

**TERMS AND CONDITIONS FOR PROVIDING SUPPLY PARTNER SERVICES**

These Terms and conditions for providing Supply Partner Services shall be applicable to RTB House Company designated in accordance with Country Division Schedule, constituting Appendix 1, and Supply Partner specified in the Insertion Order.

**Chapter 1 - Definitions and Interpretation**

The following terms, as used herein, shall have the following meaning:

- a) Advertisers – entities for which RTB House provides marketing services through serving RTB House Ads on the Inventory;
- b) Agreement – Insertion Order and these Terms and conditions for providing Supply Partner Services executed by the Supply Partner and RTB House Poland Sp. z o.o. or RTB House Company
- c) Data Protection Laws – all present and future applicable laws and regulations which relate to the processing of personal data and privacy in the relevant territories set out in the Country Division Schedule;
- d) Inventory – the website(s), Internet – enabled applications, mobile apps and other online environments containing digital advertising space (inventory) that Supply Partner owns or is legally authorized to operate and on which Supply Partner has authorized RTB House to install RTB House Ad Tags;
- e) Panel – online interface made available to Supply Partner to access RTB House Ad display statistics;
- f) Party(ies) – RTB House and/or Supply Partner;
- g) Remuneration – remuneration which is payable to the Supply Partner by RTB House;
- h) RTB House – together RTB House S.A., RTB House Poland Sp. z o.o. and RTB House Company
- i) RTB House Ad – any advertisement promoting the products of Advertisers, which will be served by the RTB House Technology on the Inventory, including but not limited to the ad’s images, graphics, links, text, data, font or any other creative elements;
- j) RTB House Company – RTB House S.A. or RTB House S.A. affiliated company, directly or indirectly owned or controlled by RTB House S. A., which is a recipient of Services provided by a Supply Partner, as specified in the Country Division Schedule;
- k) RTB House Data – data related to the RTB House Ad serving activity on the Inventory;
- l) RTB House Poland Sp. z o.o. – RTB House Poland Sp. z o.o. with its registered seat in Warsaw, Poland with its principal office located in Warsaw, 61/101 Złota Street, registered in the register of entrepreneurs under the number 0000717432
- m) RTB House S.A. - RTB House S.A. with its registered seat in Warsaw, Poland with its principal office located in Warsaw, 61/101 Złota Street, registered in the register of entrepreneurs under the number 0000462115
- n) RTB House Technology – RTB House’s performance advertising technology which allows the service of the right RTB House Ad to the right user at the right time and the Panel;
- o) Service(s) – Services provided by the Supply Partner to RTB House consisting of making available digital advertising space (inventory) on the Inventory which enables RTB House’s serving of RTB House Ads;
- p) Supply Partner - a legal entity, a natural person who conducts business activity, or an organizational entity without legal personality but which is granted legal capacity under the

applicable law, as specified in the Insertion Order and which provides Services to RTB House Poland Sp. z o.o. or RTB House Company as specified in the Country Division Schedule;

- q) Supply Partner Data – data which are collected by RTB House through RTB House Tags on the Inventory which include any information that can be attributed to a user via cookies, device ID or other tracking technologies enabling RTB House to record events which relates to the users' activity on the Inventory;
- r) Tag – cookie-setting and data collection software, tags, pixels, cookies, device IDs, web beacons or other similar tracking technologies that enable RTB House to monitor or record events related to users' activity on the internet;
- s) Terms – these Terms and conditions for providing Supply Partner Services which may be modified from time to time. Such modification shall be applicable starting from the publication of the new version of these Regulations on RTB House Website, at the address: <http://www.rtbhouse.com/supply-partner-service-agreement>.

### **Chapter 2 - Implementation**

1. The Supply Partner undertakes to comply with the technical requirements and specifications provided by RTB House for the purpose of setting up the Services to enable proper delivery, display, tracking and reporting of RTB House Ads in connection with the Inventory.
2. These technical specifications may require the Supply Partner to include code(s), Tags and cookies or device IDs provided by RTB House on the Inventory.
3. The Supply Partner is not entitled to modify the code(s), Tags, cookies, scripts, device IDs or other programming instructions provided by RTB House.

### **Chapter 3 - Measurement and Performance Reports**

1. RTB House measures, through its servers, the number of impressions and/or clicks and/or other metrics necessary for calculating the Supply Partner Remuneration under the Agreement.
2. RTB House's measurements, which are visible for the Supply Partner through the Panel, are final and shall prevail over any other measurements.
3. RTB House grants the Supply Partner access to the Panel on a daily basis. Statistics are updated with a maximum delay of 48 working hours.
4. The Supply Partner will make every effort to provide RTB House with transparent and precise data about the Inventory where the RTB House Ads are displayed.
5. RTB House is allowed to share data with its Advertisers, including the fact that Supply Partner is a source of inventory, the Inventory on which RTB House Ads are served, and number of clicks generated from specific Inventory.

### **Chapter 4 - Obligations of the Parties**

1. The Supply Partner is exclusively responsible for the use and storage of its personal and confidential password and ID to the Panel and shall immediately notify RTB House in writing of any loss or involuntary disclosure thereof.
2. The Supply Partner is obliged to comply with RTB House advertising guidelines as specified in Appendix 2 to these Terms, which may be updated from time to time by RTB House. In case of

any changes to the guidelines referred herein, RTB House shall inform the Supply Partner about the changes within 7 (seven) days before the effective date of such changes.

3. The Supply Partner shall not, directly or indirectly, generate impressions for or clicks on or related to any RTB House Ad, through any automated, fraudulent or other invalid means, including but not limited to through repeated manual clicks, the use of robots or other automated query tools and/or computer generated search requests
4. RTB House Technology and RTB House Tags shall not be commercially exploited or made available (sell, license, rent, etc.) by the Supply Partner.
5. The Supply Partner is prohibited from including, directly, indirectly or through third parties, RTB House Ads in a browser window generated by any malware, adware, spyware, P2P application, viruses, "Trojan horses", "computer worms", "time bombs" or data erasers, or any other malware which can interfere or disrupt the integrity of the RTB House Technology.
6. It is prohibited to modify, adapt, translate, prepare derivative works from, decompile, reverse engineer, disassemble or otherwise attempt to derive source code from the RTB House Technology or RTB House Tags, as well as any other software or documentation of RTB House, or create or attempt to create a substitute or similar service or product through use of or access to the RTB House Technology or proprietary information or materials related thereto.

#### **Chapter 5 - Warranties**

1. Except as set out in this clause, RTB House gives no warranty or condition, express or implied, with respect to any matter, and, in particular, but without limitation, expressly disclaims any warranties or conditions of non- infringement or the quality or fitness for any particular purpose of the RTB House Technology.
2. The Supply Partner warrants and represents to RTB House that:
  - a) it has the right, power and authority to enter into the Agreement and perform its obligations as set out herein;
  - b) the Inventory is either owned by Supply Partner or the Supply Partner is legally authorised to operate on such Inventory;
  - c) the Inventory complies at all times with all applicable laws, statutes, statutory instruments, contracts, regulations, advertising and marketing codes of practice in each of the jurisdictions where RTB House Ads are displayed;
  - d) the Inventory does not display, reference, link to, or endorse any content that is against RTB House advertising guidelines;
  - e) it shall not provide any data that directly identifies an individual, via its data feed or otherwise, pursuant to applicable Data Protection Laws;
  - f) any information provided under the Agreement is true, accurate, complete and current;
  - g) the Inventory is not directed to children under the age of 16 (sixteen);
  - h) the Supply Partner does not, directly or indirectly, collect information from users known by Supply Partner to be under the age of 16 (sixteen);
  - i) the Supply Partner does not use any service to select or target RTB House Ads based on: the knowledge or interference that the user is under the age of 16 (sixteen), user's past visits to any Inventory that is directed to children, information deemed sensitive by any applicable law or self-regulatory program or in a manner inconsistent with the Terms;
  - j) it shall comply with all relevant laws and regulations including any guidelines or policies as made available by RTB House;

- k) it will implement appropriate technical and organizational measures to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing
- l) all of the information provided or which shall be provided in the future by the Supply Partner to RTB House is accurate and current.

### Chapter 6 - Liability and Indemnification

1. To the maximum extent permitted by applicable law, neither Party shall be liable whether in contract or in tort (including negligence or otherwise) for any special, indirect, incidental, consequential, punitive or exemplary damages in connection with the Agreement, even if said Party has been advised of the possibility of such damages. The Parties are only responsible for the direct damages, proven and exclusively caused by them. The limitation of liability foreseen in this clause do not apply in the event of violation of the provisions of Chapter 4 by the Supply Partner.
2. Neither Party shall be liable for any failure or delay resulting from any event, beyond the reasonable control of that Party including, without limitation fire, flood, insurrection, war, terrorism, earthquake, power failure, civil unrest, explosion, embargo, or strike (hereinafter referred to as “**Force Majeure**”).
3. Supply Partner acknowledges and accepts that the Remuneration paid to Supply Partner takes into account the risks involved in this transaction and this represents a fair allocation of risk.
4. For the avoidance of doubt, nothing in these Terms excludes or limits either Party’s liability for fraud, gross negligence, death or personal injury or any other matter to the extent such exclusion or limitation would be unlawful.
5. Save for the indemnity in section 6 below, to the maximum extent permitted by applicable law, each Parties’ liability under the Agreement, for whatever cause, whether in contract or in tort, or otherwise, will be limited to general/direct money damages and shall not exceed the Remuneration paid to Supply Partner in the last **3 (three)** months, except in case of breach of obligations specified in Chapter 4 and Chapter 8 section 2 of these Terms, in case of which the Supply Partner shall be liable for all the damages and profit loss of RTB House.
6. The Supply Partner shall defend, indemnify, and hold RTB House harmless from and against any third-party claims, proceedings, assertions, direct and indirect damages, liability, cost and expenses (i.e. court costs and legal fees), incurred as a result of any breach of the Chapter 5 section 2, Chapter 8 section 2 and Chapter 11 section 4 or of any claim which if true would be a breach of that Chapter.

### Chapter 7 - Payments

1. All Remuneration shall be paid to Supply Partner by RTB House on the basis of an invoice to be issued within **7 (seven) days** from the end of the calendar month in which the RTB House Ads from which such Remuneration was generated were displayed on the Inventory. The Remuneration shall be paid by RTB House within **45 (forty five) days** from the receipt of a properly issued invoice.
2. In the event the Agreement is terminated by either Party (except for termination due to Supply Partner’s breach), RTB House shall pay the Supply Partner all accrued Remuneration due to the Supply Partner for the Services provided prior to such termination. Payment shall be made on the basis of an invoice being issued within **7 (seven) days** from termination of the Agreement,

- with a **45 (forty five) day** payment deadline and shall include all the remaining Remuneration due to the Supply Partner.
3. The Supply Partner is exclusively responsible for providing and maintaining accurate address and other contact information as well as payment information to RTB House.
  4. RTB House shall not be liable for any payment of the Remuneration which, in its sole determination, are calculated on the basis of or in connection with:
    - a) invalid clicks on RTB House Ads generated by any person, bot, automated program or similar device, including without limitation through any clicks:
      - i. originating from Supply Partner's IP address(es) or computer(s) under its control;
      - ii. solicited by payment of money or other consideration, false representation, or request for end users of any of the Inventory to click on RTB House Ads;
    - b) RTB House Ads delivered to any such end users whose browsers have JavaScript or cookies or device ID disabled;
    - c) clicks related to any promotion offered by RTB House to boost Advertiser participation for which Supply Partner provided written approval in advance;
    - d) clicks co-mingled with a significant number of invalid clicks described in point a) above;
    - e) as a result of any breach of the Agreement by Supply Partner.
  5. RTB House is entitled to withhold anticipated or actual payments of the Remuneration to Supply Partner due to any of the foregoing, pending RTB House's reasonable investigation of any of the foregoing, or to the extent that an Advertiser whose RTB House Ads are displayed in connection with the Inventory defaults on payment for such RTB House Ads to RTB House.
  6. Supply Partner undertakes to pay all applicable taxes and charges imposed by any government entity in connection with Supply Partner's use of the Service, including without limitation taxes and charges related to Supply Partner's receipt of the Remuneration.
  7. In case the Supply Partner is a tax resident of a country different than RTB House Company indicated in the Country Division Schedule applicable for specific Supply Partner, the Supply Partner shall deliver RTB House the original of certificate of tax residency at the beginning of each year of the Parties' cooperation. The first certificate shall be delivered within **30 (thirty) days** from the Effective Date, as indicated in the Insertion Order.
  8. In case of non -provision of the abovementioned certificate, all applicable taxes and/or other applicable charges shall be withheld by RTB House.

### **Chapter 8 - Intellectual property**

1. RTB House shall remain the sole owner of all intellectual property rights to the RTB House Technology and RTB House Data.
2. All RTB House Data can be used to process Services and for Supply Partner's reporting purposes, but shall not be used for any other Supply Partner's commercial activities where RTB House is not a co-participant.
3. Supply Partner shall remain the sole owner of all intellectual property rights and to the Supply Partner Data. The Supply Partner hereby authorizes RTB House:
  - a) to collect, use, analyse and process the Supply Partner Data for the purpose of improving the RTB House Technology and the services provided for its clients; and
  - b) to disclose Supply Partner Data if required by applicable laws.
4. The Supply Partner authorises RTB House to disclose to its clients, as a part of RTB House's marketing activity, the fact that the Supply Partner makes available its Inventory to RTB House Technology. Strictly within the limits of the abovementioned marketing purposes the Supply

Partner hereby grants RTB House a world-wide, royalty-free license to reproduce and display the images of the Inventory and trademarks representing the Inventory.

#### Chapter 9 - Privacy

1. Each Party agrees to comply with all applicable data protection and privacy laws, rules, regulations, and industry codes of conduct as each of the foregoing may change from time to time (“**Privacy & Data Protection Laws**”).
2. Each Party agrees to post on its respective website a privacy policy, which shall comply with the Privacy & Data Protection Laws. The Supply Partner shall include on its Inventory on which data is collected by RTB House pursuant to these Terms, an easily accessible privacy policy about eventual use, storage, treatment and protection of their personal data, and that informs its users that third party cookies or other tracking technologies are placed on such Inventory, specifying the purpose of these technologies as well as the type of data collected on such Inventory and the measures that users may take to avoid data collection.
3. Where required by the Privacy & Data Protection Laws the Supply Partner shall in particular (but without limitation):
  - a) obtain an unambiguous consent of an Inventory visitor for processing of his/her personal data;
  - b) inform the Inventory visitor about the type of personal data collected at the Inventory as well as the purposes for the collection, use or processing of such personal data;
  - c) disclose to the Inventory visitor the identity of all the data controllers;
  - d) provide any other information that may be required by the Privacy & Data Protection Laws.
4. If required by the Privacy & Data Protection Laws, the Parties shall enter into separate data processing agreement, which shall comprehensively regulate mutual rights and obligations of the Parties related to collecting and processing of personal data in connection with performance of the Agreement.

#### Chapter 10 - Term and Termination

1. The Agreement between the Supply Partner and RTB House shall be concluded for an indefinite term, as of the Effective date indicated in the Insertion Order and shall continue until the termination in accordance with the further provisions.
2. Each Party has a right to terminate the Agreement without reasons and at any time, subject to a **30 (thirty) days’** notice period, by sending to the other Party their statement, in written form, under the pain of nullity.
3. The Parties shall have the right to terminate the Agreement with immediate effect:
  - a) if any of them violates the provisions of the Agreement or generally applicable laws. Should this be the case, the Party terminating the Agreement shall send to the Party in breach either electronically, at the e-mail address indicated by the latter, or by mail (registered mail with acknowledgment of receipt) the call to stop the breach within **3 (three) working days** since the delivery of such notice. After this period has elapsed without effect, the Party shall have the right to terminate the Agreement with immediate effect,
  - b) in case of the occurrence of Force Majeure event that has continued for a minimum period of **1 (one) month**,

- c) the other Party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect, ceases to carry on its business or substantially the whole of its business, is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.

### Chapter 11 - Confidentiality

1. The Parties undertake mutually to consider as confidential and not to disclose to any third party without the written explicit consent of the other Party, any information received from the other Party, and including but not limited to technical, technological, organizational nature or other information with business value, any information that a reasonable person familiar with online advertising and Internet use shall consider proprietary and confidential, provided by each of the Party in every form and concerning their mutual cooperation, including analyses, studies, summaries or any other files executed by one of the Parties, and also those based on information provided by the other Party and including or reflecting such information (hereafter “**Confidential Information**”).
2. Shall not be considered as Confidential Information, information which:
  - a) is in public domain before the conclusion of the Agreement or will become publicly available after its conclusion without the fault of any of the Parties, their staff/collaborators and advisors;
  - b) is or will become available to the Parties from a source which is not the other Party, provided that the entity/individual disclosing such information is not bound with one of the Parties by the obligations under confidentiality clause or agreement;
  - c) was held by the Party before the conclusion of the Agreement, provided that the entity/individual disclosing such information was not bound with one of the Parties by the obligations under confidentiality clause or agreement;
  - d) has been acquired independently from the other Party, as a result of works executed by the Party or their advisors to which Confidential Information has not been disclosed.
3. Each Party may disclose Confidential Information received from the other Party to their advisors, staff, managers or to providers of services to the Parties based on the contract of mandate or on another legal title, provided that such disclosure is made solely and exclusively for the purpose of the Services and that such individuals have signed the obligation of confidentiality with at least the same scope as the one defined herein.
4. The Parties agree not to use Confidential Information to the detriment of the other Party or to use it in any other way not connected with their mutual cooperation. Any Party’s failure to keep secret the disclosed Confidential Information, by its disclosure, transfer or use shall be considered as an act of unfair competition and shall result in such Party’s unlimited liability.
5. The confidentiality obligation shall not cover Confidential Information which needs to be disclosed, whether in whole or in part, based on applicable laws, judgment or decision issued by the competent court or by another judiciary or administrative body or by another authorized body whose jurisdiction covers the Party requested to disclose such Confidential Information. In such case the disclosing Party shall notify the receiving Party about such requirement in writing prior to such disclosure to allow the receiving Party to take up the defence against such requirement, unless such notification will be in contrary to the provisions of law.

6. The confidentiality obligation and the confidentiality protection, as set forth herein, shall be applicable regardless of whether Confidential Information has been provided orally, in writing or in another form or substance, and whether such Confidential Information was actually designated as “confidential”, “proprietary” or “secret” or in another way or whether it was not specifically designated at all.
7. The Parties agree that cooperation between Parties shall not be treated as confidential.
8. The confidentiality obligation referred to in this point shall be binding for the Parties both during the provision of Services and for the period of **3 (three) years** after their execution, the refusal to execute them or their cancellation.

#### **Chapter 12 - Assignment**

The Supply Partner is not authorized to assign their rights and obligations under the Agreement, whether in whole or in part, without the previous written consent of the RTB House.

#### **Chapter 13 - Severance**

Should any of the provisions hereof be legally considered as invalid or unenforceable, this will be without impact on the validity or enforceability of their remaining provisions. The invalid/unenforceable provision shall be replaced by another provision with the purpose equivalent or possibly the closest to the purpose of the invalid/unenforceable provision.

#### **Chapter 14 - Final Provisions**

1. RTB House shall reserve themselves the right to unilaterally modify these Terms, at any time. RTB House will inform Supply Partner about the changes 7 days before their effective date. Such modification shall be applicable starting from the publication of the new version of these Terms on the RTB House website, at the address: <http://www.rtbhouse.com/supply-partner-service-agreement> unless, within those 7 days, the Supply Partner inform RTB House about non-consent for changes and submits a notice on termination of the Agreement.
2. Any changes to the Terms between the specific Parties can be done only in the written form, executed by the authorized legal representative of each Party.
3. Whenever in these Terms is indicated written form, the Parties acknowledges and agree that electronic format and e-mail are treated as written form.
4. The Agreement constitutes the complete and entire agreement between the Parties and shall supersede any and all other prior commitments, understandings, agreements, whether in written or oral.
5. Headings used in these Terms shall not affect its construction or interpretation.
6. No one other than the Parties to the Agreement and the RTB House Company shall have any right to enforce any of its provisions, unless agreed otherwise.
7. No failure or delay by either Party to exercise any right or remedy provided under these Terms or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
8. Any matters not covered by the Agreement shall be governed by generally applicable Polish laws, unless indicated otherwise in the Country Division Schedule.



9. The Parties undertake to all best endeavours to settle amicably any disputes arising in the course of their mutual cooperation in connection with the Agreement. Should they fail to reach an amicable agreement within 15 (fifteen) days of the receipt by any Party of a written notice in respect of any dispute, such disputes shall be materially settled by the common court situated in Warsaw, Poland, unless indicated otherwise in the Country Division Schedule.
10. These Terms have been made in English or bilingual in English and language of RTB House Company. They can be translated into other languages, and should any discrepancies arise between the English version and another language version, the English version of the Agreement shall prevail, unless otherwise indicated in the Country Division Schedule.
11. By signing the Insertion Order the Supply Partner confirms that he has familiarized himself with the Terms and irrevocably accepts its provisions.
12. Nothing in the Terms creates any agency, joint venture, partnership, or other form of joint enterprise, employment, or fiduciary relationship between the Parties. Supply Partner is an independent contractor pursuant to the Terms.

**APPENDIX 1**  
**COUNTRY DIVISION SCHEDULE**

Supply Partner is concluding the Agreement with an RTB House Company indicated in the Insertion Order and shall be subject to the rules specified below in the table for this particular RTB House Company.

<b>RTB House Brazil Serviços de Tecnologia em Internet LTDA.</b>	
Law governing the Terms:	Brazilian law
Jurisdiction:	Court in São Paulo
Language (prevailing):	Portuguese
Additional or specific provisions that shall apply to the Terms:	<p>a) Chapter 6 section 1: to the maximum extent permitted by applicable law, the parties are only liable for the direct damages, proven and exclusively caused by them, even if they are specifically directed at the possibility of indirect, reflexive, consequential, incidental, special, punitive or exemplary damages, be they of a purely contractual nature or not. The limitations of liability foreseen in this clause do not apply in the event of violation of the provisions of Chapter 4 by the Supplying Partner.</p> <p>b) Chapter 8 section 3 letter b): to disclose Supply Partner Data if required by applicable laws.</p>

<b>RTB House Pte. Ltd.</b>	
Law governing the Terms:	Singapore law
Jurisdiction:	Courts of the Republic of Singapore
Language (prevailing):	English
Additional or specific provisions that shall apply to the Terms:	_____

<b>RTB House Limited Liability Company</b>	
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Law governing the Terms:	Russian law
Jurisdiction:	Arbitration Court in Moscow
Language (prevailing):	Russian
Additional or specific provisions that shall apply to the Terms:	<p>a) Chapter 3 shall be titled “Chapter 3 – Measurement and Performance Reports. Services Acceptance Certificate”;</p> <p>b) The following shall be added in Chapter 3 as new sections 6 and 7:</p> <p>6. Together with the invoice for the appropriate reporting period (by which the Parties understand one calendar month), the Supply Partner shall send to RTB House two copies of the Services Acceptance Certificate, one of which must be signed by RTB House and returned to the Supply Partner within 10 (ten) business days.</p> <p>7. In the case of lack of action of RTB House within the period specified in section 6 of this Chapter 3, the corresponding Services are deemed accepted by RTB House.</p>

<b>RTB House Reklam Teknolojileri Anonim Sirketi</b>	
Law governing the Terms:	Turkish law
Jurisdiction:	Istanbul Courts and Execution Officers
Language (prevailing):	Turkish
Additional or specific provisions that shall apply to the Terms:	_____

<b>RTB House S.A.</b>	
Law governing the Terms:	Polish law
Jurisdiction:	Court in Warsaw
Language (prevailing):	English

Additional or specific provisions that shall apply to the Terms:	_____
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<b>RTB House Poland Sp. z o.o.</b>
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Law governing the Terms:	Polish law
Jurisdiction:	Court in Warsaw
Language (prevailing):	English
Additional or specific provisions that shall apply to the Terms:	_____

<b>RTB House, Inc.</b>
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Law governing the Terms:	The laws of the United States and the State of Delaware, without regard to such state’s conflict of laws principles.
Jurisdiction:	Courts of Delaware
Language (prevailing):	English
Additional or specific provisions that shall apply to the Terms:	<p>The following shall be added as a new Chapter 5, Section 2(m):</p> <p>(m) it will act in full compliance with all Federal Trade Commission guidelines and other applicable laws, rules and regulations (including, the Truth in Advertising regulations, Children’s Online Privacy Protection Act, and/or the CAN-SPAM Act), with respect to any services provided hereunder or the collection, use, and sharing of information gathered from users.</p>

<b>RTB House Ltd.</b>
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Law governing the Terms:	Law of England and Wales
Jurisdiction:	Court in London
Language (prevailing):	English

Additional or specific provisions that shall apply to the Terms:	Chapter 10 section 2: Each Party has a right to terminate the Agreement without reasons and at any time, subject to a <b>30 (thirty) days'</b> notice period, by sending to the other Party their statement, in written form, otherwise being null and void.
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<b>RTB House LATAM Ltd.</b>	
Law governing the Terms:	Law of England and Wales
Jurisdiction:	Court in London
Language (prevailing):	English
Additional or specific provisions that shall apply to the Terms:	Chapter 10 section 2: Each Party has a right to terminate the Agreement without reasons and at any time, subject to a <b>30 (thirty) days'</b> notice period, by sending to the other Party their statement, in written form, otherwise being null and void.

<b>RTB House s.r.o.</b>	
Law governing the Terms:	Czech law
Jurisdiction:	District Court of Prague 1 in case the relevant dispute is to be resolved in first instance by District courts of Czech Republic or Municipal Court of Prague in case the relevant dispute is to be resolved in first instance by Regional courts of Czech Republic
Language (prevailing):	Czech
Additional or specific provisions that shall apply to the Terms:	<p>a) Chapter 4 section 2: The Supply Partner is obliged to comply with RTB House advertising guidelines as specified in the <b>Appendix 2</b> to these Terms, which may be updated from time to time by RTB House. In case of any changes to the guidelines referred herein, RTB House shall inform the Supply Partner about the changes within 30 (thirty) days before the effective date of such changes.</p> <p>b) Chapter 14 section 1: RTB House shall reserve themselves the right to unilaterally modify these Terms, at any time. RTB House will inform Supply</p>

	Partner about the changes 30 days before their effective date via e-mail. Such modification shall be applicable starting from the publication of the new version of this Agreement on the RTB House website, at the address: <a href="http://www.rtbhouse.com/supply-partner-service-agreement">http://www.rtbhouse.com/supply-partner-service-agreement</a> unless, within those 30 days, the Supply Partner inform RTB House about non-consent for changes and submits a notice on termination of the Agreement./
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<b>RTB House Nordics AB</b>	
Law governing the Terms:	Swedish Law
Jurisdiction:	Court in Stockholm
Language (prevailing):	Swedish
Additional or specific provisions that shall apply to the Terms:	_____

<b>RTB House Japan K.K.</b>	
Law governing the Terms:	Japanese Law
Jurisdiction:	Tokyo District Court
Language (prevailing):	Japanese
Additional or specific provisions that shall apply to the Terms:	Chapter 14 section 1: RTB House shall reserve themselves the right to unilaterally modify these Terms, at any time. RTB House will inform Supply Partner about the changes 7 days before their effective date. Such modification shall be applicable starting from the publication of the new version of these Terms on the RTB House website, at the address: <a href="http://www.rtbhouse.com/supply-partner-service-agreement">http://www.rtbhouse.com/supply-partner-service-agreement</a> unless, within those 7 days, the Supply Partner may inform RTB House about non-consent for changes and submit a notice on termination of the Agreement if such changes are material. If the Supply Partner did not make such termination notice within the prescribed

	period, the Supply Partner shall deem to have consented to such modification./
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<b>RTB House France SAS</b>	
Law governing the Terms:	French law
Jurisdiction:	Commercial Court in Paris
Language (prevailing):	French
Additional or specific provisions that shall apply to the Terms:	<p>a) Chapter 5 section 2 letters g), h) and i):</p> <ul style="list-style-type: none"> <li>- g) the Inventory is not directed to children under the age of 15 (fifteen);</li> <li>- h) the Supply Partner does not, directly or indirectly, collect information from users known by Supply Partner to be under the age of 15 (fifteen);</li> <li>- i) the Supply Partner does not use any service to select or target RTB House Ads based on: the knowledge or interference that the user is under the age 15 (fifteen), user's past visits to any Inventory that is directed to children, information deemed sensitive by any applicable law or self-regulatory program or in a manner inconsistent with the Terms;</li> </ul> <p>b) Chapter 5 section 2 letter k):</p> <p>k) it will implement appropriate technical and organizational measures to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, as well as all technical measures to detect the violation of personal data.</p> <p>c) The following shall be added as a new Chapter 6 section 7 :</p> <p>section 7 : RTB House cannot be held responsible in case of attack of the "Inventory" of the Supply Partner, the Supply Partner and his website host being solely responsible for the security of the "Inventory" and only having to bear the</p>

	<p>consequences of a possible lack of security, possible attack and/or personal data breach.</p> <p>d) Chapter 7 section 1 :</p> <p>All Remuneration shall be paid to Supply Partner by RTB House on the basis of an invoice to be issued within <b>7 (seven) days</b> from the end of the calendar month in which the RTB House Ads from which such Remuneration was generated were displayed on the Inventory. The remuneration shall be paid by RTB House within 45 (forty-five) days from the date of issue of a proper invoice, provided that the invoice is sent and received immediately by RTB House. The Supply Partner is obligated and agrees to include this payment period of 45 (forty-five) days on his own invoice. In accordance with articles 441-6 and D.441-5 of the French Commercial Code, any late payment leads to late payment penalties at three times the legal interest rate, as well as an obligation for the debtor to pay a lump sum indemnity of 40 Euros for recovery costs.</p> <p>e) Chapter 9 section 2 :</p> <p>Each Party agrees to post on its respective website a privacy policy, which shall comply with the Privacy &amp; Data Protection Laws. The Supply Partner shall include on its Inventory on which data is collected by RTB House pursuant to this Terms, easily accessible privacy policy about eventual use, storage, treatment and protection of their personal data, and that informs its users that third party cookies or other tracking technologies are placed on such Inventory, specifying the purpose of these technologies as well as the type of data collected on such Inventory and the measures that users may take to avoid data collection. In addition, the Supply Partner shall put in place all technical measures in accordance with provisions of Chapter 5 section 2 letter k).</p>
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	<p>f) The following shall be added as a new Chapter 9 section 5 and 6:</p> <ul style="list-style-type: none"><li>- section 5: Each party is obligated to communicate to the other party its current data protection officer or person responsible for supervision of Party's data processing activities. Each party has to immediately inform in writing the other party about every change of data protection officer or person responsible for supervision of Party's data processing activities.</li> <li>- section 6: RTB House shall not be responsible for misinterpretation, lack of enforcement or non-compliance of Privacy &amp; Data Protection Laws, in particular General Data Protection Regulation, by Supply Partner.</li></ul> <p>g) Chapter 10 section 3 letter b) :</p> <p>b) in case of the occurrence of Force Majeure event that has continued for a minimum period of <b>1 (one) month</b> ; in this case it will be considered, in accordance with the provisions of Article 1218 of the French Civil Code, that the event of Force Majeure constitutes the definitive impediment.</p> <p>h) Chapter 10 section 3 letter c) :</p> <p>c) the other Party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect, ceases to carry on its business or substantially the whole of its business, is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets, subject to compliance with the provisions of the French Commercial Code, in particular articles L622-13, L631-14,</p>
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	<p>L641-11-1, and procedures provided for this purpose.</p> <p>i) Chapter 14 section 3 : Whenever in this Terms is indicated written form, the Parties acknowledges and agree that electronic format and e-mail are treated as written form, with the exception of Chapter 10 section 2 where the form of an email <b>and</b> the registered letter with an acknowledgement of receipt is required.</p> <p>j) Chapter 14 section 4 : The Agreement constitutes the complete and entire agreement between the Parties and shall supersede any and all other prior commitments, understandings, agreements, weather in written or oral, and shall also prevail over any clauses or stipulations that may appear in the Supply Partner’s documents or in its general terms and conditions of purchase, sale, provision of services or others.</p>
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<b>RTB House Benelux B.V.</b>	
Law governing the Terms:	Dutch law
Jurisdiction:	Competent court in Amsterdam
Language (prevailing):	English
Additional or specific provisions that shall apply to the Terms:	<p>a) Chapter 4 section 2: The Supply Partner is obliged to comply with RTB House advertising guidelines as specified in Appendix 2 to these Terms, which may be updated from time to time by RTB House. In case of any changes to the guidelines referred herein, RTB House shall inform the Supply Partner about the changes within 30 (thirty) days before the effective date of such changes.</p> <p>b) Chapter 10 section 2: Each Party has a right to terminate the Agreement without reasons and at any time, subject to a <b>30 (thirty) days’</b> notice period, by sending to the other Party</p>

	<p>their statement, in written form, otherwise being null and void.</p> <p>c) Chapter 14 section 1: RTB House shall reserve themselves the right to unilaterally modify these Terms, at any time. RTB House will inform Supply Partner about the changes 1 month before their effective date. Such modification shall be applicable starting from the publication of the new version of these Terms on the RTB House website, at the address: <a href="http://www.rtbhouse.com/supply-partner-service-agreement">http://www.rtbhouse.com/supply-partner-service-agreement</a> unless, within 1 month, the Supply Partner may inform RTB House about non-consent for changes and submit a notice on termination of the Agreement if such changes are material. If the Supply Partner did not make such termination notice within the prescribed period, the Supply Partner shall deem to have consented to such modification.</p>
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RTB House FZ – LLC	
Law governing the Terms:	UAE law
Jurisdiction:	Dubai Courts
Language (prevailing):	English
Additional or specific provisions that shall apply to the Terms:	<p>a) Chapter 4 section 2: The Supply Partner is obliged to comply with RTB house advertising guidelines as specified in Appendix 2 to these Terms, which may be updated from time to time by RTB house. In case of any changes to the guidelines referred herein, RTB house shall inform the Supply Partner about the changes within 7 (seven) days before the effective date of such changes. If the Supply Partner does not object any of these changes within the 7 (seven) days period then this will be considered an explicit acceptance and adherence to these changes.</p> <p>b) Chapter 5 section 2 letters g)-i):</p>

	<ul style="list-style-type: none"> <li>- g) the inventory is not directed to children under the age of majority;</li> <li>- h) the Supply Partner does not, directly or indirectly, collect information from users known by Supply Partner to be under the age of majority;</li> <li>- i) the Supply Partner does not use any service to select or target RTB House Ads based on the knowledge or interference that the user is under the age of majority, user's past visits to any Inventory that is directed to children, information deemed sensitive by any applicable law or self-regulatory program or in any manner inconsistent with the Terms;</li> </ul> <p>c) Chapter 7 section 5: Supply Partner acknowledges and agrees that RTB House is entitled to withhold anticipated or actual payments of the Remuneration to Supply Partner due to any of the foregoing, pending RTB House's reasonable investigation of any of the foregoing (which result is deemed accepted by the Supply Partner), or to the extent that an Advertiser whose RTB House Ads are displayed in connection with the Inventory defaults on payment for such RTB House Ads to RTB House.</p> <p>d) Chapter 7 section 6: Supply Partner undertakes to pay all applicable taxes (including added value tax) and charges imposed by any government entity in connection with Supply Partner's use of the Service, including without limitation taxes and charges related to Supply Partner's receipt of the Remuneration.</p>
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<b>RTB House Italy s.r.l.</b>	
Law governing the Terms:	Italian law

Jurisdiction:	Common courts in Rome
Language (prevailing):	English
Additional or specific provisions that shall apply to the Terms:	_____

<b>RTB Marketing &amp; Tech Services Limited</b>	
Law governing the Terms:	Cypriot law
Jurisdiction:	Courts of Nicosia, Cyprus
Language (prevailing):	English
Additional or specific provisions that shall apply to the Terms:	Chapter 10 section 2: Each Party has a right to terminate the Agreement without reasons and at any time, subject to a 30 (thirty) days' notice period, by sending to the other Party their statement, in written form, otherwise being null and void.

<b>RTBH Retargeting SL</b>	
Law governing the Terms:	Spanish law
Jurisdiction:	Court in Madrid
Language (prevailing):	English
Additional or specific provisions that shall apply to the Terms:	_____

<b>RTB HOUSE GmbH</b>	
Law governing the Terms:	German law
Jurisdiction:	Chapter 14 section 9.  The Parties undertake to all best endeavours to settle amicably any disputes arising in the course of their mutual cooperation in connection with the Agreement. Should they fail to reach an

	<p>amicable agreement within 15 (fifteen) days of the receipt by any Party of a written notice in respect of any dispute, such disputes shall be materially settled by the competent court. If the Supply Partner is a merchant [„Kaufmann“], a legal entity of public law [„juristische Person des öffentlichen Rechts“] or an administrative body [„öffentlich rechtliches Sondervermögen“], Berlin is the agreed place of jurisdiction for all disputes and any claims arising on the basis of or in connection with the Agreement or the Terms.</p>
<p>Language (prevailing):</p>	<p>English</p>
<p>Additional or specific provisions that shall apply to the Terms:</p>	<p>a) Chapter 1 letter s) shall be amended as follows:  “s) Terms – these Terms and conditions for providing Supply Partner Services which may be modified from time to time in accordance with Chapter 14 section 1 hereof. Such modification shall be applicable starting from the publication of the new version of these Regulations on the RTB House website, at the address: <a href="http://rtbhouse.com/supply-partner-service-agreement">http://rtbhouse.com/supply-partner-service-agreement</a>.</p> <p>b) Chapter 4 section 2 shall be amended as follows:  “2. The Supply Partner is obliged to comply with RTB House advertising guidelines as specified in Appendix 2 to these Terms which may be modified from time to time in accordance with Chapter 14 section 1 hereof.”</p> <p>c) Chapter 6 shall not apply.</p> <p>d) Chapter 6 a – 6c shall be added with the following wording:  <b>“Chapter 6a – Liability</b></p> <p>1. RTB House is liable without limitation for damages, insofar as the cause of damage is</p>

based on an intentional or grossly negligent breach of duty on the part of RTB House, a representative or performing agent [*“Erfüllungsgehilfe”*]. In case of negligent behaviour, RTB House in substance is only liable for the breach of a duty the fulfilment of which is material to the purpose of the Agreement, and on the performance of which the Supply Partner may ordinarily rely [*“Kardinalpflichten”*], and only insofar as RTB House ought to have foreseen the caused damages given the circumstances known at the time the Agreement was concluded. Apart from that, the liability of RTB House – including that for performing agents [*“Erfüllungsgehilfen”*] and vicarious agents [*“Verrichtungsgehilfen”*] – is excluded.

2. The limitation of liability pursuant to Point 1. does not apply to claims for damages arising from the violation of life, body, health, the takeover of a guarantee of quality or the malicious concealment of defects by RTB House. The liability according to the German Product Liability Law [*“Produkthaftungsgesetz”*] remains unaffected by this.

#### **Chapter 6b – Indemnity**

1. Supply Partner shall keep indemnified [*“stellt ... frei”*] RTB House from and against any claim that RTB House may be subject to or that may be incurred by any of them, directly or indirectly, arising out of or relating to Supply Partner’s (a) breach of any contractual obligation (b) violation of any intellectual property rights of any third party caused as a result of using the Services under this Agreement, or (c) a violation by the Supply Partner of any applicable law, regulation or

order, unless the Supply Partner is not responsible for the breach or violation.

2. Regarding Section 1. the Parties agree that RTB House shall be notified in writing by the Supply Partner of any notice of any such claim. Supply Partner shall immediately provide RTB House with all information necessary for the examination of the claims and the defense of any action on such claims and for all negotiations for its settlement or compromise. Supply Partner shall also reimburse RTB House for all expenses necessarily incurred by RTB House as a result of or in connection with claims asserted by a third party, including attorneys' fees for pre-trial defense. This shall also apply in the event that the RTB House concludes or acknowledges a settlement of the justified claims asserted by the third party. Possible claims for further damages remain unaffected.

#### **Chapter 6c – Force Majeure**

1. If events or circumstances lying beyond the control of the Parties (Force Majeure) make it impossible for the Party to perform its contractual duties under this Agreement that Party shall be released from its obligation to perform the contractual duties.

2. In particular, but not exclusively, the following events shall be regarded as cases of force majeure: strikes, lock-outs, power failures, accidents, war, riots, fires, acts or omissions of the government, road traffic authorities or telecommunications providers or other competent authorities, or delay or absence in the creation, production or delivery of equipment or services by third



parties for which that Party is not responsible.”

e) Chapter 10 section 2 shall be amended as follows:

“2. Each Party has a right to terminate the Agreement without reasons and at any time, subject to a 30 (thirty) days’ notice period, by sending to the other Party their statement, in text form (including e-mail), the termination notice otherwise being null and void.”

f) Chapter 10 section 3 shall be amended as follows:

“3. The Parties shall have the right to terminate the Agreement for a compelling reason with immediate effect:

a) if any of them violates material provisions of the Agreement and provides no remedy although the Party terminating the Agreement has sent to the Party in breach either electronically, at the e-mail address indicated by the latter, or by mail (registered mail with acknowledgment of receipt) the call to stop the breach within a reasonable period of time since the delivery of such notice (warning); a warning is dispensable if the Party in breach seriously and definitively refuses performance or does not render the performance due by a date specified in this Agreement or within a period specified in this Agreement, in spite of the fact that, according to a notice given by the other Party to the Party in breach prior to conclusion of this Agreement or based on other circumstances attending at the time of its conclusion, the performance as per the date specified or within the period specified is of essential importance to the other Party.

b) in case of the occurrence of Force Majeure if the performance of the contractual duties under this Agreement is permanently impossible or if the Force Majeure is such that it significantly jeopardises the performance of this Agreement and the Party terminating cannot reasonably be expected to further adhere to this Agreement;

c) if the other Party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect, ceases to carry on its business or substantially the whole of its business, is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.”

g) Chapter 14 section 1 shall be amended as follows:

“1a. RTB House is entitled to make amendments, adjustments or additions to the Terms during the term of an Agreement, unless these concern material provisions of the contractual relationship (in particular provisions regarding the type and scope of the synalagmatic services, term, termination).

1b. This right to amend shall only apply if:

a) the equivalence existing at the time the Agreement was concluded is disturbed to a not insignificant extent by changes which RTB House neither initiated nor influenced (e.g. by changes to the overall technical circumstances indispensable for the provision of the Services or by a substantial change in

the market situation), with the result that a continuation of the Agreement under the previous conditions is unreasonable for one of the Parties or if it can be assumed that the Agreement would not have been concluded in the form in which it was intended under the changed circumstances; or

b) as a result of a change in law or a declaration of invalidity of Terms by the jurisdiction, after conclusion of the Agreement a regulatory gap opened up and this regulatory gap creates difficulties in the performance of the Agreement which can only be remedied by amendment.

1c. The Supply Partner shall be notified of the amended terms and conditions in text form (e-mail is sufficient) at least 6 weeks before they come into effect. The amendments shall be deemed to have been accepted if the Supply Partner does not object to them within 6 weeks of receipt of the notification. If the Supply Partner exercises the right of objection, the amendments shall not become part of the Agreement and the Agreement shall continue unchanged. RTB House will separately notify the Supply Partner of the possibility of objection and the deadline to do so. The right of termination remains unaffected by this.

**APPENDIX 2****RTB HOUSE ADVERTISING GUIDELINES**

RTB House is a provider of the high quality services. All the business partners of RTB House shall keep the highest standards and quality of their services, as well as shall comply with the advertising guidelines stated herein.

RTB House is entitled to audit if business partners comply with rules stated herein, and at its sole discretion terminate cooperation with the business partner.

RTB House reserves the right to change this RTB House advertising guidelines from time to time.

RTB House prohibits any content which includes the following:

- a) Ponzi schemes, Pyramid schemes, Get-rich-quick schemes, free money offers or other similar money-making opportunities which are legally questionable.
- b) Dating sites promoting casual sex or discreet encounters. This does not include regular dating websites that promote love and commitment;
- c) Firearms and weapons;
- d) Harassment or hate speech;
- e) Illegal or legally questionable activity;
- f) Infringing intellectual property rights;
- g) Misleading content;
- h) Nudity, sex or adult content;
- i) Online pharmacies, medications and healthcare products;
- j) Political organizations, candidates, political initiatives or events;
- k) Religious content;
- l) Content, language or images which are violent, disrespectful, vulgar or offensive;
- m) Tobacco and drugs.

RTB House prohibits any content that specifically targets minors under the age of 13 (thirteen).

RTB House prohibits any content which targets personal characteristics, as follows:

- a) Age (age range is acceptable);
- b) Financial status;
- c) Medical/health condition;
- d) Membership or political orientation;
- e) Police record;
- f) Religion or personal belief;
- g) Sex;
- h) Sexual orientation or practices;
- i) Skin colour or ethnic origin.