

## ALEPH TERMS AND CONDITIONS FOR MENA

### 1.INTERPRETATION

- 1.1. "**Account Summary**" means the account details for the Client as provided by Aleph.
- 1.2. "**Ad**" means the advertising campaigns placed by the Client to promote its brands and/or services, or -if applicable- the End Advertiser's brands and/or services.
- 1.3. "**Advertising Materials**" means artwork, copy, or active URLs for Ads.
- 1.4. "**Affiliate**" means, as to an entity, any other entity directly or indirectly controlling, controlled by, or under common control with, such entity.
- 1.5. "**Agreement**" means the Advertising Services Agreement and its schedules (including any annexes, attachments and appendices (if any)) and any other documents expressly incorporated into this Agreement, as amended from time to time in accordance with the terms thereof.
- 1.6. "**Aleph**": has the meaning set forth in the Information Table.
- 1.7. "**Authorized Account Managers**" means the names and emails authorized by Client to submit BOs.
- 1.8. "**Booking Order**" or "**BO**" means a document validly issued by the Client as specified under section 3.2.2.3.
- 1.9. "**Client**": has the meaning set forth in the Information Table.
- 1.10. "**Deliverables**" means the inventory delivered (e.g., impressions, clicks, acquisition, lead, per day, per time, per install, per view, or other desired actions) and quantity.
- 1.11. "**End Advertiser**": if the Client is a Media Agency, means the end client on whose behalf the Client places the Advertising.
- 1.12. "**Fund Request**" means the request to fund a Direct Access Account which includes the Platform Account ID, payment type, and funding amount for the Client.
- 1.13. "**IO**" or "**Insertion Order**" means a mutually agreed insertion order that incorporates these terms, under which Aleph will deliver Ads on Platforms for the benefit of Client.
- 1.14. "**Order**" means IO or Booking Order, as the case may be.
- 1.15. "**Media Agency**": means a Client who is a third-party intermediary that has been appointed by the End Advertiser to place Ads on the End Advertiser's behalf.
- 1.16. "**Parties**" or "**Party**" Aleph and Client may be referred to collectively or individually.
- 1.17. "**Platform**" means any of the Platforms set out in the Information Table.
- 1.18. "**Platform Terms and Conditions**", "**Platform T&C**" or "**T&C**" means the Platform's terms and conditions which may be set out in the Information Table, communicated by Aleph, or as otherwise available on the Platform's website as may be amended by the Platform from time to time.
- 1.19. "**Policies**" means the Platform advertising policies which may be set out in the Information Table, communicated by Aleph, or as otherwise available on the Platform's website as may be amended by the Platform from time to time.
- 1.20. "**Public**" shall mean any party that views an Ad.
- 1.21. "**Services**" means the services carried out by Aleph under these terms as set out under Section 3 (Account Management).
- 1.22. When a reference is made in this Agreement to a Section or Schedule, such reference shall be to a Section of, or a Schedule to, this Agreement unless otherwise indicated. The table of contents and headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words "include", "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation". The words "hereof", "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. All terms defined in this Agreement shall have the defined meanings when used in any other document made or delivered pursuant hereto unless otherwise defined therein. The definitions

contained in this Agreement are applicable to the singular as well as the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such term. Any agreement, instrument or statute defined or referred to herein or in any agreement or instrument that is referred to herein means such agreement, instrument or statute as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes and references to all attachments thereto and instruments incorporated therein.

## **2.APPOINTMENT**

2.1. The Client hereby appoints Aleph to render the Services on a non-exclusive basis as agreed between the Parties in this Agreement, and any corresponding Orders. Use of Aleph' Services invokes this Agreement and its terms and Client acknowledges and agrees that they are bound hereby.

2.2. If the Client is a Media Agency placing Advertising on behalf of an End Advertiser, the Media Agency shall submit to Aleph all required information regarding the End Advertiser (including, without limitation, the End Advertiser's legal entity name, country of incorporation, tax identification number and contact details). Aleph shall determine and inform the Client how the End Advertiser's information should be provided. Aleph may refuse to provide services if it reasonably believes that its association with the End Advertiser may cause reputational or other damage to Aleph or the owner of any of the Platform(s).

## **3.ACCOUNT MANAGEMENT**

### **3.1. DIRECT ACCESS ACCOUNT**

3.1.1. For certain platforms, Aleph may provide Client with access to ad accounts associated with a credit line for direct publication on a Platform ("**Direct Access Account**" or "**Self Managed Account**"). Access to the Direct Access Account is identified by the Ad Account ID specified in the Account Summary.

Aleph will have the sole authority to adjust the budget allocated to a Direct Access Account held by the Client, based on the instruction of the Client's Authorized Account Managers via a signed Fund Request. Client is explicitly forbidden from increasing the budget directly or without the intervention of Aleph, regardless of whether the Platform itself permits the Client to do so. Aleph will not proceed with increasing the budget without a Fund Request. In the event that Client does not comply with the provisions of this section 3.1.2, Client agrees to pay Aleph the amount that Client incurred without the need for an additional Booking or Insertion Order.

3.1.2. For the avoidance of doubt, Client may freely reallocate the budget between the different Direct Access Account Platforms set out in the Account Summary.

3.1.3. The Services offered through the use of the Platform are of restricted access, which means access will be granted only to those Clients which Aleph page created on the Platform is linked to the Aleph' account. Once the Aleph page has been linked, Client will be informed about their link to the account (the "**Account**") via email. Client shall password protect the Account and enable two-step verification (if available). Once registered, Client agrees to preserve the confidentiality of his Account ID and associated access details. Client will be responsible for the use of the Direct Access Account and operation carried out with his Account ID, and agrees to indemnify and hold harmless Aleph for all costs, expenses, damages, and fees (including, without limitation, reasonable attorneys' fees, and other legal fees, when applicable) that Aleph may incur as a direct or indirect consequence of any access to the Services and/or operations carried out with that Direct Access Account ID. In the event that more than one user is enabled to enter the Direct Access Account, Client will be responsible for immediately revoking access from any user who ceases to have authorization from Client to operate on his behalf, being Client exclusively responsible for any damage caused by the breach of said obligation.

3.1.4. Client shall notify Aleph immediately of any unauthorized use or theft of Client's password or any other violation of the security of Client's permit to use the Direct Access Account, and to provide pertinent documented proof reasonably requested by Aleph in this sense. Likewise, Aleph will not be responsible for any loss incurred by client as consequence of the use of the Direct Access Account by a third party, whether this has happened with or without the Client's knowledge or consent. However, Client will be responsible for any loss incurred by Aleph or any third party as consequence of the use of the Direct Access Account by a third party.

3.1.5. The use of the Direct Access Account(s) implies the express, full, and unreserved acceptance of the associated Platform's Terms and Conditions, imposed by the Platform. Client will use the Direct Access Account in accordance with the Platform T&C and any other additional policy, obligation and/or condition imposed by the Platform on users of Direct Access Account. It is the Client's responsibility to periodically review the Platform T&C. The use that Client makes of the Direct Access Account will be understood as a tacit acceptance of the Platform T&C.

3.1.6. Any attempt of unauthorized access to any part or content of the Direct Access Account, or to any other system or network connected or linked to the Direct Access Account, is prohibited, whether through hacking, cracking, imitation of passwords or any other illegitimate means. Client may not use the Direct Access Account for any purpose that is illegitimate or prohibited under the Platform T&C or request the development of any illegal activity or any other activity that infringes the rights of Aleph or the Platform. The Client acknowledges that the Direct Access Account may automatically be blocked by the Platform in case of suspicious activity or hacking.

3.1.7. Aleph may withdraw or temporarily or permanently suspend the permission to use the Direct Access Account from Clients who, in the sole discretion of Aleph, have violated or are presumed to have violated the T&C, or for any other reason that Aleph considers to be in violation of morality, customs, good professional or commercial practices, or are harmful to Aleph, the Platform or third parties. Said act may be exercised in addition to other type of remedies or decisions contemplated in the T&C and the applicable regulations.

3.1.8. Nothing in this Agreement shall constitute a license to or a transfer of any ownership rights to the Client with respect to the Platform, and the Platform shall own all proprietary and intellectual property rights in its own Platform, including any data relating to the usage of the Platform by users.

## **3.2. MANAGED**

3.2.1. Aleph shall assign an account manager to facilitate the communication between the Parties and to monitor the progression of each Party's obligations under the Agreement. The assignment of each account manager will be in the sole discretion of Aleph.

### **3.2.2. BOOKING AND INSERTION ORDERS**

3.2.2.1. From time to time, Aleph and Client may execute IOs that will be accepted as set forth below. As applicable, each IO will specify (i) the type(s) and amount(s) of Deliverables, including the desired Platform, (ii) the price(s) for such Deliverables and the foreign exchange rate (if applicable), (iii) the maximum amount of money to be spent pursuant to the IO, and (iv) the start and end dates of the campaign. Other items that may be included are, but are not limited to, reporting requirements, any special Ad delivery scheduling and/or Ad placement requirements, and specifications concerning ownership of data collected.

3.2.2.2. Each IO shall be signed by a duly authorized officer of the Client. Client represents and warrants that the execution and delivery of IOs will be by parties who have been duly authorized and signed by a person who meets statutory or other binding approval to sign on behalf of the Client, as named in this Agreement.

3.2.2.3. Alternatively, Client may issue Booking Orders ("**BOs**") for each campaign. Each BO must contain, at minimum, (i) the desired Platform (ii) the campaign details including the budget, targeting details, and split of budget by targeting, where applicable, and (iii) the start and end dates of the campaign. BOs issued in local currency will be subject to the foreign exchange rate determined by Aleph and communicated to Client via email from time to time. BOs issued by the Client must be generated with a unique numerical identifier or serial number and must be sent to Aleph from one of the Authorized Account Managers emails set out in in this Agreement. In the event that a Client's generated BOs do not include serial numbers, Aleph shall provide a BO which shall be signed by a duly authorized officer of the Client.

3.2.2.4. Client represents and warrants that the execution and delivery of BOs to Aleph will be by parties who have been duly authorized to issue BOs by the Client and meets statutory or other binding approval to sign or stamp on behalf of the Client.

3.2.2.5. Upon submission of a valid Order, Aleph will make commercially reasonable efforts to notify Client if the specified inventory is not available. Acceptance of the IO will be deemed the earlier of (i) written (which, unless otherwise specified, for purposes of this Agreement, will include e-mail communication) approval of the IO by Aleph, or (ii) the display of the first Ad impression by the Platform, unless otherwise agreed on the IO. Notwithstanding the foregoing, modifications to the originally submitted IO will not be binding unless approved in writing by both Aleph and Client.

## **4. CONTENT**

### **4.1. ADVERTISING MATERIALS**

4.1.1. Client will submit Advertising Materials in accordance with each Platforms' then-existing Policies, including any technical specifications which may be found on the Platforms' website or made electronically accessible by Aleph to Client from time to time.

4.1.2. Client shall not submit nor attempt to submit to a Platform (or Aleph) any Ads or destinations that are (a) in violation of any applicable law, rule, code, or regulation; (b) obscene, pornographic, defamatory or deceptive; (c) promote or advertise religious causes, or political causes; or (d) that otherwise conflict with any Policies of the Platform (collectively, the **"Prohibited Content"**). Aleph reserves the right to suspend or cease delivery of Ads to the Platform that contains Prohibited Content. For any Advertisers or Ads which may be subject to age restrictions, the Client must notify Aleph at the time such Order is submitted to Aleph.

4.1.3. In the event that the Ads are, for any reason whatsoever, are cause for complaint to, or investigated by the competent authority, or found to violate any applicable laws and/or regulations, the Platform or Aleph may reject, suspend, or terminate the display of the content, demand the modification of the content, suspend or prohibit the display of the content, suspend/restrict the use of the Client's Accounts (whether managed or Direct Access), deduct an amount from Agency's account to compensate user losses and any other reasonable expenses. Additionally, the Network Platform may, in its sole discretion, deduct all the balance of the Agency's account as liquidated damages or freeze the Agency's account, or deduct expenses to settle disputes and compensate for losses or deduct the balance of your account as liquidated damages.

4.1.4. Aleph reserves the right within its discretion to reject or remove from the Platforms any Ads for which the Advertising Materials, software code associated with the Advertising Materials (e.g. pixels, tags, JavaScript), or the website to which the Ad is linked do not comply with the Platform's Policies, or that in Aleph' sole reasonable judgment, do not comply with any applicable law, regulation, or other judicial or administrative order. In addition, Aleph reserves the right within its discretion to reject or remove from the Platforms any Ads for which the Advertising Materials or the website to which the Ad is linked are, or may tend to bring, disparagement, ridicule, or scorn upon Aleph, the Platform, or any of its Affiliates.

4.1.5. In the event that the Ads are, for any reason whatsoever, are cause for complaint to, or investigated by a competent authority, or found to violate any applicable laws and/or regulations, the Platform and/or Aleph may, in addition to the remedies set out above, demand the modification of the content, suspend/restrict the use of the Client's service, deduct an amount from Client's account to compensate user losses and any other reasonable expenses.

4.1.6. Client shall be liable for any delays, errors, or under-delivery resulting from Advertising Materials that are damaged, late, or non-compliant with this section 4.1 or any Policies. For the avoidance of doubt, to the extent that Aleph is unable to launch a campaign as of the start date indicated on an IO as a result of any of the foregoing, Aleph shall not have any liability for any under-delivery or any obligation to extend the campaign period set forth in any Order.

## 4.2. AD PLACEMENT AND POSITIONING

4.2.1. Aleph, where applicable, will comply with the ad placement specifications set out in the Orders, including all Ad placement restrictions. Aleph shall use commercially reasonable efforts to provide Client with notice of any material changes to a Platform that would change the target audience or materially affect the size or placement of the Ad specified on the Order. Unless otherwise specified in the Policies, Client's sole remedy for such change shall be the cancellation of the remainder of the affected placement. Any cancellation policies or fees applied by the Platform shall apply.

4.2.2. Client understands that unless otherwise expressly agreed between the Parties, the positioning of Ads on the Platform is at the Platform's absolute discretion, and the Platform may display ads for any product or business which competes with an Advertiser's business.

## 4.3. LICENSE

4.3.1. Client acknowledges and agrees that Aleph does not participate, control, or intervene in the Advertising Materials published by Client or provided to Aleph for publication on a Platform. Consequently, Client acknowledges, guarantees and accepts that the Advertising Materials is their property and/or has the necessary authorizations and/or licenses and/or permits and fully complies with the current applicable regulations, agreeing to indemnify and hold harmless Aleph for all costs, expenses, damages or losses (including reasonable attorneys' fees) that Aleph may incur or may suffer as a direct or indirect consequence of the Advertising Materials provided by Client.

4.3.2. In case of Managed Accounts, Client grants Aleph, for the purpose of fulfilling its obligations under this Agreement and any corresponding Orders, a non-exclusive, perpetual, irrevocable and worldwide license to copy, store, display, print and distribute any and all Advertising Materials provided by Client, including but not limited to photographs, artwork, text and graphics, in any media, presently known or unknown, including but not limited to the Platforms set out in the Orders and in any archival retrieval system whether that information is digitally stored or stored on any other media. Aleph has no obligation to return any material (including Advertising Materials) submitted to Aleph by the Client or any other party and Aleph shall have no liability for its loss or destruction.

## 5. PAYMENT AND TAXES

5.1. Client will make payment thirty (30) days from the invoice date, or as otherwise agreed in the Information Table. Any and all amounts due and not paid within the aforementioned period will bear a late payment interest fee calculated at a monthly rate in accordance with local law from the due date of such amount, if applicable.

5.2. Each Party shall be responsible for paying any taxes, fees and charges imposed by law on such Party in respect of transactions and payments under this Agreement, save that, in the event that the Client is incorporated outside the Territory and withholding taxes or deductions are levied by a local tax authority of the Client's country of incorporation in respect of the payments due by Client to Aleph under this Agreement, then Client shall be responsible for such taxes and shall make the payments without any deduction to Aleph, grossing up the amount paid to ensure that Aleph receives the same total amount that it would have received if no such withholding or deduction had been required.

5.3. If applicable, Aleph shall be entitled to add VAT, at the applicable rate imposed by law, if any. Client shall pay the VAT at the applicable rate in respect of any such payments following the receipt of a valid VAT invoice in the appropriate form issued by Aleph in respect of those payments.

5.4. In case of tax exemptions, Aleph shall provide the client with certificate(s) of tax exemption (where applicable) as a proof of exemption to the Client along with the invoice.

5.5. In the event of an increase or decrease in the United States Dollar ("USD") selling rate against the local currency of more than five percent (5%), the updated foreign exchange rate will be automatically applied by Aleph (upon email notification to the Client) against any amounts spent on the campaign after the email notification date.

### 5.6. PRE-PAID DIRECT ACCESS ACCOUNTS

5.6.1. The Client may fund a Prepaid Direct Access Account by making payment in advance of consumption (a "**Prepaid Amount**"). To fund the Account, Client shall submit to Aleph (a) a duly executed Fund Request and (b) the SWIFT message associated with the Fund Request Amount. Aleph is entitled to verify receipt of the funds before funding the Account.

5.6.2. Aleph will have the sole authority to adjust the budget allocated to a Prepaid Direct Access Account based on the instruction of the Client's Authorized Account Managers via a signed Fund Request. Client is explicitly forbidden from increasing the budget directly or without Aleph's approval, regardless of whether the Platform itself permits the Client to do so. Aleph will not proceed with increasing the budget without a Fund Request. In the event that Client does not comply with the provisions of this section, Client agrees to pay Aleph the amount that Client spent without the need for an additional booking or Insertion Order.

5.6.3. Client is entitled to request a refund of the unused portion of the Prepaid Amount if such Prepaid Amount is greater than the spend of the Client's Account in accordance with this Agreement.

5.6.4. On the first day of each calendar month, Aleph will determine and communicate the foreign exchange rate via [ar.mena@alephholding.com](mailto:ar.mena@alephholding.com) to Client. This rate will be used in converting Client's total spend during the month from Account's foreign currency to billing currency, subject to any changes in accordance with Section 5.5.

### 5.7. POST-PAID DIRECT ACCESS ACCOUNTS

5.7.1. The price for the use of the post-paid Direct Access Accounts will be determined in accordance with the consumption of the Account IDs set out in the Account Summary of this Agreement and invoiced by Aleph in the currency and exchange rate agreed upon in the Insertion Orders or as otherwise communicated by Aleph to the Client. Unless otherwise agreed, all payments must be made by bank transfer to the account indicated by Aleph to Client.

5.7.2. Aleph will invoice Client within fifteen (15) days after the end of each month.

5.7.3. On the first day of each calendar month, Aleph will determine and communicate the foreign exchange rate via [ar.mena@alephholding.com](mailto:ar.mena@alephholding.com) to Client. This rate will be used in converting Client's total spend during the month from Account's foreign currency to billing currency, subject to any changes in accordance with Section 5.5.

### 5.8. MANAGED ACCOUNTS

5.8.1. For pre-paid managed accounts, Client shall submit to Aleph (a) an Order and (b) the SWIFT message associated with the payment. Aleph is entitled to verify receipt of the funds before launching a campaign.

5.8.2. Aleph will invoice Client after the end of each month. The amount of the invoice for the Services provided by Aleph will be determined by the delivery as shown from the Platform according to Section 3.2 above and based on the Orders received by Aleph. In case of prepayment, the invoice will be settled against the prepaid amount. In case of not spending the full prepaid amount, Client may submit a refund request in accordance with this Agreement.

5.8.3. The amount of the invoice for the Services provided by Aleph will be determined by the delivery as shown from the Platform. Client accepts and understands that Client cannot reject or object to the content of the invoices that are consistent with the delivery arising from the Platform and that Client will accept such invoices. Relatedly, the Parties agree that the possibility of issuing separate invoices per campaign will depend exclusively on the level of detail with which the Platform delivers the information, and the purchase orders that the Client may eventually send shall not be relevant for this purpose.

5.9. If Client reasonably disputes any portion of an invoice, Client must pay the undisputed portion of the invoice and submit written notice of the claim with sufficient detail of the nature of the claim, the amount, the invoices in dispute, and any other information necessary to identify the cause for the disputed amount. All invoice disputes will be submitted by Client to the following Aleph email address: [ar.mena@alephholding.com](mailto:ar.mena@alephholding.com) ("**Dispute Resolution Address**"). All billing disputes must be submitted to Aleph via the Dispute Resolution Address within seven (7) days from receiving the invoice in question. Client waives the right to dispute any charges not disputed within such seven (7) day period, after which time the invoice will be deemed accepted. Client understands that delivery as shown from the Platform cannot be disputed. In the event the dispute is resolved against Client, Client shall pay such amounts plus a late fee at the rate referenced above (if applicable).

5.10. To request a refund of unconsumed balance, Client will submit a written request (email sufficient) to their Aleph Account Manager, with a copy to [legal@connectads.com](mailto:legal@connectads.com). Aleph will process the refund within one hundred and twenty (120) days from the refund request to the same bank account the initial payment was received from, in the same currency.

5.11. If more than one year has passed from the deadline set forth in the Insertion Order without the Client having implemented the Ad or requesting the refund of the amount paid in advance, then the Client acknowledges and agrees that Aleph shall have no obligation to pay or reimburse to the Client any prepaid amount.

## **6. ORDER CANCELLATION**

6.1. Different advertising offerings carry different cancellation periods, and some advertising offerings cannot be cancelled. Accordingly, Client may terminate an Order only in accordance with the relevant Platform Policies.

6.2. Client understands that for some cancelled Deliverables, cancellation fees may apply. Client shall pay Aleph cancellation fees in accordance with the Platform's Policies. If the Client owes a cancellation fee to the Platform as specified hereunder, Aleph may deduct such cancellation fees from any advance payments paid by the Client. Notwithstanding the Network Platform Policies, Advertiser shall remain responsible for all clicks or impressions actually delivered until such time as the cancellation is effective. In each instance, any required notice must be given to us in writing (email is acceptable).

6.3. At any time, for any or no reason, Aleph may terminate an Order, including by removing the Ads. Aleph will not have any liability regarding the foregoing decision. In the event of termination, (i) the Client will remain responsible for all clicks or impressions actually delivered until such time as the cancellation and/or termination is effective, and (ii) any licenses the Advertiser has granted Aleph to display the Ads shall remain in effect until such time as cancellation and/or termination is effective.

6.4. Upon termination of or the suspension or discontinuation of any Order, any outstanding payment obligations incurred under an Order will become due and payable upon receipt of an invoice from Aleph.

## **7. TERM AND TERMINATION**

7.1. Unless earlier terminated in accordance with the provisions of this Agreement, this Agreement shall come into force on the Effective Date and continue in full force and effect for the Term set out in the Information Table.

7.2. Aleph may, at its sole discretion, terminate an Order or Services already approved without cause and at any time, and will previously notify Client of said termination in writing. In such event, and in case of prepayment, Aleph will reimburse Client for the proportional part of the amounts received for the Services not provided. Otherwise, Client shall pay Aleph the amounts proportional to the Services provided, which payment will be due according to the payment terms set out in this Agreement.

7.3. Except as otherwise specified hereunder, in the event a Party breaches any of its obligations under the Agreement without remedying said breach within five (5) days upon receiving a notice from the non-breaching Party, the non-breaching Party shall terminate this Agreement for cause by written notice to the breaching Party without the need for legal notice or a court order. The non-breaching Party shall not be subject to any form of penalty, indemnity or compensation as a consequence.

7.4. Either Party may also terminate this Agreement without cause by providing thirty (30) days prior written notice to the other Party. The terminating Party shall not be subject to any form of penalty, indemnity or compensation as a consequence.

7.5. At the option of Aleph or the Client, this Agreement shall terminate immediately if: (i) a judicial receiver is appointed for the other Party or its property; (ii) the other Party becomes insolvent or is unable to pay its debts as they mature or ceases to pay its debts as they mature in the ordinary course of business, or makes an assignment for the benefit of creditors; (iii) any proceedings are commenced by or for the other Party for bankruptcy, insolvency; (iv) any proceedings are commenced against the other Party for bankruptcy insolvency, and such proceedings have not been settled within ninety (90) days from the date of commencement thereof and/or (v) the other Party commences to dissolve under applicable corporate law statutes.

7.6. Any termination or expiry of this Agreement shall not affect (i) any rights or liabilities that have accrued prior to such termination or expiration including displaying Ads as indicated in Orders signed prior to date of termination and/ or expiration; (ii) any provision of this Agreement expressed to survive in the event of termination or expiration. On termination or expiry of this Agreement for any reason:

7.6.1. All amounts due between both Parties shall survive termination and/or expiration and shall become due to the other Party. In case of unused Prepaid Amounts, Aleph shall settle any remaining spend and other cancellation fees from the Prepaid Amounts, and refund the Client in accordance with the process set out in this Agreement.

7.6.2. Each Party shall immediately stop using the other Party's intellectual property. Without prejudice to the aforementioned, Aleph shall have right to continue to use the Clients intellectual property in the event of ongoing Orders which shall survive termination and or expiration in accordance with Section 7.6 above.

7.6.3. Aleph shall immediately suspend any Direct Access Accounts held by the Client.

## **8. REPRESENTATIONS AND WARRANTIES**

8.1. Each Party represents and warrants that: (a) it is a corporation duly organized and validly existing under the laws of the jurisdiction in which it is incorporated; (b) it has the full corporate power and authority, and has obtained all approvals, permissions, and consents necessary to enter into this Agreement and to issue the associated Orders and to perform its obligations hereunder; and (c) it shall make no false or misleading representations with regard to the other Party.

8.2. Client warrants and represents to Aleph that: (i) it has the right, power and authority to enter into this Agreement and issue the associated Orders; (ii) it has the right to provide the Advertising Materials to Aleph for publication, without infringing any rights of any third party including, without limitation, intellectual property rights; (iii) the Advertising Material complies at all times with all applicable laws, statutes, statutory instruments, contracts, regulations, advertising and marketing codes of practice in any of the jurisdictions where the Ads are displayed; (iv) the Advertising Materials do not contain any material that is obscene, defamatory or contrary to any applicable law or regulations and do not give access via hyperlinks to any property containing material that is obscene, defamatory or contrary to any applicable law or regulation; (v) it shall not provide any data that directly identifies an user, via its data feed or otherwise, pursuant to applicable data protection laws; (vi) any information provided this Agreement and any associated Orders is true, accurate, complete and current; and (vii) it shall comply with all relevant laws and regulations including the Policies and other guidelines referred to hereunder.

## **9. LIMITATION OF LIABILITY**

9.1. Aleph (including Aleph' subsidiaries, affiliates, associates, respective partners, agents or other appointed representatives), to the fullest extent permissible by law, hereby excludes and disclaims all warranties, whether expressed or implied, statutory or otherwise other than warranties expressly set out in in Section 8 above. Without limiting the foregoing, Aleph disclaims any implied warranties of satisfactory quality and fitness for a particular purpose.

9.2. Client agrees and accepts that Aleph is unable to and is not required to guarantee a particular set of results.

9.3. The Advertiser agrees and accepts that neither Aleph nor Aleph' subsidiaries, affiliates, associates, respective partners, agents or other appointed representatives shall be liable in respect of:

9.3.1. any loss, damage or damages of any kind however arising and whatever the cause, in particular pursuant to and in furtherance of this Agreement;

9.3.2. any actions or omissions of any third party websites/tools and or services, including without limitation any unavailability, inoperability or changes to any third party websites/tools and or services;

9.3.3. any unavailability, inoperability or changes to the internet, technical malfunction, computer error, corruption or loss of information

even when said damages could have been foreseen or prevented.

9.4. Notwithstanding anything contained herein to the maximum extent permitted by applicable law, except in the instance of willful misconduct or gross negligence of Aleph, the maximum aggregate liability of Aleph arising out of or in connection with this Agreement for any single or series of claims shall not exceed the aggregate amount paid or payable by Client to Aleph for Services in the six (6) months preceding the first event giving rise to the liability.

9.5. If Client commits an infraction for violating a rule in force in the territory in which the Services are being provided, and if this gives rise to a lawsuit, Client will hold Aleph harmless and, if applicable, Client will reimburse Aleph for all expenses, including, without limitation, reasonable attorneys' fees, as well as procedural and personal costs, and will indemnify for damages caused to Aleph.

9.6. Nothing in this Agreement shall exclude or limit either Party's liability for death or personal injury caused by negligence, fraud, or for anything else which cannot be excluded or limited by applicable law.

## **10. INDEMNIFICATION**

10.1. Client shall indemnify and hold harmless Aleph for all costs, expenses, damages and fees (including, without limitation, reasonable attorneys' fees) that Aleph may incur or may suffer as a direct or indirect consequence of Client's use of a Direct Access Account, of the Content published by Client through it, as well as any damage to the Aleph' reputation or business relationship with the Platform. In this sense, Client will be solely responsible for the actions that Client's users and/or collaborators carry out on a Platform.

10.2. Client shall indemnify, defend and hold harmless Aleph, Aleph' subsidiaries, affiliates, associates, and the respective partners, agents, officers, directors and employees of each of the foregoing, from and against any loss, cost, expense, claim, injury or damage (including, without limitation, reasonable attorneys' fees and expenses), whether incurred due to third party claims or otherwise, arising or resulting from or caused by (i) any negligent act or omission or willful misconduct of the Client or any consultant retained by the Client, or any of its or their partners, directors, officers, employees, or agents; (ii) any breach or default by the Client in the performance of any of its obligations under this Agreement; (iii) any breach of any representation, warranty, or agreement by the Client; or (iv) any transactions with the Public, including without limitation any purchases by the Public of products or services sold or offered for sale on the websites.

10.3. In no event shall Aleph be liable for any indirect, incidental, consequential, special or exemplary damages arising out of or related to this Agreement, except if loss or damage was as a result of Aleph or Aleph' agents. Notwithstanding the foregoing, the aggregate amount for which Client shall be entitled to recover from Aleph in respect of breach of representations and warranties made herein by Aleph shall not exceed the aggregate amount paid or payable by Client to Aleph for Services in the six months preceding the event giving rise to the liability.

10.4. The Client indemnifies and shall keep Aleph indemnified against any claim for infringement of intellectual property rights in connection with any information supplied by the Client to Aleph, including any Advertising Materials provided hereunder, and against any and all costs, expenses and damages which Aleph may incur or become liable for as a result of such infringement.

10.5. Aleph shall give the Client prompt notice in writing of any claim being made or action threatened or brought against Aleph and will permit the Client, at the Client's own expense, to conduct any litigation that may ensue and all negotiations for a settlement of the claim.

## **11. CONFIDENTIALITY**

11.1. "**Confidential Information**" will include (i) all information marked as "Confidential," "Proprietary," or similar legend by the disclosing party ("**Discloser**") when given to the receiving party ("**Recipient**"); and (ii) information and data provided by the Discloser, which under the circumstances surrounding the disclosure should be reasonably deemed confidential or proprietary. Without limiting the foregoing, Discloser and Recipient agree that each Discloser's contribution to Orders shall be considered such Discloser's Confidential Information. Recipient will protect Confidential Information in the same manner that it protects its own information of a similar nature, but in no event with less than reasonable care. Recipient shall not disclose Confidential Information to anyone except an employee, agent, Affiliate, or third party who has a need to know same, and who is bound by confidentiality and non-use obligations at least as protective of Confidential Information as are those in this section. Recipient will not use Discloser's Confidential Information other than as provided for in this Agreement.

11.2. Exceptions. Notwithstanding anything contained herein to the contrary, the term “**Confidential Information**” will not include information which: (i) was previously known to Recipient; (ii) was or becomes generally available to the public through no fault of Recipient; (iii) was rightfully in Recipient’s possession free of any obligation of confidentiality at, or prior to, the time it was communicated to Recipient by Discloser; (iv) was developed by employees or agents of Recipient independently of, and without reference to, Confidential Information; or (v) was communicated by Discloser to an unaffiliated third party free of any obligation of confidentiality. Notwithstanding the foregoing, the Recipient may disclose Confidential Information of the Discloser in response to a valid order by a court or other governmental body, as otherwise required by law or the rules of any applicable securities exchange, or as necessary to establish the rights of either party under these Terms; provided, however, that both Discloser and Recipient will stipulate to any orders necessary to protect such information from public disclosure.

## 12. DATA PROTECTION

12.1. Each party will comply with all applicable laws regarding collection, processing, and use of data under this Agreement. Client consents to Aleph’ use and processing of Client’s data to the extent required by Aleph in order to fulfill its obligations under this Agreement and each party will ensure that, where it provides the other with data relating to another, it has obtained that other’s consent to the use and processing of such data.

## 13. FORCE MAJEURE

13.1. Neither party shall be liable for any failure to fulfil its obligations under this Agreement if and to the extent such failure is caused by any circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, earthquakes, fire, explosions, floods, hurricanes, extreme weather, riots, wars, (whether declared or not), hostilities, revolutions, civil disturbance or usurped authority, accidents, embargo or requisition, unforeseeable acts (including failure to act) of any governmental authority (de jure or de facto), sabotage, nuclear incidents, epidemics, strikes over which the affected party have no control, or the failure of any institution whose consent is required for the performance of any obligation hereunder to provide such consent, or delays in the performance of its sub-contractor caused by any such circumstances as referred to in this clause. The right of relief shall apply irrespective of whether the cause of prevention or delay occurs before or after the agreed due time for such obligations.

13.2. Should either party be unable to fulfil a material part of its obligations under this Agreement for a period in excess of thirty (30) calendar days due to circumstances or force majeure, the other party may at its sole discretion cancel the agreement by written notice.

## 14. REGULATORY COMPLIANCE

14.1. The Client represents and warrants that, in the performance of its obligations hereunder, it shall comply with, and make its employees, contractors and any other person or entity working for or on its behalf, to comply with all applicable laws and regulations, including without limitation the following regulations:

- a) All applicable anti-money laundering regulations (the “**AML Laws**”).
- b) All applicable trade, economic and/or financial sanctions implemented at the local, regional, and/or international level (the “**Sanctions**”), including without limitation any Sanctions administered and enforced by the United States of America, the European Union, the United Kingdom and/or the United Nations Security Council.
- c) All applicable anti-corruption laws, including without limitation the United States Foreign Corrupt Practices Act, the United Kingdom Bribery Act and the European Whistleblower Protection Directive (the “**Anti-Corruption Laws**”).

14.2. If the Client breaches any of the obligations herein or is prevented for any reason to comply with them, it shall immediately notify Aleph.

14.3. The Client further represents and warrants that: (i) it will not tolerate any form of bribery, corruption, or money laundering; (ii) it will only use legitimate and ethical business practices, and (iii) it will not offer or accept any kind of unlawful favor with the intention to receive favorable treatment and/or obtain or retain a business.

14.4. The Client acknowledges and agrees that Aleph may conduct background checks to determine the Client’s compliance with AML Laws, Sanctions, and Anti-Corruption Laws.

14.5. Failure to comply with AML Laws, Sanction, and/or Anti-Corruption Laws shall grant Aleph the right to terminate this Agreement with cause, without prior notice and with no obligation to pay any penalty to the Client for the termination. Termination shall be without prejudice to the Client’s right to claim compensation for the damages caused by the breach.

## 15. MISCELLANEOUS

15.1. **RELATIONSHIP.** Nothing in this Agreement shall be construed as creating any form of agency, joint venture or partnership between the Parties and neither party shall have any authority to incur any liability on behalf of the other or to pledge the credit of the other party or to represent the other party in any matter or form. The Parties shall at all times owe each other a duty of good faith and shall, in all dealings with each other and in respect of the Services act according to such standard.

15.2. **PUBLICITY.** Aleph, on the one hand, and Client, on the other, will not use the other's trade name, trademarks, logos, or Ads in any public announcement (including, but not limited to, in any press release) regarding the existence or content of this Agreement or an Order without the other's prior written approval. Notwithstanding the foregoing, Client hereby consents to the use by Aleph of the Client's name and a general description of the Services provided by Aleph in terms of this Agreement in any proposals, in its marketing and promotional material including Aleph' website or other similar such documents or uses which Aleph may issue, submit or require from time to time.

15.3. **NO GUARANTEE.** Company agrees to provide the Services in accordance with this Agreement and any corresponding Orders. Company does not guarantee any results that Client could have expected in terms of flow of clients, third party contacts, or results of Client's commercial management.

15.4. **ASSIGNMENT.** Client shall not resell, assign, or transfer any of its rights or obligations hereunder, and any attempt to resell, assign, or transfer such rights or obligations without Aleph' prior written approval will be null and void. Aleph will have the right at all times to assign any of its rights or obligations under this Agreement by providing the Client with prior written notice. Subject to the foregoing, this Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

15.5. **ENTIRE AGREEMENT.** This Agreement, it's schedules, and the Orders will constitute the entire agreement of the parties with respect to the subject matter thereof and supersede all previous communications, representations, understandings, and agreements, either oral or written, between the parties with respect to the subject matter of this Agreement. In case of conflict between the terms of this Agreement and the Orders, this Agreement shall prevail.

15.6. **MODIFICATION.** No modification of this Agreement will be binding unless in writing and signed by both parties. If any provision herein is held to be unenforceable, the remaining provisions will remain in full force and effect.

15.7. **SEVERABILITY.** Should any provision of this Agreement be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Agreement shall be unaffected thereby and shall continue to be valid and enforceable.

15.8. **WAIVER.** No latitude, granting of time or forbearance of a party hereto regarding the performance of the other party shall be or be deemed to be a waiver of any term or condition of this Agreement and no waiver of any breach shall operate a waiver of any continuing or subsequent breach. No waiver shall be effective unless it is expressly stated in writing and signed by the party giving it.

15.9. **NOTICES.** Any notice required to be delivered hereunder will be deemed delivered three days after deposit, postage paid, return receipt requested, one business day if sent by overnight courier service, and immediately if sent electronically. All notices to Aleph and Client will be sent to the address as noted in this Agreement with a copy to the email set out above.

**Last updated:** August 26, 2024