

Terms and conditions

TARGELEON SP. Z OO PUBLISHER PROGRAM

TERMS AND CONDITIONS OF USE

ONCE YOU HAVE REGISTERED AT TARGELEON SP. Z OO SYSTEM (“TARGELEON PLATFORM”), AS A PUBLISHER (the “Publisher”) OR ADVERTISER (the “Advertiser”) YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.

FOLLOWING AGREEMENT REGULATES RELATIONSHIP BETWEEN:

TARGELEON SP. Z OO, REGISTERED AT 47A/5, 05-075 WARSZAWA, POLAND

Incorporated under the laws of Poland registered in the entrepreneurs register of the National Court Register held by District Court Warsaw – Warsaw XIII Commercial Division
KRS: 0000544580, EU VAT ID: 5252610781

AND: ADVERTISER (the “Advertiser”)/PUBLISHER (the “Publisher”) sides.

These Terms and Conditions (the “Agreement”) govern certain services or features TARGELEON SP. Z OO (further referred to as “Targeleon”) available at <http://www.targeleon.com>. We reserve the right to change or revise the terms and conditions of this Agreement at any time by posting any changes or a revised Agreement on the Site: <https://targeleon.com>. The revised Agreement will be effective immediately after it is posted at <http://www.targeleon.com>. IF ANY MODIFICATION IS UNACCEPTABLE TO YOU, YOUR ONLY RECOURSE IS TO TERMINATE THIS AGREEMENT. YOUR CONTINUED PARTICIPATION IN THE PROGRAM FOLLOWING OUR POSTING OF A CHANGE NOTICE OR NEW AGREEMENT ON OUR SITE WILL CONSTITUTE BINDING ACCEPTANCE OF THE CHANGE AND/OR THE NEW AGREEMENT.

TARGELEON SP. Z OO (the “Targeleon.com”, “Targeleon”, “We”, etc.) is an affiliate network that provides services for products monetization and promotion, connecting publishers and advertisers through our platform globally, and

You (the, “Publisher”, “Advertiser”, “You”, “Yours”, etc.)

Advertiser is a business or individual that is seeking an agency to promote their products and attract users to increase traffic flow.

Publisher is a business or individual that is using his methods of promotion and media analysis to attract users and provide traffic.

TARGELEON SP. Z OO offers its services to the Advertiser/Publisher through www.targeleon.com web site (the, "Site")

therefore, TARGELEON SP. Z OO and Advertiser/Publisher agree as follows:

1. Conditions

1.1. To start working with our platform you must first accurately sign up for TARGELEON SP. Z OO account at our web-site www.targeleon.com and comply with present Agreement for acceptance, and not use any aliases or other means to mask your true identity or contact information. We may accept or reject your account registration at any time at our sole discretion for any reason. TARGELEON SP. Z OO reserves the right to add, edit, remove or reclaim any account details (including your submissions) with or without your request if deemed appropriate.

1.2. By filing your account information or registering you confirm your understanding and unreserved acceptance of all terms and conditions, policies (including present Agreement) of TARGELEON SP. Z OO published at our web-site concerning the Services.

1.3. In order to be eligible to become a TARGELEON SP. Z OO's «Publisher», all websites or affiliated websites or «Publishers» must meet the following criteria:

- - Be content-based, not simply a list of links or advertisements, nor can the site be centered around making money off of our Advertisers.
- - Be fully functional at all levels; no "under construction" sites or sections.

1.4. The content of the «Publishers», websites or affiliated websites cannot include any material that infringes the rights of any third party or is in violation of any law, as determined by us in our sole discretion, including but not limited to the following:

- - Intellectual property rights.
- - Racial, ethnic, political, hate-mongering or otherwise objectionable content.
- - Investment, money-making opportunities or advice not permitted under law.
- - Gratuitous violence or profanity.
- - Material that defames, abuses, or threatens physical harm to others.
- - Promotion of illegal substances or activities such as illegal online gambling, how to build a bomb, counterfeiting money, etc.
- - Software Pirating (e.g., Warez, P2P, Bit torrent, Hotline, etc.).
- - Hacking or Phreaking.

- - Any illegal activity whatsoever.
- - Any spoofing, redirecting, or trafficking from adult-related websites in an effort to gain traffic.
- - Any other inappropriate activity as determined by us in our sole discretion.

1.5. You may determine at your discretion the following method of Service – Self-Service.

Self-Service assumes that all Services and traffic campaigns shall be provided through «Publishers'» account at our web-site. «TARGELEON SP. Z OO» support team may provide assistance upon your request, however, all the actions or modifications made through your account shall be deemed made solely by You.

You may not transfer your account to anyone without explicit written permission of TARGELEON SP. Z OO and you may not use anyone else's account or password at any time without the express permission and consent of the holder of that account. TARGELEON SP. Z OO cannot and will not be liable for any loss or damage arising from your failure to comply with these obligations.

2. Placement of Ads

2.1. Site may NOT place any TARGELEON SP. Z OO advertisements on alternative «Publishers» or websites without written consent and approval of TARGELEON SP. Z OO. Publisher will not place advertisement on pornographic/offensive, and/or warez, and/or illegal MP3 sites/directories, and/or P2P/Bit-Torrent sites, and/or Spyware or malicious code of any sort and/or alternatively questionable areas. In case where advertisements are placed in such locations, TARGELEON SP. Z OO reserves the right to withhold payment for the entire campaign and/or submit an immediate legal action against the company and/or set a financial penalty in the amount of \$20K (USD) or a higher sum, based on the damages caused to TARGELEON SP. Z OO.

2.2. TARGELEON SP. Z OO does not check or control all the activities or contents at Your website, but all the services may be rejected and we reserve the right to delete Your account and withhold and freeze all fees and remunerations if you engage in fraudulent or illegal activity.

3. Online Reports, Account balance and Fees

3.1. Publisher may view the online reports within TARLEON SP. Z OO reporting system which in ALL ways are estimate numbers that can be changed. Publisher acknowledges that in some cases, TARLEON SP. Z OO will need to make adjustments to reported statistics due to specific contractual provisions (e.g., bonuses), Invalid Clicks, statistical errors, or third-party tracking provided by advertisers or their agencies. In all cases, we will use commercially accepted methods and practices to direct and measure traffic. Campaigns can be customized at any time by TARLEON SP. Z OO team to comply with ad. vertiser's ad serving numbers. This also states TARLEON SP. Z OO stats will be leading in every case.

3.2. Advertisers who are registered on Targeleon Self-Service Platform may access their reports which include statistics from Targeleon analytical tool. Statistics may differ due to time zone. Advertiser's campaigns may form negative balance due to specific characteristics of traffic purchase. Targeleon bears no responsibility for any excess expenditures.

3.3 If negative balance has formed on the user (advertisers) account, advertiser should immediately repay the debt. In the event of negative balance on campaign, Targeleon holds its right to repay the debt from the main user (advertiser) balance.

3.4 If advertiser is suspected in creation of several accounts (multi accounts), all campaigns will be stopped and all user accounts will be banned. Targeleon holds its right to freeze the balance of user if such action occurs, without any notice and possibility of refund.

4. Publisher Earnings

4.1. Revenue share deal based on placements generated by TARLEON SP. Z OO Reporting Source – All reported numbers for the purposes of billing and general delivery reporting are based on TARLEON SP. Z OO server reports.

4.2. If Publisher believes that there is a discrepancy in TARLEON SP. Z OO's server reports, Publisher must provide TARLEON SP. Z OO with a reasoned report of such discrepancy within three (3) calendar days from receipt of TARLEON SP. Z OO's server reports. Otherwise, TARLEON SP. Z OO shall not be liable for such discrepancy. If the parties are unable to arrive at reconciliation, then TARLEON SP. Z OO stats and reports shall govern.

4.3. TARLEON SP. Z OO is entitled to make an adjustment in Publisher's account in the following cases:

- - To pay promotions and bonuses.
- - Due to technical reasons.
- - Due to Publisher's fraudulent activity.
- - On the basis of additional agreements with You.
- - Due to Advertiser's complaints or refunds.

5. Payments

5.1. TARLEON SP. Z OO holds its right to adjust amount paid (due to any charges, low quality traffic, fraud activity, carding activity), payment will be executed after confirmation of conversions is received from the Advertiser. All payments will be done upon request otherwise made 15 days following the last day of each calendar month. All payments are done in United States Dollars (USD). Minimum payment amount is 50\$.

5.2. TARLEON SP. Z OO acts as a third party for advertisers, therefore Publisher understands and agrees that payment for Publisher's revenue is dependent upon payments from advertisers to TARLEON SP. Z OO that it has received without any restrictions. You hereby release TARLEON SP. Z OO from any claim for Publisher's revenue if TARLEON SP. Z OO did not receive funds from the advertiser. Publisher shall hold TARLEON SP. Z OO harmless and indemnify it from any claims or liability related to such unpaid revenue.

5.3. TARLEON SP. Z OO furthermore expressly disclaims any responsibility in relation to (i) any claims made in relation to Ads, campaigns or any Contents or (ii) any claims made in relation to the publication of any such Ads, campaigns or Contents on any web sites such as, including but not limited to, streaming sites, File Sharing Sites, and sites with adult content.

5.4. Publisher responsible to supply valid payment details. Publisher will bear payments fees if required.

5.5. We may, in our sole discretion, refuse to process a payment (and may place a payment hold) on any part of your account for any reason, block Your account and terminate this Agreement if we have a reasonable suspicion that you have breached any term of this Agreement. We assume no responsibility for paying any taxes on payments made to you and you acknowledge and agree that it is your complete and sole responsibility to pay for all taxes as a consequence of your participation in the Program. In certain cases, we may withhold all payments until we receive relevant tax documentation from you.

5.6. You shall ensure the ability to receive payments from TARLEON SP. Z OO to specified by your payment details. If the receipt of revenue or other payment is delayed or failed because of non-compliance with this condition (including if the failure or delay is caused by a third-party payment service provider you are using), TARLEON SP. Z OO shall not be responsible for violation of terms of payment.

5.7. If you believe that any fault in transaction has taken place, you agree to notify us immediately, and We will make all possible efforts to eliminate delays or errors in payment processing. Unless your claim been submitted within 30 days after the charge, you will have waived, to the fullest extent permitted by law, all claims against TARGELEON SP. Z OO related to the transaction. If you experience a technical failure or interruption of service that causes your funding transaction to fail, you may request that your transaction be completed at a later time.

6. Representations, Warranties and Covenants

6.1. You represent, warrant and covenant that: Your Media is in compliance with all applicable laws and does not contain or promote, nor links to another website that contains, libelous, defamatory, abusive, violent, prejudicial, obscene, infringing, sexually explicit or illegal content, including copyright ownership and use of intellectual property.

6.2. You agree not to promote via website or link to websites containing any pornographic, racial, ethnic, political, software pirating (e.g. Warez) or hacking, hate-mongering, or otherwise objectionable content.

6.3. You agree not to engage in any illegal activity, in accordance with Federal Law, whatsoever, is not allowed.

6.4. You represent and warrant that you own or have the legal right to use and distribute all content, copyrighted material, trademarked materials, products, and services displayed on Your Media; You agree to not use deceit when marketing Advertiser's offers or presenting these offers to consumers; You have the right, power, and authority to enter into this Agreement and grant the rights specified herein.

6.5. You will not attempt in any way to alter, modify, eliminate, conceal, or otherwise render inoperable or ineffective the Site tags, source codes, links, pixels, modules or other data provided by or obtained from TARGELEON SP. Z OO that allows TARGELEON SP. Z OO to measure ad performance and provide its service ("Site Data").

6.6. If instructed to do so by TARGELEON SP. Z OO and/or if this Agreement terminates, you will immediately remove and discontinue the use of any Site Data.

6.7. You acknowledge that TARGELEON SP. Z OO does not represent, warrant, or make any specific or implied promises as to the successful outcome of any Programs.

6.8. You agree to display the creative exactly as it appears on the Program and will not alter any creative that has been submitted to the Site.

6.9. If You are notified that fraudulent activities may be occurring on your Media, and You do not take any actions to stop the fraudulent activities, then You are responsible for all associated costs and legal fees resulting in these fraudulent activities.

6.10. You represent, warrant and covenant that you will not take any action that imposes, or may impose, in our sole discretion, an unreasonable or disproportionately large loan on our technology infrastructure or otherwise make excessive demands on it.

6.11. You may not disable, circumvent or otherwise interfere with security related features of our service or features that prevent or restrict use or copying of any part of our service, or which enforce limitations on the use of our service.

6.12. You represent, warrant and covenant that Your Media does not contain any sexual or erotic material that depicts persons under the age of eighteen (18) or in a manner that suggests that they are under the age of eighteen (18).

6.13. If any errors or undesirable results occur due to no fault of TARGELEON SP. Z OO, TARGELEON SP. Z OO shall not be responsible for losses and You may not be compensated.

6.14. Publisher undertakes to ensure that its servers support the traffic directed to ad campaign through our service. Anyway, TARGELEON SP. Z OO takes no responsibility for all the consequences in case your servers cannot support the traffic directed to your web-site. You shall test Your website to insure its correct appearance in different web browsers, devices or systems and optimize it if necessary.

6.15. YOU MAY NOT CHEAT, DEFRAUD OR MISLEAD US, OR ATTEMP TO CHEAT, DEFRAUD OR MISLEAD US, IN ANY MANNER.

6.16. You are expressly prohibited from using any means, devices or arrangements to commit fraud, violate any applicable law, interfere with other affiliates or falsify information in connection with the services or generating of remuneration or exceed your permitted access to TARGELEON SP. Z OO web-site. These prohibited activities include but not limited to: framing an ad-banner's click-through destination, auto-spawning of browsers, running "spiders", automatic redirecting of users or any other technique of generating automatic or fraudulent click-through and/or impressions. Ads may not be placed on an automatically reloaded page. In any case TARGELEON SP. Z OO shall make all determinations about fraudulent activity in its sole discretion.

7. Disclaimer of Warranty

YOU UNDERSTAND AND AGREE THAT THE TARGELEON SP. Z OO SITE, AND ANY INFORMATION PROVIDED THEREBY IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. YOU EXPRESSLY AGREE THAT USE OF THE TARGELEON SP. Z OO SITE AND ANY INFORMATION PROVIDED THEREBY IS AT YOUR SOLE RISK.

TO THE FULLEST EXTENT PERMISSIBLE UNDER THE APPLICABLE LAW, TARGELEON SP. Z OO AND TARGELEON SP. Z OO DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF TITLE, OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, NEITHER TARGELEON SP. Z OO NOR TARGELEON SP. Z OO , NOR ANY OF ITS OFFICERS, DIRECTORS, LICENSORS, EMPLOYEES OR REPRESENTATIVES REPRESENT OR WARRANT (i) THAT THE TARGELEON SP. Z OO SITE, THE PROGRAM AND ANY INFORMATION PROVIDED THEREBY, WILL MEET YOUR

REQUIREMENTS OR BE ACCURATE, COMPLETE, RELIABLE, OR ERROR FREE; (ii) WILL ALWAYS BE AVAILABLE OR WILL BE UNINTERRUPTED, ACCESSIBLE, TIMELY, OR SECURE; (iii) THAT ANY DEFECTS OR INFORMATION WILL BE CORRECTED, OR WILL BE FREE FROM VIRUSES, "WORMS," "TROJAN HORSES" OR OTHER HARMFUL PROPERTIES; (iv) THE ACCURACY, RELIABILITY, TIMELINESS, OR COMPLETENESS OF ANY MATERIAL PUBLISHED OR ACCESSIBLE ON OR THROUGH THE TARTELEON SP. Z OO SITE, AND ANY INFORMATION PROVIDED THEREBY; (v) ANY IMPLIED WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE; AND (vi) THAT SOFTWARE IS NON-INFRINGEMENT. TARTELEON SP. Z OO AND TARTELEON SP. Z OO HEREBY DISCLAIM, AND YOU HEREBY WAIVE AND RELEASE TARTELEON SP. Z OO AND TARTELEON SP. Z OO FROM ANY AND ALL OBLIGATIONS, LIABILITIES, RIGHTS, CLAIMS OR REMEDIES IN TORT ARISING OUT OR IN CONNECTION WITH YOUR USE OF THE TARTELEON SP. Z OO SITE AND ANY INFORMATION PROVIDED THEREBY, WHETHER OR NOT ARISING FROM THE NEGLIGENCE (ACTIVE, PASSIVE OR IMPUTED) OF TARTELEON SP. Z OO OR TARTELEON SP. Z OO.

YOU ACKNOWLEDGE AND AGREE THAT THE TARTELEON SP. Z OO SITE AND ANY INFORMATION PROVIDED THEREBY, IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM YOUR USE OF THE TARTELEON SP. Z OO SITE AND ANY INFORMATION PROVIDED THEREBY.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER LEGAL RIGHTS, WHICH VARY FROM JURISDICTION TO JURISDICTION.

8. Limitation of Liability

8.1. IN NO EVENT SHALL TARTELEON SP. Z OO OR TARTELEON SP. Z OO, OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, INFORMATION PROVIDERS OR LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR OTHER DAMAGES (REGARDLESS OF THE FORM OF ACTION) ARISING OUT OF (i) USE OF THE TARTELEON SP. Z OO SITE AND ANY INFORMATION PROVIDED THEREBY BY ANY PERSON, INCLUDING BUT NOT LIMITED TO, ANY DAMAGE CAUSED BY ANY RELIANCE ON, OR ANY DELAYS, INACCURACIES, ERRORS OR OMISSIONS IN, ANY INFORMATION AND CONTENT ACCESSED, (ii) ANY USE OR INABILITY TO USE THE TARTELEON SP. Z OO SITE AND ANY INFORMATION PROVIDED THEREBY FOR WHATEVER REASON, INCLUDING BUT NOT LIMITED TO COMMUNICATIONS FAILURE OR ANY OTHER FAILURE WITH TRANSMISSION OR DELIVERY OF ANY INFORMATION ACCESSED, OR (iii) ANY GOODS OR SERVICES DISCUSSED,

PURCHASED OR OBTAINED, DIRECTLY OR INDIRECTLY, IN EACH CASE EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.2. THE AGGREGATE LIABILITY OF TARTELEON SP. Z OO AND TARTELEON SP. Z OO, DIRECTORS AND OFFICERS ARISING WITH RESPECT TO THIS AGREEMENT OR THE PROGRAM SHALL NOT EXCEED THE AGGREGATE FEES PAID OR PAYABLE TO YOU UNDER THIS AGREEMENT.

SOME JURISDICTIONS DO NOT ALLOW THESE LIMITATIONS OR EXCLUSIONS SO THEY MAY NOT APPLY TO YOU.

9. Term of This Agreement

The term of this Agreement will begin upon your use of the Site or the Services and will end when terminated by either party. Either you or we may terminate this Agreement at any time, with or without cause, by giving the other party written notice of termination. Upon the termination of this Agreement for any reason, you will immediately cease use of the Site and the Services.

10. Termination

We may terminate this Agreement if we believe, in our sole discretion, that you have violated any provision of this Agreement and/or for any other reason as we may determine in our sole discretion, with or without cause, by providing you with written notice of our election to terminate. We may affect notice of such termination through any means, including but not limited to posting such notice on the Site or otherwise publicly proclaiming such termination. Your rights under this Agreement terminate automatically if you fail to comply with any of the terms and conditions of this Agreement. No notice to you is required to effectuate such termination. You may terminate this Agreement at any time by providing us written notice of your election to terminate.

11. No Reverse Engineering

No reverse engineering or decompiling of the Site is authorized or permitted. Furthermore, you may not build, develop, or otherwise cause to be created any system that is competitive to

TARGELEON SP. Z OO or any other web site or business affiliated with the Site or TARGELEON SP. Z OO.

12. Indemnification

You agree to hold harmless, defend, and indemnify TARGELEON SP. Z OO and its officers, directors, employees, subsidiaries, contractors, subcontractors, suppliers, agents, partners and affiliates, successors and assigns from all liabilities, claims, demands and expenses, including attorneys' fees, that are due to, or that arise from your use or misuse of the Site or any of its components set forth in this Agreement or any other agreement between us, or for infringement by you of intellectual property rights or other right of any third party. We may assume exclusive control of any defense of any matter subject to indemnification by you, and you agree to cooperate with us in such event.

13. Notices

All written notices to TARGELEON SP. Z OO shall be delivered by e-mail to contact@targeleon.com. TARGELEON SP. Z OO may provide you notice of changes to this Agreement or any other matter by displaying notices to you generally on the Site. TARGELEON SP. Z OO may change its addresses (e-mail or mailing) by displaying such changes on the Site. Targeleon may make any changes to this agreement at any time, all the changes will be displayed on the Site and effective from the date of last update. You agree to follow all the updates on the website and agree to the changes done.

14. Confidentiality

We may disclose to you or you may access certain information as a result of your use of the Site which information we consider to be confidential (herein referred to as "Confidential Information"). For purpose of this Agreement, the term "Confidential Information" shall include, but not be limited to, any agreement with TARGELEON SP. Z OO for your site and not generally available to other users of the Site, and business and financial information relating to TARGELEON SP. Z OO. Confidential Information shall also include any information that we designate as confidential during the term of this Agreement. You agree not to disclose any Confidential Information and that such Confidential Information shall also include any information that we designate as confidential during the term of this Agreement. You agree not to disclose any Confidential Information and that such Confidential Information shall remain strictly confidential and secret and shall not be utilized, directly or indirectly, by you for your own business purposes or for any other purpose except and solely to the extent that any such information is generally known or available to the public or if same is required by law or legal process. We make no warranty, expressed or implied, with respect to any information delivered hereunder, including implied warranties of merchantability, fitness for a particular purpose or

freedom from patent, trademark or copyright infringements, whether arising by law, custom or conduct, or as to the accuracy or completeness of the information and we shall not have any liability to you or to any other person resulting from your or such third person's use of the information.

16. Governing Law and Binding Arbitration.

These Terms of Service shall be governed by, and construed in accordance with, the laws of the Republic of Poland, without giving any effect to any choice of law provisions thereof that would cause the application of the laws of any other jurisdiction and the competent courts in Krakow, Poland shall have exclusive jurisdiction in all matters relating hereto (including non-contractual disputes or claims). The United Nations Convention on Contracts for the International Sale of Goods shall not apply to these Terms of Service.

17. Data Processing Agreement

This Data Processing Agreement (DPA) is between Partner and TARGELEON (as defined under the Terms and Conditions) and forms an integral part of Terms and Conditions available at www.TARGELEON.com/terms. Partner and TARGELEON are hereinafter jointly referred to as the "Parties". In the event of any conflict between this DPA and the Terms and Conditions, the terms of this DPA shall prevail. This Agreement only applies to the extent that the EU Data Protection Law applies to the Processing of Personal Data under this Agreement, including if (a) the Processing is carried out in the context of the activities of an establishment of either Party in the European Economic Area ("EEA"), and/or (b) the Personal Data relates to Data Subjects who are in the EEA and the Processing relates to the offering to them of goods or services or the monitoring of their behavior in the EEA.

17.1. Processing Of Personal Data:

Under this DPA and with respect to Personal Data, Partner is the Data Controller or Processor and TARGELEON is engaged by Partner as Processor in respect to Personal Data, as applicable. The terms of this Agreement shall apply to either of the relations between the Parties regarding the Processing of Personal Data mentioned herein. Within the scope of this DPA, Partner hereby engages TARGELEON to collect, process and/or use Personal Data on Partner's behalf. TARGELEON will only Process Personal Data on Partner behalf and in accordance with Partner instructions. The instructions from the Partner to Process Personal Data are the following: (i) Processing shall be carried out in accordance with this DPA, the Terms and Conditions and pursuant to the features and limitations of the applicable Services which TARGELEON provides to Partner; and (ii) Processing shall be carried out in compliance with other reasonable instructions provided by the Partner, where such instructions are consistent with the Terms and

Conditions. TARGELEON will be under no obligation to comply with instructions that TARGELEON deems as violating applicable laws. TARGELEON uses the Personal Data solely to provide the Services in accordance with Terms & Conditions, i.e. in order to perform tracking services / serve End Users with interest-based advertising, as well as to measure the effectiveness of advertising campaigns and provide Partner with advertising reports. In that context, TARGELEON – on Partner demand – may also combine Personal Data from different sources in order to improve Services and integrate Services with external platforms, all of which will be conducted on Partner behalf. TARGELEON also processes Personal Data on Partner behalf and to serve Partner interests for the purposes of fraud prevention, bot detection, rating, analytics, viewability, ad security services. TARGELEON may also process data based on the extracts of Personal Data in aggregated and non-identifiable forms, including for the purposes of testing, development, control and operation of the Services. TARGELEON may process the following information on Partner behalf: IP addresses, language information, session-based browsing behavior, header information, End User's device-related data (such as the type or model of the device), operating system, wireless carrier providing communication services to such device, geographical location (geo-location) of the device, cookies, advertising identifiers of the device, as well as other information we may receive from Partner or from third parties engaged by the TARGELEON on Partner behalf, such as non-precise device location based on the IP address, device specifications and user's interest's information. Partner also authorizes TARGELEON to store and use cookies or pixel tags on End User's device on behalf of the Partner in order to perform Services. Without derogating from any of the obligations of the Partner hereunder, the Partner shall not provide TARGELEON with any data a) which by itself identifies an individual, such as name, address, phone number, email address; and b) regarding children, or any special categories of personal data, as defined under Article 9 of the GDPR, except as may otherwise be expressly agreed in writing between the Parties and in accordance with the applicable law. This type of data is not necessary to use the TARGELEON's Services. Partner is responsible for ensuring their own compliance with various laws and regulations, including the GDPR. To the extent required under the applicable law, Partner shall provide an appropriate notice to Data Subjects about the Processing of their Personal Data in connection with the use of Services under this DPA and under the legal terms, and Partner shall receive and document the Data Subjects' consent thereof to the extent required under the applicable law. To the extent required under the applicable law, Partner must also use commercially reasonable efforts to ensure that the End User is provided with clear and comprehensive information about cookies or other information on the End User's device in connection with the use of Services by the Partner and, if applicable, consents to their storing and accessing. To the extent required under the applicable law, Partner shall inform the End User about third party cookies (or other tracking technologies) which may be placed on Partner's site(s), specifying the purpose of these cookies (e.g., targeted advertising) and the type of data collected on the Partner's site(s). Partner shall also inform End Users of options to deactivate TARGELEON's cookies by including in its privacy policy a link to the TARGELEON's legal terms and when legally compulsory, appropriate notice, consent and choice mechanisms that comply with relevant laws and regulations, including GDPR. Partner acknowledge and agree that Partner retain sole responsibility for the lawfulness of the Processing and warrant to the TARGELEON that Partner are legally allowed to engage the TARGELEON to process Personal Data on Partner behalf, have provided all necessary notices and obtained all required consents from the Data Subjects (if apply) for the purposes of the Processing described in this DPA.

17.2. Rights of Data Subjects:

TARGELEON shall notify Partner via e-mail if he receives a request from a Data Subject in the subject of access to, correction, amendment, deletion of or objection to the processing of that Data Subject's Personal Data. TARGELEON shall not respond to any such Data Subject request without Partner's prior written consent, except in order to confirm that the request relates to the Partner. To the extent that Partner responds to any such Data Subject request, TARGELEON shall provide Partner, to the extent required by law, with commercially reasonable cooperation and assistance in relation to handling of a Data Subject's request, to the extent legally permitted. TARGELEON reserves the right to charge additional fees in relation to the cooperation with the Partner in regard to this DPA. TARGELEON's staff: TARGELEON shall ensure that its personnel engaged in the Processing of Personal Data is informed of the confidential nature of the Personal Data, has received appropriate training on their responsibilities and is subject to obligations of confidentiality. Such obligations shall survive the termination of that individual's engagement with the TARGELEON. TARGELEON shall ensure that access to Personal Data is limited only to those members of personnel who require that access in order to fulfil TARGELEON's obligations under the Terms and Conditions.

17.3. Security:

Pursuant to Article 28, Section 3(c) of the General Data Protection Regulation, the TARGELEON shall take the measures required by the Article 32 of the GDPR. TARGELEON shall provide sufficient guarantees of implementation of the appropriate technical and organizational measures in a manner that the processing will meet the requirements of the GDPR and ensure the protection of the rights of the Data Subject. TARGELEON imposes appropriate contractual obligations upon its personnel that engages in the Processing of Personal Data, including relevant obligations regarding confidentiality, data protection and data security. TARGELEON ensures that its applicable personnel has been properly informed of the confidential nature of the Personal Data, has received appropriate training and has executed written confidentiality agreements. TARGELEON will further ensure that such confidentiality agreements will survive the termination of employment or another form of engagement of its personnel.

17.4. Audit Right:

To the extent that the applicable law requires Partner to be in a position to monitor the adequate Processing of Personal Data, Partner as the Partner have the right to request an audit from TARGELEON to the extent necessary to review whether TARGELEON and our Sub-Processors are compliant with the following regulations: (i) any provisions of the Law, (ii) the terms of this DPA, and (iii) Partner's instructions. TARGELEON may provide Partner with a copy of its most recent third-party audits or certifications issued by an independent, third-party auditor, as applicable, or any summaries thereof in order to fulfil Partner audit rights. If an audit is required by law and where its requirements cannot be fulfilled by the provision of such certification, Partner may conduct, either by Partnerself or through a third party independent contractor selected by Partner at Partner expense, an on-site audit of the TARGELEON. Such audit may be conducted subject to the following terms: (i) the audit will be pre-scheduled in writing with

TARGELEON at least 30 days in advance and will be performed once a year at most; (ii) if applicable, all of Partner personnel performing the audit, whether employed or contracted by Partner, will execute a TARGELEON's standard non-disclosure agreement prior to the initiation of the audit, and a third party auditor will in addition execute a non-competition undertaking; (iii) Partner will undertake all necessary measures to ensure and verify that the auditors do not access, disclose or compromise the confidentiality and security of Personal Data other than Partner Personal Data on TARGELEON's information and network systems; (iv) Partner will take all necessary measures to prevent any damage or interference with TARGELEON or its service providers' information and network systems; (v) Partner will bear all costs and assume responsibility and liability for the audit and for any failures or damage caused as a result thereof; and (vi) any audit activities on TARGELEON's third-party service providers' information systems will be pre-scheduled and agreed on with the applicable providers; (vii) Partner will keep the audit results in strict confidentiality, use them solely for the specific purposes of the audit under this Section 6 and the GDPR will not use the results for any other purpose, or share them with any third party, without the TARGELEON's prior explicit written confirmation; (viii) If Partner are required to disclose the audit results to a competent authority, Partner will provide the TARGELEON with a prior written notice, explaining the details and necessity of the disclosure, as well as provide all further necessary assistance to prevent such disclosure.

17.5. Security Breach Management and Notifications If TARGELEON:

Becomes aware of any accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or access to any Personal Data transmitted, stored, or otherwise Processed on TARGELEON's equipment or in TARGELEON's facilities ("Security Breach"), TARGELEON will promptly: (i) notify the Partner of the Security Breach; (ii) investigate the Security Breach and provide Partner with all relevant information about the Security Breach; and (iii) take all commercially reasonable steps to mitigate the effects and minimize any damage resulting from the Security Breach.

17.6. Subprocessing And Transborder DATA Transfers Partner:

Authorizes TARGELEON to appoint Sub-Processors in order to provide the Services. TARGELEON may continue to use the Sub-Processors already engaged by the TARGELEON according to this DPA. TARGELEON may integrate the Partner's services with external service providers' platforms for the purpose of providing its Services, on Partner's behalf and for the purposes of serving the Partner's interests, where such external service providers may be Sub-Processors, which Partner hereby agrees to. A full list of such Sub-Processors is available upon the Partner's written request directed to the TARGELEON. Notwithstanding the provisions above, Partner hereby authorize TARGELEON to subcontract the Processing to the Sub-Processors based outside of the European Economic Area (EEA) to the extent necessary to duly perform the Service(s), under the condition that the Sub-Processors will provide sufficient guarantees in relation to the required level of data protection, e.g. through a Privacy Shield certification according to the EU Commission Decision 2016/1250, or a subcontracting agreement based on the standard contractual clauses launched by virtue of the EU

Commission Decision on standard contractual clauses for the transfer of personal data to processors established in third countries under Directive 95/46/EC or GDPR (the “Model Contract Clauses”), or based on other applicable transborder data transfer mechanisms.

17.7. Other Terms:

Partner authorizes TARGELEON to retain Personal Data for a period of 3 months from the date of its collection on Partner’s behalf and for the purpose of serving its interests, including for fraud prevention, ad security services, reporting services, complaints or chargebacks handling. This data may be deleted from TARGELEON’s servers after this retention period and/or after the termination of Agreement or earlier, at Partner written request. Notices: If Partner wish to make any inquiries about this Agreement, please contact support@TARGELEON.com Liability: Partner shall indemnify and hold TARGELEON, its officers, directors, employees, contractors, and agents harmless from and against all claims, liabilities, administrative fines, suits, judgments, actions, investigations, settlements, penalties, fines, damages and losses, demands, costs, expenses, and fees including reasonable attorneys’ fees and expenses, arising out of or in connection with any claims, demands, investigations, proceedings, or actions brought by data subjects, legal persons (e.g., corporations and organizations), or supervisory authorities under the data protection laws that apply to TARGELEON in respect of processing of Personal Data on behalf of Partner through Services. The liability of each party under this Agreement shall be subject to the exclusions and limitations of liability set out in the legal terms. Governing law: This Agreement shall be governed by, and is construed in accordance with, the laws of the State of Spain, without giving any effect to any choice of law and provisions thereof that would cause the application of the laws of any other jurisdiction.