TRADEDOUBLER'S GENERAL TERMS FOR AFFILIATE MARKETING NETWORK

1. Scope and Definitions

1.1. These terms form an integral part of the Agreement related to the Services provided by Tradedoubler to Client and are accepted through signature of the Service Order. The following definitions are used in these terms:

AFFILIATE MARKETING NETWORK Program	the public marketing and sales partnership program set up by Tradedoubler for Client
Agreement	the Service Order, these terms and the appendices
Client	the entity which has executed the Service Order
Client Content	any documentation, which is owned by Client and provided by Client to Tradedoubler in connection with the Services, such as logotypes and marketing materials
Contact Person	a person specified in the Service Order, engaged or employed by Client with the authority to act on behalf of Client in relation to the Services, including the authority to approve or reject an application to become a Publisher in an AFFILIATE MARKETING NETWORK Program and to terminate Client's co-operation with a Publisher
Client Data	information regarding Client, its employees and customers that is provided to Tradedoubler in connection with the Services
Tradedoubler Documentation	Any data or documents provided by Tradedoubler to Client in connection with the provision of the Services.
Part(y)(-ies)	Client and Tradedoubler, individually or collectively
Publisher	a website operator which has been approved to join Client's AFFILIATE MARKETING NETWORK Program
Service Order	the Service Order specifying key commercials for the services provided by Tradedoubler to Client, to which these terms are attached
Services	the services provided by Tradedoubler to Client under the terms of the Agreement
Tracking	the technology developed by Tradedoubler and used in the AFFILIATE MARKETING NETWORK Program to monitor Transactions
Transaction	the action entitling the Publisher and Tradedoubler to a commission, as specified in the Service Order

2. CONTACT PERSON

2.1. Client shall appoint at least one Contact Person in the Service Order. Client shall ensure that one Contact Person is available during normal working hours. Any change in respect of a Contact Person shall promptly be communicated to Tradedoubler.

3. PUBLISHERS

3.1. Tradedoubler shall pay Publishers on behalf of Client and remuneration will be paid in accordance with any of the models set out in the Appendix "Publisher Payment Models" and at payment rates applicable from time to time.

3.2. Client is, at any time, entitled to change the payment rates to a single Publisher, by three (3) working days' written notice to Tradedoubler. However, Client may not make any changes which may reduce the Commission Rate and Tradedoubler's Commissions (e.g. removing a Publisher or publisher type from the Affiliate Program, reducing the Cookie Period for Transactions, attribution methodology and changing the keyword policy), without agreement with Tradedoubler in writing, 30 days before the change may be in force. In addition, Client will not reduce the Commission Rate and the Cookie Period between the Client and the Publisher by more than 20% within a 30-day period.

3.3. The Contact Person shall check applications to become a Publisher for the AFFILIATE MARKETING NETWORK Program on Tradedoubler's web site at least twice a week. Rejection of an application to become a Publisher must be made within four (4) days from the date of the application, otherwise the application shall be deemed to have been accepted. If Client does not accept an applicant, Client shall at the request of Tradedoubler by e-mail furnish Tradedoubler with a short explanation of the reasons therefore. If the Parties have agreed that Tradedoubler shall review applications on Client's behalf, the Parties shall agree in writing on a fee for the Publisher screening service.

3.4. Tradedoubler agrees to keep information about the AFFILIATE MARKETING NETWORK Program, including conditions such as remuneration to Publishers, terms of commission and other key terms and keep links necessary for the

AFFILIATE MARKETING NETWORK Program available on Tradedoubler's web site in order for Publishers to access and sign up to the AFFILIATE MARKETING NETWORK Program.

3.5. Client agrees and understands that Tradedoubler will enter into contracts in Tradedoubler's own name with individuals and legal entities wishing to join the AFFILIATE MARKETING NETWORK Program. Furthermore, Client agrees and understands that Tradedoubler has the absolute discretionary right to reject applicants wishing to become a Publisher or to remove a Publisher from the AFFILIATE MARKETING NETWORK Program.

3.6. Client may at any time request that Tradedoubler terminates the co-operation with a single Publisher with immediate effect if the Publisher in question is in breach of the Publisher Agreement. Client's request to terminate co-operation with a Publisher shall be made via Tradedoubler's system by a Contact Person. At Tradedoubler's request, Client shall furnish Tradedoubler with a short explanation of the reasons for the termination.

4. OBLIGATIONS OF CLIENT

4.1. Client agrees to provide Tradedoubler with all information, support and co-operation that may be reasonably required to enable Tradedoubler to carry out its obligations under this Agreement.

4.2. Client undertakes to, in accordance with instructions and with assistance from Tradedoubler, implement the Tracking on the websites of Client covered by this Agreement, including all mobile versions of such websites as well as downloadable mobile applications, and understands and acknowledges that a correct implementation of Tracking is imperative for the Services.

4.3. In the event that the AFFILIATE MARKETING NETWORK Program is not implemented by the Start Date (as specified in the Service Order) and the delay is not due to something within Tradedoubler's control, all fixed fees (including any agreed minimum monthly Tradedoubler Commission) specified in the Service Order shall be payable as of the Start Date. If no fixed fees or agreed minimum monthly Tradedoubler Commission are specified in the Service Order, Tradedoubler reserves the right to charge a fee of EUR 500 per month and per AFFILIATE MARKETING NETWORK Program (or the corresponding fee converted into local currency if applicable) from the Start Date until the AFFILIATE MARKETING NETWORK Program has been implemented. If Client discontinues the implementations process, Tradedoubler may, in addition to any other rights Tradedoubler has under this Agreement, charge Client the direct costs for implementation of the AFFILIATE MARKETING NETWORK Program which, depending on how far the implementation has progressed, can amount to up to EUR 2000.

4.4. Client is solely responsible for its web site(s) and products or services sold on the web site(s) as well as the content and lay-out of the AFFILIATE MARKETING NETWORK Program and the activities thereunder, and Client shall ensure compliance with all applicable laws and regulations.

4.5. Unless otherwise agreed, Client shall market the AFFILIATE MARKETING NETWORK Program on the home page of its web site and provide a link to Tradedoubler's web site where a potential Publisher can apply.

4.6. Client is responsible for producing a description of its AFFILIATE MARKETING NETWORK Program to be presented on Tradedoubler's web site and Client shall be responsible for the description of the AFFILIATE MARKETING NETWORK Program including, but not limited to, the descriptions of payment models to Publishers.

4.7. Client agrees to keep the Tracking implemented at all times for the duration of the Agreement and accepts that the Tracking is the only measure of the validity of a Transaction.

4.8. Client shall notify Tradedoubler at least seven (7) days before making any changes that may affect the Tracking. Should an action by Client result in removal or disabling of Tracking and this causes Transactions not be recorded, Client agrees to compensate Publishers on the AFFILIATE MARKETING NETWORK Program according to their average performance on the AFFILIATE MARKETING NETWORK Program over the two (2) weeks prior to the Tracking problem. Client will also pay Tradedoubler Commission on any compensation payments to Publishers in respect of the lost earnings.

4.9. Tradedoubler may remove the AFFILIATE MARKETING NETWORK Program from the list of available AFFILIATE MARKETING NETWORK programs at any time with immediate effect if any Tracking irregularities or any other issues affecting Publishers have not been remedied by Client within seven (7) days of receiving written notice to do so.

4.10. Should Client wish to introduce a de-duplication technology in its AFFILIATE MARKETING NETWORK Program, Client shall give Tradedoubler three (3) months' written notice in order to avoid conflicting tracking issues. This clause shall

not apply if Client at the time of the signing of the Service Order already used de-duplication technology and has communicated this to Tradedoubler in writing prior to the signature of the Service Order.

5.   INVOICING AND ADVANCE PAYMENTS

5.1.   Unless prepayment has been agreed in the Service Order, Tradedoubler will invoice Client monthly in arrears and payment shall be made no later than 30 (thirty) days from invoice date.

5.2.   If prepayment has been agreed in the Service Order, the following shall apply:

i.   On issue of an invoice by Tradedoubler, Client will transfer the Prepayment Balance (as specified in the Service Order) to a Tradedoubler prepayment account. Tradedoubler may, on reasonable notice to Client, based on Client's usage of the Service, revise the amount which should be maintained as the Prepayment Balance.

ii.   Tradedoubler will, at reasonable intervals, based on Client's usage of the Service, issue invoices to Client for the replenishment of the prepayment account as set out below.

iii.   If the balance of the prepayment account falls or is likely to fall below amount equal to 40% of the Prepayment Balance (or any revisions thereof), an invoice shall automatically be issued to Client for an amount to replenish the prepayment account to the level of the Prepayment Balance.

iv.   If the balance of the prepayment account is not replenished to the level of the Prepayment Balance by the due date of the invoice referred to above, Tradedoubler is entitled to terminate Client's use of the Service or suspend access to data. If the use is terminated, Tradedoubler will refund any balance owing to Client after deduction of any fees due to Tradedoubler or the Publishers. If the use is suspended, it only means that access to data is suspended. Transactions will still accrue and be payable during the suspension period.

v.   If, during the period for payment of the invoice above, Client's usage of the Service is such that the remaining balance of the prepayment account is, or is likely to be, entirely depleted, Tradedoubler is entitled to temporarily suspend Client's access to data, until such time as the prepayment account is replenished to the level of the initial prepayment balance. If the use is suspended, it only means that access to data is suspended. Transactions will still accrue and be payable during the suspension period.

vi.   Payment to the prepayment account shall be made no later than 10 (ten) days from invoice date.

5.3.   If Client should at any time fail to make timely payment in full, Tradedoubler is entitled to charge interest on the amounts due with an interest rate of 8 percentage points above the base interest rate set by the European Central Bank per annum. In addition, Client shall pay all costs of collection, including reasonable attorneys' fees and costs in the event any collection effort or action is required to collect any fees due. If payment of any amounts due is delayed for more than thirty (30) days, Tradedoubler reserves the right to temporarily cancel the Services until payment has been made in full.

5.4.   All sums payable under this Agreement are exclusive of Value Added Tax and any other duty or tax, which shall (if and to the extent applicable) be payable by Client.

5.5.   If the AFFILIATE MARKETING NETWORK Program is international, each Tradedoubler Party will invoice Client for their respective AFFILIATE MARKETING NETWORK Program Service and in local currency, unless otherwise specifically agreed in the Service Order.

6.   RECLASSIFICATION OF TRANSACTIONS

6.1.   Within the period specified in the Service Order (Validation period for Transactions), counted from the generation of a Transaction, Client will be able to, by using Tradedoubler's web-based interface or by sending information to Tradedoubler in a form agreed between the Parties, reclassify a Transaction as invalid using pre-defined reasons.

6.2.   Within five (5) days from receiving a reasonable request for information relating to an invalidated Transaction submitted by a Publisher through Tradedoubler, Client undertakes to provide the Publisher with an explanation to the reclassification/invalidation and to either confirm the reclassification or to change the classification back to valid.

6.3.   If a Transaction is not reclassified within the period specified in the Service Order or if an enquiry is not processed as set out in above, the Transaction will automatically be considered valid and Client is obliged to pay the applicable Transaction Fee to Tradedoubler and the Publisher Commission.

6.4.   Tradedoubler provides an automated untracked transactions process whereby Publishers can create an inquiry for untracked transactions. When a Transaction inquiry is created, Tradedoubler will perform a number of quality checks before sending the inquiry to Client. If the inquiry relating to untracked Transactions is not reclassified as invalid within

sixty (60) days of Client receiving the request, the Transaction will be considered valid and Client is obliged to pay the applicable Transaction Fee to Tradedoubler and the Publisher Commission.

6.5.   Transaction Fees and Publisher Commissions which have been paid by Client are not refundable.

7.   ADJUSTMENTS TO THE SERVICE

7.1.   Tradedoubler is entitled to modify, amend, change or terminate the Service or any part of the Service. Client shall be informed about such changes by e-mail to the Contact Person. Client shall have the right, in the event of material changes, to terminate this Agreement without notice within fourteen (14) days from the receipt of such e-mail.

8.   COMPETITION AND NON-SOLICITATION

8.1.   Except as may otherwise be agreed in writing, for the duration of this Agreement and for the subsequent three (3) months, neither Party will solicit directly or indirectly any person then employed or engaged on a consultancy basis (or who was employed or engaged within the preceding three (3) months) by the other Party who has been involved in activities to which this Agreement relates. This clause will not be understood to restrict either Party from hiring employees or consultants of the other Party who apply unsolicited in response to a general advertising or other general recruitment campaign. In the event of breach of this clause by a Party, that Party shall pay to the other an amount equivalent to twelve (12) months gross salary for the relevant employee from the date of employment with the breaching Party. The Parties acknowledge that this is a true estimate of their loss in respect of breach of this clause.

8.2.   Client shall not, except via Tradedoubler, for the duration of this Agreement and for six (6) months thereafter, enter into any online advertising, or other online commercial arrangements with any Publisher that has been recruited to the AFFILIATE MARKETING NETWORK Program through the Tradedoubler network.

9.   PREMATURE TERMINATION

9.1.   Either Party may terminate this Agreement by notice in writing if the other Party is unable to pay its debts as they fall due; if steps are taken to appoint a receiver, administrative receiver, liquidator or other similar officer or if other steps are taken to appoint such an officer or to wind up the Party (other than for the purposes of a solvent reconstruction or reorganisation) or if anything comparable to such situations occurs in relation to the other Party. Termination according to this Clause will not give rise to any right to damages or any other compensation for either of the Parties.

9.2.   If one of the Parties commits a material breach of this Agreement, which breach, if capable of being cured, is not cured within 30 (thirty) days after the Party was informed about the breach, the other Party may terminate the Agreement with immediate effect. Client may not terminate the Agreement with respect to other Tradedoubler Parties than that or those that have committed a material breach of the Agreement.

9.3.   Upon termination of the Agreement or at Tradedoubler's written request, Client shall return the original as well as all copies and partial copies of any software and other material (including without limitation any Confidential Information) provided by Tradedoubler under this Agreement.

9.4.   If one or more Tradedoubler Parties terminate the Agreement, it shall be deemed terminated only with regard to the terminating Tradedoubler Party (for international AFFILIATE MARKETING NETWORK Programs only).

10.   INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIAL INFORMATION

10.1.   Subject to clause 10.3, Client acknowledges that Tradedoubler is the owner or licensee of any and all copyrights, trademarks, know-how or any other rights subsisting in the Services and any software, Tradedoubler Documentation or materials provided in connection with the Services (together with any modifications or developments to the same made by either Tradedoubler or Client) as well as the Tracking and the information that Tradedoubler collects about Publishers and any information generated by the Service, such as data generated by visitors to web pages within Tradedoubler's network and any actions taken by such visitors when visiting such web pages.

10.2.   Client may not modify, adapt, lease, resell sub-license or otherwise distribute the Services or any software, Tradedoubler Documentation or materials provided in connection with the Services. Client shall not reverse-engineer the Services or any associated software, or decompile, disassemble or otherwise seek to derive the source code, or the structure, sequence or organisation, of any such software.

10.3.   Tradedoubler acknowledges that Client is the owner or licensee of any and all Intellectual Property Rights subsisting in Client Content and Client Data. Tradedoubler however retains the right to use Client Content and Client Data for

providing the Services (including for the avoidance of doubt auditing the Fees payable), research, technical development, analysis, promotional purposes or in any other reasonable way.

10.4.   Tradedoubler may, in its marketing activities, present Client as a reference (including Client's brand name and logotype).

10.5.   Each Party shall maintain the confidentiality of the other Party's Confidential Information. Neither Party shall reveal the Confidential Information of the other Party nor, without the prior written consent of the other, use, disclose, copy or modify such information except for the purpose of performing its obligations under this Agreement. The Parties shall take all precautions reasonably necessary to prevent an unauthorised disclosure or use of such information by employees or third parties. "Confidential Information" shall mean in relation to either Party, information (whether in oral, written or electronic form) belonging or relating to that Party, its business affairs or activities which is not in the public domain and which: (i) either Party has marked as confidential or proprietary, (ii) either Party, orally or in writing has advised the other Party is of a confidential nature, or (iii) due to its character or nature, a reasonable person in a like position to the recipient of such information under this Agreement, and under like circumstances would treat as confidential.

11.   DATA PROCESSING AND PROTECTION

11.1.   By entering into this Agreement, Client acknowledges that Client Data may be processed by Tradedoubler and subcontractors and agents of Tradedoubler in connection with the provision, support and maintenance of the Service (including transfer of Client Data from an EEA country to third countries). Client confirms that it is Client's obligation to inform its employees and customers of such processing of data and to ensure that such employees and customers have given their consent to such processing in accordance with applicable data protection legislation.

11.2.   Client will ensure that it is at all times compliant with all applicable privacy and data regulation, including, without limitation, regulation relating to Cookies.

11.3.   Data exchanged by the Parties under this Agreement may only be used for the purposes authorised under this Agreement. Tradedoubler will use, process and store all of the Client Data that it receives under this Agreement in accordance with this Agreement and any instructions provided by Client from time to time, and will use appropriate security measures in relation to such processing. Client acknowledges that Tradedoubler is a data processor in relation to the Client Data.

11.4.   The data processing agreement attached hereto as Appendix 2 includes further terms related to the processing of personal data.

12.   THIRD PARTY CLAIMS

12.1.   Client shall indemnify and hold Tradedoubler harmless from and against any losses, liabilities, demands, claims, costs and expenses incurred by Tradedoubler or awarded by a court of competent jurisdiction against Tradedoubler, as a result of or in connection with any claim or action brought by a third party that arises out of or relates to: (a) Client's infringement of the rights (including any Intellectual Property Rights) of any third party; (b) any improper, negligent or unauthorised use of the Services by Client; (c) Client's failure to comply with any applicable Data Protection Laws; (d) the sale, distribution or marketing of products or services on Client's web site; and (e) Client's contractual relationship with such third party. The indemnity in this clause shall not apply to the extent that any alleged infringement arises as a result of any breach of the terms of this Agreement or any negligent, wilful or fraudulent act or omission by Tradedoubler, its officers, employees, agents or contractors.

12.2.   Tradedoubler shall indemnify and hold Client harmless from and against any losses, liabilities, demands, claims, costs and expenses incurred by Client or awarded by a court of competent jurisdiction against Client, as a result of or in connection with any claim or action brought by a third party that arises out of or relates to Tradedoubler's infringement of the rights (including any Intellectual Property Rights) of any third party. The indemnity in this clause shall not apply to the extent that any alleged infringement arises as a result of any breach of the terms of this Agreement or any negligent, wilful or fraudulent act or omission by Client, its officers, employees, agents or contractors; any additions

or modifications made to the Services or the Documentation other than by Tradedoubler or with Tradedoubler's prior written approval; or the incorporation of Client Content in the Services.

13. LIMITATION OF LIABILITY

13.1. Nothing in this Agreement will be interpreted so as to limit or exclude either Party's liability for (i) death or personal injury caused by its negligence; (ii) the tort of deceit; or (iii) any liability which cannot be excluded or limited by law.

13.2. Save as provided for in clause 13.1, Tradedoubler does not accept, and hereby excludes any liability in negligence other than any such liability arising pursuant to the terms of this Agreement.

13.3. Subject to clause 13.1, Tradedoubler shall have no liability for any of the following loss or damage (whether such loss or damage was foreseeable, known or otherwise): (i) loss of revenue; (ii) loss of actual or anticipated profits (including loss of profits on contracts); (iii) loss of the use of money; (iv) loss of anticipated savings; (v) loss of business; (vi) loss of opportunity; (vii) loss of goodwill; (viii) loss of reputation; (ix) loss or corruption of, or damage to, data, systems or programs; or (x) any indirect or consequential loss or damage howsoever caused (including, for the avoidance of doubt where such loss or damage is of the type specified in this clause).

13.4. Tradedoubler shall bear no liability in relation to the use made by Publishers and visitors to Tradedoubler's or Publisher's website of the logos, banners, trademarks and other hypermedia links supplied by Client to Tradedoubler for the purposes of the AFFILIATE MARKETING NETWORK Program. As its sole obligation with respect to intrusion and fraud, Tradedoubler undertakes to take reasonable commercial measures to prevent unauthorised intrusion into Tradedoubler's computer systems. Tradedoubler cannot however guarantee that the measures taken from time to time will prevent every unauthorised access or "hacking" into Tradedoubler's systems and Tradedoubler shall have no liability for the consequences of such intrusion or "hacking". Tradedoubler does not provide or make any warranties or representations in relation to the quality or volume of the clicks, leads, sales or traffic (as applicable) resulting from the Services.

13.5. Tradedoubler shall have no liability for the performance of Publishers' web sites or Publishers' acts and omissions, nor for any errors or delays caused by telephony and data communication providers. Client acknowledges and accepts that the provision of Services contains elements of hosting services and/or communications, and that the provision of such Services might not be free from errors or uninterrupted.

13.6. For international AFFILIATE MARKETING NETWORK Programs, It is explicitly understood and agreed between the Parties that the liability of each Tradedoubler Party (including TradeDoubler AB) being a Party to this Agreement, is limited to the liability arising out of such company's delivery under this Agreement. Each Tradedoubler Party (including TradeDoubler AB) undertakes all the obligations and has all the rights of Tradedoubler set out herein unless otherwise stated, but limited always to the country or geographical area for which each Tradedoubler Party is responsible. Client undertakes in each instance to deal with the relevant Tradedoubler Party i.e. with the Tradedoubler Party situated in the country or geographical area for which it is responsible.

13.7. Tradedoubler's liability arising out of or in connection with this Agreement or any collateral contract, whether in contract, tort or otherwise shall not exceed 100 % of the fees payable in the year of the Agreement preceding the date on which the latest event giving rise to the loss occurred.

14. ASSIGNMENT

14.1. Tradedoubler may assign its rights and obligations under the Agreement to another company within the Tradedoubler group of companies. Furthermore, Tradedoubler shall have the right to sell its claims to a debt-collecting agency. Client may not assign its rights or obligations under this Agreement in whole or in part to any third party without the prior written consent of Tradedoubler, such consent not to be unreasonably withheld.

15. NOTICES

15.1. Unless expressly stated otherwise in this Agreement, any notices required to be given to or by either Party under this Agreement will be in writing and will be delivered or transmitted to the intended recipient's address as stated above or such other address as either Party may notify to the other. Any notice shall be deemed to have been properly served on delivery if delivered by hand and on completion of transmission if sent by facsimile or email.

16. MISCELLANEOUS

16.1. Each Party warrants that it is not in any way restricted, either by law, contract or otherwise from entering into this Agreement.

16.2. This Agreement contains all the terms agreed between the Parties regarding its subject matter, and supersedes all previous written or oral commitments, understandings or undertakings made between the Parties regarding

Tradedoubler's obligations and liabilities in respect of the supply or purported supply of, the failure to supply, or any delay in performing the Services.

16.3. Unless otherwise stated in this Agreement, any amendments or additions to this Agreement must be made in writing and signed by both Parties.

16.4. Client acknowledges and agrees that no representations were made prior to the entering into of this Agreement and that, in entering into this Agreement, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether Party to this Agreement or not) other than as expressly set out in this Agreement.

16.5. The invalidity or unenforceability of any term or any part of any term of, or any right arising pursuant to, this Agreement shall not affect the validity or enforceability of any other terms or rights or the remainder of any such term or right which shall continue in full force and effect except for any such invalid or unenforceable provision or part thereof.

16.6. In the event that any provision of this Agreement or part thereof should to any extent be or become invalid or unenforceable, the Parties shall agree upon any necessary and reasonable adjustments to the Agreement in order to secure the interests and objectives of the parties prevailing at the time of execution of the Agreement.

16.7. A person who is not a Party to this Agreement shall have no rights to enforce any term of this Agreement.

17. DISPUTES, GOVERNING LAW

17.1. Except as required by mandatory local law applicable in a jurisdiction where the Service are performed, this Agreement shall be governed by, and construed in accordance with the laws of Sweden (excluding its choice of law provisions). Any dispute controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The place of arbitration shall be Sweden. The language to be used in the arbitral proceedings shall be English. Any and all information disclosed during the arbitration procedure including the content of the award shall be kept confidential. Upon either Party's request, two or more disputes shall be cumulated and handled in one and the same proceeding.