

TERMS AND CONDITIONS OF SALE

ARTICLE 0 - DEFINITIONS

"Advertiser": any natural or legal person with a business registration number who, for professional purposes, seeks to purchase Advertising Space, for a limited period of time, in order to carry out an advertising campaign on the Publisher and/or Advertising Platforms.

"Advertiser's Brief": all elements sent by the Advertiser and/or Representative to MOWO in order for its campaign to be published online.

"Advertising Agency": MOWO or any company authorised by MOWO offering Advertising Space to Advertisers.

"Advertising Impression": page of a website or application that contains at least one of the Advertiser's advertising messages.

"Advertising Space": the space available for advertising, which is part of all the space sold by MOWO and which enables the Client to carry out a Campaign (e.g. displays, text links, interstitials, banners, pre-roll videos, etc.). This space may take one of several forms and may change at MOWO's instigation.

"Campaign": an advertising campaign produced by the Advertiser and/or Representative, which takes the form of publishing advertising messages on Advertising Space. These messages aim to directly or indirectly promote a company's good, service or brand.

"Client": an Advertiser or its intermediary, the Representative named in the purchase order, acting as a professional.

"Contract or Contract for the sale of Advertising Space": all contractual documents, including these Terms and Conditions of Sale (hereafter referred to as "TCS"), any Special Terms and Conditions of Sale (hereafter referred to as "STCS"), the Insertion Order (hereafter referred to as the "IO"), any other document referring to the TCS, and any document appended to the TCS or STCS, in particular commercial terms.

Cost Per Click or "CPC": price the Client must pay MOWO each time a user clicks on an advertisement.

Cost Per Completed View or "CPCV": price the Client must pay MOWO each time a user views an entire video.

Cost Per Engagement or "CPE": price the Client must pay MOWO for each engagement or interaction following the ordered advertising, to which the user was exposed.

Cost Per Install or "CPI": price the Client must pay MOWO for each user installation (of an application) on their Smartphone as a result of the advertising covered by these TCS.

Cost Per Thousand or "CPM": price the Client must pay MOWO for each thousand Advertising Impressions.

Cost Per Visit or "CPV": price the Client must pay MOWO for each visit to the Advertiser's website.

"External Websites": sites or applications that do not belong to MOWO but that have contracted MOWO to provide advertising services for them.

"Group of Advertisers": all companies that are part of a single group buying Advertising Space are deemed to form a Group of Advertisers; companies where 50% of the capital is owned by a single natural or legal person as at 1 January of the year the contract is signed are considered to be part of one Group of Advertisers.

"HTML5 Mobile Interstitial": full-screen advertising video in HTML5 format that appears on the Smartphone while the webpage loads.

Insertion Order or "IO": the document prepared and sent by the Advertising Agency and subsequently approved by the Client, which reflects the agreement the parties (the Client and the Advertising Agency) have reached following a request for Advertising Space issued by the Client in accordance with available Advertising Space. This document is a purchase order and binds both parties mentioned above.

"Native Mobile Video": the natural integration of brand content in a media stream in the form of a video for Smartphone.

"Mobile Display Banner": a rectangular image, which may be animated or static, and is placed at the top or bottom of the page on a Smartphone device for advertising purposes.

"Publisher and/or Advertising Platform(s)": MOWO's WAP portal, webphone portals and applications, all other external mobile web applications and websites, and search engines under contract to MOWO.

"Pre-roll Mobile Video": internet video advertising format displayed between 10 and 20 seconds before video content (film trailers, programmes, catch-up TV, etc.) is viewed on a Smartphone device.

"Pre-roll Tablet Video": internet video advertising format displayed between 15 and 30 seconds before video content (film trailers, programmes, catch-up TV, etc.) is viewed on a Tablet device.

"Representative": any natural or legal person with a written authorisation established in accordance with the provisions of the French Law of 29 January 1993, known as the "Sapin Law", or in accordance with any replacement or additional text, is considered the Advertiser's Representative.

"Smartphone": computer, audiovisual or telecommunications equipment in the form of a telephone, which can be used while on the move without needing to be plugged in.

"Static Mobile Interstitial": full-screen static advertising image that appears on the Smartphone while the webpage loads.

"Tablet": flat mobile computer in the form of a touchscreen with or without a keyboard.

"Tablet Display Banner": a rectangular image, which may be animated or static, and is placed at the top or bottom of the page on a Tablet device for advertising purposes.

ARTICLE 1 – GENERAL PROVISIONS

1.1 Acceptance

The Client declares that they have read and unconditionally accepted the Terms and Conditions of Sale before placing an order.

1.2 Subject

These Terms and Conditions of Sale (TCS) describe the rights and obligations of MOWO and the Client with respect to the sale of Advertising Space on Smartphones, Tablets and the web.

These contractual provisions apply to products delivered and billed to purchasers residing in metropolitan France and abroad.

If MOWO performs a service, the purchaser is deemed to have unconditionally accepted these TCS.

The fact that MOWO does not invoke one of these TCS at a given time and/or the fact that the Client breaches one of their obligations under the TCS shall not be interpreted as a waiver by MOWO of its right to invoke these terms and conditions at a later date.

1.3 Contractual provisions

The nullity of one contractual clause shall not affect the validity of the other TCS.

1.4 Modifications to the TCS

MOWO reserves the right to modify the TCS at any time.

The applicable TCS are those in force on the date the Client places their order.

ARTICLE 2 – ORDERS

2.1 Definitive nature of orders

The Client sends MOWO a booking request for Advertising Space on a Publisher and/or Advertising Platform for a specific Campaign. MOWO records bookings depending on availability and provides the Client with an Insertion Order (IO) confirming all or part of the initial request. A booking that has been confirmed by the issuing of an IO is valid up until eighteen (18) working days before the date scheduled for sending the Advertiser's Brief. If, after this period, the IO has not been accepted and a signed copy returned by the Client, the booking lapses and MOWO may sell the Advertising Space to a third party.

Any order signed by the Client constitutes a definitive and binding sale, subject to its acceptance by MOWO.

2.2 Approval or cancellation of an Insertion Order

2.2.1 Approval of an Insertion Order

The Insertion Order (IO) is drafted and issued by MOWO. A Contract shall be established between the parties once the IO has been duly signed, dated, stamped, marked with the word "approved", and returned by the Client to MOWO by fax or post at the latest eighteen (18) working days before the

date scheduled for sending the Advertiser's Brief.

2.2.2 Cancellation of an Insertion Order

Unless the parties specifically agree otherwise, the Client cannot cancel an IO while it is being performed (in other words, while the Campaign is underway). To be accepted, cancellation or postponement requests must be made in writing fifteen (15) working days before the Campaign is published online. This period may be reduced to ten (10) working days before the Campaign is published online if the entire budget is reinvested in the same platform (advertising banners or sponsored links) in the month following the date the Campaign was originally scheduled to be published online. In other situations, the entire Campaign amount shall be billed and payable. The Advertising Space cancelled by the Client is once again available to MOWO. If the technical elements required for a Campaign have not all been sent to MOWO four (4) working days at the latest before the Campaign is launched, the Launch Order shall lapse and the entire Campaign amount shall be billed and payable.

2.2.3 Modifications to Advertising Space

Advertising Space characteristics meet specific criteria that are subject to change. If Advertising Space undergoes substantial modifications, the Advertiser shall be informed at least ten (10) working days before the Campaign's planned launch date. In this situation, the Client may cancel the Campaign launch within two (2) days of being notified of the modification by e-mail. After this period, the Client shall be deemed to have accepted all modifications.

ARTICLE 3 – CONTENT OF THE ADVERTISING CAMPAIGN

3.1 Intellectual property

The Client declares:

- That they hold all the rights required to establish this Contract
- That they hold all the intellectual property rights required to use logos, brands, drawings and creations contained in the advertising messages published in the Advertising Space and on the website accessed after re-routing through the Advertising Space
- That these elements, and the products and/or services promoted under the Contract, do not affect the rights of third parties. In particular, they must not breach copyright, compete unfairly or pass off pre-existing works; nor must they breach third-party intellectual property rights such as copyright, patents and brands.

The Client authorises MOWO, on a non-exclusive and worldwide basis, to use, reproduce, represent, adapt and make publicly available all or part (visuals, logos, etc.) of the banners, sponsored links and other display elements offered as part of the Campaign, for the purpose of performing this Contract and promoting the Advertising Agency's activities.

The Client expressly guarantees MOWO against penalties or claims of any sort that may be issued by third parties or authorities, without limit. Consequently, the Client agrees to pay any expenses arising as a result of legal or non-legal action launched by a third-party against MOWO, as well as any compensation or penalties to be borne by MOWO.

Furthermore, the advertisement is under the sole liability of the Advertiser, who guarantees that it has personally obtained all the necessary rights and authorisations to launch the Campaign and subsequent operations, including when it has authorised a third party to complete these tasks.

3.2 The Client's other liabilities and guarantees

The Advertiser guarantees MOWO that its Campaign does not violate any applicable law, regulation and/or rule in force (in particular those governing advertising, intellectual property, the use of the French language and personal data collection); any third-party right (personality rights, intellectual property rights, corporate name rights, trade name rights and domain name rights); or any code of professional ethics.

The Advertiser also guarantees MOWO against any proceeding and/or action launched by a natural or legal person for any reason as a result of publishing the Advertiser's advertisements on the Publisher and/or Advertising Platforms. Consequently, the Client agrees to pay any expenses arising as a result of a transaction, legal or non-legal action launched by a third-party against MOWO, and any compensation or penalties to be borne by MOWO.

MOWO therefore reserves the right to refuse a Campaign, or to cancel a Campaign that is already underway, without this entitling the Client to any compensation, in the following circumstances:

- When the Campaign's nature, text, presentation or choice of key words would be likely to lead persons to protest, in particular because it goes against moral principles; it violates human dignity; it encourages discrimination, hatred, violence, racism, etc.; or it breaches laws and regulations in force, especially those on advertising and intellectual property.
- When the Campaign does not directly and exclusively concern the fields, products or services mentioned in the Advertiser's Brief, or when the Campaign substantially differs to that featuring in the Advertiser's Brief.

If MOWO refuses to launch the Advertiser's Campaign for any of the reasons listed above, the Advertiser shall be informed at the latest four (4) working days after the technical elements have been received. To benefit from the original Advertising Space, the Advertiser must suggest a new version of the Campaign within two (2) days.

If the Advertiser decides not to suggest a new Campaign, it must inform MOWO within one (1) working day after being notified by e-mail that its Campaign has been refused.

If the services and content of the website promoted by the Advertiser change during the Campaign, MOWO reserves the right to suspend the Campaign, without the Advertiser and/or Representative being entitled to any compensation as a result. MOWO shall inform the Advertiser that the Campaign has been suspended.

In this situation, all billable sums remain due. If the Advertiser is unpublished two (2) times for one of the reasons listed above, MOWO reserves the right to refuse a third Campaign.

If the services and content of the website promoted by the Advertiser change during the Campaign, MOWO reserves the right to suspend the Campaign, without the Client being entitled to any compensation as a result. MOWO shall inform the Client that the Campaign has been suspended. In this situation, all billable sums remain due.

ARTICLE 4 – TECHNICAL INTEGRATION METHODS

4.1 Compliance of a Campaign's technical elements

The technical elements required to publish a Campaign (text for advertising links, redirection URLs, billboards, advertising films, etc.) must all be sent to MOWO four (4) working days at the latest before the Campaign's scheduled publication date. If the Advertiser does not meet this requirement, it must take the necessary steps at least three (3) working days before the Campaign starts. If the Client is

informed that technical elements are non compliant, it must make the necessary changes to ensure compliance within twenty-four (24) hours. After this period, the launch of the Campaign is no longer guaranteed and shall be postponed or cancelled. In this situation, the Client is notified and must pay the total amount due for Advertising Space. If the advertising URL does not work for technical reasons imputed to MOWO, the URL shall not go live. In this situation, MOWO shall notify the Advertiser of the technical reasons behind this decision. The IO shall be cancelled.

4.2 URL redirects

The root of the URL redirect must be identical to the active root declared to MOWO. Any changes to the parameters of the URL as recorded by MOWO are under the Advertiser's sole liability. Non-compliant websites shall not be published online. MOWO does not guarantee technical support to Advertisers. The impact of any changes to URLs, URL parameters or return URLs on the proper functioning of the service is at the Advertiser's expense, in addition to the fee due under the Contract, and under the Advertiser's sole liability.

Furthermore, if the URL redirect declared by the Client to MOWO does not work or does not redirect to the Advertiser's website, MOWO may, if it sees fit to do so, cancel the Campaign's publication and the related IO at the Advertiser's expense. In this situation, the Advertiser shall owe MOWO all fees due under the Contract.

ARTICLE 5 – FEE CONDITIONS

5.1 Fees

The price of Advertising Space sold on Publisher and/or Advertising Platforms is calculated using the base fee in force on the date the Client signs the IO. This fee is subject to change. The Client may cancel the Campaign launch within two (2) days of being notified of the new fees. The new fees are legally enforceable against the Client eight (8) days after it has been notified of the new fees.

As at 1 January 2015, the applicable fees per unit are as follows:

- Pre-roll mobile video: €100
- Pre-roll tablet video: €150
- HTML5 mobile interstitial: €100
- Static mobile interstitial: €80
- Mobile display banner: €50
- Tablet display banner: €100
- Native mobile video: €100

The prices mentioned above are per unit, in euros and exclude taxes. They are subject to VAT at the rate in force on the billing date. All rights, levies and taxes collected during the Campaign are at the Client's expense.

5.2 Billing

Unless expressly mentioned otherwise in the IO, MOWO shall issue and send bills to the Client in the month following the last day the advertisement was published. The Client must pay each bill by bank transfer or cheque within sixty (60) days of receiving it.

Notwithstanding the provisions above, MOWO may accept or request specific payment conditions or refuse an IO if there have been previous payment issues, if there is an unacceptable risk of the Client becoming insolvent, or if there are specific difficulties with respect to debt collection.

In this situation, MOWO may ask the Client to respect the following payment conditions:

- Payment of a 50% deposit the day the IO is signed
- Payment of the remaining 50% on the first day the advertisement is published.

The Client acknowledges and accepts that the Campaign statistics recorded by MOWO or its Representative shall be considered official, contractual and definitive data by MOWO and the Client.

Unless the parties agree otherwise, payments shall be made by bank transfer to the account of the company that issued the bill (the Client is liable for all transfer fees).

Any failure by the Advertiser to pay all or part of the sum owed on the due date shall automatically give rise to a fixed fee for debt collection costs set at forty (40) euros, in addition to any legal fees that may arise.

Furthermore, any failure by the Advertiser to pay all or part of the sum owed on the due date shall automatically give rise to late payment interest for each day the payment is late at a rate equal to the European Central Bank's refinancing rate, revised every six months, in force on the date the bill was issued, plus 10 percentage points, provided the Advertiser is given notice by way of registered letter with proof of receipt and fails to respond within eight (8) days.

The notice period mentioned above automatically renders all outstanding sums immediately payable.

Any claims or disputes regarding sums billed must be submitted in writing by the Advertiser or Representative to MOWO within eight (8) days of billing. Under no circumstances does disputing part of a bill defer the payment of the non-disputed part.

Failing this, the Advertiser or Representative shall be deemed to have waived their claim or dispute. If an Advertiser makes a late payment, MOWO reserves the right to refuse any new IO issued by this Advertiser, or to apply the specific payment conditions mentioned above before performing the IO.

ARTICLE 6 – SUSPENSION AND TERMINATION

Should the Client breach any of its obligations under these Terms and Conditions of Sale (TCS), MOWO may ask it to remedy this breach by giving notice in the form of a registered letter with proof of receipt. If the Client does not remedy this breach, MOWO may suspend the Campaign three (3) days after reception of the registered letter, or terminate the Contract five (5) days after reception of the registered letter, without prejudice to any damages or interest due as a result.

In the event the Contract is suspended, and for the duration of this suspension, the Advertiser remains liable for all sums due for the Campaign.

MOWO may automatically terminate the Contract without notice, without the Client being entitled to any compensation, in the following situations:

- On the date a receiver implicitly or explicitly makes a statement against continuing the Contract, in the event the Client is put into receivership.
- On the date of the ruling putting the Client into liquidation, if this is the outcome of the receivership proceedings mentioned above. MOWO reserves the right to suspend or cancel a Campaign that has been scheduled or is underway following the suspension or termination of the Contract to which the Advertiser is a party. All sums due for a Campaign underway on the date the Contract is suspended or terminated remain due.

ARTICLE 7 – CONFIDENTIALITY

Each party shall strictly respect the confidentiality of information concerning the other party in accordance with rules and practices covering trade secrets. Neither party must pass any form of information concerning the other party or the Contract to third parties, either against payment or free of charge, unless they have received prior written consent from the other party naming the beneficiary or beneficiaries of the information and its content. This applies for the duration of the Campaign and for a period of eighteen (18) months after the Campaign ends, for whatever reason.

ARTICLE 8 – EXCLUSIONS AND LIMITATIONS ON LIABILITY

MOWO provides no guarantees and excludes all liability with respect to the Campaign's success, results, use of Advertising Space and choice of key words, especially in view of intellectual property rights. In no situation shall MOWO be liable for indirect damage or losses, including a loss in turnover as a result of a technical malfunction, in particular of its platforms.

In the event of direct damage, MOWO's liability shall not exceed the price of the Campaign as paid for by the Client.

ARTICLE 9 – FORCE MAJEURE

Neither of the parties shall be liable for breaching an obligation under the Contract if this breach is caused by a government decision (including the withdrawal or suspension of an authorisation affecting MOWO), fire, a declared state of war, civil war, terrorist acts, general strikes and, generally speaking, any other situation of force majeure as defined by jurisprudence in the French Court of Cassation.

The party prevented from performing its obligations by a situation of force majeure must immediately inform the other party that a situation of force majeure has occurred. The parties shall then take steps to minimise the consequences of this event. Nevertheless, should the situation last longer than one (1) month, the Contract may be terminated by the first party to take action, without any compensation being owed to the other party as a result.

ARTICLE 10 – NON-TRANSFERABILITY

The Client may not sell, assign or transfer to any physical or legal person, including a parent company, a sister company or a subsidiary company, any of the rights granted under this Contract.

ARTICLE 11 – PERSONAL DATA

The parties hereby declare that they have taken all necessary steps to protect personal and nominative data and to respect all legal and regulatory provisions governing the protection of personal and nominative data, as well as the rights of the persons concerned.

In particular, the Client agrees to respect Article 32-II of the French Law of 6 January 1978, as modified by French Order no. 2011-1012 of 24/08/2011. The Client shall ensure that Campaigns sent to MOWO to be published on the Advertising Space comply with this article. If the Campaigns do not comply with Article 32-II of the above law, the Client agrees to compensate MOWO for any damage or harm resulting from this non-compliance.

ARTICLE 12 – DISPUTE SETTLEMENT

The Contract is governed by French law. Insofar as possible, any dispute arising under this Contract must first and foremost be settled by way of amicable negotiations between the parties. If an amicable settlement cannot be reached within one (1) month of the first party to take action sending a registered letter with proof of receipt to begin negotiations, the following provisions shall apply.

Any dispute arising as a result of the interpretation or performance of this Contract shall be subject to the express jurisdiction of the competent authorities at the Court of Appeal in Paris.

ARTICLE 13 – NULLITY

If one or several of the provisions in this Contract are deemed invalid, or declared invalid following the application of a law, regulation or final decision by a competent authority, the Contract's other provisions shall retain their full force and effect.

The parties agree to replace the clause deemed null and void with a clause that is as close as possible to the clause that was originally agreed on.

ARTICLE 14 – NOTIFICATIONS

The parties shall correspond in writing. This correspondence shall be signed by a duly authorised person, and must be sent to the other party's head office.

If the Contract provides for correspondence with MOWO, this correspondence may be sent to the following e-mail address: julien@mowomedia.com.

Notifications giving notice must be sent by way of prepaid registered letter with proof of receipt. Unless the parties agree otherwise, the periods mentioned in this Contract run from the date the notification is first presented.

ARTICLE 15 – OTHER PROVISIONS

15.1 This Contract cancels and replaces any previous written or spoken agreements, proposals and communications between MOWO and the Client.

15.2 The fact that one of the parties does not, at any given time, demand the strict performance of a provision or condition by the other party under this Contract does not constitute a definitive waiver of its right to exercise this right.

15.3 In the event of a discrepancy between the appendices and these terms and conditions, the latter shall prevail.

15.4 This agreement was originally written in French and translated into English for information purposes. Should there be any discrepancies between the French and English versions, the French version shall prevail.