

## **Advangelists Prepaid Client Agreement**

1. **DEFINITIONS.** As used in this Agreement, the following terms shall have the meanings set forth below:

1.1 “ATOS” means the Advangelists owned Supply Side Platform

1.2 “ATOS Service” means, collectively, the ad serving technology and service provided by ATOS hereunder, which provides mechanisms for the purchase and display of Advertisements on Properties, which mechanisms include, among others, the RTB Platform.

1.3 “ATOS RTB Platform” means ATOS’s real-time inventory access API, service and technology, which enables an auction mechanism for the purchase and display of Impressions, as set forth in greater detail in Section 2.2

1.4 “ATOS Supply” means impressions provided by Advangelists publisher partners and accessible for bidding on the ATOS RTB Platform

1.5 “Ad Request” means a call to Client’s server for the display of a single Impression, initiated either by Advangelists or by a Property and passed through the ATOS Service to Client, in order to initiate the display of an Advertisement on a Property.

1.6 “Advertisement(s)” or “Ads” means the advertisement(s) provided by Client for display on Publisher Properties.

1.7 “Client(s)” means the provider(s) of Advertisements to Client (or Client itself, if Client is the source of the Advertisements).

1.8 “Bid Request” means the notification of the availability of an Impression for sale through the ATOS Service, containing information describing the features of the Impression (including the specific destination to which the Impression is to be served) and conditions that will be imposed on a Client Bid.

1.9 “Client Bid” means the price offered by Client for the purchase of a single Impression in response to a Bid Request.

1.10 “Client Supply” means impressions provided by Client publisher partners and accessible for bidding on the ATOS RTB Platform

1.11 “Editorial Guidelines” means the editorial guidelines for Advertisements, attached hereto as Exhibit A.

1.12 “End User” means a natural person who views an Impression and/or who is the subject of a Bid Request for the delivery of an Impression.

1.13 “Impression” means a single instance of an Advertisement being displayed on a Property to an End User.

1.14 “Property” means a mobile application or mobile website on which an Advertisement may be displayed.

1.15 “Bad Ads” are ads that are defined below in Exhibit A

1.16 “Publisher” means the owner or operator of a Property.

1.17 “Account” means the account assigned by Advangelists to Client to access and use the ATOS Service.

1.18 “Account Balance” means the then-current total monetary balance attributed to Client’s Account from which Client may place bids and purchase Inventory for the delivery of Ad(s) using the ATOS Service.

## **2. SERVICE AND DELIVERY**

2.1 Service. Subject to the terms and conditions of this Agreement, Advangelists will use commercially reasonable efforts to operate the ATOS Service.

2.2 RTB Auction. The ATOS RTB Platform includes, without limitation, the following characteristics and processes:

(a) The RTB Platform may offer Bid Requests to Client from time to time;

(b) Among other conditions, Bid Requests may include a “floor price” below which Client Bids will not be accepted;

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(c) Client, in competition with other potential bidders, may offer a Client Bid in response to any Bid Request presented to Client;

(d) if Client is the high bidder for a particular impression offered in a Bid Request and the Client Bid is higher than the floor price, ATOS will transmit an Ad Request to Client; and

(e) Upon receipt of the Ad Request, Client is contractually bound to purchase, and will purchase, the Impression at a price which is the greater of (i) the price bid by the next highest bidder for such Impression or (ii) the floor price, if any.

1. ATOS and each of its Publishers reserves the right to opt-out of any RTB Platform auction with respect to any particular Publisher, bidder or Client at any time prior to the Client recording the Ad Request. Further and for the avoidance of doubt, ATOS shall not be required under this Agreement to send any Bid Requests directly to Client or any Client outside of the RTB Platform.

### 2.3 License.

(a) Subject to the terms and conditions of this Agreement, ATOS hereby grants to Client a non-exclusive, non-transferrable, non-sub licensable license during the Term to access and use the ATOS Service solely for the purpose of bidding on and purchasing Impressions through the use of the ATOS RTB Platform.

(b) Except as expressly permitted in this Agreement, Client agrees not to: (a) reproduce or distribute the ATOS Service, or any element thereof; (b) use or authorize use of the ATOS Service for any purpose not specified in this Agreement; (c) copy, transfer, sell, lease, syndicate, or use for co-branding, timesharing, service bureau, arbitrage or other unauthorized purposes the ATOS Service or access thereto; or (d) modify, prepare derivative works of, translate, reverse engineer, decompile, or disassemble the ATOS Service or any portion thereof, or attempt to do any of the foregoing.

(c) As between the parties, ATOS owns and retains all right, title and interest in and to the ATOS Service and all software, databases and other aspects and technologies related to the ATOS Service, any enhancements, modifications or derivative works thereof, any materials made accessible to Client by ATOS through the ATOS Service or otherwise, and all intellectual property rights in and to all of the foregoing.

### 2.4 Data Ownership

(a) Client Data. Client has the right to collect, use and store, all data transmitted by Client to ATOS, collected independently by Client or derived from Client's activities in connection with this Agreement ("Client Data"). Client Data shall exclude Performance Data and ATOS Data. As between Client and ATOS, Client shall own and retain all right, title and interest in and to all Client Data. ATOS will not use, share, or resell any Client Data without Client's written consent or otherwise provide Client Data to any person or entity except as needed to perform its obligations hereunder. Notwithstanding the foregoing, ATOS will have the perpetual, worldwide, non-exclusive, royalty-free right to use Client Data anonymously and in the aggregate with comparable data from other sources for reporting, planning, promotional and development purposes, so long as third parties cannot attribute the data to Client or any Client.

(b) Performance Data. ATOS and Client each have the right to collect, use and store any and all data, exclusive of Client Data and ATOS Data, obtained by each party as a result of display of the Advertisements, including click through rates, conversion rates, advertising requests, advertising responses, auction clearing prices, impressions and similar data (collectively, "Performance Data"). ATOS will transmit all Performance Data to Client. The parties shall jointly own, without right of accounting, all such Performance Data, and shall have the right to use and disclose Performance Data (a) as needed to perform its obligations hereunder, (b) in order to fulfill its obligations to the relevant Client or Publisher, as applicable, and/or (c) only anonymously and in the aggregate with comparable data from other sources for reporting, planning, promotional and development purposes, so long as third parties cannot attribute the data to the other party.

(c) ATOS Data. "ATOS Data" means any data, other than Client Data and Performance Data, that is provided by ATOS to Client in a Bid Request or otherwise regarding an End User to whom Advertisements may be displayed or a Property on which Advertisements may be displayed, including without limitation any unique identifying information associated with the End User, hardware devices or operating system identifiers, session-based browsing behavior, and http header information. As between Client and ATOS, ATOS shall own and retain all

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right, title and interest in and to all ATOS Data. Client shall use the ATOS Data solely as necessary to respond to a Bid Request, and shall delete all ATOS Data immediately if it does not place the winning bid for an Impression, and immediately after delivering an Advertisement in response to an Ad Request if Client purchases such Impression. Without limiting the foregoing, Client shall not use any ATOS data in connection with any profiling of any End User or any other individual or of any Property or Publisher.

(d) “Promotional purposes” in the sections above do not include any statements comparing either party’s products and services to the other’s, whether or not the other party is explicitly mentioned, and the parties expressly agree not to use any data generated hereunder for any such purpose. Nothing in this Section 2.4 shall limit either party’s rights with respect to any data or information to which it has any rights acquired independently of this Agreement.

### **3. SUPPORT**

Advangelists shall use its customary procedures to provide support in connection with the ATOS Service. Client and Advangelists shall work together in good faith to mutually resolve any reported issues.

### **4. CLIENT AD QUALITY**

Client will follow all “Editorial Guidelines” for advertisements, attached hereto as Exhibit A. Any Ad unit that does not comply with the Editorial Guidelines in Exhibit A will be referred to as a “Bad Ad”. Advangelists has the reserves the right to block any such Bad Ad coming in from Client. Client agrees to work with Advangelists to resolve repeated occurrences if any.

### **5. FEES**

5.1 All fees for the purchase of Inventory Client makes via the placement of Orders will automatically be deducted from Client’s Account Balance if the Account is pre-paid, or applied to Client’s Account Balance if the Account is credited. Such Orders and fees are calculated using Advangelists’s statistics and data; if these differ from any other statistics or data, Advangelists’s measurements will prevail. Advangelists is entitled to act on instructions received from Client’s Account. Once the bid that Client places on Inventory is accepted, Client has purchased such Inventory and a non-refundable Order is placed. For the avoidance of doubt, the amount spent by Client on purchasing Inventory via the placement of Orders are inclusive of all Advangelists-added fees but exclusive of any and all Taxes. If Client’s Account Balance is less than that required to purchase the Inventory that Client intended to purchase, the contemplated transaction may not be completed. If the transaction is not completed, Advangelists will not be liable to Client or to any third party, for any loss suffered as a result of such incomplete transaction. If, from time to time, Advangelists authorizes the purchase of Inventory in excess of Client’s Account Balance or provides credit to Client’s Account, then Advangelists will invoice Client for all fees charged to Client in excess of any pre-funded amounts.

5.2 Advangelists makes no guarantee that the actual campaign Ad Spend, via realtime bidding (“RTB”), will exactly match the pre-set campaign budget amount. More often than not, the actual spend will either exceed or fall below the pre-set budget amount under the RTB environment. For cases when spend exceeds budget, Advangelists will charge Client’s Account for the appropriate difference. If the RTB ad server functionality fails to deliver Client’s Ads as required, Advangelists will not reimburse Client for the amounts that Client paid to Advangelists for the Ads that were not delivered. Ads not delivered may be due to Client’s faulty ad tag and as such is not the responsibility of Advangelists. Client will be billed for all impressions won even if they are not delivered as a result of faulty Ad tags.

5.3 Client must have a sufficient Account Balance before Client will be permitted to place bids using the ATOS Service. Advangelists may, in its sole discretion, credit the Account Balance for a designated amount. If no credit is provided by Advangelists, Client must pre-pay Advangelists to fund the Account Balance. Client will not be permitted to bid on and purchase any Inventory, until after the funding payment has been processed and the funded amount has been credited to Client’s Account Balance. Client is responsible for confirming the accuracy of all information provided for payments (i.e. contact information, payment amount, credit card numbers and expiry dates, wire information, etc., as applicable). Client hereby authorizes Advangelists to perform credit checks with and obtain information about Client from credit reporting agencies, banks, and other similar sources. Advangelists may, in its sole discretion, change the limits, or impose new restrictions, on the amount that Client is permitted to deposit, or required to maintain, in Client’s Account Balance.

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5.4 For credited Accounts, Advangelists will send Client an invoice at the end of each calendar month for the total amount of Order(s) placed by Client. All fees and other payments are due and payable within 30 days of the date of invoice. All fees not paid to Advangelists by Client within thirty (30) days of invoice are subject to a finance charge equal to the lesser of (i) one and one half percent (1.5%) per month, or (ii) the maximum amount permitted by applicable law. Client will be responsible for, and must immediately pay to Advangelists upon demand, any costs incurred by Advangelists (including legal fees) in connection with the collection any past-due invoices. Unless otherwise specified, dollar amounts on the Website and ATOS Service refer to US dollars and all fees shall be payable in US dollars.

5.5 To secure the performance of Client's obligations under this Agreement, Client grants to Advangelists a lien on, and security interest in and to, the funds held in Client's Account.

5.6 . Client agrees that it is responsible to Advangelists for Client's violation of the Ad Requirements. If any third party (including a Third Party Ad Exchange) imposes any penalty, fine, or other fee on Advangelists in connection with or arising out of Client's failure to comply with such obligations, then Client will be fully responsible to indemnify Advangelists for any such penalties, fines, or other fees. Client hereby authorizes Advangelists to deduct such amounts from Client's Account or otherwise invoice Client, in its sole discretion.

### **6. TERM AND TERMINATION**

6.1 Term. This Agreement shall commence on the Effective Date and shall continue until terminated hereunder (the "Term"). Either party may provide to the other party a thirty (30) day written notice to terminate this Agreement at any time for any reason.

6.2 Survival. The following obligations of the Parties shall survive termination or expiration of this Agreement for any reason: Section 2.3 (c) (regarding ownership), Section 2.4 (Data), Section 6.2 (Survival), Section 7 (Confidential Information), Section 8 (Warrants), Section 9 (Mutual Indemnification), and Section 10 (Limitation of Liability), Section 11 (Miscellaneous) and any payment obligations of Client that accrue prior to such termination or expiration. Except as otherwise provided in this Section 6.2, all rights and obligations of the parties under this Agreement shall terminate upon the expiration or termination of this Agreement.

### **7. CONFIDENTIAL INFORMATION**

7.1 "Confidential Information" means any information, including, without limitation, technical information, specifications, source code and supporting documentation, business plans, marketing plans, financial projections and other confidential information owned by or licensed to a party hereto, which information is identified as proprietary or confidential or provided under circumstances that reasonably indicate that the information is proprietary or confidential. ATOS's list of Properties and Publishers is Confidential Information of ATOS.

7.2 Non-Disclosure and Non-Use. Each party (the "Receiving Party") hereto agrees not to use any Confidential Information of the other party (the "Disclosing Party") for any purpose, other than as expressly permitted hereunder or to enforce its rights and perform its obligations hereunder, or disclose any Confidential Information of the Disclosing Party to any third party for any purpose except as otherwise expressly permitted hereunder. Each Receiving Party shall use the same degree of care, but no less than reasonable care, to avoid the unauthorized use or disclosure of the Confidential Information of the Disclosing Party as the Receiving Party employs with respect to its own confidential information of like nature and importance. Each Receiving Party will be responsible for any improper disclosure or use of the Disclosing Party's Confidential Information by the Receiving Party or its agents, employees or subcontractors to whom it discloses such Confidential Information, and will limit the disclosure of such Confidential Information to agents, employees and/or subcontractors with a need to know who have been advised of the confidential nature thereof and agree not to disclose or use such Confidential Information except as permitted by this Agreement.

7.3 Exceptions. Confidential Information shall not include any information that the Receiving Party can establish to be: (i) already rightfully in the Receiving Party's possession or rightfully received by the Receiving Party without a nondisclosure obligation; (ii) developed independently by the Receiving Party; or (iii) publicly available when received, or thereafter becomes publicly available through no fault of the Receiving Party. Notwithstanding anything in this Agreement to the contrary, Confidential Information may be disclosed pursuant to law, regulation, judicial process or other legitimate government requirement; provided, however, that Receiving Party shall provide notice of such required disclosure to the originally Disclosing Party prior to such disclosure,

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unless such notice is prohibited by law, and shall give the originally Disclosing Party a reasonable opportunity to object to such disclosure.

7.4 **Confidentiality of Agreement.** Each Party agrees to keep the terms and conditions of this Agreement confidential and not disclose them to any third party, other than to its financial and legal advisors who have a duty to maintain the confidentiality of such terms and conditions, or in connection with an investment in a Party, a merger or acquisition of all or substantially all of a Party's stock or assets. Notwithstanding anything to the contrary set forth herein, the Parties, solely upon mutual written agreement as to form, substance and timing, may distribute a news release or public announcement regarding this Agreement.

### **8. REPRESENTATIONS AND WARRANTIES**

8.1 **Mutual Warranties.** Each party represents, warrants, and covenants to the other party that: (a) it has the full power and authority to enter into this Agreement; (b) the execution of this Agreement and performance of its obligations under this Agreement do not and will not violate any other agreement to which it is a party; (c) this Agreement constitutes a legal, valid and binding obligation of such party when executed and delivered; and (d) any and all activities it undertakes in connection with this Agreement will be performed in compliance in all material respects with applicable laws, rules and regulations.

#### 8.2 **Content.**

(a) Client represents and warrants that all Advertisements shall conform to the Editorial Guidelines.

(b) Client agrees that Advangelists has no obligation to monitor or edit the content of Client Ads. Advangelists may, however, screen, remove, edit, or block any Client Ad that in Advangelists's sole reasonable judgment: (i) violates any of the Ad Requirements; or (ii) is appropriate to prevent errors or any harm with respect to the ATOS Service.

(c) ATOS represents and warrants that it will require that Publisher: (i) ensures that Client's Ads do not appear adjacent to Publisher content that is obscene, defamatory, illegal, deceptive, gambling-related, or hateful, (ii) does not create either "forced visit" traffic or spyware/adware loading pages (in either case, popups, popunders) which load Ads, (iii) does not create invisible or nested invisible IFRAMEs loading pages which load Ads, (iv) does not use spyware/adware loading ads invisibly (or cause fake clicks thereon), or (v) does not reload/refresh any code causing multiple impressions to be registered in short succession.

8.3 **DISCLAIMER.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT, AND EACH PARTY EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR PERFORMANCE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ATOS EXPRESSLY DISCLAIMS ANY WARRANTY OF ANY KIND THAT THE ATOS SERVICE WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, AND SECURE OR OPERATE WITHOUT ERROR OR THAT ANY ELEMENT OF THE ATOS SERVICE WILL OPERATE WITHOUT ERROR.

### **9. INDEMNIFICATION**

9.1 **Mutual Indemnification.** Each party agrees to indemnify and hold harmless the other party and its customers, and their respective agents, officers, directors and employees (collectively the "Indemnitee") from and against any third-party claims and any associated liabilities, proceedings, losses, damages, and expenses (including reasonable legal fees) suffered or incurred by the other party arising out of any legal proceedings filed in a court of competent jurisdiction resulting from any actual or alleged: (a) breach of the other party's representations and warranties; or (b) claim that the party's actions in relation to this Agreement violate applicable law or regulation, or the rights of any third party (including without limitation any intellectual property rights, rights of publicity or privacy, or individual rights to control the use and dissemination of personally identifiable information).

9.2 **Indemnification Procedure.** The indemnification obligations above are contingent on the Indemnitee: (a) promptly notifying the indemnifying party in writing of any claim, suit or proceeding; provided, however, that the indemnified party's failure to provide such prompt notice will not release indemnifying party from its indemnification obligations, except to the extent the indemnifying party is materially prejudiced thereby; (b) allowing the indemnifying party the right to have sole control of the investigation, defense and settlement of the

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claim, suit or proceeding; and (c) providing the indemnifying party with any reasonable assistance needed to defend or settle the claim, suit or proceeding. The indemnifying party may settle a claim or consent to the entry of judgment with respect to a claim without the Indemnitee's prior written consent provided that the judgment or settlement does not impose any unreimbursed monetary or continuing non-monetary obligation on the indemnified party, does not include any admission of liability or responsibility and includes an unconditional release of the indemnified party. Otherwise, the claim may not be settled without the indemnified party's prior written consent, not to be unreasonably withheld, conditioned or delayed. The Indemnitee shall have the option, at its expense, to participate in the defense or settlement of the claim, suit or proceeding with counsel of its own choosing.

### **10. LIMITATION OF LIABILITY**

**10.1 Limitation.** IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, RELIANCE OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE WHATSOEVER, HOWEVER CAUSED, AND WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING WITHOUT LIMITATION GROSS NEGLIGENCE), OR ANY THEORY OF LIABILITY, SUFFERED BY THE OTHER PARTY, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, BUSINESS INTERRUPTIONS OR OTHER ECONOMIC LOSS UNDER OR ARISING OUT OF THE PERFORMANCE OR NON-PERFORMANCE HEREUNDER, AND WHETHER OR NOT THE APPLICABLE PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. IN NO EVENT SHALL EITHER PARTY'S LIABILITY UNDER OR ARISING OUT OF THIS AGREEMENT EXCEED ONE THOUSAND (US\$1,000) U.S. DOLLARS. THE PARTIES HAVE AGREED THIS WILL APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

**10.2 Exceptions.** Nothing in this Agreement shall exclude or limit either party's liability for: (a) claims for payments due but unpaid; (b) a breach of Section 7 (Confidential Information); or (c) a party's indemnification obligations under Section 9 (Indemnification).

### **11. MISCELLANEOUS**

**11.1 Notices.** Any notice or other communication required or permitted to be given hereunder shall be given in writing and delivered by recognized overnight courier service or registered postal mail to the applicable Party at its address specified below. Notice shall be deemed effective upon receipt. Either Party may from time to time change the individual designated to receive notices or its address by giving the other Party notice of the change in accordance with this Paragraph.

#### **11.2 Governing Law; Dispute Resolution.**

(a) This Agreement shall be governed by the laws of the State of New York, without regard to any conflict or choice of law principles. The parties agree to submit to the exclusive jurisdiction of the state and federal courts in New York with respect to any disputes arising out of this Agreement. In any legal proceeding brought by one party hereunder against the other, the prevailing party shall be entitled to recover from the other party its reasonable outside attorneys' fees and other costs of suit.

**11.3 Injunctive Relief; Cumulative Remedies.** The parties acknowledge and agree that any unauthorized disclosure or use of a party's confidential information or intellectual property would cause such party irreparable harm for which monetary damages would be inadequate. Accordingly, in the event of such a disclosure or use, the aggrieved party may seek injunctive or other equitable relief to enforce this Agreement in addition to any available legal remedies. Except where specifically stated to the contrary, all remedies available to either Party for breach of this Agreement under this Agreement, at law, or in equity, are cumulative and nonexclusive.

**11.4 Assignment.** Neither Party shall assign any of its rights or obligations hereunder without the prior express written consent of an authorized representative of the other Party (not to be unreasonably withheld), and any purported assignment without such prior written consent shall be null and void and of no force and effect. Notwithstanding the foregoing, either Party may assign this Agreement to any parent, subsidiary or affiliate entity or as part of a merger, reorganization, acquisition, or consolidation, or to a buyer in connections with the sale of all, or substantially all, of such Party's stock or assets. Any attempted assignment or other transfer by a Party in violation of this Section 11.4 shall be void and shall constitute a material breach of this Agreement.

**11.5 Interpretation.** Each party acknowledges that it has had the opportunity to review this agreement with legal counsel of its choice, and that no presumption or rule of construction for or against a drafting party shall be applied.

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The descriptive headings of this Agreement are inserted for convenience only and shall not be used in interpreting, construing, or enforcing any of the terms of this Agreement.

11.6 Costs. Unless expressly provided hereunder, each Party will be responsible for all costs and expenses incurred by such Party in connection with the performance of its obligations under this Agreement.

11.7 Force Majeure. No Party to this Agreement shall be liable to the other Party for any failure or delay in fulfilling an obligation hereunder, if said failure or delay is attributable to circumstances beyond its reasonable control, including, but not limited to, any fire, power failure, labor dispute or government measure (“Force Majeure Event”), provided that no Force Majeure Event shall serve to excuse any payment obligation of either Party hereunder.

11.8 Independent Contractors. Each party is acting in performance of this Agreement as an independent contractor. Nothing in this Agreement shall create a joint venture, agency, partnership or fiduciary relationship between them. Except if specifically stated in this Agreement, neither party, nor any of their respective employees or agents, shall have the power or authority to bind or obligate the other Party.

11.9 Severability. If any provision, or portion thereof, of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, such determination shall not impair or affect the validity, legality or enforceability of the remaining provisions of this Agreement, and each provision, or portion thereof, is hereby declared to be separate, severable and distinct.

11.10 Waiver. A waiver of any provision of this Agreement shall only be valid if provided in writing and shall only be applicable to the specific incident and occurrence so waived. The failure by either party to insist upon the strict performance of this Agreement, or to exercise any term hereof, shall not act as a waiver of any right, promise or term, which shall continue in full force and effect.

11.11 Entire Agreement. This Agreement contains the full and complete understanding among the parties hereto, supersedes all prior agreements and understandings whether written or oral pertaining hereto and cannot be modified except by a written instrument signed by each party hereto.

11.12 Counterparts. This Agreement may be executed in several counterparts, each of which will be deemed to be an original, and each of which alone and all of which together, shall constitute one and the same instrument, but in making proof of this Agreement it shall not be necessary to produce or account for each copy of any counterpart other than the counterpart signed by the party against whom this Agreement is to be enforced.

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### EXHIBIT A

#### **EDITORIAL AND CONTENT GUIDELINES**

In its sole discretion, Advangelists reserves the right to approve, disapprove, or cancel any ad for any reason, including ads that negatively affect Advangelists relationship with its users or ads that promote content, services, or activities contrary to Advangelists competitive position, interests, or advertising philosophy. This policy is not intended to be all inclusive. You are responsible for adhering to all applicable, federal, state, and local laws. You are always fully responsible for, and Advangelists shall have no liability in connection with, any advertising content that you provide or any ad that you run. This policy is subject to change at any time without notice.

#### **Ad Content May Not Include Any of the Following:**

**Abusiveness:** Content may not be abusive, exploitative, harassing, hateful, or threatening. Content may not, directly or indirectly, assert implications about race, ethnic origin, religion, beliefs, age, sexual orientation or practices, gender identity, disability, medical condition, financial status, political affiliation, membership in a group, criminal record, or name.

**Adult Content:** Content may not include adult products and services, including nudity, depictions of people in explicit or suggestive positions, activities that are overly suggestive or sexually provocative, or

**Drugs:** Content may not include illegal or recreational drugs.

**False Representations:** Content may not make claims or representations that are intended to deceive, mislead, or misrepresent the user. Content may not offer unsupported or exaggerated promises or earnings, give unqualified safety references, use tactics promoting goods or services not intended for sale but intended to lure the public into purchasing substitute goods or services, or make direct or implied use of government officials or a government body without official approval.

**Functionality:** Content may not include non-functional landing pages or landing pages that interfere with a user's ability to navigate away from the page. Content may not initiate a download or contain content that is misleading or not reflective of what the user will find on the landing page.

**Gambling:** Content may not promote gambling, online or otherwise.

**Illegal Products:** Content may not constitute, facilitate, or promote illegal or counterfeit products,

**Infringing Content:** Content may not infringe upon the rights of any third party, including copyright, trademark, privacy, publicity, or other personal or proprietary rights.

**Malware:** Content may not include malware, spyware, trojans, viruses, or any software that result in an unexpected or deceptive experience, or employ phishing techniques.

**Profanity/Vulgarity:** Content may not, directly or by implication, be vulgar, obscene, or profane.

**Solicitation of Funds:** Absent certain situations, content may not solicit funds for political campaigns, charities, non-profits, NGOs, or similar organizations. When permitted, ads must be in compliance with solicitation of funds rules in the states targeted by the campaign.

**Tiered Ads:** Content may not contain multiple offers from separate companies within a single ad unit.

**Tobacco:** Content may not promote tobacco products, including smokeless tobacco, and related

**Violence:** Content may not be disrespectful, sensational, shocking, excessively violent.

**Weapons:** Content may not include ammunition, explosives, firearms, fireworks, or weapons.

**Alcohol:** Ads that promote or reference alcohol must: (i) comply with all applicable federal, state, and local laws and regulations and established industry codes, guidelines, licenses, and approvals and (ii) apply age and country targeting consistent with Advangelists targeting guidelines and applicable local laws. Ads may not visually depict consumption of the product.

**Children:** Ads directed to children must comply with federal, state, and local laws.



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**Comparative Advertising:** Ads comparing products or services may not distort or exaggerate difference or otherwise create a false, deceptive, or misleading impression. Comparative ads must comply with all guidelines

**Contests/Sweepstakes:** Ads with contests or sweepstakes must comply with all federal, state, and local laws and regulations. Ads must clearly disclose the material conditions and must not be false, deceptive, or misleading. Any contest or sweepstakes based on chance must clearly disclose no purchase is necessary.

**Healthcare:** Content related to health and medical products and services must: (i) comply with all applicable federal, state, and local laws and regulations and established industry codes, guidelines licenses, and approvals; (ii) must include appropriate disclaimers, warnings, or side effects information as required by law and; (iii) content must receive prior written approval from Advangelists. The content may not demonstrate the use of prescription medication, non-prescription medication, or sexual contraceptives.

Content related to supplements and weight loss products cannot state unrealistic results and must highlight the importance of the product's use in conjunction with diet, exercise, and the recommendation to consult with a healthcare provider before engaging in any weight loss program.

“New”: Content using the term “new” should only use the term for no longer than six months from the effective date

**Offers:** Content including offers must include details including rules, eligibility requirements, beginning and end dates, and requirements for fulfillment.

**Political:** Political content must comply with federal, state, local laws, and relevant election laws.

**Restrictions of Product or Services:** Ads must disclose if availability or distribution of products are available to the ordinary consumer.

**Safety:** Content must assure compliance with normal safety precautions.

**Subscriptions & Direct Purchases:** Content promoting automatic renewals, free-to- pay conversion billing products subscriptions, and mail order, telephone, internet, or direct response ads must comply with applicable federal, state, and local laws. All charges in addition to advertised prices must be disclosed.

**Supplements:** Content with acceptable dietary and herbal supplements must target users at least 18 years.

Advangelists requires all ads meet high professional and editorial standards. In its sole discretion, Advangelists may not approve ads for low quality products or services or ads that negatively affect the user experience. All ads must use proper grammar and avoid slang use of words, numbers, letters, punctuation, or symbols.