

Adlegion Limited (company number 12418118) (“Adlegion”) and the Advertiser enter into these terms and conditions in relation to the provision of Advertising Services by Adlegion to the Advertiser (“Terms and Conditions”). Adlegion and the Advertiser agree as follows:

1.

Definitions

“Advert” means any text hyper-link, html code, button, banner, video or other graphic or text file(s) provided to Adlegion by the Advertiser for the purpose of promotion on Sites.

“the Advertiser” means any advertiser, or advertising agency acting as agent for a client, for whom Adlegion shall procure Advertising Inventory on Sites, the details of which are set out in the signature block of these Terms and Conditions.

“Advertising Inventory” means the advertising space procured by Adlegion for Adverts on Sites.

“Advertising Regulation and Standards” means any present or future applicable laws, code of practice, adjudication, decision, guideline, direction or rule of any Advertising Regulator and includes any applicable modification, extension or replacement thereof in force from time to time.

“Advertising Regulator” means the Office of Communications, the Office of Fair Trading, the Broadcast Committee of Advertising Practice, the Committee of Advertising Practice, the Advertising Standards Authority (“ASA”), the ASA (Broadcast) or any other UK regulator or statutory or regulatory body relevant to the marketing and advertising services to be provided under this Agreement.

“Advertising Services” means procuring the display of Adverts on Sites by Adlegion as well as all underlying Intellectual Property, economic rights, and other Confidential Information (as defined herein) used by Adlegion and associated with the procurement thereof.

“Applicable Laws” means all law, statute, statutory provision, subordinate legislation and mandatory: order, notice, rule of court, by-law, policy, guidance, directive, code of conduct or other instrument or requirement of any Advertising Regulator or other authority having jurisdiction over the business or affairs of the parties, and including any Privacy Law and Advertising Regulation and Standards.

“Campaign” means an advertising campaign in respect of Advert(s) as is described or otherwise detailed in an Insertion Order.

“Click” means an attempt by Adlegion to redirect a User who has clicked or otherwise selected an Advert from one of the Sites and through such click or selection indicated an intent to be redirected to a URL specified by the Advertiser or Adlegion.

"Cookie" means any file, data, device or object stored upon a User's terminal equipment in order to monitor, track, identify or authenticate the User or his activity (for any purpose).

"Downtime" means any planned or unplanned period during which the Advertising Services are not available to the Advertiser, or periods where Adlegion is unable to serve Adverts to Sites.

"End Date" means the ending date of a Campaign as indicated on the Insertion Order.

"Impression" means the single display of an Advert served by Adlegion to a User on Sites.

"Insertion Order" means the Adlegion standard form that specifically describes (amongst other things) the Advert, the Campaign, the placement on the Adlegion Network and the fees to be paid by the Advertiser to Adlegion in respect thereof.

"Intellectual Property" means all intellectual property rights, including patents, trademarks, database rights, rights in designs and copyrights (including rights in computer software) (whether or not any of these rights are registered, and including applications and the right to apply for registration of any such rights) and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these which may subsist anywhere in the world, for the full term of such rights, and any renewals and extensions of them.

"Internet" means the global connection of computer networks providing for the transmission of data, electronic mail, online information, information retrieval and file transfer protocol.

"Privacy Law" means the Data Protection Directive 95/46/EC, the Privacy and Electronic Communications Directive 2002/58/EC and any other applicable law concerning the privacy or tracking of, communications with and use of information concerning Users or Viewers.

"Publisher" means a publisher who has entered into a publisher agreement with Adlegion for the purposes of joining the Adlegion Network and displaying Adverts on behalf of the Advertisers.

"Site" or "Sites" means the website(s) and digital platform applications (i) owned, operated or controlled by the Publisher, or (ii) owned, operated or controlled by a third party which has appointed the Publisher to represent it for the purposes of selling Advertising Inventory; agreed between the parties from time to time for the placement of any Advert. Such Sites maybe accessible via computer display, mobile device, smart television or other Internet-connected device.

"Adlegion Network" means the Sites & Advertising Technology Platforms upon which Adlegion may place Adverts not limited to Facebook Ads, Google Ads, Twitter Ads, Pinterest Ads, Google DV360 or other demand side platforms.

"Start Date" means the commencement of a Campaign as indicated on the Insertion Order.

“URL” means the group of characters which identify a type of Internet resource and its location on the Internet.

“User” means any person accessing Sites.

1.1

Unless the context otherwise requires, words denoting the singular shall include the plural and vice versa; words denoting any one gender shall include all genders; words denoting persons shall include bodies corporate, unincorporated associations and partnerships; and any reference to a statutory provision shall be construed as a reference to any statutory modification, re-enactment or implementing legislation for the time being in force.

2.

Agreement

These Terms and Conditions and each accompanying Insertion Order(s) constitute the entire agreement ("Agreement") between Adlegion and the Advertiser and shall define each party's rights and obligations with respect to Adlegion's provision of the Advertising Services on the Advertiser's behalf. Each Insertion Order shall be subject to the terms and conditions set out in this Agreement.

The Advertiser's return and/or submission of an Insertion Order to Adlegion constitutes an offer to Adlegion for Adlegion to serve Advert(s) via the Advertising Services. Adlegion will either accept such offer and Insertion Order and begin the performance specified therein, or reject it and notify Advertiser. All Insertion Orders are subject to such acceptance by Adlegion.

3.

Delivery

3.1

The Advertiser will deliver all Adverts to Adlegion no less than five (5) business days prior to the Start Date. If the Advertiser does not submit the Advert more than five (5) business days prior to the Start Date, Adlegion reserves the right to immediately terminate the Insertion Order upon notice to the Advertiser and all Advert placements will be released and Adlegion will have no further obligation under this Agreement. Notwithstanding the foregoing, in the event that the Advertiser delivers Adverts(s) to Adlegion less than five (5) business days prior to the Start Date, Adlegion will use commercially reasonable efforts to display: (i) standard Adverts on the Adlegion Network within five (5) business days after Adlegion receives the Adverts from the Advertiser; and (ii) Adverts that contain rich media technology components within ten (10) business days after Adlegion receives such rich media Adverts from the Advertiser. Adlegion reserves the right to reject in its discretion and good faith any Adverts that do not conform to: (i) Adlegion's standards for advertising on the Adlegion Network (as

amended from time to time); and/or (ii) any other additional criteria or standards imposed by Adlegion in its discretion in respect of any certain classes of Adverts (by way of example only, those in respect of gambling or financial services. Notwithstanding the foregoing, Adlegion is not required to display the Adverts on the Adlegion Network unless Adlegion approves and continues to approve the Advertiser's credit status in its sole discretion and both parties have executed the Agreement.

3.2

The parties agree that Adlegion shall use its best endeavors to procure that each Campaign will run for the number of days indicated in the Insertion Order. However, the Start Date and/or End Date may be modified by Adlegion upon notice to the Advertiser due to scheduling delays, including but not limited to, delays in execution of the Agreement, credit approval or delivery of Advert.

3.3

In the event that Adlegion delivers a shortfall greater than 5% of the number of Adverts (or other agreed metric) to be displayed as set forth in the Insertion Order based on Adlegion's figures, the Advertiser's sole remedy, at Adlegion's discretion, will be: (i) to extend the length of the relevant Campaign until the total number of Adverts are delivered; (ii) position and place the Adverts on the Adlegion Network during some future time period; or (iii) deliver the Adverts as otherwise mutually agreed upon by the parties. For the avoidance of doubt, if the shortfall is less than or equal to 5% of the number of Adverts to be displayed as set forth in the Insertion Order, the Advertiser shall have no remedy against Adlegion.

4.

Positioning, Placement; Reservation of Right

4.1

The position, placement and description of the Adverts on the Adlegion Network will be as set forth in the Insertion Order. Adlegion will use commercially reasonable efforts to place the Adverts on the Adlegion Network as described and specified in the Insertion Order. In the event that Adlegion redesigns and/or materially changes the Adlegion Network during the term of this Agreement, Adlegion will provide the Advertiser with placements that are similar in prominence and value as determined by Adlegion in its sole discretion. Adlegion, in its sole discretion, reserves the right to reject, revise or remove, or to require the Advertiser to correct, revise or substitute any or all of the Adverts, if Adlegion reasonably believes that such Adverts might violate any of the Advertiser's representations under this Agreement, or might fail to conform to the Adlegion standards for advertising (as amended from time to time) or any other criteria or standards imposed pursuant to clause 3.1. The Advertiser agrees and understands that failure to comply with Adlegion's required specifications for Adverts, as amended from time to time, may result in removal of the Adverts from the Adlegion Network at Adlegion's sole discretion.

4.2

It is recognised by the parties that the Adverts will be placed on different websites and those sites will vary in appearance. The parties accept that as a result of these differences there may be variation in the appearance and quality of the Advert as viewed between different websites. The Advertiser thus has no remedy for dissatisfaction with the quality of the appearance of Adverts so occasioned.

4.3

Adlegion bears no liability for the placement of an advert on a website that promotes a product or service that the Advertiser would otherwise object to being associated with the Advertiser's product or service.

5.

Monitoring

5.1

Adlegion shall maintain a measure of the number of Impressions and Clicks on any Advert and shall store this information in a secure dedicated area on Adlegion's systems for access only by the Advertiser and Adlegion. For the avoidance of doubt, Adlegion's measurement of Impressions and Clicks is definitive (including whether it considers the same are, or may be, fraudulent), notwithstanding any third party ad server measurements obtained by the Advertiser. For the avoidance of doubt, only Adverts which meet Adlegion's current Advert specifications, as updated from time to time, are supported by Adlegion as part of the Advertising Services. Advertiser may request a copy of the current Advert specifications from Adlegion. .

5.2

The Advertiser shall report to Adlegion, within two weeks of the information being made available by Adlegion, any discrepancy relating to Adlegion's measure of Impressions and Clicks. Adlegion is not liable for any discrepancy not reported within this time frame and the Advertiser waives all right, title and intent to dispute payment to Adlegion based upon any discrepancy not reported within this time frame. If the Advertiser wishes to seek credit for any such discrepancy, Adlegion agrees to review the disputed information and will make a reasonable effort to investigate and negotiate a reconciliation for confirmed discrepancy. In no case will Adlegion credit more than ten (10%) percent of total number of Impressions or Clicks in relation to an Advert.

5.4

Adlegion operates a proprietary electronic validation system that is intended to monitor the validity of a User's request for an Advert or a User's request to be redirected to the URL specified by the Advertiser, such request being indicated by an Impression or a Click. This

system is not foolproof and Adlegion shall not be liable for any fraud by any User or third party including the owner or operator of Sites or their employees.

5.5

Adlegion reserves the right to use the information it maintains and is otherwise connected to the monitoring of any Campaign, provided that it complies with applicable law and does not disclose to a third party any information which identifies or specifically relates to the Advertiser or any of the Advertiser's Adverts.

6.

Payment

6.1

All amounts due from the Advertiser hereunder must be paid within thirty (30) days of the invoice date unless otherwise stated in the insertion order. Adlegion reserves the right to suspend the placement of any Advert in respect of any Campaign and/or Insertion Order on the Adlegion Network or terminate this Agreement in the event that: (i) a payment due hereunder remains unpaid three (3) business days after the Advertiser has been notified of such non-payment in writing; and/or (ii) the Advertiser (or its client where the Advertiser is acting as agent) becomes unable to pay its debts as they fall due.

6.2

In the event that a payment due hereunder remains unpaid three (3) business days after the Advertiser has been notified of such non-payment in writing, Adlegion shall be entitled to charge the Advertiser interest (both before and after any judgment) on the unpaid amount at the rate of 4 per cent. per annum above the base rate of HSBC Bank plc (or another bank nominated by Adlegion from time to time), from the invoice date until payment in full is made and interest shall accrue on a daily basis. If it should become necessary to pass the Advertiser's account to a third party debt collection agency, the Advertiser shall be responsible for all collection costs including all reasonable legal fees incurred by Adlegion or the debt collection agency.

7.

Downtime

7.1

Computer and telecommunications systems are not fault free and may require periods of, or be subject to, downtime. Accordingly, Adlegion does not guarantee uninterrupted availability of the Internet, any Adlegion Website or any Sites but it shall make reasonable commercial effort to minimise any Downtime which is within its direct control. The Advertiser shall have no claim for breach of the Agreement or otherwise in respect of any Downtime. Where

reasonably possible, Adlegion shall advise the Advertiser in advance of any Downtime within its direct control.

7.2

Where Downtime runs for an uninterrupted period of 24 hours or more and impacts on Adlegion's ability to procure the display of Adverts on Sites, the term of this Agreement will be automatically extended to make good the period for which the Downtime occurred.

8.

Advertiser Warranties

The Advertiser represents and warrants to Adlegion and any relevant Publisher(s) that: (i) it holds all necessary rights, licenses and clearances to permit the use of all Adverts provided to Adlegion under this Agreement; (ii) the use, reproduction, distribution, transmission or display of any Advert and any materials to which Users can link, or any products or services made available to Users through the Advert will not: (a) violate any applicable law, rule, code, standard or regulation (including but not limited to any Privacy Law and the Consumer Protection from Unfair Trading Regulations 2008), breach the Advertising Regulation and Standards or infringe any copyright, patent, trademark or service mark, trade secret rights, copy any get up or trading style or breach any other personal, moral, contractual, property or privacy right of any third party (collectively "Unlawful Conduct"); (b) contain or promote viruses, spyware, obscene, abusive, violent, bigoted, hate-oriented, cracking, hacking or otherwise inappropriate content or conduct (collectively "Offensive Conduct"); or (c) encourage or tolerate third party conduct that would constitute Unlawful Conduct or Offensive Conduct; (iii) the landing page for each Advert (i.e., the Advertiser's website page where a consumer is directed) contains a prominent link to the Advertiser's privacy policy, which policy provides, at a minimum, adequate notice, disclosure and choices to Users regarding the Advertiser's collection, use, disclosure and security of their personal information and which provides Users with options for Cookie management, and including, without limitation a link to the specified industry opt-out pages at <http://allaboutcookies.org> and/or www.youronlinechoices.com; (iv, as updated from time to time; (iv) Advertiser's privacy policy is in compliance with all Applicable Laws, regulations orders, decrees and any other legal or regulatory mandate; (v) all personal data (as defined under the Data Protection Directive 94/46/EC collected pursuant to the Campaign shall only be collected and in compliance with Applicable Laws; (vi) no Campaign offers products or services that are illegal for minors to buy, possess or participate in; and (vii) prior to loading or storing any computer program or information onto a User's computer or equipment, including without limitation programmes commonly referred to as adware, spyware and/or cookies, or accessing such computer programs or information, the Advertiser shall provide prior notice to and shall obtain the express and valid prior consent of the relevant User in respect of the same.

9.

Mutual Warranties

9.1

Each party warrants that it has the full right, power, legal capacity and authority to enter into, deliver and fully perform under this Agreement, and in performing under this Agreement, it shall do so in compliance with all Applicable Laws. Any agency executing this Agreement on behalf of or in the name of its client represents and warrants that: (i) it has the authority to bind its client to the terms and conditions stated herein and remains jointly and severally liable for all obligations under this Agreement; and (ii) its entering into this Agreement on behalf or in the name of its client shall not put in breach of any of its agent's obligations and duties to that client, and where required to do so as part of the such duties and obligations shall disclose all material factors (for example any rebates) arising in connection with this Agreement to the relevant client.

9.2

Save for clause 9.1, Adlegion specifically disclaims all other warranties and/or conditions, express or implied, including but not limited to any implied term, condition, representation or warranty of satisfactory quality or fitness for a particular purpose. The Advertising Services are made available on an 'as is' and 'as available' basis, and Adlegion makes no promise (or has any liability) to the Advertiser in respect of such provision.

10.

Intellectual Property and Licence

10.1

All Intellectual Property in the Advertising Services (including without limitation any and all advertising targeting and tracking technologies used therein) belong, and shall continue to belong, to Adlegion (and/or its licensors). The Advertiser shall not modify, adapt, translate, prepare derivative works from, decompile, reverse engineer, disassemble or otherwise attempt to derive source code from the Advertising Services (nor procure or authorise the same).

10.2

The Advertiser represents and warrants that it has the right and licence to grant, and hereby grants, to Adlegion a non-exclusive, worldwide, royalty-free licence to perform its obligations in respect of Advert(s) (and any trademarks or other content or Intellectual Property whatsoever therein) under this Agreement, including without limitation to transmit, publicly display, publicly perform, store, copy, distribute and otherwise reasonably deal with the Adverts described in the Insertion Order on the Adlegion Network.

11.

Confidentiality

11.1

Neither party shall disclose or reveal to any third party any confidential information of the other party (whether or not it is marked 'confidential', and including information which ought reasonably be considered to be confidential), including but not limited to all information received in connection with the business, products and services of Adlegion and this Agreement. Each party shall procure that its employees, agents, consultants and contractors shall also comply with this obligation. This provision shall survive termination or expiry of this Agreement.

This provision shall not apply to information which: -

1. is public knowledge or already known to the other party at the time of disclosure or which subsequently lawfully enters the public domain;
2. subsequently comes lawfully into the possession of the other party from an unconnected third party;
3. is required to be disclosed by an order or request of a court of competent jurisdiction or governmental, administrative authority or Advertising Regulator or as a result of any applicable law or regulation in force from time to time; or
4. is disclosed or used in connection with the performance of this Agreement or which is contained in the Advert.

12.

Limitation of Liability

12.1

Nothing in this Agreement shall exclude or limit Adlegion's liability for death or personal injury caused by its negligence or liability for fraud or any other liability which cannot be excluded or limited under applicable law.

12.2

Adlegion shall not be liable to the Advertiser or any third party for any: (i) damage to software; (ii) misuse of, damage to, loss or destruction of data; (iii) loss of profit or anticipated profits; (iv) loss of revenues; (v) loss of anticipated savings; (vi) loss of goodwill; (vii) loss of business opportunity; or (viii) for any indirect or consequential loss or damage whatsoever, arising out of or in connection to this Agreement.

12.3

Subject to clause 12.1, Adlegion's aggregate liability in respect of claims based on events in any calendar year arising out of or in connection with this Agreement or any collateral contract, whether in contract, tort (including negligence), for breach of statutory duty or otherwise, shall in no circumstances exceed the lesser of: (i) the cost for running the specific Campaign in question; and (ii) £5,000 (five thousand pounds sterling). No claim shall be

brought against Adlegion by the Advertiser more than one year after the event(s) to which such claim relates.

13.

Indemnity

The Advertiser agrees to indemnify on demand and hold harmless Adlegion, any relevant Publisher(s) and each of their respective shareholders, officers, directors, employees and agents, from and against any and all losses, fines, demands, claims, damages, costs, expenses and liabilities (including consequential losses and loss of profit, reasonable legal costs and expenses and value added tax thereon) suffered or incurred, directly or indirectly, in consequence any breach of the Advertiser's representations (including without limitation, those under clause 8) or other obligations under this Agreement.

14.

Notice

14.1

Any notice in connection with this Agreement shall be in writing in English and delivered by hand, fax, registered post or courier using an internationally recognised courier company. A notice shall be effective upon receipt and shall be deemed to have been received: (i) at the time of delivery, if delivered by hand, special delivery or courier; or (ii) at the time of transmission if delivered by fax provided that, in either case, where delivery occurs outside working hours, notice shall be deemed to have been received at the start of working hours on the next following business day.

14.2

The addresses and fax numbers of the parties for the purpose of clause 14.1 are:

Adlegion UK Limited, Abbey House, Lisle Road, High Wycombe, Buckinghamshire, HP13 5SH

The Advertiser

Such address and/or email/fax as may be specified from time to time in writing to Adlegion.

15.

Term; Termination

This Agreement will continue in effect for the term defined in each Insertion Order, unless earlier terminated by either party providing two (2) days' written notice to terminate to the other party. Notwithstanding the foregoing, the Advertiser agrees that

it will continue to be liable for all commitments in respect of Advertising Inventory (and related fees and other charges due and payable), in respect of any such two-day notice period and in any event following expiry or termination of the term. Adlegion may immediately terminate this Agreement and/or remove the Adverts from the Adlegion Network if Adlegion reasonably believes that: (i) any Adverts violate any of the Advertiser's representations or warranties under this Agreement; or (ii) the Advertiser is otherwise in breach of any of its obligations under this Agreement. All fees and other charges for Adverts placed until the date of termination will be due upon termination. [In the event that Adlegion checks the Advertiser's (or in the case it is acting as agent, the Advertiser's client's) credit rating at any time during the term and reasonably considers the results to be of concern, Adlegion may in its discretion: (i) terminate the Agreement immediately upon notice; and/or require immediate payment of any and all sums due and payable under the Agreement.

16.

Assignment

No rights or obligations under this Agreement may be assigned by the Advertiser without the prior written consent of Adlegion. Any assignment, transfer or attempted assignment or transfer in breach of this clause shall be void and of no force and effect. Adlegion and any of its subsequent assignees may assign this Agreement, in whole or in part, or any of its rights or delegate any of its duties under this Agreement, to any party.

17.

Third Party Rights

Save in the case of clauses 8 and 13 which the parties acknowledge and agree may be enforced by any relevant Publisher(s), except insofar as this Agreement expressly provides that a third party may in his own right enforce a term of this Agreement, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

18.

Entire Agreement

This Agreement (including the Insertion Order(s)) constitutes the whole agreement between Adlegion and the Advertiser and supersedes all previous understandings and agreements (whether written, oral or implied) between Adlegion and the Advertiser with respect to the subject matter hereof. Each party acknowledges that, in entering into the contract with respect to the subject matter hereof, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance

or warranty (whether made negligently or innocently) other than as expressly set out in this Agreement.

19.

Variation and Waiver

19.1

Variation. No amendment of this Agreement shall be valid unless it is in writing and duly executed by or on behalf of both parties to this Agreement.

19.2

Waiver. The rights and remedies of the parties to this Agreement shall not be affected by any failure to exercise or delay in exercising any right or remedy or by the giving of any indulgence by any other party or by anything whatsoever except a specific waiver or release in writing and any such waiver or release shall not prejudice or affect any other rights or remedies of the parties to this Agreement. No single or partial exercise of any right or remedy shall prevent any further or other exercise thereof or the exercise of any other right or remedy.

20.

Severability

If any part of this Agreement is found by a court of competent jurisdiction or other competent tribunal to be invalid, unlawful or unenforceable, then such part will be severed from the remainder of this Agreement which will continue to be valid and enforceable to the fullest extent permitted by law.

21.

Dispute Resolution

21.1

If any dispute arises in connection with this Agreement, it is agreed that the directors or other senior representatives of the parties with authority to settle the dispute will, within fourteen (14) days of a written request from one party to the other, meet in a good faith effort to resolve the dispute.

21.2

If the dispute is not resolved at that meeting, the parties shall be free to take such actions as they deem proper in all the circumstances in accordance with this Agreement.

22.

No Agency

22.1

No agency, partnership, joint venture, distributorship, employee-employer or franchisor-franchisee relationship is intended or created by this Agreement.

23.

Force Majeure

23.1

Without prejudice to clause 7, neither party shall be under any liability to the other party in any way whatsoever for destruction, damage or delay arising from circumstances beyond its reasonable control, including war, rebellion, civil commotion, strikes, lock-outs and industrial disputes, fire, theft, explosion, earthquake, act of God, flood, drought or bad weather, the unavailability of deliveries, supplies, products, disks or other media or the requisitioning or other act or order by any government department, council or other constituted body (together "Force Majeure"). Notwithstanding the foregoing, each party shall use all reasonable endeavours to continue to perform, or resume performance of, such obligations hereunder for the duration of such Force Majeure.

23.2

If either party is affected by Force Majeure, it shall promptly notify the other in writing of the nature and extent of the circumstances in question, and the length of time for which it is estimated such circumstances shall subsist.

23.3

In the event that either party is affected by Force Majeure for a period of more than thirty (30) days the other party may terminate this Agreement summarily upon notice to the first party.

24.

Governing Law and Jurisdiction

This Agreement and any disputes or claims arising out of or in connection with its subject matter are governed by and construed in accordance with the laws of England and Wales. The parties irrevocably agree that the courts of England have non-exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement.