



General Terms of Business of YOC Mobile Advertising GmbH

A) General Terms of Business for Advertisers

1. Scope and definitions

1.1 The following shall define the GTBs (general terms of business) for marketing advertising space via the YOC premium network and/or performance network campaigns between YOC Mobile Advertising GmbH (henceforth 'YOC') and agencies and direct clients (henceforth 'Advertisers'), which wish to place advertising campaigns on mobile end devices, i.e. mobile Internet sites (henceforth 'websites') or applications (henceforth 'apps').

The GTBs apply to all agreements between YOC and the Advertiser in connection with the provision of commissioned advertising services. Any agreements made between the parties on an individual basis shall however take precedence over these GTBs. The inclusion of the Advertiser's general terms of business is hereby denied.

YOC is an independent digital marketer specialising in the marketing of mobile websites and apps. YOC focuses on its own advertising formats (AdFormats) in branding advertising and high-end reach marketing in programmatic advertising.

Within the YOC Group, YOC Mobile Advertising GmbH operates as an independent mobile marketer.

1.2 The following definitions shall apply for the application and interpretation of the contract:

a) Publisher

The Publisher is a company that runs one or more mobile websites and/or mobile applications, and integrates advertising space into the same in order to sell advertising inventory arising from use via the platforms of YOC as a means of financing the content and services provided.

b) Advertiser

The Advertiser is a company that purchases mobile advertising inventory via YOC in order to promote its own brands, products, services or mobile applications using various billing models.

c) Contract partner

The contract partners of YOC include both Publishers and Advertisers.

d) Advertising material

This refers to any form of advertising format (such as banners etc.) which the advertiser provides YOC for advertising purposes.



e) Ad impressions (CPM billing model)

The CPM billing model stands for cost-per-thousand impressions (or views) and defines the sum of money that must be paid to YOC in order to reach 1,000 people within a target group via visual contact.

f) Clicks (CPC billing model)

The CPC billing model stands for cost-per-click and is a success-related billing method: the Advertiser pays a defined amount of money per click on one of the mobile advertising campaigns it purchased through YOC.

g) Installs (CPI billing model)

The CPI billing model stands for cost-per-install and is also a performance-based billing method: the Advertiser pays a defined amount of money to YOC for each mobile application downloaded and installed from an app store.

2. Services

2.1 The Publisher provides YOC advertisers the ability to market their products, services and apps through the websites and apps registered on platforms operated by YOC. To this end, the Advertiser is able to book into individual websites, partner networks or apps with the respective products that are to be marketed.

2.2 YOC offers Advertisers the full range of native, video, HTML and interactive rich media ads. Through the precise combination of branding and performance elements, YOC provides unique media services for the Advertisers' mobile advertising campaigns. Bespoke client solutions, such as special integration, are developed for Advertisers through close cooperation with the partners.

2.3 For Advertiser bookings, YOC will log the clicks (CPC billing model), ad impressions (CPM billing model) or installs (CPI billing model) generated thereby and (where possible) the connections generated by the advertising. After the conclusion of the agreed campaign, the Advertiser shall receive a corresponding final report which details all the relevant data from the course of the campaign.

2.4 No guarantee for a certain level of advertising effectiveness can be given to the Advertiser in relation to participation in the services offered by YOC.

2.5 In addition, for CPC campaigns the parties can contractual agree to a set number of clicks over a defined period as a target figure, similarly for CPM campaigns a set number of AIs and similarly for CPI campaigns a set number of installs.

2.6 In order to provide its service, YOC is permitted to purchase additional reach from third parties where necessary.



3. Contractual conclusion

3.1 Legal and natural persons are permitted to enter into the contract. The conclusion of a contract with a natural person requires the legal age and unrestricted legal competency of the Advertiser.

3.2 A valid contract shall only become effective upon the written order confirmation on the part of YOC (email and fax suffice as the written form) or upon the conclusion of a written contract. Verbal or telephonic agreements require the written form for their validity (email and fax suffice as the written form).

3.3 Alternatively, YOC allows Advertisers to book advertising inventory via automated trading platforms or interfaces. In this connection, each and every use of the advertising inventory shall establish a contractual relationship between YOC and the Advertisers.

4. Rights and duties on the part of the Advertiser

4.1 The Advertiser is obligated to transfer the agreed advertising material in the agreed advertising format to YOC in due time, yet no later than three working days before the agreed start date of the placement. Insofar as this concerns extraordinary advertising material, YOC is permitted to request an earlier delivery date.

The transferred advertising material must be free of viruses or other sources of harm.

4.2 The Advertiser guarantees the legality of the advertising material and the websites to which the advertising material refer. Legality is determined in accordance with German law. In the event of any indications that the content of the advertising material and/or of the websites to which the content refers is also subject to the regulations of one or more other jurisdictions, legality shall also be determined in accordance with these legal systems.

The Advertiser gives its assurances that the content of the advertising material and of the websites to which the content refers does not violate laws, official regulations or the principles of morality, in particular the provisions of the Criminal Code (StGB), the Act Against Unfair Competition (UWG), the Telemedia Act (TMG), the Price Indication Ordinance (PAngV) as well as specific laws including Pharmaceutical-Advertising Law (HWG).

Furthermore, the Advertiser gives its assurances that the content of the advertising material and of the websites to which the content refers does not contain any unlawful content whatsoever.

4.3 By transferring or providing the advertising material, the Advertiser guarantees the legality of the content of the same. In addition, Advertisers have the cooperation duty to protest any changes or modifications to the advertising material generally prior to the beginning of the campaign period.



5. Granting of use rights

5.1 The Advertiser grants YOC a simple, non-exclusive, transferable, global use right, unrestricted in terms of quantity yet restricted to the contract period and the contractual purpose, to the advertising material or advertising campaign content provided.

The granting of rights covers the necessary use and intellectual property rights protected by copyright as well as other rights, in particular the right to publish, to duplicate and/or distribute, to reproduce publicly, to broadcast or perform, to archive, to make publicly accessible as well as the adaptation of the advertising material or the advertising campaign, insofar as this is required for contractual performance.

5.2 YOC is also permitted to use the Advertiser as a reference for press releases and public relations measures, while respecting the brand or other commercial property rights of the Publisher. This also includes use as a reference on the YOC homepage or within client presentations (such as the use of the brand, the logo or other commercial property rights for communication and/or in the heading of a landing page) and the use of screenshots of the advertising material or advertising campaign.

5.3 With the reservation of the rights explicitly granted in these GTBs, the parties shall not be granted any other rights of any kind, particularly to brands, company symbols, personal names, copyrights and/or any other commercial property rights.

5.4 Both parties bear sole responsibility for the permissibility and legality of the content and depictions that are to be provided by them in connection with a contract. In the event a party is claimed against by third parties on the grounds of the infringement of rights and/or legal provisions regarding acts which concern the sphere of the other respective party, the party whose area of responsibility covers the act in question shall indemnify the party against whom claims have been asserted from all claims and/or resulting damages.

This also covers the reasonable and customary costs of legal defence to the amount of the fees incurred by law. Both parties are obligated to provide mutual support in the defence of such claims, and in the event of a possible recourse against the other party, to give this party the opportunity to defend against the corresponding claims through the provision of complete information regarding the existing legal dispute.

6. Remuneration

6.1 YOC shall receive from the Advertiser a remuneration for valid clicks (CPC), ad impressions (CPM) or installs (CPI) generated through YOC, calculated on the basis of the report. Alternatively, YOC can provide Advertisers access to the YOC publisher front-end (reporting tool). YOC shall transfer a corresponding report to the Advertiser, normally after the end of the campaign or within the agreed regular period, on the basis of which the delivery of advertising material accounts for the advertising placement.



The YOC campaign report forms the decisive basis of calculation for billing with respect to how many clicks and/or ad impressions or installs were generated. The application of the Advertiser's own tracking system is permitted; however, the analysis of which is irrelevant for remuneration purposes.

6.2 Depending on the agreement, YOC shall bill at the start of the campaign or at the beginning of the month for the previous month on the basis of the clicks, AIs or installs etc. In the event the campaign ends before the end of the month, the invoice shall be issued immediately.

6.3 Subject to any deviating agreements, the invoices issued by YOC are to be settled to the bank account indicated by YOC within ten days of receipt of the invoice. If the Advertiser fails to comply with its duty to pay on time, YOC has the right to levy default interest in the amount of eight percentage points above the base rate. Further rights on the part of YOC remain unaffected.

6.4 This shall not apply if the parties have agreed to advance payment. YOC reserves the right to request advance payments from Advertisers with registered offices abroad. The same applies for Advertisers for whom the result of a credit check (which YOC explicitly reserves the right to arrange) advocates an advance payment.

6.5 Where agreed, for agency bookings a corresponding discount (agency fee) shall be granted to the agency in the agreed amount for demonstrable agency work and invoicing. Advertising agencies and advertising agents are obligated to adhere to the prices agreed with YOC in their proposals, contracts and bills for their clients.

Verbal or telephonic agreements require the written form for their validity (email and fax suffice as the written form).

6.6 Costs incurred for the individually agreed preparation of additional advertising material and/or landing pages as well as for other agreed services are not contained in the remuneration pursuant to Number 6.1 and are billed separately.

6.7 In the event the Advertiser does not present any objections within four weeks of receipt of the invoice, it is deemed accepted.

7. Period and termination

7.1 The agreement between YOC and the Advertiser is entered into respectively for the agreed period of the campaign. Insofar as the Advertiser agrees an additional booking with YOC during the course of an ongoing campaign, the campaign shall accordingly be extended by the agreed period of the additional booking.

7.2 In the event the number of agreed (target) quantities pursuant to Number 2.4 are not reached during the agreed period, YOC shall have a right to additional delivery in coordination with the Advertiser, i.e. the period of a campaign shall be extended to the point at which the agreed target is achieved.



8. Cancellation

8.1 The Advertiser can cancel a campaign placement free of charge up to six working days prior to the agreed start of the campaign. For a cancellation within five working days prior to the start of the placement, YOC shall charge the Advertiser 50% of the cancelled order volume and 100% of the order volume for fixed placements.

8.2 Any additional services commissioned by the Advertiser, such as the creation of mobile landing pages, advertising material or market research accompanying campaigns, shall be charged in full.

9. Liability

9.1 The parties shall only be liable for damages caused by the gross negligence or wilful intent of the parties, their legal representatives or their vicarious agents. For minor negligence, the parties shall only be liable in the event of the infringement of essential contractual duties, for loss of life, bodily injury or damage to the health of a person and for claims pursuant to the Product Liability Act.

10. Secrecy

10.1 The contractual parties undertake to adhere to strict confidentiality with respect to all information which a contractual party receives from the other contractual party in writing, verbally or in another form in connection with the negotiation and performance of this contract, in particular – yet not restricted to – documents, drafts, plans, data, expertise and any other form of business secrets. Third parties in the terms of these regulations are not deemed as the affiliated companies of the contractual parties pursuant to Sections 15ff. AktG (German Stock Corporation Act).

10.2 The contractual parties will only use this information for the purposes of fulfilling the obligations pursuant to this contract. The contractual parties also undertake to suitably commit their employees (including the employees of affiliated companies pursuant to Sections 15 ff. AktG) and other persons involved with this contract and its performance to observe this confidentiality obligation.

10.3 The confidentiality obligation does not apply if a contractual party proves it was already aware of a certain piece of information before the cooperation with the other contractual party had begun, if a contractual party obtained this information from another authorised third party or the information was accessible to the general public, without the contractual party being responsible for this public accessibility.

10.4 The confidentiality obligation also applies after the end of the cooperation.



11. Final provisions

11.1 In the event individual terms of the GTBs are invalid in whole or in part or in the event they contain omissions, the validity of the remaining terms or parts of the respective terms shall not thereby be affected. The relevant sections shall be replaced by a regulation which comes closest to the commercial intentions of the parties.

11.2 The law of the Federal Republic of Germany exclusively applies.

11.3 Ancillary agreements require the written form for their validity.

11.4 The jurisdiction for all obligations or duties arising from the contract is Berlin.

Berlin, 15th February 2016



B) General Terms of Business for Publishers

1. Scope and definitions

1.1 The following shall define the GTBs (general terms of business) for marketing advertising space between YOC Mobile Advertising GmbH (henceforth 'YOC') and the contractual party, who commissions YOC with the marketing of advertising space on its mobile Internet sites (henceforth 'websites') or applications (henceforth 'apps') operated for display on mobile end devices (henceforth the 'Publisher').

Any agreements made between the parties on an individual basis shall however take precedence over these GTBs. The inclusion of the Publisher's general terms of business is hereby denied.

YOC is an independent digital marketer specialising in the marketing of mobile websites and apps. YOC focuses on its own advertising formats (AdFormats) in branding advertising and high-end reach marketing in programmatic advertising.

Within the YOC Group, YOC Mobile Advertising GmbH operates as an independent mobile marketer.

1.2 The following definitions shall apply for the application and interpretation of the contract:

a) Publisher

The Publisher is a company that runs one or more mobile websites and/or mobile applications, and integrates advertising space into the same in order to sell advertising inventory arising from use via the platforms of YOC as a means of financing the content and services provided.

b) Advertiser

The Advertiser is a company that purchases mobile advertising inventory via YOC in order to promote its own brands, products, services or mobile applications using various billing models.

c) Contract partner

The contract partners of YOC include both Publishers and Advertisers.

d) Advertising material

This refers to any form of advertising format (such as banners etc.) which the advertiser provides YOC for advertising purposes.

e) Ad impressions (CPM billing model)

The CPM billing model stands for cost-per-thousand impressions (or views) and defines the sum of money that must be paid to YOC in order to reach 1,000 people within a target group via visual contact.



f) Clicks (CPC billing model)

The CPC billing model stands for cost-per-click and is a success-related billing method: the Advertiser pays a defined amount of money per click on one of the mobile advertising campaigns it purchased through YOC.

g) Installs (CPI billing model)

The CPI billing model stands for cost-per-install and is also a performance-based billing method: the Advertiser pays a defined amount of money to YOC for each mobile application downloaded and installed from an app store.

2. Services

2.1 As a mobile advertising specialist, YOC handles the complete marketing of advertising space on mobile websites or apps, for smartphones or tablets. Using the all-in-one solution by YOC, Publishers can bundle together different revenue channels for the optimal monetising strategy. In connection with marketing, YOC is permitted to place and perform orders with Advertisers for advertising placements in its own name and on its own account.

YOC is able to freely determine pricing and contract conditions with Advertisers.

2.2 It is in the interest of YOC that the placed advertising accords with the image of the partner and the mobile advertising space. Advertising with unlawful content or alarming content with respect to the protection of minors and ethical, moral standards is strictly excluded.

2.3 YOC shall transfer to the Publisher a technical document concerning integration and shall also provide suitable assistance with respect to technical connection.

2.4 YOC shall handle integration management for the Publisher, including campaign management.

2.5 In order to provide its service, YOC is permitted to use third parties as service providers where necessary.

3. Contractual conclusion

3.1 Legal and natural persons are permitted to enter into the contract. The conclusion of a contract with a natural person requires the legal age and unrestricted legal competency of the Publisher.

3.2 A valid contract shall only become effective upon the written order confirmation on the part of YOC (email and fax suffice as the written form) or upon the conclusion of a written contract, or upon the automated provision of the advertising material inventory of the Publisher's websites or apps.

Verbal or telephonic agreements require the written form for their validity (email and fax suffice as the written form).



4. Rights and duties on the part of the Publisher

4.1 The Publisher is responsible for technically implementing the integration. The Publisher is responsible for the full functionality and faultless display of the advertising formats that are to be marketed.

4.2 YOC accesses the Publisher's inventory via direct integration or via a third-party provider (such as an ad server connection or a yield optimisation solution). The costs of any third-party provider shall be borne by the Publisher.

4.3 By signing a contract, the Publisher confirms and guarantees that it has acquired all the required use rights of the owners of copyrights, ancillary copyrights, trademark rights and other rights to its apps or websites and the content displayed therein.

Moreover, the Publisher guarantees that the content of its apps or websites does not violate applicable law.

4.4. In addition, the Publisher undertakes to abstain from depictions of violence, sexual or pornographic content or discriminatory comments or depictions with respect to race, sex, religion, nationality, disability, sexual orientation or age.

4.5 The Publisher has to ensure that no invalid clicks or ad impressions are generated either by itself or by third parties. Examples of this include repeated manual clicks or the use of bots, automated click tools or other deceptive software. Insofar as there is a substantiated suspicion of culpable violations of the prohibition of unpermitted practices, YOC has the right to retain the corresponding remuneration of the Publisher until the situation is resolved.

5. Granting of use rights

5.1 YOC is permitted to use the Publisher as a reference for press releases and public relations measures, while respecting the brand or other commercial property rights of the Publisher. This also includes the use as a reference on the YOC homepage or within client presentations (such as the use of the brand, the logo or other commercial property rights for communication and/or in the heading of a landing page) and the use of screenshots of the app or website.

5.2 With the reservation of the rights explicitly granted in these GTBs, the parties shall not be granted any other rights of any kind, particularly to brands, company symbols, personal names, copyrights and/or any other commercial property rights.

5.3 Both parties bear sole responsibility for the permissibility and legality of the content and depictions that are to be provided by them in connection with a contract. In the event a party is claimed against by third parties on the grounds of the infringement of rights and/or legal provisions regarding acts which concern the sphere of the other respective party, the party whose area of responsibility covers the act in question shall indemnify the party against whom claims have been asserted from all claims and/or resulting damages.



This also covers the reasonable and customary costs of legal defence to the amount of the fees incurred by law. Both parties are obligated to provide mutual support in the defence of such claims, and in the event of a possible recourse against the other party, to give this party the opportunity to defend against the corresponding claims through the provision of complete information regarding the existing legal dispute.

6. Remuneration

6.1 Insofar as no other agreements have been made in writing, the Publisher shall receive a remuneration based on the number of valid clicks on advertising material, the number of valid ad impressions and/or any other actions relating to the placement of the advertising material on the Publisher's apps or websites, which are ascertained in a corresponding report by YOC. Alternatively, YOC can provide Publishers access to the YOC publisher front-end (reporting tool).

Verbal or telephonic agreements require the written form for their validity (email and fax suffice as the written form).

6.2 The revenue participation of the Publisher to the amount of 50% is ascertained on the basis of the net revenues of each advertising client and passed on to the Publisher as a credit note before value added tax. The Publisher is aware that only those revenues are considered which are generated as a result of the marketing by YOC.

The net revenues take into account the volume discount, agency discount and other reductions as well as all sales-related components and technical costs.

6.3 If retroactive discounts are agreed with an Advertiser or its service providers, i.e. reimbursements which are calculated at the beginning of the successive year of their agreement on the basis of the generated annual revenues in accordance with agency framework agreements, the revenue share of the Publisher shall be reduced accordingly pursuant to Number 6.1.

6.4 Every month, YOC shall provide the Publisher a detailed report on the generated net revenues by the 21st of the following month. The report forms the decisive basis of calculation for the issuance of the credit note by YOC to the Publisher.

The credit amounts shall be paid out to the Publisher within 30 days of the credit note date, yet not before receipt of the payment from the Advertiser.

6.7 In the event the Publisher does not present any objections within four weeks of receipt of the credit note, it is deemed accepted.

6.6 The Publisher is permitted to run its own advertising, or advertising it acquires, on its sites via the ad serving and ad management systems used by YOC. In the event of this use, the partner shall pay YOC a remuneration to the amount of 25% of the advertising revenue.

In this case, YOC shall provide the Publisher a separate invoice in the respective following month.



6.7 The automatic generation of views, clicks, leads or sales by technical means (including computer programs) as well as by means of deliberate or wilful deception is not permitted. Any such unlawfully acquired claims to remuneration shall be retroactively cancelled by YOC.

7. Period and termination

7.1 The contract is entered into for an unlimited period until further notice. The contractual partners are permitted to terminate the contractual relationship with a notice of three months to the end of the year without stating reasons. Verbal or telephonic agreements require the written form for their validity (email and fax suffice as the written form).

7.2 The right to termination on important grounds remains unaffected. Important grounds shall be deemed to exist in particular if one of the parties violates essential contractual duties and fails to suspend these violations within a period of four weeks after written request to fulfil the contract by the other respective party.

8. Liability

8.1 The parties shall only be liable for damages caused by the gross negligence or wilful intent of the parties, their legal representatives or their vicarious agents. For minor negligence, the parties shall only be liable in the event of the infringement of essential contractual duties, for loss of life, bodily injury or damage to the health of a person and for claims pursuant to the Product Liability Act.

9. Secrecy

9.1 The contractual parties undertake to adhere to strict confidentiality with respect to all information which a contractual party receives from the other contractual party in writing, verbally or in another form in connection with the negotiation and performance of this contract, in particular – yet not restricted to – documents, drafts, plans, data, expertise and any other form of business secrets.

Third parties in the terms of these regulations are not deemed as the affiliated companies of the contractual parties pursuant to Sections 15ff. AktG (German Stock Corporation Act).

9.2 The contractual parties will only use this information for the purposes of fulfilling the obligations pursuant to this contract. The contractual parties also undertake to suitably commit their employees (including the employees of affiliated companies pursuant to Sections 15 ff. AktG) and other persons involved with this contract and its performance to observe this confidentiality obligation.

9.3 The confidentiality obligation does not apply if a contractual party proves it was already aware of a certain piece of information before the cooperation with the other contractual party had begun, if a contractual party obtained this information from another authorised third party or the information



was accessible to the general public, without the contractual party being responsible for this public accessibility.

9.4 The confidentiality obligation also applies after the end of a marketing contract.

10. Final provisions

10.1 Declarations (such as amendments to the GTBs, confirmation emails etc.) can be sent to the Publisher by means of electronic communication (such as by email). These shall be deemed received if under normal circumstances they are accessible in the email inbox indicated by the Publisher.

10.2 In the event individual parts of the general terms of business are invalid (in whole or in part) or contain regulatory omissions, all other elements shall remain unaffected thereby. The relevant sections shall be replaced by a regulation which comes closest to the commercial intentions of the parties.

10.3 The law of the Federal Republic of Germany exclusively applies.

10.4 The jurisdiction for all obligations and disputes arising from the contract is Berlin.

Berlin, 15th February 2016