Program": the marketing campaign developed by a Client in order to define the nature of the Promotional Services that it is seeking and the Remuneration terms.

"Parties" or "Party": The Party(ies) signing the Contract.

"Post-Redirection Action": an action (purchase, registration, form validation, etc.) carried out by a Web user on the Client's

Website after being directed to the Client's Website from a Publisher's Website or via the Traffic supplied by a Publisher. A Web user may be redirected towards the Client's Website after clicking a promotional Element or when the Client's Website opens after the Web user has consulted a Publisher's Website. The redirection triggers the activation of the TIMEONE - PERFORMANCE Tracking technology.

The Post-Redirection Action may be carried out by the Internet user directly after the redirection towards the Client's Website.

The Post-Redirection Action may also be indirect: occurring after the closure and subsequent reopening of the Client's Website by the Web user. The period of time for the consideration of indirect Post-Redirection Actions is specified on the order form.

"Post-Impression Action": an action (purchase, registration, form validation, etc.) carried out by a Web user on the Client's Website after:

- Consulting a page of a Publisher's Website on which one of the Client's promotional Elements was displayed.
- Consulting via the Traffic supplied by a Publisher—an electronic medium (website page, e-mail, etc.) on which one of the Client's promotional Elements was displayed.

The consultation of the page of a Publisher's Website or of the electronic medium on which the Client's promotional Element is displayed triggers the activation of the TIMEONE - PERFORMANCE Tracking technology.

The Post-impresion Action may be carried out by the Web user directly, after he or she has opened the Client's Website following the consultation of the page of a Publisher's Website or the electronic medium on which the Client's promotional Element was displayed.

The Post-Impression Action may also be indirect: occurring after the subsequent opening of the Client's Website by the Web user. The period of time for the consideration of indirect Post-Impression Actions is specified on the purchase order.

"Promotional Element": a resource used to publicise the Client's Marketing Program (banners, links, logos, texts, e-mails, etc.). The promotional Elements are supplied by the Client to TIMEONE - PERFORMANCE, which makes them available to Publishers on its Technical performance marketing Platform.

"Promotional services": the different services for the promotion of for websites, services and products that the Clients may use on the Internet.

"Publisher": any natural or legal person that has entered into an Affiliation Contract with TIMEONE - PERFORMANCE in order to carry out Promotional Services on behalf of TIMEONE - PERFORMANCE' Clients in return for remuneration. The Publisher may be the owner or operator of a Website or a supplier of Traffic.

"Remuneration": remuneration owed by the Client.

"Technical performance marketing Platform" or "Platform": TIMEONE - PERFORMANCE' online services which include bringing Publishers and Clients closer together for the provision of Promotional Services and the recording of Impressions, Clicks, Post-Redirection Actions and Post-impresion Actions.

"TIMEONE - PERFORMANCE Network": all of the Publishers.

"Tracking": monitoring of a Web user's journey on the Internet, including Impressions, Clicks, Post-Redirection Actions and Post-Impresion actions.

"Traffic": audience acquisition services on the Internet.

"Website": all of the pages that constitute the Website belonging to a Publisher, a Client or TIMEONE - PERFORMANCE.

## ARTICLE 3 - Orders

### 3.1. - Placement of an order by the Client

To order a Marketing Program, the Client or its authorised agent must send a purchase order to TIMEONE - PERFORMANCE. The purchase order must be signed by the Client or, if necessary, by its authorised agent. The Client expressly declares that the signatory is duly authorised to sign the purchase order formalising the Contract.

The purchase order includes the following information:

- the Client's identity;
- the identity of the Client's authorised agent, if applicable;
- the characteristics of the Client's Marketing Program;
- the characteristics and terms of the calculation of the Remuneration owed by the Client;
- the aims of the Marketing Program in terms of the number of Impressions, Clicks or the number of Post-Redirection or Post-Impression Actions, if applicable;
- the duration of the inclusion of indirect Post-Impression or Post-Redirection Actions, if applicable.

A sale only becomes final after TIMEONE - PERFORMANCE has accepted the purchase order in writing.

It is expressly stipulated that if the purchase order sets a target in terms of the number of Impressions, Clicks or the number of Post-Redirection or Post-Impression Actions, this target shall not impose any performance obligation upon TIMEONE - PERFORMANCE.

The Client shall refrain from claiming any sum or compensation from TIMEONE - PERFORMANCE for not achieving, at the end of the Marketing Program of the target set out in the purchase order.

In the event of the attainment of the target set on the purchase order prior to the expiry of the Marketing Program, this shall automatically trigger the end of the campaign.

### 3.2 - Modification of orders

Any modifications to orders requested by the Client are not likely to be taken into consideration, subject to TIMEONE - PERFORMANCE' capabilities and at its sole discretion, unless they have been submitted in writing.

TIMEONE - PERFORMANCE can only accept a Client's request for modification in writing.

### 3.3. - Cancellation of orders

Any request to cancel an order must imperatively be made in a letter sent by the Client by recorded delivery with a return receipt.

In case of order cancellation by the Client, for any reason whatsoever, more than four (4) weeks before the launch date of the Marketing Program provided for by the purchase order, the Client will be liable towards TIMEONE - PERFORMANCE of an amount corresponding to 30% of the Remuneration provided, as damages.

In case of order cancellation by the Client, for any reason, four (4) weeks or less before the launch date of the Marketing Program provided for in the purchase order, the Client shall be liable towards TIMEONE - PERFORMANCE of an amount corresponding to 50% of the Remuneration provided, as damages.

In case of order cancellation by the Client, for any reason whatsoever, during the period of the Marketing Program's realization, the Client will be liable towards TIMEONE - PERFORMANCE of a amount corresponding to 100% of the Remuneration provided, as damages.

For the purposes of this article, the number of Impressions, Clicks, Post-Redirection Actions or Post-Impression Actions taken into account to calculate the expected Remuneration corresponds to the objective defined in the purchase order.

## Article 4 - Marketing Program

### 4.1. - Promotional Services

For information only, it is specified that the following different Promotional Services are likely to be provided by Publishers belonging to the TIMEONE - PERFORMANCE Network, in the context of their participation in Affiliation Programmes:

- redirection links to Clients' Websites;
- advertising banners;
- retargeting;
- e-mailing remarketing;

- coregistration/cosponsoring;
- white label / co-branded;
- XML feeds/ product catalogues;
- Search engine / HTML scripts.

#### 4.2. - Characteristics of the Marketing Program

The characteristics of the Marketing Program are defined by the Client.

For each Marketing Program, the Client must specify in particular:

- the Promotional Services that it wishes to receive;
- the nature and manner of calculation of the Remuneration;
- the launch date and duration of the Marketing Program;
- the rules for participating in the Marketing Program;
- any special instructions intended for Publishers.

#### 4.3. - Publishers' participation in the Marketing Program

The Client shall choose the Publishers participating in the Marketing Program.

#### 4.4. - The Client's obligations relating to the performance of the Marketing Program

4.4.1 To allow for the performance of the Marketing Program that has been ordered, the Client undertakes to submit to TIMEONE - PERFORMANCE any Promotional Elements required for the creation of links between Websites or between the Traffic from Publishers and the Client's Website.

In order to optimise the display and/or delivery of the Promotional Elements, TIMEONE - PERFORMANCE may make adjustments, modifications, arrangements or updates of a technical nature (HTML code, tags, CSS, etc.) of the Promotional Elements. The Client, remaining the sole owner of the intellectual property rights on the Promotional Elements, assigns this right to TIMEONE - PERFORMANCE, for the sole duration of the Contract. It is expressly agreed between the Parties that the visual of the Promotional Elements may not be affected by these rights without the prior written consent of the Client.

The Client also undertakes to integrate into its Website any technical elements that will be provided by TIMEONE - PERFORMANCE, including the Tracking tool, in compliance with the implementation specifications of which it will be informed (conversion tags, master-tags, clicktags for flash elements, etc.).

4.4.2 If the Remuneration depends on the number of Post-Redirection or Post-Impression Actions, the Client undertakes to integrate the Tracking tool supplied by TIMEONE - PERFORMANCE into its Website. This Tracking tool allows TIMEONE - PERFORMANCE to record the Post-Redirection or Post-Impression Actions carried out by Web users on the Client's Website.

The activation of the Tracking must not be dependent on a Traffic origin or on the Web user's previous Internet journey. The Tracking tool supplied by TIMEONE - PERFORMANCE must be included in the source code of the action confirmation page for the Client's Website so that it can be activated regardless of the origin of the Traffic or the Web user's previous Internet journey.

4.4.3 However, if the Client is required by technical constraints to make the activation of the Tracking dependent on a Traffic origin or on the Web user's previous Internet journey, the Client undertakes to provide any information and cooperation that may be required in order to allow TIMEONE - PERFORMANCE to determine the number and type of Post-Redirection or Post-Impression actions.

The Client also undertakes to transmit to TIMEONE - PERFORMANCE, in a detailed manner and prior to the launch of the Marketing Program, its rules for deduplication and the attribution of Post-Redirection and Post-Impression Actions, in addition to all of the marketing channels concerned by this deduplication.

During the Marketing Program, the Client shall not be authorised to modify its deduplication and Post-Redirection and Post-Impression action attribution rules, or the marketing channels concerned by this deduplication, without TIMEONE -

PERFORMANCE' prior written authorization.

TIMEONE - PERFORMANCE reserves the right to appoint a qualified auditor to monitor the rules for deduplication and the attribution of clicks and actions implemented by the Client. The Client undertakes to allow the appointed auditor to carry out the necessary investigations and, in particular, to examine and make copies of the activity reports listing the recorded actions.

This audit shall be carried out under the following conditions:

- The Client shall be notified of the date of the auditor's intervention at least ten (10) working days before the scheduled date;
- The auditor shall perform its assignment in the Client's offices in which the activity reports are kept, during normal opening times.
- The Client undertakes to provide reasonable assistance to the auditor designated by TIMEONE - PERFORMANCE, in order to facilitate the performance of his or her assignment.

TIMEONE - PERFORMANCE shall bear the costs of the performance of the audit. However, if the audit should reveal the Client's failure to comply with the rules for deduplication and the attribution of clicks and actions transmitted to TIMEONE - PERFORMANCE, the costs of the audit shall be borne exclusively by the Client.

4.4.4 The Client shall be obliged to keep the Tracking supplied by TIMEONE - PERFORMANCE on its Website.

If the Client removes the Tracking provided by TIMEONE - PERFORMANCE, the Remuneration owed by the Client during the period in which the Tracking is removed, shall be determined in the following manner:

- Application of a theoretical conversion rate of 0.7%: the number of Post-Redirection or Post-impression Actions shall correspond to 0.7% of the number of Clicks or Impressions recorded by the TIMEONE - PERFORMANCE Platform.

4.4.5 The Client consents to the implementation of the Tracking Tool on any of the Client's Websites that are subject to a Marketing Programme to enable the recording of Impressions, Clicks, Post-redirection or Post-Impression Actions, as well as the browsing behavior of Web user's on the CLIENT's Website.

The Client authorises TIMEONE - PERFORMANCE to use all the Tracking data thus collected in order to:

- determine the amount of Remuneration owed by the Client;
- improve its Tracking and advertising targeting technology, in the Clients' best interests;
- create behavioural profiles. These behavioural profiles shall be the exclusive property of TIMEONE - PERFORMANCE, which has the sole legal right to exploit them.

By installing the Tracking tool on its Website, the Client acknowledges that it will read and/or write information contained in the Web user's terminal and that it will collect personal data used for Tracking purposes and subsequent processing of personal data by the Publisher, TIMEONE - PERFORMANCE and/or the Client in accordance with the conditions set out in the Contract and the Data Protection Agreement referred to in the purchase order. The Client acknowledges and certifies that he is solely responsible, on his own behalf and on behalf of TIMEONE - PERFORMANCE, for the obligations of informing and obtaining the consent of the Web users to the Tracking tool in accordance with the stipulations of the Data Protection Agreement referred to in the purchase order and in compliance with the Applicable Regulations. The Client undertakes in this respect to implement all appropriate means to validly collect, attest to and transmit at any time proof of the Web user's consent prior to any reading and/or writing operation of the Web user's terminal and transmission of personal data to TIMEONE - PERFORMANCE via the Tracking tool.

In the event of failure to comply with the above, the Contract and/or the Client's Marketing Programme may be terminated by TIMEONE - PERFORMANCE as of right, without prejudice by TIMEONE - PERFORMANCE, without prejudice to other actions and remedies available to TIMEONE - PERFORMANCE.

Under the foregoing obligations, the Client undertakes:

- to do everything possible to ensure that TIMEONE - PERFORMANCE is not involved in any action or procedure, of any nature whatsoever, relating to the any action or proceeding, of any nature whatsoever, relating to the Tracking tool and the subsequent processing resulting from it;
- to bear all reasonable costs incurred by TIMEONE - PERFORMANCE in order to defend itself in the event of a legal challenge in relation to the Tracking Tool and subsequent processing thereof; and
- to indemnify TIMEONE - PERFORMANCE for any costs, losses or damages that it may incur, including legal fees, court costs, court orders for damages and/or settlements with any relevant person as well as fines and penalties imposed by a competent regulatory authority.

4.4.6 To verify the efficient operation of the Tracking in the framework of the Marketing Program and after informing the Client thereof, TIMEONE - PERFORMANCE may perform Tracking tests on the different actions set out on the purchase order.

In the context of these tests, TIMEONE - PERFORMANCE may be required to create orders and perform payments (online orders, subscriptions, etc.). At TIMEONE - PERFORMANCE' written request and accompanied by supporting documents, the Client undertakes to cancel the orders and refund the payments made by TIMEONE - PERFORMANCE in the framework of Tracking tests.

In the event of the Client's failure to refund the payments within thirty (30) days, the amounts paid by TIMEONE - PERFORMANCE during the Tracking tests shall be invoiced to the CLIENT.

4.4.7 Throughout the entire duration of the Marketing Program and for the exclusive purpose thereof, the Client shall grant the right to use its brand and any distinctive signs or marks associated therewith to TIMEONE - PERFORMANCE and the Publishers.

4.5. - TIMEONE - PERFORMANCE' obligations relating to the performance of the Marketing Program

4.5.1 TIMEONE - PERFORMANCE undertakes to promote the Client's Marketing Program by any means that it deems to be necessary.

TIMEONE - PERFORMANCE undertakes to inform the Client on a regular basis of any difficulty that it may encounter during the period of execution of the marketing Program.

4.5.2 If the Remuneration depends on the number of Post-Redirection or Post-Impression Actions, TIMEONE - PERFORMANCE undertakes to provide technical assistance to the Client that will allow it to insert the Tracking tool described in article 4.4.2. of these General Terms of Business.

4.5.3 Throughout the entire duration of the Client's Marketing Program, TIMEONE - PERFORMANCE undertakes to record and save the Impressions, Clicks, data relating to the Web users' origins and the number and types of Post-Redirection or Post-Impression actions performed by Web users on the Client's Website, by methods of its own choosing.

4.6 4.6. Changes made by the CLIENT to its Website

Any change made by the CLIENT to its Website, and in particular any changes to its name, purpose, hosting location, size and update frequency, will not affect the continuation of the Marketing Program.

Article 5 - Remuneration owed by the Client

5.1. - Setting of the Remuneration owed by the Client

The nature and calculation of the Remuneration owned by the Client, in the context of the Marketing Programme, are specified in the purchase order.

5.2. - Recording of Impressions, Clicks and Post-Redirection or Post-Impression Actions by TIMEONE - PERFORMANCE

The number of Impressions or Clicks, in addition to the number and type of Post-Redirection or Post-Impression Actions carried out by Web users on the Client's Website, shall be exclusively determined on the basis of the records compiled by the TIMEONE - PERFORMANCE Platform.

The Client shall refrain from disputing the records compiled by the TIMEONE - PERFORMANCE Platform in any manner and cannot demand any other proof of the Impressions, Clicks and Post-Redirection or Post-Impression Actions performed by the Web users.

5.3. - Validation by the Client of the Post-Redirection or Post-Impression Actions recorded by TIMEONE - PERFORMANCE

When the Remuneration owed by the Client depends on the number of Post-Redirection or Post-Impression Actions, TIMEONE - PERFORMANCE shall, on a monthly basis, send the Client a file specifying all of the Post-Redirection or Post-Impression Actions recorded during the previous month.

Upon receipt of this file, the Client shall have a period of four (4) calendar weeks in which to validate or reject—in writing—the Post-Redirection or Post-Impression Actions recorded by TIMEONE - PERFORMANCE.

In the absence of a response by the Client during this period, all of the Post-Redirection or Post-Impression Actions recorded by TIMEONE - PERFORMANCE shall be definitively validated.

In the event of the Client's rejection of the Post-Redirection or Post-Impression Actions, the Client undertakes to send supporting documents to TIMEONE - PERFORMANCE for each of the actions concerned. If the required supporting documents are not transmitted within a period of five (5) business days, the Post-Redirection or Post-Impression Actions concerned cannot be rejected and shall be validated.

The Client may not reject more than 10% of the Post-Redirection Actions or Post-Impression Actions recorded by the TIMEONE - PERFORMANCE's Platform in a given month.

## Article 6 - Invoicing and payment of the Remuneration owed by the Client

### 6.1 - Invoicing of the Remuneration by TIMEONE - PERFORMANCE

TIMEONE - PERFORMANCE shall produce a statement of accounts at the end of each month. At the start of the following month, TIMEONE - PERFORMANCE shall send the Client an electronic invoice for the Remuneration owed by this Client.

This invoice shall specify the number of Impressions or Clicks, or the number of Post-Redirection and Post-Impression Actions billed to the Client.

The Client declares having been expressly informed of the fact that TIMEONE - PERFORMANCE has sole responsibility for the invoicing and collection of all Remuneration owed to the Publishers in the framework of the implementation of its Marketing Campaign. Consequently, the Client shall refrain from paying the Publishers some or all of the Remuneration that they may be owed, either directly or via any third party.

### 6.2. - Payment of the Remuneration by the Client

The total price of the invoices issued by TIMEONE - PERFORMANCE must be paid within 30 (thirty) days of their issue.

The invoices issued by TIMEONE - PERFORMANCE are payable by bank wire transfer or cheque made payable to TIMEONE - PERFORMANCE.

In the event of a delayed payment for which the Client or its authorised agent is responsible, late-payment penalties corresponding to a percentage of the total tax-inclusive amount of the sums owed by the client shall be automatically payable to TIMEONE - PERFORMANCE by operation of law, as of the day after the due date of the invoice, without the need for any formality or prior notice.

The calculation of these late payment penalties shall be based on a rate equal to the interest rate applied by the European Central Bank to its most recent refinancing operation plus 10 percentage points.

In addition to the late payment penalties provided for herein above, in the event of the failure of the Client or of its authorised agent to pay the entire amount of the invoice by the end of a period of one month from its due date, the Client shall owe TIMEONE - PERFORMANCE damages corresponding to 20% of the remaining balance due excl. VAT. These damages shall be due by operation of law, without prior notice.

### 6.3. Mandate

Optionally, the Client may appoint an Advertising agency to order and manage its Marketing Program in the name and on behalf of the Client.

The mandate must imperatively give rise to the conclusion of a written contract between the Client and the commissioning agency. This contract must comply with the provisions of Articles 20 et seq. of the French Law No. 93-122 of 29 January 1993, known as the Sapin Law.

A copy of the agency agreement must be attached to the Client's Marketing Programme purchase order.

On behalf of and for the account of the Client, the agent shall manage and control the invoicing. If he has been appointed to do so, he shall ensure that the Remuneration is paid on time.

In accordance with the dispositions of Article 25 of the French Law No. 93-122 of 29 January 1993, known as the Sapin Law, TIMEONE - PERFORMANCE's invoices are always sent to the Client. A copy of the invoices is sent by TIMEONE - PERFORMANCE to the agent. In the event of non-payment of TIMEONE - PERFORMANCE invoices by the agent who has received a mandate to this effect, the Client is obliged to pay directly to TIMEONE - PERFORMANCE

the entire Remuneration due, even if he has already sent the agent sums with a view to their transfer to TIMEONE - PERFORMANCE.

## Article 7 - TIMEONE - PERFORMANCE network

### 7.1. - Conditions to which Publishers must conform

The Website of any Publisher in the TIMEONE - PERFORMANCE Network must imperatively satisfy all of the following cumulative conditions and must not contain any:

- illicit content or material that is obscene, offensive or likely to constitute a threat to public order;
- content of a violent, pornographic, erotic, paedophile, religious, political or racist nature...;
- content likely to breach the rights of third parties and particularly any intellectual property rights (illegal "peer-to-peer" sites in particular are prohibited);
- content that could breach the rights or damage the image or reputation of TIMEONE - PERFORMANCE, the TIMEONE - PERFORMANCE Network or its clients;
- not contain any content that does not comply with the provisions of Articles 72 to 78 of the French Law No. 2016-1691 of 9 December 2016 on transparency, the fight against corruption and the modernisation of economic life, providing a framework for communication on certain complex and risky financial products.

If the Publisher is a Traffic provider, the audience acquired by the Traffic must imperatively originate from a Website, network or content that satisfies all of the cumulative conditions stipulated herein above.

TIMEONE - PERFORMANCE undertakes always to ensure the strictest compliance by the Publishers of the TIMEONE - PERFORMANCE Network with the requirements set out in this article. However, it is stipulated that this is a best endeavours obligation rather than a performance obligation.

### 7.2. - Ownership of the TIMEONE - PERFORMANCE Network

TIMEONE - PERFORMANCE is the sole owner of the TIMEONE - PERFORMANCE Network which shall be mobilised throughout the period of execution of the marketing Program. The Client shall acquire no property rights over the Publishers and any profit made by the Client from the mobilisation of the TIMEONE - PERFORMANCE Network during the Marketing Program shall end immediately upon the expiry of this Campaign, without entitling the Client to initiate any grievance against TIMEONE - PERFORMANCE.

Building a network of publishers and managing performance marketing or advertising campaigns across a diverse portfolio of advertisers is a major investment for TIMEONE - PERFORMANCE.

Throughout the entire duration of the Contract, the Client is not allowed to enter into direct or indirect contracts with Publishers of the TIMEONE Network without the participation of TIMEONE - PERFORMANCE, direct or indirect contracts on the services which are the subject of the Contract, or to conduct negotiations in this sense without the TIMEONE - PERFORMANCE's prior written consent.

In the event that TIMEONE PERFORMANCE gives the Client this prior written agreement, the Client undertakes to pay the sum corresponding to 20% of the turnover invoiced by TIMEONE - PERFORMANCE to the Client, over the last twelve months, for the Campaign concerned. This sum will be verified by a competent Court in the event of a dispute between the Parties.

In the event of any breach of the clause provided for herein above, the Client undertakes to pay a penalty of 30% (thirty) of the turnover invoiced by TIMEONE - PERFORMANCE to the Client over the last twelve (20) months for the Campaign concerned. The penalty may not be less than five thousand (5,000) euros excluding tax. The amount of this penalty will be verified by a competent Court in the event of a dispute between the Parties.

Compliance with this clause is essential to the operation of the TIMEONE - PERFORMANCE Network. In addition to the termination of the Agreement, TIMEONE - PERFORMANCE reserves the right to take legal action.

## Article 8 - LIABILITY

### 8.1. - The Client's liability



The Client shall have sole liability for:

- the content delivered via its Website;
- the products and services proposed or supplied via its Website;
- the content of the promotional Elements supplied to TIMEONE - PERFORMANCE.

The CLIENT undertakes to ensure that its Website meets all of the following cumulative conditions:

- not to include any content that is illicit, contrary to public decency or likely to constitute a disturbance to public order;
- not contain any content of a violent, pornographic, erotic, paedophilic, religious, political or racist nature...;
- not contain any content likely to infringe the rights of third parties and in particular intellectual property rights (prohibition in particular of "Peer-to-Peer", "streaming" or illegal download sites);
- not to include any content that may infringe the rights, image or reputation of TIMEONE - PERFORMANCE, the TIMEONE - PERFORMANCE Network or its other clients.
- not include any content that does not comply with the provisions of articles 72 to 78 of the French law n° 2016-1691 of 9 December 2016 on transparency, the fight against corruption and the modernisation of economic life, framing the communication on certain complex and risky financial products.

In addition, the Client undertakes to comply with the Applicable Regulations and to fulfil all its obligations under the Applicable Regulations.

In the event of a breach by the Client of the obligations set out in this article, TIMEONE - PERFORMANCE may terminate the Contract without notice.

The Client is solely responsible for all the harmful consequences that may result from the failure to comply with any of the obligations set out in this article.

The Client guarantees TIMEONE - PERFORMANCE against any recourse against it in this respect by any third party whatsoever.

## 8.2. - TIMEONE - PERFORMANCE' liability

### 8.2.1 TIMEONE - PERFORMANCE shall have sole liability for:

- the content delivered via its Website;
- the services proposed or supplied via its Website;
- the technological or technical solutions used by its Platform.

It undertakes to ensure that its Website shall satisfy all of the cumulative conditions set out in article 7.1. of these General Terms of Business.

TIMEONE - PERFORMANCE undertakes to conform to all of the Applicable Regulations concerning personal data protection and to fulfil all its obligations under the Applicable Regulations.

8.2.2 The Client acknowledges and declares that TIMEONE - PERFORMANCE cannot be held liable for any harmful direct or indirect consequence that might arise due to a malfunction or a temporary suspension of the services provided by TIMEONE - PERFORMANCE. Consequently, the Client shall refrain from claiming any sums or compensation from TIMEONE - PERFORMANCE on these grounds.

## Article 9 - COMMUNICATION

The Parties shall have the right to inform the public, press and its commercial contacts about the existence of the Contract, without, however, specifying the special conditions—particularly financial—set out on the purchase order. On a temporary basis and exclusively for the purpose of communicating the existence of the Contract, the Parties are authorised to use the trademark of the other Party and the distinctive signs attached to it.

TIMEONE will have the capacity to exploit and communicate on the commercial results of its performance marketing technological Platform in the broadest sense, without mentioning the particular performance of the Client's Marketing Programme.

## Article 10 - LOYAL AND GOOD FAITH BEHAVIOUR

The Parties undertake always to behave towards each other as loyal partners and in good faith and in particular to inform each other of any difficulties they may encounter in the performance of the Contract.

## Article 11 - DECLARATION OF RECIPROCAL INDEPENDENCE

The Parties declare and acknowledge that they are and will remain, for the duration of the Contract, independent partners,

each assuming the risks and burdens of its own activity.

TIMEONE - PERFORMANCE does not purchase advertising space on behalf of the Client in the performance of the Contract, the Client developing its own Marketing Programme and choosing the Publishers participating in the Programme.

The Parties thus acknowledge that the relationship between the Client and TIMEONE - PERFORMANCE does not fall within the scope of article 20 of the French law n° 93-122 of January 29, 1993, known as the Sapin law.

#### Article 12 - DURATION OF THE CONTRACT

The Contract is concluded for the duration of the purchase order.

#### Article 13 - TRANSFER OF THE CONTRACT

Within the meaning of Articles L233-1 et seq. of the French Commercial Code, each of the Parties is free to assign the Contract to any company in its group, to its parent company and to the subsidiaries of its parent company or, where applicable, to its own subsidiaries.

The assignment must be notified to the other Party in writing and within a reasonable period of time.

However, one of the Parties may not transfer the Contract to a company carrying on a business competing with that of the other Party.

Furthermore, the Contract shall be freely transferred to any beneficiary of a transfer of all or part of the assets of one of the Parties resulting from a merger, demerger, partial contribution of assets or sale of business.

Finally, the change of control of one of the Parties shall have no effect on the continuation of the Contract.

#### Article 14 - DIVISIBILITY

If any of the provisions of these General terms of Business is found to be null and void, the contract itself shall not be cancelled unless it concerns an essential provision that influences the parties' consent and unless its cancellation is liable to cast doubt upon the general balance of the Contract.

#### Article 15 - APPLICABLE LAW - JURISDICTION

The Contract becomes effective on the date of signature and initialling of the purchase order.

These Contract, in addition to all of the contractual relationships that they are intended to govern, are subject to French law.

The Parties shall endeavour to settle amicably any dispute relating to the conclusion, interpretation and performance of the Contract.

Should they fail to do so, any dispute will be under the exclusive jurisdiction of the Court of the registered office of TIMEONE - PERFORMANCE

