Supply Partner Agreement

of
YOC AG and Affiliates

1. Scope and Conclusion

1.1 This Supply Partner Agreement (hereinafter "SPA"), shall apply to all Supply Partner Service Orders (hereinafter "Service Order") between YOC AG, Greifswalder Str. 212, 10405 Berlin, Germany, and its subsidiaries (hereinafter "YOC") and the Partner. YOC and the Partner are also collectively referred to as the "Parties".

1.2 This agreement is concluded when the Service Order is signed by both Parties, for example via a digital signature software.

1.3 Any general terms and conditions of the Partner shall only become part of the Service Order with YOC's express consent. YOC hereby expressly objects to the inclusion of the general terms and conditions of Partner.

2. Definitions

2.1 **"Ad"** or **"Ads":** Digital marketing content of a Demand Partner (image, video, richmedia or text), which are displayed via an Ad Unit.

2.2 **"Ad Unit":** Space or container for advertisements, on which marketing content is displayed.

2.3 "**ads.txt**" or "**app-ads.txt**": Authorized Digital Sellers, a standard defined by the Interactive Advertising Bureau (IAB), to enable the authorization of sellers of digital marketing units.

2.4 "**Demand Partner**": An advertiser, purchaser, a purchaser platform or their affiliated and authorized partners, who collaborate with YOC and whose advertisements shall be displayed on the inventory.

2.5 "**Direct Sale**": Sale of advertisement units on the basis of a direct collaboration between a Demand Partner and YOC. All selling parameters are subject to the conditions of the campaign, and are performed via the VIS.X® Platform.

2.6 "**Header Bidding**": A mechanism enabling Partner to leave its Inventory to YOC with the help of real-time bidding technology.

2.7 "**Header-Bidding-Adapter**": A tool enabling the integration of the VIS.X® Platform in the Header-Bidding-Setup of the Inventory.

2.8 "**IAB**": The Interactive Advertising Bureau, an organization and their local authorized representatives, who define standards for interoperable marketing protocols (https://www.iab.com/).

2.9 "**Impression Opportunity**": The possibility to present an User with an Ad via the Ad Unit of the Inventory of the Partner, which is enabled at the time of access of the contents of the Partner by the User.

2.10 "**Invalid Traffic**" or "**IVT**": Advertisement requests from the Inventory of the Partner (Traffic), which either reach the VIS.X® Platform or lead to the delivery of an advertisement, but do not meet the set quality criteria. These requests include non-human activity (e.g. spider, bots or similar software), activities aimed at creating fraudulent data traffic, miscounted impression or billing signals (e.g. multiple counting), manipulation and wrong or erroneous presentation of advertisements without prior consent of YOC and its Demand Partners.

2.11 "**Inventory**": All advertisement space of the Partner provided by the Partner in performance of the agreement.

2.12 "**Open Auction**": An automated method for the selling of the inventory via real-time bidding (RTB), where the marketing offer of Partner is sent to all available Demand Partners in real time and the selling price is determined by auction.

2.13 "**Private Deal**": An automated method for the selling of the inventory via RTB, where the marketing offer of the Partner is sent to selected Demand Partners, and where the selling price is determined by auction and on the basis of pre-negotiated conditions between the Demand Partner and YOC.

2.14 "**Product**": Presentation of the digital marketing contents, which are delivered by YOC and include the respective technology, to present the content on the Inventory of the Partner.

2.15 "**Sellers.json**" or "**RTB Supply Chain Object**": Each a technical specification describing the integrity of the supply chains and aiming at preventing fraud, see https://iabtechlab.com/sellers-json/.

2.16 "**Supply Partner**" or "**Publisher**": Partner or a third party authorized to distribute the Inventory by the Partner.

2.17 "**Tracker**": A technology for the recording, measuring and counting of various states and information, which arise in the context of the delivery of, presentation of and interaction with Ads and Products.

2.18 "**Traffic**": The amount of advertisement requests generated by Supply Partner when accessing Ad Units.

2.19 "**User**": A natural person accessing the contents of Partner.

3.   Object of Agreement, Transactions

3.1 The Partner provides YOC with its Inventory for the term of the Service Order via the marketing technology platform VIS.X® of YOC and the accompanying VIS.X® Software (VIS.X® Tag, VIS.X® SDK or VIS.X® Header-Bidding-Adapter). YOC may purchase individual Impression Opportunities from the Partner and sell these Impression Opportunities to Demand Partners on the VIS.X® Platform in its own name and for its own account via Direct Sale, Open Auction or Private Deal, for the purpose of displaying Products matching the respective Ad Units of the Inventory.

3.2 The purchase of the Impression Opportunity by YOC requires, that the Partner, by using the VIS.X® Software, consents to the display of the respective Ads on the Ad Unit belonging to the Inventory at the price proposed by YOC (hereinafter "Transaction"). Invoicing shall be carried out in accordance with section 6.

4.   Duties of YOC

4.1 In order to allow for the performance of the Service Order, YOC shall provide the Partner with access to the VIS.X® Software as agreed in the Service Order, through which the Partner shall integrate its Inventory into the VIS.X® Platform.

4.2 YOC shall allow for and perform the display of Ads by Demand Partners on the basis of the Products provided by YOC in connection with the Service Order.

4.3 YOC blocks all Demand Partners, which are harmful to minors, pornographic, racist, discriminatory, glorifying violence, or violate competition law, intellectual property law, trademark or media law, or any other applicable law.

4.4 YOC may choose Demand Partners and Ads at its own discretion. YOC will block Ads or Demand Partners at the request of the Partner.

5.   Duties of the Partner

5.1 The Partner shall integrate all relevant (app-)ads.txt-entries, provided by YOC to the Partner and necessary for the performance of the agreement, in its Inventory, subject to the relevant IAB specifications in their latest version.

5.2 The Partner shall provide YOC with the Sellers.json and RTB Supply Chain Object information, subject to the IAB standard in their latest version.

5.3 The Partner guarantees to be the owner of the Inventory relevant for the contractual use or to have the necessary rights.

5.4   The Partner shall, on the request of YOC, confirm to Demand Partners without undue delay, that YOC is entitled to use the Inventory as provided for in the agreement.

5.5   The Partner shall make all necessary changes and updates regarding integrations and configurations, relevant to the agreement, to all technical specifications mentioned in this section 5 as instructed by YOC. If these changes and updates are imperative for the selling of the Inventory, the Partner shall make those changes and updates without undue delay.

5.6   The Partner is obligated to inform YOC on any changes to the Inventory, to the Partner data and on relevant risks for the collaboration between the Parties without undue delay.

5.7   The Partner shall grant YOC a revocable right, free of charge, to use names, logos, domains and specifications of the Inventory of the Partner for the purpose of performing the services and the agreement and for marketing purposes. This right shall remain valid after the termination of this agreement, unless it is revoked in writing by the Partner.

6.   **Remuneration, Billing and Payment Conditions**

6.1   YOC shall pay the Partner the agreed remuneration for those Transactions of Ad Units belonging to the Inventory (hereinafter "Price").

6.2   YOC shall issue and send by email a monthly credit note to the Partner, until the twenty-first (21st) working day of the following month, in the amount of all Transactions recorded for the previous month fulfilling the conditions of section 6.3. The credit note shall include the number of successfully realized Transactions, the average Price agreed upon for these Transactions and the total Price calculated from all included Transactions. YOC shall pay the total Price calculated to the Partner on the basis of the payment term as defined in the Service Order.

6.3   The duty to pay the agreed remuneration shall only arise, where all the following conditions are met:

        a.   the Ads are displayed on an Ad Unit of Inventory subject to this agreement;

        b.   all criteria of section 5, for which the Partner is responsible, are met;

        c.   the Traffic is not classified as Invalid Traffic (IVT) by YOC, a corresponding technology provider or the Demand Partner, unless the Partner can prove, that the Traffic is not IVT;

        d.   the Ads are displayed unchanged and without manipulation of the behavior or the Tracker included, and captured by the VIS.X® Platform.

6.4   YOC shall provide the Partner with access to its own reporting platform. The reporting platform provides the Partner with statistical interim information on the revenue performance of the VIS.X® Platform. The data on the reporting platform are not exhaustive and are only for guidance purposes.

7.   **Term and Termination**

7.1   Unless otherwise agreed, this agreement shall come into effect on the date of first transfer of Inventory to the VIS.X® Platform by the Partner and shall remain in effect indefinitely.

7.2   The Parties may terminate this agreement in writing with a notice period of three (3) months to the end of the month.

7.3   The right to extraordinary termination without notice for good cause remains unaffected by section 7.2. Good cause exists when the terminating Party cannot reasonably be expected to continue the contractual relationship until the expiry of a notice period or an agreed termination, taking into account the circumstances of the individual case and weighing of the interests of both Parties. In particular, good cause exists for the terminating Party if:

        a.   the other Party has substantially violated its duties under the Service Order (the non-compliance with assurances, guarantees and obligations under section 5 of this SPA does constitute a substantial violation of the agreement), insolvency or liquidation proceedings are filed by or against the other Party, or an application for the appointment of a liquidator is filed for the other Party, or the other Party makes an assignment to the

benefit of a creditor, who is regularly not able to pay its debts when due, or ceases its commercial activities within the context of usual business operations; or

b. the Partner changes, updates or modifies the specifications or material of the Inventory and YOC is not able to comply with these changes, updates or modifications, or the Partner did not inform YOC thereon. In this case, the right to termination applies exclusively to YOC.

7.4 After termination of the Service Order, YOC shall remove the Inventory of the Partner from the VIS.X® Platform. The Partner shall remove any and all VIS.X® Software used and delete any access data. Where an immediate removal is not possible, the Parties may agree on a transitional period of up to 14 days, in order to facilitate the swift termination of the collaboration.

7.5 The Partner shall notify YOC in writing of any outstanding claims of the Partner against YOC to payment of the remuneration at the time of termination. Any claims to payment of the Partner against YOC shall be barred one year after the beginning of the limitation period. For all other purposes the statutory provisions on limitation apply.

8. Intellectual Property

In the context of the performance of the Service Order, YOC shall provide the Partner with software, access to user interfaces, platforms, software development kits or components, developed or licensed by YOC (including the VIS.X® Platform, VIS.X® Software and the respective components, hereinafter referred to as "Software"). YOC grants the Partner and its affiliated partners a non-exclusive, non-sublicensable license to use the Software. This license exclusively serves the purpose of performing this agreement. Neither the Partner nor its affiliated Supply Partners may copy, alter, distribute, sell or rent, or extract the code of part or in full of the Software. The Partner may not remove, disguise, or alter any intellectual property marks, trademarks or other indication of ownership, attached to or included in the Software or its components or the documentation.

9. Data Protection

The performance of the Service Order requires the processing of one or more data categories of users, possibly falling within the scope of the General Data Protection Regulation (GDPR). The Parties shall conclude a separate Joint Controller Agreement (JCA), to define the conditions of the data processing pursuant to the GDPR.

10. Confidentiality

10.1 The Parties are obligated to keep confidential and only use for the performance of the Service Order all confidential information disclosed or otherwise conveyed to them in connection with the Service Order during its term or after its termination or its expiry. Confidential information is all information, which pertains to the Parties, is either expressly marked as confidential or has not been made public, and the disclosure of which may be detrimental to one of the Parties in any way.

10.2 The term "confidential information" especially includes:

a. all data and information, documentation and materials on investments, projects, concepts and business plans, which are planned or executed by the Parties, as well as all data and information on measures taken in this context;

b. personal data (pursuant to the GDPR);

c. all information relating to the Parties, regardless of their type, extent and method of development, including all technological, commercial, marketing, legal, financial, organizational, KnowHow- or similar information, which has economic value, regardless of whether it is marked or communicated as protected.

d. all contents, pertaining to current or future contractual or business partners of the Parties, regardless of their type, extent, and method of development, including all technological, commercial, marketing, legal, financial, organizational, know-how or similar information;

e. all contents regarding individual conditions and commercial offers as well as the rate of discounts or amount of mutual remunerations applied by the Parties in their mutual relationship;

f. all contents provided directly to the Parties by institutions (third parties), if they are connected to the ongoing or planned collaboration of the Parties, regardless of their type, extent or method of development.

10.3   If one of the Parties is in doubt, whether certain information must be considered as confidential information, that Party shall request a confirmation of the confidentiality in text form.

10.4   The obligations of the Parties in this section shall also apply to their employees, advisers, representatives, contractors, and all other persons with access to confidential information.

10.5   This confidentiality agreement shall remain in effect for a period of two years after the termination of the Service Order.

10.6   Information is not considered confidential information, if the Party receiving or disclosing that information can prove, that (a) the information was already known to it; (b) the information was autonomously developed by it without applying or using information of the other Party; (c) the information was disclosed legally by third parties, which were not, to the knowledge of the Party, bound to secrecy vis-à-vis the other Party; (d) the information was already public or private knowledge without violation of this provision or other provisions for the protection of trade secrets of the other Party; (e) the information must be disclosed on the basis of statutory duties or official or judicial order. In the last case, the Party receiving the information, shall inform the other Party, prior to its disclosure, without undue delay.

11. Liability

11.1   Unlimited liability: YOC shall be liable without limitation for willful intent and gross negligence and as provided for in the German Product Liability Act (Produkthaftungsgesetz). YOC shall be liable without limitation for slight negligence in the event of damage resulting from injury to life, limb and health of a person.

11.2   In any other case, the following limitation of liability shall apply: In case of slight negligence, YOC shall only be liable for breach of a material contractual obligation, the fulfillment of which is essential for the proper execution of the contract and on the observance of which the Partner may regularly rely ("cardinal obligation"). The liability for the slightly negligent breach of a cardinal obligation is limited to damages, foreseeable at the time of conclusion of the agreement, and the occurrence of which must typically be expected. This limitation of liability also applies for vicarious agents of YOC.

12. Indemnification

12.1   The Partner is obligated to indemnify YOC, its cooperating companies, agents and Demand Partners of all claims and obligations from third parties, arising from a breach of part of the Service Order by the Partner. Demand Partners, using the VIS.X® Platform, and all subsidiaries directly or indirectly, fully or partially controlled by YOC and/or holdings are third party beneficiaries of this indemnification clause.

12.2   Subject to section 11.1 of this SPA, YOC agrees to indemnify the Partner of all claims from third parties, demonstrably based in a breach of part of the Service Order by YOC.

13. Force Majeure

13.1   The Parties are not responsible for the non-performance or improper performance of obligations arising from this agreement due to circumstances out of their control, i.e. circumstances, which they did not and could not foresee, or which they could not have prevented even with the utmost diligence, especially changes in foreign or domestic law, decree or the absence of an official order, a natural disaster, war, riots, blockades, strikes ("force majeure").

13.2   The Party, invoking force majeure in order to abrogate its duty to perform the contract, shall inform the other Party without undue delay, but no later than seven working days after the occurrence of the force-majeure event, on the occurrence of those circumstances and their causes and provide all related information, including the documentation of and the reasons for the link between the force majeure and the non- or improper performance of contractual obligations, unless such an information is objectively impossible.

14. Final Provisions

14.1 This SPA and the Service Order including the annexes form the agreement in its entirety. No verbal collateral agreements exist. Changes and amendments to the contractual documents must be in writing. This applies also to changes of the aforementioned requirement.

14.2 If individual provisions of this SPA are or become invalid or non-enforceable, that shall have no effect on the validity and enforceability of the other provisions.

14.3 The Service Order shall be governed by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods.

14.4 Place of jurisdiction for all disputes arising from or in connection with this agreement is at the headquarters of YOC or the subsidiary of YOC, with which the Service Order is concluded.

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