

Dolead Campaign Manager Service Standard Form Contract Mandate Contract

of Dolead, SAS, with a capital injection of 120, 840 €, headquartered at 14 Boulevard Poissonnière, 75009 Paris, RCS PARIS N°499 425 700, hereafter referred to as the “Company” applicable in regards to the advertiser whose purchase has been duly accepted by the Company, hereafter referred to as the “Advertiser.” The Company and the Advertiser will be hereafter indicated separately, or together as the “Party” or “Parties.”

1. Preamble

The Company offers access to an online digital publicity tool, hereafter referred to as the “Dolead Campaign Manager service” or as the “DCM service.”

With the Dolead Campaign Manager service, the Company offers to create, activate, and stop publicity campaigns acting on behalf of the Advertiser as outlined in the mandate conferred by the Advertiser on the Company.

The DCM service utilizes the expertise of the Company in the areas of semantics (choice of keywords, choice of URLs over which to disseminate advertisements) and algorithmics (mathematical formulas recalculating the best prices at which to purchase each advertising placement in near-real time) with the goal of improving the performance of the Advertiser’s campaigns. The Company uses all such means in order to optimize the placement of the advertisement campaigns of the Advertiser, but in no case shall this result in an obligation on behalf of the Company.

In accordance with the 1984 articles and in following the Civil Code of the law of 29 January 1993 as it relates to corruption and transparency, the Parties are furthermore in agreement regarding everything that follows.

2. Object

The Standard Form Contract conditions seek to regulate the conditions under which the Advertiser gives mandate to the Company to act on behalf of the Advertiser in regards to online advertisement service providers, and thus to access and benefit from the DCM service.

3. Prerequisite Conditions for access to the DCM service

In order to access the DCM service and thus to become an Advertiser, a procedure for registration and creation of an account is accessible from the page <http://www.dolead.com>.

All requests to create an account (hereafter called the “advertiser account”) assume for any legal person that the registrant has the authority to hire the represented company or association.

The act of opening an advertiser account implies acceptance of all Standard Form Contract conditions by the advertiser. In case of any changes to the initial contract, formal acceptance of the new contract by the Advertiser will be required in order to access his account.

Once a request to create an advertiser account has been sent according to the instructions given on the dolead.com website, the Company will examine said request and activates the account creation, of which the Advertiser may be notified by email or telephone in the days following the request.

Once connected to their account at the URL www.dolead.com using the login information that he will have created, the Advertiser will be able to access the tracking of the advertising campaigns being managed by the Company.

4. Access to the DCM service

Applying article 1369-6 of the French Civil Code, the obligations outlined from part 1 through part 5 of the article 1369-4 and the first two outlined in article 1369-5 of the French Civil Code are to be exempted.

The Company reserves the right to refuse any request of service without needing to outline the reasons for the rejection.

Any request of service implies full acceptance by the Advertiser of the Standard Form Contract conditions in their entirety.

The Advertiser confers upon the Company the power to purchase advertising placements from advertisement service providers for an amount that he has defined and modified whenever he wishes directly from their Dolead account.

The advertising budget will be allocated as follows among the different advertisement service providers chosen by the Advertiser in regards to the results obtained from the campaigns on the networks of each provider. The DCM technology may alter this division of funds at any time, in regards to the global performance of all campaigns.

The Advertiser expressly recognizes that the approval of the offers from advertisement providers by the Company on his behalf and in his name, and notably the setting of advertisement auction prices, commit the responsibility of the Advertiser. The direct settlement of invoices from providers will be carried out thusly.

The Company is not solely responsible to the Advertiser for the payments to purchase advertisement space on the grounds of his legal standing as a proxy of the Advertiser.

5. Relative Conditions applying to the successful progress of the advertisement campaign by the Company (hereafter called the DCM campaign)

For the successful launch of the DCM campaign, the Advertiser shall create a management delegation to assist the Company with the accounts of each online advertisement service provider necessary for the successful execution of the mandate. The Adwords and Bing accounts of the Advertiser will be targeted in particular.

In the case that the Advertiser does not create these delegations, the Company cannot be held responsible to carry out any actions connected to the DCM service.

The Advertiser remains free to suspend the delegations created to assist the Company at any time without notice, without that such an action will call into question the conditions of invoicing outlined in article 8.

6. Limitations of responsibility of the Company

The Company will do its best to keep DCM service(s) operational and accessible without delay or excessive difficult.

The Company will not be held responsible for any material or immaterial damages, directly or indirectly resulting from the function of the DCM service, regardless of the cause, except in the case of a major error in the execution of its device-related obligations.

7. Tracking the advertisement campaigns on the account of the Advertiser

The Advertiser will be able to consult the evolution of his advertisement campaign on his Dolead account.

Furthermore, the Company will confer tracking of the progress of each individual advertisement campaign upon one of the members of his personnel (hereafter called the "account manager").

Thus, the Advertiser will be able to consult his campaign manager at any time, via email or telephone, in order to consult with him on the successful progression of the campaign.

8. Conditions of Invoice and Payment

8.1 General Conditions of Invoicing and Payments

When signing up for Dolead Campaign Manager, the Advertiser must choose one of the two following subscriptions:

- A monthly subscription requiring a minimum charge of 999€ / month (unless otherwise stated)
- An annual subscription requiring a reduced minimum charge of 799€ / month (unless otherwise stated)

Starting from the time that the Advertiser provides a method of payment to the Company, the Advertiser will be charged at the beginning of every month. The amount due for the first month of subscription will be calculated *prorata temporis*.

For example, if the Advertiser provides a method of payment to the Company on 17 May, the amount to be charged will be prorated and invoiced for the period of 17 May until 30 May.

Beginning from the time that the Advertiser provides the Company with a method of payment, the Company will send an invoice with an amount to be paid proportional to the budget spent on advertising service providers over the course of the previous month and send it to the Advertiser with in an email outlining the date of payment. The Advertiser recognizes that this invoice represents a notification of withdrawal.

The Company, via automatic withdrawal, carries out the withdrawal at the earliest on the first business day after the 5th of the invoice month. In case of late or delayed payment, the Advertiser will be beholden to a penalty charge equal to three times the legal interest rate as well as an inclusive indemnity of 40 euros.

8.2 Conditions Specific to the Monthly Subscription

The amount of remuneration to be paid by the Advertiser to the Company is 10% of the budget spent by the Advertiser on his advertising campaign, with the understanding that the remuneration to be paid by the Advertiser to the Company shall not be less than 999€ excl. VAT unless otherwise stated.

This subscription is automatically renewed on the 1st of each month for the period of one month. The Advertiser may cancel his subscription at any time, in writing. The cancellation will take effect the month ending 30 days after the initial cancellation notice is received. For example, if the Advertiser cancels the subscription on the 18 June, the final cancellation of the subscription will be carried out on the 31 July, resulting in the deactivation of the DCM Technology on the Advertiser's campaigns and the end of any related charges after the 1 August.

8.3 Specific Conditions to the Annual Subscription

As part of the annual subscription, the amount of compensation payable by the advertiser to the company is 8% of the budget spend by the Advertiser for its advertising campaigns, provided that the remuneration payable by the Advertiser to the company shall not in any event be less than € 799 excluding VAT per month.

The annual subscription is automatically renewed each year on the anniversary date of the signing of the contract. The Advertiser may cancel their subscription at any time, in writing, with a notice period of 3 months before the anniversary date.

For example, if the Advertiser signed his contract on January 1 and terminates his subscription contract before September 30, the final termination of the subscription will take effect on 31 December, resulting in the deactivation of the DCM technology on his campaigns and with the billing stop taking effect on January 1 of the following year. If the agreement is terminated after 30 September, the Advertiser will be contracted for an additional year.

Cancellation Clause for ending the Trial Period of 3 Months:

Moreover, during a period of 3 months starting from the date the contract is signed, the Advertiser may cancel their annual subscription at any time in writing, while abiding by a minimum advanced notice of 10 working days. For example, if the Advertiser signs a contract on the 1st of January, they are free to cancel their annual contract up 10 working days before the 31 March, at the latest, resulting in the deactivation of the DCM Technology on the Advertiser's campaigns and the end of any related charges after the 1 April.

9. Commitment of the professional Advertiser

The company acts in the name of and on behalf of the Advertiser in order to optimize the advertisement campaigns hosted by online advertisement providers.

In order to guarantee the successful operation of the Dolead Technologies in regards to currently managed advertisement campaigns, the professional Advertiser must:

- inform the teams of the Company of any and all modifications relevant to the campaigns currently being piloted by the DCM technology in the interfaces of online advertisement service providers. The paragraph applies especially to advertisements, auctions, keywords, or a group of advertisements of a campaign
- not interfere with campaigns currently being managed by Dolead with third parties.

The Advertiser must not enter into contact with the aforementioned partner services, directly or indirectly, during a DCM advertising campaign in order to launch other competing advertisement campaigns concurrent with the DCM advertising campaign.

The Advertiser promises to settle any charges levied by the online advertisement service providers disseminating the online advertisement campaigns currently being managed by the DCM service. The settlement of any sum due to online advertisement service providers is integrally incumbent upon the Advertiser, in no case will the Company take the place of the Advertiser for the processing and payment of invoices produced by these providers for services provided to any disseminated campaigns.

10. Improvements to the Dolead Services

With the goal of constantly working to improve the services offered by Dolead, the Company reserves the right to make modifications to the DCM service technology without the obligation to inform the Advertiser. These modifications include, but are not limited to, the addition and reformatting of new services, the addition or reformatting of new functions in the user interface.

11. Length and termination of the Contract. Suspension of the DCM service.

The Parties agree that the present mandate takes effect on the date of acceptance of the present conditions by the Advertiser, and will be renewed at the beginning of each month for the duration of one month. Thus, the confirmation of a method of payment but the Advertiser for the Company will be due at the beginning of each new month.

In any case, the Advertiser may cancel the present contract and suspend execution of the DCM service by sending a signed letter or an email to the address desinscription@dolead.com, with respect to the specific conditions of cancellation as they correspond to the subscription type signed (outlined in sections 8.2 and 8.3). The Company, upon reception of the email, will close the Advertiser's Dolead account and any running advertisement campaigns will be deactivated.

The Company reserves the right to terminate the agreement at any time and without prior notification by sending an email to the address provided by the Advertiser at the time of registration.

All serious violations of the commitment between Parties by the Advertiser such as, for example, the non-payment of invoices sent to him by the Company will be grounds for the Company to terminate an advertisement campaign, at any time and without prior notification, without precedence for the Advertiser to claim any damages or loss from the Company.

No damages, direct or indirect, material or immaterial, will be able to result in a charge brought against the Company due to the closure of an Advertiser's account and/or the cancellation without prior notification of a request for DCM services made by the Company for any serious violations of the agreement terms by the Advertiser.

12. Confidentiality – data

The Advertiser recognizes that accepting the Standard Form Contract Conditions allows him access to Dolead services which required major investments on the part of the Company.

From the initial creation of an advertiser account onwards, and for an indeterminate amount of time, the Advertiser is bound to not divulge to any third party any of the information, documents and/or any other confidential elements of the Company, to which he will be given access within the framework of using the Dolead service. In particular, any strategic information relating to the commercial, advertising, and financial politics of

the Company are to be considered confidential, as well as all information related to the digital applications that the Company was led to provide for the Advertiser.

The Company recognizes that the data provided in accounts belonging to the Advertiser and made available for online advertisement service providers remain the property of the Advertiser and are confidential. The Company is bound accordingly to not share any such information with third parties and to not keep any copy thereof after the closure of the Advertiser's Dolead account.

13. Intellectual Property Rights

The Advertiser declares that he is the lawful owner of the intellectual or industrial property of his brands, logos, texts, images, and, more generally, of any and all supporting material shared with the Company for the execution of the advertisement campaign that the Advertiser has entrusted to the Company. The Advertiser guarantees the Company against any action, legal or otherwise, in this regard and will cover the entirety of any costs of a related lawsuit against the Company.

For its part, the Company has been and remains the sole owner of the entirety of its intellectual and/or industrial property rights of its brands, marques, logos, texts, images, software, script, algorithms, as well as of all content or services published online or offer to the Advertiser. This agreement does not constitute any sale or concession of any of the intellectual and/or industrial property rights held by the Company. The Advertiser may not violate these rights in any manner, direct or indirect.

14. Responsibilities

The Company is only beholden to one obligation of means in the implementation of his activity as a specialized intermediary between Google and Bing services, the Advertisers, and web users.

Notably, Advertisers and Dolead's advertising partners cannot hold the Company responsible for any problems relating to the treatment of web users. Advertisers and their partners are both responsible to provide the final product or service demanded by web users.

The Advertiser guarantees the Company that none of its activities, such as those registered on its Dolead account, involve activities that may be considered racist, pornographic or otherwise in opposition to proper morals and to the relevant French laws, specifically the Computing and Liberty Law (Loi Informatique et Liberté). This constitutes a necessary condition for the usage of Dolead services. The Advertiser guarantees the Company against any legal action or complaint brought by a third party as a result of an activity of the Advertiser.

15. Personal Information

In accordance with law number 78-17 from 6 January 1978, called the Computing and Liberty Law (Loi Informatique et Liberté), the personal data collected as a result of registration on the Company's website are necessary to process the registration request. They are to be used by the Company Dolead's Registration Manager. The Advertiser is entitled to access, rectification and opposition in writing to the "personal information" service of the Company at the address donneespersonnelles@dolead.com.

16. Modification of the Standard Form Contract

The Company reserves the right to modify the Standard Form Contract at any time, specifically but not solely in order to change or otherwise modify the existing rules. The new provisions will, from the time of their writing, govern all of the Advertiser's relations with the Company and only the most recent version of the rules and regulations will be considered legal and relevant. Any such modification will be brought to the attention of the Advertisers beforehand. Any and all usage of Dolead services after the entry into force of the modifications will count as acceptance of the Standard Form Contract thusly modified.

17. Nullity

In the hypothetical situation wherein one of the provisions of the of the Standard Form Contract were to be considered null as the result of a legal and regulatory provision or of a legal decision from the legal authority or the judged thing, this provision would be considered as if it was not written, all other provisions will conserve their binding force.

18. Applicable Law

The Standard Form Contract Conditions are subject to French law.

19. Litigation and competent court

In case of litigation, the Parties agree to seek an amicable solution before reporting to the competent court in Paris.