

1. PREAMBLE

These General Terms and Conditions are intended to govern the general contractual relations of the parties, regardless of the Solution(s) subscribed to, and apply each time the COMPANY performs services for the PARTNER.

For each Service that the PARTNER wishes to entrust to the COMPANY, the parties will sign new Purchase Orders. However, on the occasion of any request for the implementation of a new Solution, the COMPANY reserves the right to submit new General Terms and Conditions, which will be valid for all the Services and which will replace the previous conditions, which the PARTNER expressly accepts.

2. DEFINITIONS

The terms defined below have the same meaning in the singular and in the plural.

Subscription : means the subscription by a User to a recurring Service offered by the PARTNER. Some Resources allow Users to be billed on a recurring basis, according to a periodicity specified in the Order Form. **Fee-for-Service Purchase**: means a unit purchase made by a User and invoiced only once through the Resources.

Aggregator: means any legal person, authorised by the COMPANY, whose activity is to rent and/or make available to a third party the Resource(s) for the needs of the latter. It is hereby specified that the said third party may not rent and/or make available to a third party the Resource(s) concerned without prior authorization from the COMPANY.

API: means the software used to implement communication between the PARTNER's platform and the COMPANY's platform.

Order Form : means the description of the Solutions subscribed to by the PARTNER and the related financial conditions.

Code: means a code issued by the COMPANY and provided to the User by the PARTNER to enable him/her to make a payment that authorises him/her to access the desired Services. A code is not equated with a monetary unit or a payment instrument.

Contract: means, for each Service ordered by the PARTNER within the associated Order Form, as the whole formed by these General Terms and Conditions, the Special Terms and Conditions and the Order Form applicable to the Services selected.

Publisher : means any legal entity offering, directly or indirectly, to Users its Services invoiced via the Solution(s). **Subsidiaries of Digital Virgo** : refers to all legal entities in which DIGITAL VIRGO directly or indirectly holds more than 20% of the capital/shares.

DIGITAL VIRGO Group : refers to all legal entities whose capital is held directly or indirectly to the tune of at least 40% by the company DIGITAL VIRGO.

Keywords : refers to series of letters and/or numbers which, associated with an SMS+ Short Number, allow access to an SMS+ Service. The Keywords used for the purposes of this Agreement are referred to in the Purchase Order(s).

Voice Number(s): means either Toll-free Number(s), Value-Added Number(s), Dynamic Number(s) or Geographic Number(s), indicated in the Order Form and used for the purposes of disseminating the PARTNER's Services.

Dynamic Number(s): means a Value-Added Number that is temporarily assigned to a User and that is indicated on the Site when he decides to call a Service of the PARTNER.

Toll-free number(s): means telephone number(s) that are free of charge for the User (except from a mobile phone) and for which the cost of communication is borne by the PARTNER.

Geographical Number(s): means telephone number(s) for which the cost of communication is borne by the Calling User and which is not surcharged.

Short SMS Number(s): means a Number accessible from the Users' mobile phones, the cost of which is borne by the calling User and which may be surcharged.

Value-Added Number(s) : means telephone number(s) for which the cost of communication is borne by the User and which is generally surcharged.

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Operator(s): means:

- any electronic communications operator within the meaning of the French Postal and Electronic Communications Code,
- any natural or legal person operating an electronic communications network open to the public or providing an electronic communications service to the public in a country other than France or any payment operator allowing the invoicing of a User,
- any intermediary service provider between the COMPANY and one or more Operators.

PARTNER : means the co-contractor of the SOCIETY, whether it is a Publisher or an Aggregator.

COMPANY: means the company DIGITAL VIRGO FRANCE/ or means the company of the DIGITAL VIRGO Group entering into an Order Form with the PARTNER for the provision of Services to the PARTNER.

Services : means the services provided by the COMPANY for the benefit of the PARTNER and described in each Contract.

Ethical recommendation(s): refers to the documents applicable to the Services that the PARTNER wishes to offer to Users via the Internet, a telephone or any other media.

Resources: means the resources made available to the PARTNER for the purposes of the performance of each Contract and specified in the Purchase Order(s). These may include SMS Short Number, Voice Number, Internet Resource, Mobile Internet Resource.

INTERNET+ BOX Resource: means the Resource accessible on the Internet made available to the PARTNER allowing it to invoice content and/or services via the invoice of the User's Internet service provider.

Mobile INTERNET Resource: means the Resource accessible on the Mobile Internet made available to the PARTNER allowing it to bill for content and/or services via the invoice of the User's mobile telephone operator.

Repayment(s): refers to the PARTNER's remuneration for the Services provided via SMS Short Number(s), INTERNET Resources, MOBILE INTERNET Resources or Value-Added Number(s) .

Services: means the intangible services (e.g. content, services, intangible goods) that the PARTNER wishes to offer to Users and which may be invoiced through their mobile telephony, fixed telephony and/or Internet service provider bill.

SMS+ Session : refers to a session of an SMS+ Service corresponding to an exchange of SMS messages between a User and the COMPANY's Service Platform (1 SMS-MO + 1 SMS-MT). An SMS+ session is considered complete if the time elapsed between the receipt of the User's SMS-MO on the Server Center and the receipt of the response SMS message from the COMPANY's Service Platform on the said Server Center is less than 24 hours.

Site : means the PARTNER's website or webapp on which it offers its Services or third parties authorized in the context of aggregation.

Solution(s): means the solution(s) made available to the PARTNER by THE COMPANY. This is the Solution(s) described in the Special Terms and Conditions and in the Order Form.

User(s): means the Users of the Site(s) and/or the PARTNER's Services and:

- who has subscribed to an Internet access offer from an Internet service provider, or from any person duly authorized by the subscriber himself; and/or
- have subscribed to a prepaid or post-paid offer with a mobile phone operator; and/or
- who have subscribed to a prepaid offer with a fixed telephone operator.

Access to the Service is reserved for Users who are up to date with the payment of their invoices.

3. CONTRACTUAL DOCUMENTS

Each Contract consists of the following documents, listed in descending order of priority:

- the Order Form(s),
- Special Conditions,
- of these Terms and Conditions.

The provisions of the above contractual documents express the entire agreement between the parties with respect to the subject matter of each Agreement. Accordingly, for each Contract, they cancel and replace any proposal (other than the one constituting, if applicable, the Specific Conditions) or any prior agreement, oral or written, relating to the same subject.

It is understood that the COMPANY may refuse any order when the elements appearing on the Order Form sent by the COMPANY to the PARTNER for signature have been modified by the PARTNER without the COMPANY's agreement.

Any request for modification by the PARTNER of the Services or the characteristics of its Service must be the subject of an Order Form duly regularized by the parties.

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4. OBLIGATIONS OF THE COMPANY

THE COMPANY undertakes to:

- to perform the Services diligently, in accordance with the rules of the trade and the requirements of the Contract;
- implement the Solutions as defined in the Contract and more particularly in the Special Conditions and the Order Form.

The use of the PARTNER's Service(s) is monitored and counted by the COMPANY's own tools . The PARTNER will be granted access to enable it to track the traffic generated on its Service.

In addition, the COMPANY:

- is responsible for the various relations with the Operators for the performance of the Services;
- makes available to the PARTNER the Resources relating to the Solutions subscribed to by the PARTNER specified in the Purchase Orders;
- invoices the PARTNER for the Services provided within the framework of the Solution(s) chosen by the PARTNER;
- depending on the Solution(s) chosen by the PARTNER, pay to the PARTNER the sums resulting from the traffic carried out on the Resources which are allocated to the PARTNER under the conditions provided for by the applicable Special Conditions,
- brings its platform into compliance with the Operators' equipment.

The subscribed Solution and the software included in this Solution are provided as is, i.e. without any other guarantee, and the PARTNER therefore uses the Solution under its sole responsibility.

The COMPANY undertakes, as far as possible, to ensure a quality of service to the Solutions sufficient for their proper functioning. It is expressly stated that, given the importance of electronic communications networks and the technologies involved, the COMPANY is subject to an obligation of means.

Sometimes, acts, omissions or absences of third parties may prevent or reduce the ability to connect to networks. The COMPANY will seek solutions to improve the situation as far as possible, but it is understood that in any event it cannot be held liable for malfunctions or unavailability of electronic and/or electrical communications networks.

It is hereby specified that the COMPANY recommends that the PARTNER seek advice from any professional who can provide legal advice regarding the Services it offers to End Users. The COMPANY does not provide any tax or legal advice on any matter relating to the Solutions provided and/or the Services.

5. OBLIGATIONS OF THE PARTNER

5.1. General obligations

The PARTNER undertakes to:

- provide all the information required in the Order Form and inform the COMPANY of any changes to this information;
- take all necessary measures with any third party of its choice, with a view to ensuring the proper functioning of the PARTNER's IT department and tools and, where necessary, updating them; in order to ensure the proper performance of the Service by the COMPANY. Any malfunction of the Solution due to any of the aforementioned elements is excluded from the scope of the COMPANY's responsibility,
- comply with all indications and technical requirements applicable to the Solution provided by the COMPANY and comply with any new indications and/or technical requirements;
- to pay the invoices issued by the COMPANY for the Services provided, within the deadlines and conditions provided for in the contract.

The PARTNER will be solely responsible for:

- the content of its Service or the data, information, trademarks concerning its products, such as presentation of the characteristics, performance, prices, conditions of sale, as well as the data, including any personal data, which are stored by it or transmitted to both its Users and the COMPANY, as well as the results produced by its Service;
- the exercise of its activity;
- the choice of the Solutions subscribed to;
- incidents in the operation of the API or software due to error or negligence on the part of the company, its employees or contractors;
- obtaining all authorisations to use and/or distribute, throughout the world, images, texts, videos, music, sounds and documents of any kind incorporated into the Service or likely to be made available to Users, and authorisations to use software implemented for the operation of the Service and not provided by the COMPANY; as well as the payment of any associated royalties;
- advertising published by it, which relates in particular to its Website and its Services;
- advertising distributed by it or through service providers;
- the referencing of its Website and its Services on search engines accessible in particular on the Internet and mobile Internet;
- the dissemination of its Services;
- of all its reporting obligations to the competent authorities;
- the payment of all taxes and fees related to its activity and the sale or rental of intangible content and/or Services that it offers;
- the obsolescence of the equipment(s) supporting the operation of its Site(s). Consequently, it is up to him to take financial responsibility for the evolution of this equipment, and failing that, to bear the consequences alone.

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The PARTNER undertakes to:

- use the Resources made available to them only on the URLs that they have previously declared to the COMPANY;
- at the request of the COMPANY, provide any advertising relating to its Site and/or Services and/or any information material on its activity and the Service within two (02) working days;
- at the request of the COMPANY, provide any useful information (such as description, details, etc.) on its Website, its Services within two (2) working days;
- transmit any complaint from Users relating to the subscribed Solution within two (2) business days;
- to do its business, prior to making the Service available to the User, information relating to the general terms and conditions of use of the Service and the acceptance of these conditions by the latter. These conditions must be transparent and specify in particular the conditions of availability, prices, deadlines and limits of use.

5.2. Obligations relating to the Published Service

The PARTNER declares that it alone assumes editorial responsibility related to the Service it offers to Users and is fully informed of the legal and regulatory provisions applicable to its activity and the provision of the Service and in particular the Ethical Recommendations that may be applicable to the Services, the latter being incorporated herein by simple reference. He expressly undertakes to comply with these provisions, including Ethical Recommendations, fully and scrupulously. As such, the PARTNER undertakes, on its own behalf and on behalf of its partners, to:

- use the subscribed Solutions in accordance with their intended purpose and in accordance with the regulations and ethical rules in force. In this context, the PARTNER undertakes, on its own behalf and on behalf of its partners, in particular not to use the Solutions:
 - in the context of activities that do not comply with the legislation and/or the Ethical Recommendations applicable in the territory concerned,
 - more generally to access or sell goods or services contrary to the laws in force, public order and morality, and in particular representing child pornography, or attacks on human dignity,
 - to invoice all or part of the sale of tangible goods or intangible services that are not actually provided,
- to comply with and ensure compliance with the obligations imposed by the Operators in their latest version in force.
- inform Users of the termination of their access to the Service at the end of the Agreement for any reason.

The PARTNER undertakes, on its own behalf and on behalf of its partners, to provide the Users of the Service with the information or the Service promised on its access page, as soon as the purchase is made or as soon as the User subscribes to a Subscription. The PARTNER also undertakes, on its own behalf and on behalf of its partners, in any promotional material, to bring its identity, contact details and any other information required by law to the public. Similarly, the PARTNER undertakes to clearly indicate to Users the prices of its Services, all taxes included in the local currency, and the billing method chosen, on all its promotional media. To this end, it must specify that the Service is invoiced by the fixed or mobile operator or the Internet service provider to the User in addition to the costs of communications or Internet access.

It will be the responsibility of the PARTNER to manage and take responsibility for all disputes and/or requests for reimbursement that may be made by Users, except in the case of proven liability of the COMPANY and this, within the limits provided for in these General Terms and Conditions. The PARTNER is nevertheless informed that the Operators reserve the right to make refunds to Users; these are deducted from the repayments under the conditions indicated in the Order Form.

The Service Provider declares that it has been informed that in the event of non-payment by a User of his or her fixed and/or mobile telephony and/or Internet access subscription bills, the Operator is free, in particular, to suspend or terminate the subscription contract subscribed to by the User or to provide restricted access to the Service. Consequently, the Service Provider shall refrain in advance from formulating any dispute concerning the measures that may be taken by the Operators against their subscribers.

It is the responsibility of the PARTNER to exclusively take all necessary measures to prevent fraud on the Service. In the event of fraud and/or suspicion of piracy, the COMPANY may be required to ask the PARTNER to take the necessary measures to put an end to the fraud or piracy and to carry out checks with its Users at its own expense on the origin of their calls, SMS, Internet and/or mobile Internet connections or to analyze lists of Codes, which the PARTNER accepts immediately. The User thus undertakes to provide the COMPANY with a copy of the User's order confirmation in accordance with the applicable legislation. Failure to provide supporting documents by the PARTNER may result in the cancellation of the corresponding repayment.

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5.3. Provisions applicable to the Resources made available by the COMPANY

5.3.1 Resources for Fee-for-Service Purchase and/or Subscription

The Resources may be used for billing Users for Fee-for-Service Purchases or Subscriptions.

Specifically, the PARTNER undertakes to use the Resources in accordance with the chosen payment method.

5.3.2 Resource Setup

The PARTNER undertakes to set up and use the Resources allocated to it by the COMPANY in accordance with the technical documentation provided by the COMPANY and the legislation in force. It is therefore prohibited from using any other Resource held by the COMPANY.

In the event of non-compliance with the obligations of Articles 5.3.1 and 5.3.2, the COMPANY reserves the right not to pay the PARTNER the sums resulting from the traffic of the Resources other than those allocated to the PARTNER or to suspend the performance of the Contract. In addition, in the event of a repetition, the COMPANY reserves the right to suspend without notice or, as the case may be, to terminate the Contract without notice at the sole fault of the PARTNER.

5.3.3 Resource Utilization

The provision of Resources by the COMPANY does not entail any ownership or other right of any kind whatsoever to the Resource(s) used.

The PARTNER undertakes not to fraudulently use the Resources belonging to the COMPANY. Similarly, the PARTNER shall refrain from using Resources belonging to the COMPANY other than those specified in the Order Form(s) or from disrupting in any way the operation of the Resource(s) made available by the COMPANY. In the event of failure to comply with this prohibition, the PARTNER shall be fully liable for the consequences of any kind resulting therefrom for the COMPANY and shall indemnify the COMPANY against the resulting pecuniary consequences, including penalties.

Except in the case where the PARTNER is an Aggregator authorized by the COMPANY, the PARTNER shall refrain from assigning, renting and/or making available (unless otherwise agreed by the COMPANY in the Order Forms), by any means whatsoever, the Resource(s) to a third party.

In the event that the PARTNER is an authorized Aggregator and makes the Resources available to third parties, the PARTNER remains solely responsible for any use of the Resource(s) thus transferred, rented and/or made available and guarantees the COMPANY against any harmful consequences that may occur. In addition, it undertakes not to transfer the Resources made available to it.

The PARTNER acknowledges that it is informed that the Resource(s) may be modified for service reasons that are beyond the control of the COMPANY; for example, a decision of a competent and/or judicial authority or body and/or an Operator. The PARTNER declares that it already accepts the possibility of such a modification. In the event of the occurrence of such a change, the PARTNER will be informed by simple letter or e-mail one (01) week before it takes effect, as far as possible. In any event, the withdrawal of the Resource(s) does not entitle the PARTNER to any compensation.

The PARTNER expressly acknowledges and accepts that the COMPANY retains, at any time, full freedom to make the Resource(s) available to any other PARTNER, including if the latter has a similar and/or competing activity to that of the PARTNER. He therefore refrains from any claim in this regard.

The PARTNER expressly acknowledges and accepts that THE COMPANY cannot be held liable in the event of a cut by the Operator of the Shared Resources.

In the event of non-payment by a User of the invoices issued by his Operator, the Operator in question retains full discretion to, in particular, suspend or terminate the subscription contract entered into by the User with this operator or provide a minimum restricted service to Users. These measures will have the effect of depriving Users of access to the Resources, which the PARTNER accepts and acknowledges. The PARTNER therefore refrains in advance from making any objection to these measures.

5.3.4. Economic sanctions

Sanction means any economic or trade sanction, law, regulation or restrictive measure (including sanctions or measures relating to an embargo or freezing of economic funds and resources) promulgated, administered, imposed or enforced by the United States of America, including OFAC Regulations, the United Nations, the European Union, the French Republic, and/or the British Treasury.

The PARTNER declares that neither it nor any of its subsidiaries within the meaning of Articles L233-1 and L233-3 of the French Commercial Code and/or intermediaries:

- are subject to sanctions or,
- are controlled by a person subject to sanctions or,
- are engaged in activities subject to sanctions, regardless of their geographical location, or
- have not carried out any activity, have committed any act or are behaving in a manner likely to violate the laws and regulations relating to the fight against money laundering, the financing of terrorism or corruption in force in any competent jurisdiction in the areas where it carries out its activities.

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The PARTNER guarantees that it has taken the necessary measures and has implemented adequate procedures and guidelines in order to prevent any violation of these laws, regulations and rules.

The PARTNER guarantees that the remuneration from its Services is not intended to finance the activities of a person who, to its knowledge, is subject to Sanctions or controlled by a person subject to Sanctions that could lead to the COMPANY being engaged in activities subject to Sanctions.

5.4. ABNORMAL TRAFFIC GENERATED BY THE PARTNER

The PARTNER acknowledges that certain Services, in particular those relating to Increased Value Added Numbers, may give rise to abnormal types of traffic or calls, which may not allow the recovery of the sums due by the Users in respect of these calls or traffic made from the Resources.

The PARTNER acknowledges that the qualification of "Abnormal Traffic" may result from precise criteria set out in the contracts between the COMPANY and the Operators.

These criteria include:

- concentrated traffic originating from a reduced number of calling numbers,
- calls lasting less than two (2) seconds (known as Hyper Short Calls, HSCs), insofar as the service cannot be rendered during the duration of the call;
- unbalanced profile of calling lines: calls only to Value-Added Numbers, no reception of calls... calls from fraudulently stolen or reloaded cards or from hacked lines;
- Calls generated in response to operations ping calls;
- calls to an unfair Value-Added Number service within the meaning of the Ethical Recommendations and, in general, any type of traffic flow and/or calling lines that could presage an attempt at payment fraud.

The PARTNER is informed that this list is given for information purposes only and is subject to change. In addition, any case of Anomalous Traffic indicated as such by an Operator or an authority will have the same effects.

In the event that Abnormal Traffic is detected, the COMPANY shall inform the PARTNER as soon as possible, indicating the Value-Added Number(s) concerned and the information relating to the Abnormal Traffic detected.

The COMPANY reserves the right to suspend Payouts relating to Abnormal Traffic, and will notify the PARTNER of the Value-Added Numbers or the ranges of Value-Added Numbers that do not give rise to the Payout, indicating to the PARTNER the type of traffic observed.

In any event, the COMPANY reserves the right to apply, without further formality, the precautionary measures as described below:

- suspend access to Value-Added Numbers subject to Abnormal Traffic from all or some of the Users,
- close the range of Value-Added Numbers concerned,
- withhold all or part of the Payouts.

In the event of an Abnormal Traffic being observed, the Parties undertake to make their best efforts and to work together to study and implement in good faith the appropriate measures to normalize the situation, and to take, if necessary, any appropriate measures, and in particular judicial, in the event of suspicion of fraudulent actions on the part of a third party.

5.5. Non-compliance by The PARTNER of its obligations

Failure by the PARTNER to comply with one or more of these obligations may automatically result in the application by the COMPANY of a penalty for each breach notified by an Operator and/or by a competent body, and/or observed by the Company, and/or denounced by several User reports.

Failure by the PARTNER to comply with its obligations may result, in addition to the application of the above-mentioned penalty, in the cancellation of the payment corresponding to the breach notified by the Operator and/or by a competent body and/or the termination of the breach for breach under the conditions of Article 13.2 or immediately by the COMPANY of the Contract.

In the event of a breach of an exclusivity obligation stipulated in the Order Form, the PARTNER shall owe the COMPANY an equivalent indemnity:

- the amount of the sums actually invoiced to the PARTNER during the six (6) months preceding the notification of the COMPANY's breach to the PARTNER, or
- to a monthly indemnity due until the end of the Contract corresponding to ten percent (10%) of the average pre-tax turnover generated under the Contract, this average turnover is calculated on the basis of the pre-tax turnover generated during the last three (3) months preceding the date of the breach.

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In the event that the COMPANY is held liable for an element thus placed under the responsibility of the PARTNER, or more generally because of an act or omission of the PARTNER, the latter must also guarantee and indemnify the COMPANY for all financial consequences resulting therefrom. In this context, the penalties applied by the Operators and the other financial consequences that the COMPANY may bear as a result of the PARTNER's breach(es) of its obligations.

The COMPANY shall not be liable for any delays in the performance, non-performance or defective performance of the Services that may be caused, in whole or in part, by the PARTNER's failure to comply with the above obligations.

Finally, the PARTNER acknowledges the right of the COMPANY to carry out tests in order to verify that the PARTNER complies with its contractual commitments and/or in order to verify the proper functioning of the subscribed Solution. The tests will not give the right to payment to the PARTNER.

6. COLLABORATION & COOPERATION

The parties agree to work closely together in their relationship.

Each of the parties undertakes to maintain an active and regular collaboration by providing the other party with all the elements and information that the latter may request in the context of this Contract and the preparation of any amendments. In the event that the request for information made by the PARTNER to the COMPANY requires the COMPANY to carry out a technical study or work the performance of which is not part of the scope of the Services entrusted as defined in the Special Conditions, the COMPANY may invoice the Services thus provided to the PARTNER on the basis of an amendment signed between the parties or new Purchase Orders signed between the parties.

7. FINANCIAL CONDITIONS

The prices and payment terms applicable to each Service are defined in the Purchase Order(s) concluded by the PARTNER. The same applies to the payout fee schedules that may be applicable.

It is recalled that, unless there are specific regulations requiring prices to be denominated including all taxes, prices are defined in euros excluding tax and are increased by any taxes in force on the day of invoicing. The COMPANY undertakes to provide the PARTNER, upon request, with a certificate indicating that it has fulfilled its tax obligations in accordance with the applicable legislation, in particular with regard to VAT.

7.1 Terms and conditions of Operator Repayments to the PARTNER

When the PARTNER has subscribed to a Solution generating traffic on one or more Resources made available to it, the COMPANY pays it a share of the Operator payments according to the following terms.

The COMPANY shall pay the PARTNER the sums resulting from the traffic carried out on the Resources allocated to it, subject to having received by post the Order Form duly initialled and signed by it, as well as a bank account, a registration certificate (KBis for PARTNERS established in France) of the PARTNER, as well as the KYC duly completed, and for companies not established in France, a certificate of tax liability.

The payout fee schedules are defined in the corresponding Order Form.

The COMPANY will send the PARTNER a provisional call for invoices showing the sums due to the PARTNER for the repayments, less the costs indicated in the Purchase Order. These calls for invoices will be calculated on the basis of the COMPANY's statistics.

Upon receipt of this call for invoices, the PARTNER will issue its invoice.

The PARTNER acknowledges that any dispute relating to the statements of repayments (or calls for provisional invoices) must be notified by registered letter with acknowledgement of receipt to THE COMPANY within a maximum period of three (3) months from their sending by THE COMPANY.

As the payment of the PARTNER's invoices is linked to the payment of the payments from the Operators to the COMPANY, this will take place by bank transfer within sixty (60) days of the date of issue of the invoice, subject to the receipt by the COMPANY of the payments from the Operators, and subject to any set-off with any claim that may be held by the COMPANY or a company of the Group to which the COMPANY belongs on the the PARTNER.

In the event that the COMPANY has made payments to the PARTNER on the basis of one (or more) calls for provisional invoice(s) and that a difference appears between the payments made by the COMPANY to the PARTNER and those calculated on the basis of the payments actually paid by the Operators, the COMPANY reserves the right to regularize by any means the payments due to the PARTNER.

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In the event that the Operators withhold sums in respect of one or more penalties due to the PARTNER's failure to comply with the Ethical Recommendations and/or the COMPANY's recommendations regarding their application, the COMPANY may deduct these sums from the amount due to the PARTNER, after having informed him/her.

In addition, it may happen that the payments actually received by the COMPANY from the Operators are lower than those paid in advance by the COMPANY to the PARTNER. The COMPANY may then regularise the payments not received, in particular due to fraud by Users.

In this case, the COMPANY will withhold or suspend the said sums and pass them on by any means to the PARTNER, in particular by withholding from future payments due to the PARTNER.

In addition, the COMPANY may withhold the payment due to the PARTNER in the following cases and may pass them on by any means to the PARTNER with any fees and penalties charged by the Operators to the PARTNER:

- non-compliance with the commitments made by the PARTNER with regard to the Ethical Recommendations applicable to the Service;
- cases of Abnormal Traffic referred to in Article 5.4;
- non-compliance with applicable legal provisions, in particular those relating to consumer law;
- insolvency proceedings opened against a Operator;
- specified by the Operators.

In these cases, the COMPANY undertakes to inform the PARTNER by e-mail.

It is specified that in the event that the price list indicated in the Order Form is in a foreign currency or if the COMPANY makes payments at the request of the PARTNER in a currency different from that used by the Operators, the conversion rate taken into account when issuing the provisional Call for Invoice for the calculation of the payments due to the PARTNER will be the conversion rate indicated by the bank European Central Bank (ECB), or the national bank indicated in the Purchase Order, for the last day of the relevant operating month increased by 1% (one percent).

However, the PARTNER expressly agrees that any fluctuation in the value of the local currency affecting the financial conditions will be taken into account in the calculation of payments, in which case a percentage greater than one percent (1%) of the exchange rate may be applied. The PARTNER will be informed by e-mail and/or any other means of communication chosen by the COMPANY of the changes made to the percentage of the

exchange applied to payments. The PARTNER shall have the option to accept that such rate changes shall be applied to it by the Company on the effective date specified by the Company, or to terminate the Agreement within thirty (30) days.

Bank transfers may only be made to the PARTNER who is a co-contractor to these General Terms and Conditions. No delegation of payment is allowed. In addition, payment by bank transfer must be made via a bank located in the country in which the PARTNER is registered.

Any invoice that does not include the generated call for invoice identifier, the period covered by the provisional call for invoice, as well as all the information required by applicable law cannot be taken into consideration and will therefore not give rise to payment. In this case, the PARTNER must send THE COMPANY a new invoice in accordance with the above provisions.

The amounts of the payouts will be indicated within the invoice calls and in the invoices in the currency used by the Operators for the payment of the payouts. If the PARTNER so requests and unless otherwise legally impossible, the COMPANY may nevertheless make the payment to the PARTNER in another currency by applying the conversion rate indicated by the European Central Bank (ECB), or by the national bank indicated in the Order Form, on the day of payment by the COMPANY of the repayments due to the PARTNER. In the absence of a specific indication in the Order Form, payment will be made to the PARTNER in the currency indicated in the call for provisional invoices.

7.2 Methods of invoicing the Services by THE COMPANY

The prices and payment terms applicable to each Service are defined in the corresponding Order Form.

The PARTNER expressly accepts that the payment of invoices issued by the COMPANY will be made by direct debit via the bank details communicated by the PARTNER, within the deadlines indicated in the Contract or on the Order Form.

The Implementation Services, i.e. those provided by the COMPANY prior to the date of publication of the Services, are, unless otherwise provided for in a higher-ranking document, invoiced as follows:

- 1st deposit of 50% on order
- the balance at the time of receipt of the Services.

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Recurring Services will be invoiced in accordance with the terms and conditions set out in the Order Forms and these General Terms and Conditions. However, in the event of a delay or failure to put the Services online, due to the PARTNER and despite the implementation by the COMPANY of all useful means, the COMPANY will be entitled to demand payment for the recurring Services, and in particular those conditional on the online publication of the Services.

Unless otherwise provided for in a higher-ranking document, invoices sent by the COMPANY to the PARTNER are payable thirty (30) days from the date of issue of the invoice.

In the event of default or late payment on its due date, the COMPANY will no longer be bound by its contractual obligations until the payment is regularised by the PARTNER.

The absence of a dispute of invoices within 45 days of its receipt by the PARTNER will be deemed to be final acceptance of the invoices by the latter, who will no longer be able to dispute them.

If the PARTNER is made up of several entities/subsidiaries, and if the amounts invoiced are less than one hundred and fifty euros (€150) per month and per entity/subsidiary, the COMPANY may issue a single global invoice to the PARTNER for all the entities/subsidiaries which will take care of the internal re-invoicing to its entities/subsidiaries, or the COMPANY will make quarterly invoices "due" to the PARTNER.

If the disputed amount is less than five percent (5 %) of the total value of the invoice to which the dispute relates, the total amount specified in the invoice must be paid by the PARTNER to the COMPANY when it is due.

If, on the other hand, the amount in dispute is greater than five percent (5%) of the total value of the invoice that is the subject of the dispute, it may be deducted from the payment of the invoice until the dispute is resolved. The balance of the invoice remains, in any event, payable on its due date.

In the event that the Parties have not resolved a dispute within ten (10) days of the PARTNER's notification, each Party may notify the other Party in writing of its willingness to submit the dispute to an expert ("the Expert") chosen by mutual agreement between the Parties or, in the absence of an agreement, within five (5) working days of said notification, appointed by the President of the Commercial Court of Paris. The Expert shall act as the common representative of the Parties and not as an arbitrator and his decision shall be final and without appeal, unless there is evidence of a manifest error. The Board shall render its decision within twenty (20) days of its appointment.

The Parties shall cooperate with the Expert and provide the Expert without delay with such documents and information as the Expert deems necessary to enable the Expert to render its decision.

Any amount owed by one Party to the other under the Expert's decision shall be payable within ten (10) days of such decision. The rejected Party shall pay, in addition to the sums due, default interest calculated between the due date of the amount concerned and the date of actual payment. In addition, it will bear the cost of the Expert.

7.3 Late payment interest

By express agreement between the parties, it is provided that the failure of payment by the PARTNER on the due date, unless postponed in time and formally granted by the COMPANY, will result without prior notice of:

- the forfeiture of the due date of all sums due by the PARTNER and their immediate exigibility, regardless of the method of payment that had been provided;
- the invoicing of late payment interest, due by the mere fact of the expiry of the contractual term representing three (03) times the legal interest rate based on the amount of the debt not paid at the due date. The rate is calculated *pro rata temporis* per one-month period. The above-mentioned sum will be capitalized at the same rate, every 1st of a month,
- invoicing of a lump sum compensation for expenses of 40 euros including tax.

7.4 Changes in financial conditions

The PARTNER acknowledges that it has been informed that the price of the Services, and the amount of the payments, depend in particular on the financial conditions of the third-party Operators. Therefore, the PARTNER expressly accepts that changes to the financial conditions applied by these Operators to the COMPANY, having an impact on the financial conditions of the provision of the Services by the COMPANY to the PARTNER, as well as the changes by the Operators to the payout price lists, will be reflected in the price of the Services and the amount of the repayments. The PARTNER will be informed by e-mail and/or any other means of communication chosen by the COMPANY of changes to the above elements. The PARTNER expressly accepts that these price changes will be reflected by the COMPANY on the effective date indicated in the information email or any other means of communication chosen by the COMPANY, if necessary retroactively if imposed by said third party. The above provisions will also apply in the event of a change or change in the distribution of the subscriber base between the various Operators.

However, the PARTNER retains the right to terminate this Contract within one (1) month of receipt of the first call for invoices or invoices recording a change mentioned below.

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if he refuses the tariff changes. If you fail to object within the aforementioned deadlines, the tariff change will be deemed to have been accepted.

7.5 Compensation

The costs of developing, implementing, renting and transferring the Services will be compensated in full within six (6) months of the Services being made available online. If the amount of the payments at the end of these six (6) months does not allow for full compensation of these costs, the outstanding balance will be invoiced to the PARTNER; the said invoice must be paid within thirty (30) days of its issuance.

The PARTNER hereby consents to any set-off of claims that may occur between his company, or companies belonging to the same group of companies as himself, and the companies belonging to the DIGITAL VIRGO Group.

In addition, the parties expressly agree that all obligations to pay sums of money arising between them, not subject to discussion as to their due date and amount, will offset each other, by operation of law and without formality, whether or not the conditions for legal set-off are met. However, the operation of this set-off may not have the effect of exempting the parties from their accounting obligations relating in particular to the issuance of reciprocal invoices.

7.6 Requisitions

The PARTNER acknowledges that the COMPANY reserves the right to charge fees of up to fifty (50) euros excluding VAT per judicial requisition processed and undertakes to pay it, in accordance with the provisions set out in the financial conditions.

7.7 Taxation

Each of the parties remains responsible for the payment of the taxes and duties incumbent on its activity, any solidarity being excluded in this matter. It will be the responsibility of the PARTNER to take all necessary measures to fulfil all of its obligations with regard to the declarations and/or payments of taxes, and taxes of any kind whatsoever. Similarly, it will be up to it to take all necessary measures with its partners based outside French territory to ensure that they fulfil all their obligations with regard to tax declarations and/or payments.

In addition, the PARTNER will ensure that its company structure and activities comply with French tax regulations.

The PARTNER is therefore informed that THE COMPANY may be obliged to withhold a percentage of the amounts to be paid to the PARTNER and to pay the corresponding withholding taxes to the French tax authorities.

Consequently, these deductions will be deducted from the sums to be paid by the COMPANY to the PARTNER.

7.8 Statistics

As a matter of principle, the Operator statistics will be authentic between the parties, however when it is not possible to obtain individual Operator statistics by the PARTNER, in particular for certain shared resources, the parties agree that the COMPANY's statistics will be authentic.

8. PROVISIONS APPLICABLE TO SERVICES GIVING RISE TO INTELLECTUAL PROPERTY RIGHTS

8.1. Elements provided by the COMPANY

The elements made available to the PARTNER and/or created by the COMPANY for the purposes of performing the Services that are protected by an intellectual property right remain the exclusive property of the COMPANY or the third party holder of the corresponding rights.

On these elements, the COMPANY grants the PARTNER a personal, non-exclusive and non-transferable right to use the said elements for the sole needs of the Service and for the sole duration of the Contract under which they are made available. This right is valid for the national territory.

In the event of an express transfer of intellectual property rights on the elements created by the COMPANY for the purposes of performing the Services, the latter will only intervene upon full payment of the corresponding price.

8.2. Elements provided by the PARTNER

The elements provided by the PARTNER to the COMPANY that are protected by an intellectual property right remain the exclusive property of the PARTNER or the third party holder of the corresponding rights. Consequently, the PARTNER undertakes to guarantee and indemnify the COMPANY against financial consequences of any kind that may result from an action or claim by third parties arguing that the elements provided by the PARTNER, or the use made of them, constitute an infringement of its rights. The COMPANY may, due to the aforementioned actions and claims, suspend the Contract in whole or in part.

9. PROVISIONS APPLICABLE TO SERVICES SUBJECT TO ACCEPTANCE

The Services for the implementation of a Service may be subject to an acceptance procedure prior to the publication of the Service online. The procedure may, if necessary, take place in one or more phases as specified in the Voucher

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Order, it being understood that the posting of the Services online by the PARTNER will be equivalent to definitive acceptance of the Services.

Any request for the Service to be put online made by the PARTNER, or any production of the latter, even if the PARTNER has not, within the time limit, notified or recorded any reservations, will be deemed to be tacit acceptance of the Implementation Services.

10. APPLICABLE MAINTENANCE PROVISIONS

The operation of the Solution may be interrupted to allow the COMPANY to carry out the maintenance and upkeep work on the computer system (API and software) constituting its technical platforms that underpin the provision of the Services, in order to maintain the quality of the Service.

This work will be carried out, with forty-eight (48) hours' notice, at the times when the Service is least used by Users. The duration of this work, for each Solution, must not exceed a total of twelve (12) hours per month, nor extend more than four (4) consecutive hours.

Any interruption of the computer system lasting more than two (2) hours and not planned as provided for above may be the subject of a written explanation (fax, post, e-mail) by the COMPANY a posteriori and at the request of the PARTNER.

The Service may also be interrupted for the needs of any changes that the PARTNER may request from the COMPANY.

11. PROVISIONS APPLICABLE TO SERVICES INCLUDING THE PROVISION OF AN API, APPLICATIONS OR SOFTWARE

The API and software belonging to the COMPANY and made available to the PARTNER, including by rental, are and remain the exclusive property of the COMPANY or the third party holder of the related property right.

It is the responsibility of the PARTNER to proceed under its sole responsibility with the installation of the API and/or the applications in accordance with the technical specifications provided to it by the COMPANY, as well as any updates thereto, at the first request of the COMPANY. As such, the PARTNER undertakes to scrupulously comply with the technical specifications provided by the COMPANY for the purposes of using the API and/or applications. The technical specifications may evolve according to technical developments and/or the management requirements of the API and/or applications, the PARTNER will then be notified by any means by the COMPANY, and must comply with them. The PARTNER undertakes to provide the COMPANY with its IP address ranges for the purposes of the proper use of the API and/or applications.

The PARTNER must comply with the instructions for use given by the COMPANY and in particular use the scripts provided by the COMPANY. The PARTNER shall refrain from any intrusion into the programs made available to it within the framework of these terms and conditions.

It is the responsibility of the PARTNER to ensure that its IT and Internet environment is and remains compatible with the API and/or applications.

12. MODIFICATION OF SOLUTIONS

The COMPANY reserves the right to modify all or part of the subscribed Solution at any time at its discretion. As such, the COMPANY may propose to the PARTNER new financial conditions including, for example, new payment methods or new means of payment, may suspend and/or withdraw certain services it offers and/or payment methods from the subscribed Solution or withdraw or suspend certain Solutions, without the PARTNER cannot oppose it. The PARTNER may not consider the changes to the subscribed Solution as any breach by the COMPANY of its essential obligations and it will not be able to claim the award of damages. In the event that the evolution of the subscribed Solution does not suit him, the PARTNER will be free to terminate the related Contract by sending a registered letter with acknowledgement of receipt within fifteen (15) days following the sending of the information e-mail by the COMPANY or any other means of information. Silence on the part of the PARTNER during this period shall constitute acceptance of changes to the subscribed Solution.

13. TERMINATION – SUSPENSION

13.1. Termination at maturity

Each Party may terminate the Contract by means of a registered letter with acknowledgement of receipt, notified at least three (03) months to the other Party before the expiry date of the current contractual period. The Solution will automatically terminate at the end of this notice.

13.2. Termination for default

Either party may, by operation of law, terminate the Contract in the event of a breach by the other party of one of its essential obligations, if the latter is not remedied within thirty (30) days, from the sending of a registered letter with acknowledgement of receipt, notifying the breach in question. However, the COMPANY may also terminate the Solution by operation of law and without notice when its liability could be called into question in the event of a breach by the PARTNER of one of its essential obligations. These terminations will take place without prejudice to any damages to which the party who is the victim of the breach may be entitled

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the Contract or,

In addition, if the termination is pronounced at the fault of the PARTNER, the Services performed on the day the termination takes effect will remain due by the PARTNER, as well as an indemnity equal to the price of the Services over the remaining period until the end of the terminated Contract, this indemnity corresponding to the product of (a) the average monthly amounts due to the COMPANY under the Contract during its effective duration of performance, by (b) the number of months remaining in the balance of the contractual period. This indemnity may, if necessary, be increased by the sums referred to in the articles on intellectual property and liability.

13.3 Early termination of the PARTNER

In the event of early termination by the PARTNER, excluding termination for default by the COMPANY or due to a case of force majeure, the COMPANY shall be liable:

- fifteen percent (15%) of the average monthly operator payment made in the six months preceding the termination, multiplied by the number of months remaining, or,
- fifteen percent (15%) of the average monthly amount invoiced in the six months prior to termination, multiplied by the number of months remaining.

In the event of an early exit of the PARTNER between the date of signature of the Contract and the date agreed for commissioning, all the technical services provided before this commissioning (studies, installations, purchase of equipment, etc.) will be invoiced by the COMPANY.

The PARTNER shall also be liable for the fixed costs invoiced by the COMPANY, as well as for all penalties and indemnities, duly justified, applied to the COMPANY by the Operators or third parties such as ARCEP with whom the COMPANY has been led to conclude agreements for the provision of the Services terminated by the COMPANY.

In the event of delay or non-publication of the Services, due to the PARTNER and despite the implementation by the COMPANY of all useful means, the COMPANY shall be entitled to demand payment for the recurring Services, and in particular those conditional on the online publication of the Services.

13.4 Termination for insufficient traffic

The COMPANY reserves the right to terminate the Contract by operation of law for insufficient traffic, if the payments to the PARTNER are less than:

- Six thousand euros (€6,000) accumulated during the first six (6) months following the effective date of the Contract or,
- One thousand euros (€1,000) per month on the sixth month following the effective date of

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- Six thousand euros (€6,000) for a continuous period of six (6) months during the performance of the Contract.

13.5 Termination for Prolonged Non-Use of the Service

In the event that THE COMPANY finds that all or part of the subscribed Solution is not used for an extended period of one (1) year, it reserves the right to terminate the related Contract by giving fifteen (15) days' notice and reserves the right to delete all accounts and the data associated with these accounts.

In the event of the absence or insufficiency of acquisition by the Service Provider of one of the Services, THE COMPANY reserves the right to suspend the provision of the Services for the Service concerned, or to suspend or interrupt access to the said Service after formal notice notified in writing that has remained ineffective five (05) working days from the sending of the said formal notice or without notice when the liability of THE COMPANY would be likely to be directly put due to the absence of a Suspension.

13.6 Termination due to insolvency proceedings of the PARTNER

The Parties expressly agree that the COMPANY may terminate the contract, without notice, in the following cases and without any compensation being claimed for any reason whatsoever by the PARTNER, if the latter is the subject of collective proceedings such as amicable settlement, receivership or judicial liquidation, provisional suspension of proceedings, bankruptcy or similar proceedings of the PARTNER, insofar as public policy legislation allows termination.

13.7 Other Terminations

In the event that a decision by a judicial or administrative authority and/or an Operator, or a regulation, prohibits or restricts the use of the subscribed Solution, the COMPANY may terminate the Contract by operation of law by any means and without notice, such termination may not give rise to any damages of any kind whatsoever.

13.8 Effects of termination of contract

In the event of termination or termination of this Agreement for any reason:

- the PARTNER must delete the API of the subscribed Solution and any other software/application made available by THE COMPANY from its Site(s) and/or its equipment;
- the PARTNER must destroy all information and/or documentation relating to the subscribed Solution;

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- the PARTNER shall refrain from using the subscribed Solution, the trademarks registered by the COMPANY, the Resources, any other resource used in the context of the execution of the subscribed Solution as well as any other element provided by the COMPANY in the context of these Terms and Conditions;
- the COMPANY will send a balance of any account to the PARTNER.

Data relating to the Contract and financial flows will be kept for five (05) years from the termination of this Contract.

13.9 Suspension

In the event of a breach by the PARTNER of its contractual obligations, its obligations to comply with legal, regulatory, professional or other requirements, including Ethical Recommendations, applicable to the Services, or the rights of third parties, the COMPANY reserves the right to suspend the provision of the Services, or to suspend or interrupt access to the Services after formal notice has been notified in writing and remains ineffective two (02) working days from the sending of the said formal notice or without notice when the liability of the COMPANY could be directly called into question by the absence of a Suspension.

Similarly, in the event of (i) suspension of all or part of the Operator contracts due to a breach by the PARTNER or (ii) a decision by a judicial or administrative authority, and/or an Operator, or a regulation suspending the use of the subscribed Solution, the COMPANY reserves the right to suspend the provision of the Services, or suspend or interrupt access to the Services, respecting as far as possible a notice period taking into account the urgency and/or the time limit set by any competent judicial, administrative or supervisory authority.

No compensation or reparation whatsoever shall be due by the COMPANY to the PARTNER as a result of such Suspension, and the PARTNER shall otherwise remain liable to perform its financial obligations arising from the Contract for the duration of the Suspension. In addition, if the Suspension affects all the Services or the Service and has a duration of more than one (01) month, the COMPANY will have the right to terminate the Contract at the fault of the PARTNER without prejudice to any damages to which it may claim.

In the event of criminal proceedings being initiated by the Public Prosecutor's Office against the PARTNER, its representative or any person referred to in Article 43-10 of Law No. 86-1067 of 30 September 1986, as amended, relating to the freedom of communication on the basis of the content of the PARTNER's Service or the advertising of this service, the COMPANY may suspend the performance of all or part of the Services without the right to compensation for the PARTNER until the date of the final judicial decision to be made.

In the event of a conviction of the PARTNER, its representative or any person referred to in Article 43-10 of the aforementioned Law No. 86-1067 or of the publicity for the said Service by the PARTNER, the COMPANY may terminate all or part of the Services by operation of law. This termination hypothesis entails the same consequences as an early termination at the initiative of the PARTNER, namely the payment of all billable fixed costs and an early exit indemnity, as provided for in Article 13.3 above.

14 LIABILITY

Each of the parties shall be considered liable and shall indemnify the other party for any damages that it may suffer and that result from the non-performance and/or improper performance by it of any of its obligations under this Agreement.

The Solution subscribed to by the PARTNER is used under its sole direction, control and responsibility. The COMPANY may not be held liable under any circumstances for errors, data corruption or failures caused by misuse of the subscribed Solution.

In the event that the COMPANY is held liable for an element placed under the responsibility of the PARTNER, or more generally because of an action or omission of the PARTNER, the latter must guarantee and indemnify the COMPANY for all financial consequences resulting therefrom. This also applies to the penalties applied by the Operators and the other financial consequences that the COMPANY may bear as a result of the PARTNER's failure(s) to meet its obligations.

The PARTNER also declares that it acknowledges that the subscribed Solution is likely to evolve. Consequently, the PARTNER waives any liability of the COMPANY for any reason whatsoever for any evolution of the Solutions and in particular in the event of suspension and/or withdrawal of a service and/or payment method.

The PARTNER is solely responsible for the use it makes of the functionalities made available to it as part of the Solution, including when they allow it to interact with third parties or to use third-party services, content or technologies. It undertakes to comply with applicable laws and regulations, as well as the rights of third parties.

The COMPANY may not be held liable under any circumstances for the consequences of illicit, unauthorized or non-compliant use of the Solution by the PARTNER, including, but not limited to, in the event of failure to comply with moderation obligations, data processing or the dissemination of prohibited content.

The PARTNER undertakes to guarantee and hold harmless the COMPANY from any consequence,

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claim or sanction, emanating from any third party or authority, and resulting from the use it makes of the Solution.

By virtue of the COMPANY's capacity as a technical service provider between the Operators and the PARTNER, the parties expressly agree that in the event of the COMPANY's liability being called into question, regardless of the nature or basis of the action:

- only direct damage is likely to give rise to compensation. Consequently, all indirect damages, and in particular commercial damage, loss of PARTNER, any commercial disturbance, loss of brand image, suffered by the PARTNER, its Users

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and/or by a third party, may not give rise to the right to compensation for the benefit of the PARTNER;

- the amount of compensation that may be charged to the COMPANY is expressly limited over the entire duration of a Contract to the lesser of the following two sums: the amount of the remuneration actually received by the COMPANY or the amount of the sums actually invoiced to the PARTNER during the six (06) months preceding the date of occurrence of the event causing the damage, or 15% of the sums actually paid during the six (06) months preceding the date of occurrence of the event causing the damage and may in no case exceed thirty thousand euros (€30,000).

15 FORCE MAJEURE

For the purposes of the Contract, a case of force majeure is understood to mean any irresistible, unforeseeable and external event preventing one of the parties from performing the obligations imposed on it under the Contract, such as fires, floods and other natural disasters, the failure of an Operator (in France or abroad) or the failure of a supplier, provided that it is demonstrated that it was irresistible, the modification of any regulations applicable to the performance of this Agreement with these characteristics.

The occurrence of a case of force majeure invoked by one of the parties must be notified to the other party by registered letter with acknowledgement of receipt within fifteen (15) working days from the occurrence of this event, and will initially suspend the performance of the Contract by operation of law. Secondly, and unless otherwise agreed by the parties, if the latter note that the case of force majeure persists beyond a period of two (2) months, the Contract will be automatically terminated by operation of law and without this giving rise to the payment of any compensation by either party to the other.

16 CONFIDENTIALITY

The parties guarantee the confidentiality of the information exchanged within the framework of the Service Agreement. Each of the parties undertakes to treat as confidential all information and knowledge relating to the other party to which it may have had access in the context of the negotiation, execution or termination of the Service Agreement or in any other way, including, in particular, technical information, specifications, commercial information, financial, registered or, more generally, any other information concerning the other party and its activities.

Except as required by law and without the prior written consent of the other party, each party undertakes, in particular, not to disclose any such information to any person whatsoever

or, and in particular to competitors of the other party, and not to use any of them in the context of any other mission, on behalf of any other person, or for personal purposes.

This confidentiality obligation will continue to apply for twenty-four (24) months after the end of the Service Agreement, and regardless of the cause. To this end, the parties will take all the necessary measures with their staff, or with companies to which they may have recourse, in order to keep the said information confidential. In particular, the parties undertake to limit the distribution of these documents to members of their staff or subcontractors who need it in the performance of their duties for the performance of the Service Agreement.

This obligation of confidentiality does not apply to information that is known at the time of its disclosure by one of the parties, nor to information that is in the public domain on the day of its disclosure. Before the official announcement of the signing of the Service Agreement, a party may only declare the existence of the Service Agreement to third parties subject to the prior written authorization of the other party, it being understood that in any event and throughout the duration of the Service Agreement, the content of the Service Agreement remains confidential.

17 CORRESPONDENCE

E-mails are sent to the address indicated by the PARTNER when subscribing to the Order Form.

18 EVIDENCE

Any registration, timestamp, referencing made on the COMPANY's computer systems in execution of this Contract will be proof between the parties.

19 GROUP OF PUBLISHERS

When the PARTNER acts as an Aggregator on behalf of a group of publishers or third parties, it undertakes to bring the provisions hereof to the attention of each of the publishers or third parties that have mandated it. It is committed to the compliance of these provisions by the said publishers or third parties and must guarantee the COMPANY against all the harmful consequences that the latter's failures could entail for it.

20 SUBCONTRACTING

The COMPANY reserves the right to subcontract all or part of the Services to any company. The COMPANY remains solely responsible to the PARTNER for the services thus subcontracted.

21 ASSIGNMENT

The Contract may not under any circumstances be transferred, in whole or in part, for consideration or free of charge, by one of the parties, without the express prior authorisation of the other party. However, the Contract is freely transferable by the COMPANY to any company of the DIGITAL VIRGO Group and/or to any

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a company which, in the context of the restructuring of its capital or its activities, would replace its rights and obligations, in particular in the event of a transfer resulting from a merger, a partial contribution of assets or a sale of assets.

In the event of a request for the assignment of the Contract by the PARTNER to another party, the COMPANY reserves the right to charge a processing fee of 300 euros excluding tax.

22 CHANGES TO THE GENERAL TERMS AND CONDITIONS

The COMPANY reserves the right to modify or develop the Contract at any time. The use of the Service implies the full acceptance by the PARTNER of any revision and/or modification of the Agreement.

23 COMMERCIAL REFERENCE

The COMPANY may freely use the PARTNER's reference (including the PARTNER's trademark(s) and/or logo(s)) as a commercial reference, which the PARTNER accepts, unless the latter sends a registered letter with acknowledgement of receipt requesting the non-use of the said trademarks and logo for the future.

24 INSURANCE

Each of the parties declares that it is insured with a notoriously solvent insurance company, established in France or in the country where the PARTNER has established its registered office, for all harmful consequences of acts for which it may be held responsible, under the Contract. Each of the parties declares that it has paid all the premiums due, and undertakes to proceed with the payment of future premiums.

25 DATA

The PARTNER also undertakes to comply, with regard to the Services, with all legal and regulatory requirements relating to information technology, files and freedoms as they result from the European Regulation on the protection of personal data 2016/679 and Law No. 78-17 of 6 January 1978 as amended, or any text that may modify or replace it and, in particular, to carry out all the steps prescribed by such texts. Thus, the PARTNER undertakes, on its own behalf and that of its partners, to comply with the provisions relating to cookies and pop-up windows.

The PARTNER undertakes to comply with the obligations relating to the protection of personal data as set out in the Specific Terms and Conditions of each Solution. The data collected in the context of the Services remain the property of the PARTNER. The information collected in this way is intended solely for the exclusive use of the COMPANY in the context of the implementation of the Services, and is not the subject of any transfer or communication to third parties other than the technical service providers involved in the implementation of the Services. These service providers undertake to respect the confidentiality of this information and to

not to make any use of it other than for the purposes of this Agreement.

However, the COMPANY may communicate this data concerning the PARTNER or the User, to comply with the legislation in force, in the context of legal proceedings, a request from an Operator or a competent authority such as the CNIL to respond to complaints relating to the violation of the rights of third parties or to protect the rights or interests of the COMPANY.

26 COMPLIANCE

The Parties undertake to prohibit any practice, in any form whatsoever, that could be considered as an act of corruption and/or influence peddling, within the meaning of the French Criminal Code, Law No. 2016-1691 of 9 December 2016 known as the Sapin II Law, the US Foreign Corrupt Practices Act or the UK Bribery Act or any other national or international law applicable to the fight against corruption under place of performance of this Agreement (the "Anti-Bribery Laws"). Each Party shall maintain its own compliance policies throughout the term of the Agreement to ensure compliance with anti-bribery laws and shall promptly report to the other Party if it suspects or becomes aware that a claim for an unfair or improper advantage (whether financial or otherwise) is received by such Party in connection with the performance of this Agreement. In particular, each Party represents and warrants that it has not promised, offered, solicited, paid for, or received and will not promise, offer, solicit, pay, or receive, directly or indirectly, any bribe, kickback, or other bribery payment, or anything else of value to obtain or retain business, and that it will take all reasonable steps to prevent its contractors, agents or other third parties under its control or influence from doing so, as well as its successors and assigns.

Each Party warrants that neither it nor any of its directors or officers shall be subject to or be the target of any domestic or international economic, financial, or trade sanctions, embargoes, or other restrictive measures administered by the Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury, the United Kingdom, the European Union, or any of its member states ("the Sanctions"). Each Party shall notify the other Party in writing no later than one (1) business day after the date on which the Reporting Party, or any of its directors or officers, or any of its subsidiaries, holding companies or shareholders becomes the subject or target of any Sanction. Similarly, each Party guarantees that it will comply with any export control measures applicable to that Party.

In the event that either Party becomes aware or has a well-established suspicion that the performance of any obligation under this Agreement is or may be contrary to any of the Anti-Bribery Laws or prohibited by a Sanction, such

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The Party shall be entitled to suspend and/or terminate the Agreement immediately for breach of the Agreement, without incurring any liability and without prejudice to any damages to which it may be entitled as a result of such breach or breach. To the extent permitted by applicable law, amounts contractually owed by one Party to the other Party at the time of suspension or termination of the Agreement shall remain due. Within 7 (seven) calendar days from the date of a Party's request made in good faith, the other Party shall certify in writing the full compliance of the relevant persons, including but not limited to all persons referred to in this clause, and shall provide evidence of compliance with this clause upon reasonable request. Breach of this clause shall be deemed a material breach of this Agreement.

27 NULLITY OF A CLAUSE

If any of the provisions of this Membership Agreement are found to be null and void with regard to a rule of law in force or a judicial decision that has become final, it shall be deemed to be unwritten, without entailing the nullity of this Membership Agreement or altering the validity of its other provisions.

28 WAIVER

The failure of either Party to enforce any provision of this Agreement or to acquiesce in its non-performance, whether permanently or temporarily, shall not be construed as a waiver by that Party of its rights under such provision.

29 LAW APPLICABLE – ATTRIBUTION OF COMPETENCE

These General Terms and Conditions as well as the Special Terms and Conditions concluded between the COMPANY and the PARTNER are subject to French law.

IN THE EVENT OF A DISPUTE BETWEEN THE PARTIES RELATING TO THE INTERPRETATION AND/OR PERFORMANCE OF A CONTRACT, EXPRESS JURISDICTION IS ATTRIBUTED TO THE PARIS COMMERCIAL COURT, NOTWITHSTANDING MULTIPLE DEFENDANTS OR THIRD PARTY CLAIMS, EVEN FOR EMERGENCY PROCEEDINGS OR PROCEDURES.