

## General Terms and Conditions

For participation in and operation of partner programs on the online platforms [www.belboon.de](http://www.belboon.de) and [www.adbutler.de](http://www.adbutler.de)

### I. General Terms

#### 1. Scope of Application/Definitions

1.1. The following General Terms and Conditions are a part of any contract between belboon-adbutler GmbH (hereinafter belboon-adbutler), located at Karl-Liebnecht-Straße 1, 10178 Berlin, Germany, and the Contract Partner.

1.2. belboon-adbutler will perform its services, obligations, and deliveries exclusively on the basis of these General Terms and Conditions.

1.3. The application of these General Terms and Conditions extends to all services offered by belboon-adbutler. With the utilization of these services, the Contract Partner accepts these General Terms and Conditions as binding.

1.4. In addition to the present General Terms and Conditions, the appropriately applicable belboon-adbutler price list is also a part of the contract.

1.5. The following definitions apply to the utilization and interpretation of the contract:

#### *Affiliate*

An Affiliate is a natural person or legal entity and a possessor or operator of digital media (e.g. web sites, email, SMS, MMS) who makes available advertising space that is linked to belboon-adbutler and is then conveyed to Merchants. An Affiliate is an employer (§ 14 BGB [German Civil Code]) and not a consumer (§ 13 BGB).

### *belboon-adbutler*

Through its partner program network, belboon-adbutler conveys Merchants' advertising on Affiliates' digital media. For this purpose, belboon-adbutler establishes general contracts with these parties, provides the technical infrastructure, and records the services that are conveyed.

### *Double Opt-In*

In the event of a Double Opt-In, a subscriber list is entered in two steps:

Step 1: Upon request, the interested party receives an email message with an individual confirmation link.

Step 2: After the interested party actively clicks on this confirmation link, thereby providing confirmation, he or she is then entered into the subscriber list.

### *Lifetime Commission*

In the event of a Lifetime Commission, the client is only recruited one time through the Affiliate. For this one-time enlistment, the Affiliate receives a commission limited to the term of the respective program. When the term of the respective program ends, the Lifetime Commission ends as well.

### *Merchant*

Ordinarily, the Merchant is a company that advertises on mobile and digital media and that is obligated to compensate belboon-adbutler in accordance with the appropriately applicable price list and, in the event of advertising success, to compensate the Affiliates and belboon-adbutler in accordance with the agreed-upon conditions.

### *Contract Partner*

Affiliates as well as Merchants are Contract Partners with belboon-adbutler.

### *Advertising Media*

Any form of Advertising Media (e.g. banners, text, Flash animation, etc.) that the Merchant makes available to belboon-adbutler for advertising purposes.

## 2. Conclusion of the Contract

2.1. On its web site, belboon-adbutler provides Advertising Media that the Merchant has used for the purpose of mediation within the framework of a partner program. The Affiliate may apply for these partner programs.

2.2. The contract is concluded between belboon-adbutler and the Contract Partner. In certain cases, the Merchant may set additional terms to participation in its partner program. These terms are then applicable as a supplement to the present General Terms and Conditions.

2.3. Only legal entities and unrestricted, legally competent natural persons may become Contract Partners. No claim to participation exists.

2.4. A valid trading license or transcript from the commercial register must be submitted for registration as a Merchant.

2.5. In the event that an employee of a legal entity registers it as a Contract Partner, written authorization must be submitted. The same applies if another third party (e.g. an agency) registers a Contract Partner on their behalf.

2.6. A contract is initiated when belboon-adbutler confirms the registration of the Contract Partner.

2.7. Upon registration, the Contract Partner is to completely and truthfully state the necessary information. The Contract Partner is to update alterations promptly and independently (no later than two weeks after the entry of the alterations) on belboon-adbutler's online system.

2.8. The Affiliate agrees to receive emails through belboon-adbutler and through the Merchants it advertises. If the Affiliate objects to receiving such emails, it will amount to an implied termination of the contract.

2.9. The Contract Partner is obligated to take note of applicable laws. Registrants are only permitted advertising platforms and Advertising Media whose content does not violate the applicable laws of the Federal Republic of Germany or public policy. The Merchant alone is responsible for ensuring this. Nonetheless, belboon-adbutler is authorized to investigate the content of the Contract Partner's advertising platforms and Advertising Media and, where appropriate, to shut them down. Said investigation may occur by technical means.

2.10. The Contract Partner warrants that it will neither store nor transmit any data that might damage belboon-adbutler's technical infrastructure or operational procedures (e.g. viruses, Trojan horses, etc.).

2.11. Furthermore, belboon-adbutler retains the right to become active as an Affiliate and Merchant.

2.12. belboon-adbutler may advertise using the Contract Partner as a reference and may use the respective name and logo for that purpose in all media.

### **3. Data Protection**

3.1. belboon-adbutler is authorized to gather, use, and store the Contract Partner's personal data. Legal data-protection regulations will be observed during said processes.

3.2. The stored data will be used exclusively for the handling of the contract agreed upon by the parties. No additional use, e.g. for purposes of advertising or market research, will occur. Upon the complete dissolution of the contract, the Contract Partner's data will be frozen and, upon completion of lawful time limits, permanently destroyed. The data will no longer be available for further use.

3.3. If the Contract Partner would like its data to be completely destroyed, it should use the support provided by belboon-adbutler for this purpose on its web site.

3.4. The Affiliate empowers belboon-adbutler to convey the data provided upon registration to all Merchants through whom the Affiliate advertises or with whom a partnership exists. The same applies for the Merchant's data vis-à-vis the Affiliate.

3.5. belboon-adbutler is authorized to take all necessary technical measures to ensure network maintenance and detect any abuse. § 110 of the Telekommunikationsgesetz [Telecommunications Act] is accordingly applicable.

### **4. Liability of belboon-adbutler**

4.1. belboon-adbutler will take the standard measures of the internet industry to ensure that the online system is accessible 24 hours every day. Exceptions to this are interruptions that are standard for necessary maintenance or that are caused by third parties that are not connected to belboon-adbutler. Should the online system nonetheless fail, belboon-adbutler will, to the extent possible, immediately work to restore access. The parties to the contract recognize that, in exceptional cases, a small number of online-system operations may not be recordable. No claim on the part of the Contract Partner against belboon-adbutler may arise from therefrom.

4.2. belboon-adbutler is not liable for force majeure or for events outside of belboon-adbutler's control (e.g. force of nature, war, or viruses). belboon-adbutler is therefore also not liable for the resulting interruption or destruction of data. It is incumbent on the Contract Partner to make appropriate insurance copies. belboon-adbutler technically safeguards its data at least once per week.

4.3. belboon-adbutler does not guarantee sales.

4.4. belboon-adbutler is not liable for damages resulting from the violation of the obligation to update data (see point I-2.7). Should damages to belboon-adbutler result therefrom, compensation must be made in full by the Contract Partner.

4.5. In addition, belboon-adbutler is not responsible for the correctness or completeness of the content, solvency, the quality of products and services, or any violation of third-party rights resulting from these services. belboon-adbutler makes no guarantee against damages resulting from the faultiness of the parties' software or hardware or from the availability or functionality of the internet.

4.6. For other injuries, such as arise through injuries to life, body, or health, belboon-adbutler is responsible only to the extent that these result from intentional or grossly negligent actions or from negligent violation of an essential contractual obligation on the part of belboon-adbutler or its employees. This also applies to damages due to violation of obligations upon contractual negotiation as well those due to execution of non-permitted actions. Additional liability for compensation for damages is excluded.

4.7. Apart from intentional or grossly negligent actions, violation of a cardinal obligation, or injury to life, body, or health on the part of belboon-adbutler or its employees, liability is limited, as is typical upon conclusion of a contract, to foreseeable damages and, for the remainder, to an amount commensurate with contractually typical average damages up to a maximum of the average outcome-dependent remuneration for the party to the contract during one half year. This also applies to indirect damages, particularly lost profits.

4.8. The terms of the Produkthaftungsgesetz [Product Liability Act] remain unaffected.

4.9. Should injury to the Merchant arise due to misconduct on the part of the Affiliate, no resulting claim against belboon-adbutler on the part of the Merchant may exist. Rather, the Merchant may only make a claim directly against the Affiliate. For this purpose, belboon-adbutler agrees to transfer the necessary rights to the Merchant.

4.10. The terms of point I-4.9 apply accordingly if damages to the Affiliate result from misconduct on the part of the Merchant.

## **5. Termination**

5.1. The notice period identified under point III-6 applies to the Merchant. Apart from that, the contract may be terminated at any time.

5.2. Termination by the Contract Partner may only occur in written form (original document or via fax); termination via email is excluded. Termination by belboon-adbutler requires no written form and in particular may occur via email.

5.3. All outstanding payments are to be paid by the Contract Partner until the end of the contract.

5.4. The right to extraordinary termination is unaffected by point I-5.1.

5.5. In the event of termination, the Affiliate must remove all Advertising Media within 48 hours. This does not release the Affiliate from its obligation to promptly remove Advertising Media codes that are invalid or no longer functional from its advertising platforms.

5.6. Any remaining credit balance will be restored to the Contract Partner after deduction of all resulting costs. In the event of a calculated negative credit, any subsequent claims are to be promptly settled. A currency-specific processing fee will be charged for payments below the sum of the currency-specific payment limit. Both are regulated by the price list that is applicable and published online in each case.

## **6. Alteration**

6.1. Alterations to the General Terms and Conditions are possible at any time and advance notice is subject to a term of two weeks. They will be made accessible by email and via the online system.

6.2. If no explicit written objection arises within the notice period, the new terms of participation will be considered valid.

6.3. In the event of an explicit written objection, the contractual relationship is considered terminated in the sense of point I-5.1.

## **7. Public Disclosure**

YOC AG, as the 100% owner of belboon-adbutler GmbH, is responsible, as the quoted business, for public disclosure in accordance with the Wertpapierhandelsgesetz [Securities Trading Act] and, moreover, is subject to a voluntary self obligation to disclose activities that are important for business purposes and relevant to exchange rates. For this reason, the Contract Partner agrees to disclosure of corresponding activities in the form of press releases and corporate news and in the context of quarterly reporting.

## **8. Other**

8.1. Apart from its role as a media platform, belboon-adbutler may also act a consulting agent. Consultation services are quoted from the price list that is valid for each case.

8.2. German law applies, excluding the United Nations Convention on Contracts for the International Sale of Goods.

8.3. If the Contract Partner is a salesperson, legal entity under public law or special fund under public law, or has no domestic place of general jurisdiction, or changes legal residence to another counter after the conclusion of the contract, or if residency is unknown at the time of the commencement of legal action, then the place of performance and the jurisdiction for the dispute arising from our contract is Berlin, Germany.

8.4. For the contract, these General Terms and Conditions apply exclusively. Other conditions do not become the content of the contract, even if belboon-adbutler does not expressly object.

8.5. Alterations or additions to this contract must in principle be in written form in order to be operational. Representatives of belboon-adbutler are not empowered to make verbal alterations or additions or to give verbal assurances.

## **9. Escape Clause**

Should terms of the present contract be or become invalid within the meaning of established case law in Germany, the validity of the other terms will remain unaffected. A reasonable settlement that closely replicates what the parties to the contract wanted will apply for the purpose of filling gaps or replacing invalid terms.

## II. Special Terms for Affiliates

### 1. Standards of Conduct

1.1. The Affiliate may only participate in the partner program on an advertising platform to which it also possesses the rights to do so. Should the applied-for advertising platform be registered to a third party, the Affiliate is to submit an appropriate proof of authority upon request.

1.2. A prohibition on spam applies to the Affiliate with respect to the use of Advertising Media and URL codes provided by belboon-adbutler in emails. The unsolicited sending of email is a violation of German competition law and may result in warnings from the recipient, competitor, or consumer protections associations for each particular case. It is therefore prohibited for the Affiliate to send unsolicited third-party email (spam) or to use the Advertising Media and URL codes provided by belboon-adbutler in such emails.

1.3. Use of the provided Advertising Media and URL codes in emails is therefore only permitted when the recipient has previously, explicitly, and demonstrably agreed to the receipt of the emails (the Double Opt In procedure) and the emails contain a legally valid masthead.

1.4. Automatic production of views, clicks, leads, or sales by means of technical apparatus (including computer programs) or through intentional or malicious deception is impermissible. Such wrongfully obtained claims for remuneration will be subsequently cancelled by belboon-adbutler.

1.5. The Affiliate agrees not to use any method that sets belboon-adbutler commission cookies without Advertising-Media contact (view or click) by the end user.

1.6. The Affiliate agrees to configure its web site inclusive of all entries in third-party search engines, registers, or link lists in such a way that exclusively valid clicks, leads, and sales are generated.

1.7. Moreover, the Affiliate agrees to configure its web site in agreement with applicable legal regulations, particularly consumer-rights provisions.

1.8. Furthermore, the Affiliate agrees to renounce depictions of violence, sexual or pornographic content, and discriminatory statements or representations with respect to race, gender, religion, nationality, disability, sexual preference, or age.

1.9. If the Affiliate does not solicit the partner program of the belboon-adbutler network through its own reach but instead by use of a proprietary publisher network, then the Affiliate agrees to en-

sure, with regard to the advertising methods applied in its network, the regulations, and the standards of the belboon-adbutler network and the Merchant's program-specific conditions of participation. In the event of a violation, the Affiliate bears full responsibility.

## **2. Advertising Media**

2.1. No alteration of the Advertising-Media or tracking codes generated by the system is permitted. Exceptions in individual cases may be made in writing with belboon-adbutler. The Advertising Media made available by the Merchant may not be altered in form or content nor otherwise adapted except by agreement with the Merchant. Placement as well as frequency of integration may be determined by the Affiliate according to its own discretion.

2.2. Moreover, the Affiliate is not permitted to use protected trademarks or other rights of the Merchant in any way insofar as and to the extent that the Merchant has explicitly ruled this out.

2.3. The Affiliate agrees to integrate the Advertising Media delivered to it only into the advertising platform specified by it and not to convey the Advertising Media to a third party. Additionally, the Affiliate is only to use the Advertising Media in connection with its participation in the partner program.

2.4. The Affiliate will inform belboon-adbutler and the Merchant about content or technical alterations to its digital advertising space beyond what is indicated in the contract. The Affiliate warrants that, without previous agreement in such a case, no further advertising will be displayed in the advertising space.

2.5. The Affiliate agrees not to place the provided Advertising Media in a context that could noticeably damage the financial interests of the Merchant or of belboon-adbutler.

2.6. In the event of termination, stoppage, expiration of a time period or comparable cases, the Affiliate is obligated to remove the Advertising Media from its advertising space. If the Affiliate does not remove the Advertising Media or if the Advertising Media is no longer available, they will be automatically replaced by Advertising Media from belboon-adbutler or from the affiliate-network partner programs.

2.7. Information gained by the transmission of Advertising Media may only be used by the Affiliate in connection with the belboon-adbutler partner program. Giving this information to third parties or using it for other purposes is expressly prohibited. The Affiliate is responsible for the correct integration of the Advertising Media. belboon-adbutler accepts no liability for disadvantages that result from faulty integration.

### **3. Payment & Invoicing**

3.1. The Affiliate is entitled to a claim for payment by belboon-adbutler based on the particular stipulations of the advertising programs. The Affiliate will deal with belboon-adbutler via a virtual account (Current Account) for the purpose of intermediate storage and visual payment processing. Available credit does not bear interest. A claim for payment only exists if the Merchant's account leads to a credit account that is controlled by belboon-adbutler, insofar as this is technically possible. To the extent that it is not explicitly stated, net sums will be indicated as a matter of principle.

3.2. The conditions of payment in the context of the partner programs are stipulated by the Merchant and are communicated on the belboon-adbutler web site. In the event of an alteration of the conditions, the Merchant is to communicate them to the Affiliate at least 48 hours prior to their entry into force. Should a serious material reason exist, this term may be shortened in certain individual cases.

3.3. belboon-adbutler is entitled to discontinue or suspend a partner program advertised by the Affiliate at any time and without stating reasons.

3.4. Payment may occur for reasons of subsequent events that may also be combined. All views, clicks, leads, and sales are recorded and verified based on the belboon-adbutler transaction system within the limits of technical possibility. Leads and sales are recorded in accordance with the Merchant's standards, e.g. through cookies and/or session tracking.

Pay Per View: The view is compensated when an Affiliate places, links, or displays on its advertising platform one or more Advertising Media supplied by the Merchant. A view is valid when a user calls up an Affiliate's advertising platform on which the Advertising Media is visibly integrated in any location. View for Advertising Media that are generated on advertising platforms that are not registered with the belboon-adbutler network will not be considered valid. Likewise, repetitive or rapidly successive insertions of one and the same Advertising Medium by the same user (user/IP) are not considered valid.

Pay Per Click: The Affiliate will be credited with a sum defined by the Merchant for each click on an Advertising Medium provided by the Merchant and the resulting visit to the Affiliate's site. A click is then valid when a user (user/IP) voluntarily and knowingly clicks on an Advertising Medium made available by the Merchant in the advertising space of the Affiliate. Clicks on Advertising Media that are generated on advertising platforms that are not registered with the belboon-adbutler network, repetitive or rapidly successive clicks on the same Advertising Media by the same user (user/IP), and clicks that are produced by similar procedures are not compensated. Advertising-Media clicks that are connected to a compulsory operation (forced clicks) are impermissible and invalid without the express approval of the advertising Merchant.

Pay Per Lead: A lead is a user action defined by the Merchant (e.g. newsletter application, registration, initiation of contact with the Merchant) on the Merchant's advertised digital medium. The Merchant is compensated when a user completely and permanently performs the user action defined by the Merchant after an Advertising-Media click on the advertised digital medium (e.g. without immediately unsubscribing from a newsletter).

Pay Per Sale: A sale is the conclusion of a contract by a user of the medium offered by the Affiliate and a Merchant concerning the utilization of products or services for remuneration. A sale is valid when, after an Advertising-Media click on the digital medium advertised by the Merchant, a user operatively concludes a contract concerning a product or service exchanged for remuneration.

Lifetime Commission: In the event of a Lifetime Commission, the Affiliate receives a commission limited to the term of the respective program for the one-time advertising of a client.

3.5. The Affiliate's claim vis-à-vis belboon-adbutler for performance-related payment results and is due under the following conditions:

- a successful event (view, click, lead, or sale) occurs based on the advertising space provided by the partners of belboon-adbutler,
- the Merchant compensates this event,
- the event has been successfully recorded by belboon-adbutler,
- in the event of a sale-type event, the user accepts delivery of the product at the final shipping destination, effects payment in full, and the cancellation period accorded by law or by the Merchant to the customer has expired,
- the Merchant has confirmed the event with belboon-adbutler.

3.6. belboon-adbutler is not obligated to remunerate for events that were effected through compulsion or deception or events that were produced automatically or due to other manipulation (e.g. click generators). In such cases, belboon-adbutler is entitled to freeze the Affiliate's Current Account, to debit the Affiliate in an amount equal to that already wrongfully obtained and proven, and to credit said amount to the Merchant.

3.7. belboon-adbutler only guarantees the Affiliate the entirety of the profits collected in the account within the framework of the general technical possibility of such a collection according to the instructions of the applied collection system (Tracking System). Should the technical collection be impossible, e.g. in the event that cookies are rejected by the user of the Affiliate's medium, a claim for payment only exists in the event of other suitable evidence from the Affiliate and acceptance of the evidence by the Merchant.

3.8. belboon-adbutler reserves the right to offer individual Affiliates participation in a partners-recruiting-partners program. In this partners-recruiting-partners program, the participating Affiliate will receive in its account a share of the sales generated by the recruited Affiliates for belboon-adbutler. In the event that no other agreement is made, the participating partner will receive a 1% share of belboon-adbutler's commissions. Higher commission entitlements are to be negotiated. The entitlement to a commission on recruited Affiliates' sales expires when the participating Affiliate dissolves or discharges its Affiliate access with belboon-adbutler or said Affiliate access is frozen by belboon-adbutler due to a violation of an applicable law. This applies regardless of whether or not the participating Affiliate reestablishes its Affiliate access with belboon-adbutler at a later time.

3.9. belboon-adbutler will provide the Affiliate with a monthly statement, sent by email. belboon-adbutler will make the payment in the subsequent month if the payment has reached the currency-specific payment limit. Previous months are to be added where applicable. In the event of account termination, the Affiliate may also apply for a manual payment if the payment limit is not reached. This will, however, incur a currency-specific processing fee for each payment in accordance with the price list that is published online.

3.10. At the same time that any payment is made into the account indicated by the Affiliate on the online system, a corresponding credit note will be sent to the Affiliate by email for review. If the Affiliate does not object within three days after the receipt of this credit note, the credit note will be considered approved. The virtual account balance with belboon-adbutler will be reduced accordingly. The Affiliate bears the costs of bank transfers. Payment occurs based on the virtual account. Suspended commissions are not paid.

3.11. Value-added taxes are initially paid to the Affiliate if the Affiliate has submitted suitable proof of entitlement to deduction of input tax. This is to be renewed annually. If the Affiliate does not renew this proof, further payments will occur without value-added tax. A subsequent alteration is possible, however it will incur the corresponding processing fees.

3.12. Credit balances on Affiliate accounts do not bear interest. An Affiliate's credit ceases to be valid according to the time limit defined in §195 Bürgerliches Gesetzbuch [Civil Code of Germany] if the Affiliate account is inactive or the credit cannot be paid due to a missing or erroneous bank account details.

#### **4. Extraordinary Right of Termination**

4.1. belboon-adbutler is entitled to an extraordinary right to termination in the presence of serious reasons.

4.2. A serious reason is particularly present when the Affiliate does not comply with the regulations of:

Part II, Point 1: Standards of Conduct

Part II, Point 2: Advertising Media

4.3. It is irrelevant whether the non-compliance is caused by the Affiliate itself or by a third party retained by the Affiliate.

4.4. Claims to compensation for damages and contractual penalties are thereby unaffected.

## **5. Contractual Penalties**

5.1. For each case of infringement of the regulations of

Part II, Point 1: Standards of Conduct

Part II, Point 2: Advertising Media,

belboon-adbutler and the Affiliate agree to a contractual penalty of €5,001.00 per incidence.

5.2. It is irrelevant whether the infringement is caused by the Affiliate itself or by a third party retained by the Affiliate.

## **6. Liability of the Affiliate**

The Affiliate holds belboon-adbutler harmless against all claims to compensation for damages, liability claims, and costs incurred by belboon-adbutler resulting from actions by the Affiliate that are in violation of its obligations.

## **III. Special Terms for Merchants**

## **1. Participation**

1.1. The Merchant is liable for the costs of participation. The prices on the current price list published online are in effect in each case.

1.2. The Merchant will deal with belboon-adbutler via a virtual account.

1.3. The Merchant is to provide a commodity-specific deposit for participation in the partner program. For this, the Merchant will receive a deposit-invoice via the deposit of its credit balance in the virtual account after registering. The Merchant bears all transaction costs (e.g. credit-card fees).

1.4. The Merchant's access is immediately activated after payment has been entered. In the absence of another agreement, the commodity-specific minimum amount defined in the current price list is to be paid. The account is to be immediately filled again by the Merchant upon request, which may be sent by email. If the Merchant's account balance falls to the commodity-specific minimum credit, belboon-adbutler may deactivate the partner program and turn off the Merchant's Advertising Media.

## **2. Standards of Conduct**

2.1. The Merchant is to confirm or decline the application of an Affiliate within 14 days. The Affiliate will be automatically confirmed after 14 days.

2.2. The Merchant alone bears the responsibility to continually screen its Affiliates. Any co-responsibility on the part of belboon-adbutler is expressly excluded.

2.3. In the course of email communication with the Affiliates of the belboon-adbutler network, the Merchant is obligated to provide its emails with a legally valid masthead, either in text form or by an immediately reachable link. Advertising partner programs, that are handled outside of the belboon-adbutler network is not permitted.

## **3. Advertising Media**

3.1. The Merchant will make the Advertising Media, including the codes, hyperlinks, etc. that are necessary in this case, available in a suitable form and bindingly promises not to change this form. The Merchant is obligated to ensure documentation of results (leads, sales) through belboon-adbutler by means of the supplied tracking methods in the Merchants purview and not to obstruct

the belboon-adbutler tracking system by technical means upon the entry of commissions in accordance with the contract.

3.2. The placement as well as the frequency of integration of the Advertising Media provided may be determined according to the Affiliate's own discretion. The Merchant has no influence thereupon, provided that it does not contradict the Merchant's financial interests.

3.3. The Merchant grants belboon-adbutler a license, which is limited to the term of the contract, to use and transmit within the framework of the belboon-adbutler network all trademarks, copyrights, and similar rights used in the context of the partner program for the purpose of advertising vis-à-vis the Affiliates. Insofar as the Merchant has not explicitly excluded this via the terms of participation in its partner program, belboon-adbutler may sublicense this license to the Affiliate so that it can be used to advertise for the Merchant.

#### **4. Payment**

4.1. The conditions of payment in the context of the partner programs are stipulated by the Merchant and are communicated on the belboon-adbutler web site.

4.2. belboon-adbutler is entitled to discontinue or suspend a Merchant's partner program at any time and without stating reasons.

4.3. The Merchant agrees to observe customary market conditions. The Affiliate commissions, minus the costs paid to belboon-adbutler, must be at least equal to those of other networks and, where applicable, the Merchant's existing in-house program. This also applies to other non-monetary program conditions (e.g. cookie lifetime, Auto Accept, etc.).

4.4. In the event of a change in conditions, it is to be reported by the Merchant no less than 48 hours prior to its entry into force.

4.5. Affiliate commissions that are calculated based on pay per view or pay per click are due immediately and are regarded in principle as immediately confirmed by the Merchant. Affiliate commissions that are calculated based on pay per lead or pay per sale are to be confirmed or declined as quickly as possible, no more than 45 days later. After 45 days, the commissions will be automatically released by belboon-adbutler.

4.6. Cancellation of Affiliate commissions is only possible if a cancellation case is defined in the program description or in the additions to the Merchant's terms of participation or in the event of a revocation in accordance with the provisions of the rights to long-distance sales. The Merchant is

not entitled to a right to cancellation in any other case. It is therefore incumbent upon the Merchant to formulate its program description and its additional terms of participation so that all relevant reasons for cancellation are included. Under no circumstances does the double collection of a tracking procedure by two different networks constitute grounds for cancellation.

4.7. Cancellation of Affiliate commissions vis-à-vis belboon-adbutler is only possible if the Merchant states, upon request, proves the reason for cancellation. belboon-adbutler is at liberty to review these statements by examining the Merchant's relevant business records through an auditor who is committed to secrecy. The Merchant is to allow the auditor access to the relevant business records within 14 days. belboon-adbutler bears the costs for commissioning the auditor unless the Merchant's cancellations were entirely or partially incorrect.

4.8. The Merchant is also obligated to pay if it or one of its employees is causes a tracking failure or other malfunction. In such a case, the amount to be compensated is calculated based on the average daily profit of the previous three months. The total daily profit is due for each day that is breached, with a minimum of three days' profits.

4.9. The Merchant is to ensure that its account always has sufficient credit so that outstanding Affiliate commissions are always covered. If the account does not have the necessary backing, payment of the accrued Affiliate commissions happens through belboon-adbutler only when the Merchant's account once again has the corresponding coverage. In such cases, belboon-adbutler is additionally entitled to demand appropriate interest for late payment from the Merchant.

4.10. Credit balances on Merchant accounts do not bear interest. A Merchant's credit ceases to be valid according to the time limit defined in §195 Bürgerliches Gesetzbuch [Civil Code of Germany] if the Affiliate account is inactive or the credit cannot be paid due to a missing or erroneous bank account details.

## **5. Liability of the Merchant**

5.1. The Merchant is particularly reliable to belboon-adbutler for the provided Advertising Media.

5.2. The Merchant holds belboon-adbutler harmless against all claims to compensation for damages, liability claims, and costs incurred by belboon-adbutler resulting from claims made against belboon-adbutler according to which advertising used by the Merchant violates competition law, the industrial property rights of a third party, or other laws or regulations.

## **6. Termination**

The contract may be terminated by the Merchant with term of two weeks from the end of the month.

## **7. Additional Terms of Participation**

7.1. The Merchant may define additional terms of participation for its program that are binding for the Affiliate. These additional contractual terms only become part of the contract if they are physically entered into the belboon-adbutler system. References to external terms (e.g. on the Merchant's server) are not sufficient. The additional terms of participation may not, however, come into conflict with the present General Terms and Conditions. In the event of conflict, the present General Terms and Conditions are to be given priority.

7.2. In the event of alteration of the additional terms of participation, the Merchant will report this to its Affiliates and to belboon-adbutler at least 48 hours prior to their entry into force. Should a serious material reason exist, this term may be shortened in certain individual cases.

7.3. Insofar as and to the extent that the Merchant wants to exclude, vis-à-vis the Affiliates, its protected trademarks and other rights that it uses in the context of the partner program (c.f. point 3.2.), this requires a corresponding written adjustment, within the belboon-adbutler system, in the terms of participation in the partner program.

## **8. Other**

The Merchant agrees, during the entire term of this contract as well as for a period of an additional two years after the end of this contract, not to enter into any contractual relationship, directly or as mediated by a third party, with the Affiliate wherein said contract has as its purpose the performance of services for the benefit of the Merchant by advertising its website and the products and services offered by the supplier through the Affiliate if

- the Affiliate has participated in the Merchant's partner program, and
- said Affiliate was among the 20 most profitable Affiliates, by net payment, in the Merchant's partner program within the previous 12 months or, if the program was in effect for a lesser time period or if the Affiliate only participated in the partner program for a lesser time period, for the entire period.

This does not apply to Affiliates with which the Merchant had provably already concluded corresponding contracts prior to the Merchant's registration on the belboon-adbutler platform. For each case of infringement of this commitment to belboon-adbutler, according to the equitable and good judgment of belboon-adbutler, the Merchant agrees to pay the amount of the contractual penalty determined by the court responsible for its reviewing.

## **9. Extraordinary Right of Termination**

9.1. belboon-adbutler is entitled to an extraordinary right to termination in the presence of serious reasons.

9.2. A serious reason is particularly present when the Merchant does not comply with the regulations of:

Part III, Point 4.3: Payment

Part III, Point 8: Other

9.3. It is irrelevant whether the non-compliance is caused by the Merchant itself or by a third party retained by the Merchant.

9.4. Claims to compensation for damages and contractual penalties are thereby unaffected.

## **10. Contractual Penalties**

10.1. For each case of infringement of the regulations of

Part III, Point 4.3: Payment

Part III, Point 8: Other

belboon-adbutler and the Merchant agree to a contractual penalty of €5,001.00 per incidence.

10.2. It is irrelevant whether the infringement is caused by the Merchant itself or by a third party retained by the Merchant.

Berlin, April 2010