

## ADDICT MOBILE, INC. GENERAL TERMS AND CONDITIONS OF SALE

January 2024 Version

### WHEREAS

The Client wishes to use a service provider to help it promote its Mobile Application and/or Mobile Website.

ADDICT MOBILE, INC. (hereinafter referred to as "the Company") has developed know-how and knowledge in strategic consulting, visual production and translation, acquisition campaign management, optimization, and reporting.

In this context, the Client has decided to hire the Company to provide it with a Promotion Service for its website and/or its mobile application and/or services, as set forth in the purchase order(s) placed between the Company and the Client (hereinafter "the Purchase Order").

These General Terms and Conditions are intended to govern the overall contractual relations of the parties and apply whenever the Company provides services for the Client.

### NOW THEREFORE, THE PARTIES HAVE AGREED TO AS FOLLOWS:

#### ARTICLE 0- DEFINITIONS

For the purposes of this Agreement, the terms below shall have the following definitions in both the singular and plural:

"CLIENT" means the CLIENT to whom the Contract is addressed, whose address is given at the top of the Order Form, as well as the Subsidiaries.

"Agreement" means this Agreement including the Order Form and the General Conditions. For the avoidance of doubt, in the event of a conflict between the provisions of the Purchase Order and the provisions of the General Terms and Conditions, the provisions of the Purchase Order shall prevail.

"Creation(s)": refers to any final version of the works produced and delivered by the Company to the CUSTOMER, according to its specifications, including graphic representations, videos, photographs, webdesign, etc., subject of this Contract as listed and/or described in the Order Form or in the appendix.

"Representation Rights": the right to distribute, represent and exploit all or part of the CREATIONS, for a fee or free of charge in the latter case only for promotional and advertising purposes, to any public, by any means of telecommunication, on the Internet

and mobile communication networks (including Audiotel, SMS, MMS, etc.).

"Reproduction Rights": the right to duplicate, record, fix, digitize, reproduce, edit the CREATIONS, in whole or in part, in a durable manner or not, without limitation of number, magnetic, optical, digital, computer, telematic, electronic, TV.

"Confidential Information" means, without limitation, commercial, financial, marketing, professional and technical data, including know-how, trade secrets, specifications, algorithms, calculations, formulas, processes, business models, diagrams, drawings and any other information of any kind concerning the Disclosing Party, or any company of the Digital Virgo Group if the Disclosing Party is CUSTOMER or a Subsidiary, or their respective companies (whether written or oral, in any form or medium) and disclosed, directly or indirectly, by or on behalf of the Disclosing Party whether before or after the date of execution of this Agreement.

"DIGITAL VIRGO SaS": refers to all legal entities in which at least 40% of the capital is held directly or indirectly by DIGITAL VIRGO SAS, or in which DIGITAL VIRGO SAS holds the right to exercise, directly or indirectly, 40% of the voting rights.

"Party(ies)" means the CLIENT and/or the COMPANY.

#### 1 – PURPOSE

The purpose of this Agreement is to set forth the conditions under which the Company will promote the Client's Application or Mobile Website (hereinafter "the Services") in consideration for the compensation stated in the Purchase Order.

During the performance of the Services, the Company agrees to comply with all legislation in force and not to infringe any third-party right or harm the Client.

#### 2 – THE COMPANY'S SERVICES

These General Terms and Conditions are intended to govern the provision of all the Services listed below. Each Purchase Order of the Client shall describe the Services provided by the Company and the related budget, among the Services listed below.

The Parties expressly agree that the budget stated on the Purchase Order may be modified during the course of the Agreement by simple written agreement between the Parties, in particular by email.

The Client acknowledges that the Company has a best endeavor obligation with regard to the performance of the Services.

## **2.1 Strategic Advice**

As part of this Service, the Company may carry out an audit to identify areas for optimizing the Client's strategy, via an audit of the mobile application page in the Client's stores (App store and/or Google Play Store), or via a site audit (CRO) to improve the conversion rates of the Client's acquisition tunnel.

Based on the proposals made by the strategic adviser, the Company shall draw up an action plan with the Client to assist the Client and advise it of the Services necessary for the target set by the Client.

## **2.2 Production of marketing visuals**

The Company may create content for the Client, in particular banners, videos, images and texts (hereinafter "the Marketing Visuals") based on the graphic elements provided by the Client and update these Marketing Visuals regularly according to the Client's needs.

The Parties acknowledge that the Client only has a right to use the Marketing Visuals during the term of the Agreement and in the context of promotional campaigns managed by the Company, and that no other intellectual property rights are granted to the Client, except in the event of an assignment.

## **2.3 Implementation and optimization of promotional campaigns**

As part of the Services, the Company implements promotional campaigns (hereinafter "Campaign") from various sources to target audiences based on the Client's requests.

As part of its campaigns, the Company shall offer the Client all useful initiatives to improve the audience for the Campaign.

During the current Campaign, the Company shall be required to tailor capital expenditures and vary media and targeting based on the results obtained.

## **2.4. SEO services for mobile applications (ASO)**

The COMPANY may provide the CUSTOMER with a mobile application referencing optimization service (hereinafter ASO).

As part of this service, the COMPANY shall promote the CUSTOMER's mobile application in the App Store and Google Play Store, by producing the following elements such as titles, keywords, screenshots, short and long descriptions and videos.

The details of this service and the financial conditions thereof shall be detailed in the Order Form, including the application(s) and platforms concerned.

The CUSTOMER acknowledges that the COMPANY shall be subject to an obligation of means for the execution of ASO services.

## **2.5. Fraud Detection.**

The Company shall endeavor to detect fraud during Campaigns and to remove the maximum amount of fraudulent traffic from Campaigns.

The Parties acknowledge, however, that the Company's obligation to detect fraud is only an obligation of means, and that said obligation is contingent on the Client providing the information needed to detect fraud.

If the Client does not provide sufficient information, the Company will not be liable in the event of fraud during the Campaigns.

## **2.5. Reports to the Client**

The Company shall periodically send the Client a report on the progress and results obtained on the Campaign. The Company shall hold weekly or monthly meetings with the Client, as the Client requires, to monitor the Services.

## **2.6. Provision of Creations to the Client**

The Company may supply Designs to the Client if this is explicitly provided for in the Purchase Order signed by the CLIENT.

The rights to the Designs may be assigned by the Company to the Client in consideration of a fee specified in the Purchase Order, the scope of the rights assigned being described in Article 7.2.1. of this Agreement.

The COMPANY shall provide the CREATIONS to CUSTOMER at its own expense.

The COMPANY declares that it holds all rights to the CREATIONS and that the CREATIONS are original and do not infringe the rights of third parties, in particular intellectual property rights, and comply with the applicable law. He declares and warrants that he is duly authorized to enter into and execute this Agreement and that he has personally taken care of all the costs related to obtaining such rights and/or authorizations, if any.

In this respect, the COMPANY represents and warrants that it has entered into Contracts with the holders of intellectual property rights pertaining to the CREATIONS, authors and any [other] person who may benefit from any rights whatsoever in the CREATIONS, whether or not they are employees, in accordance with the laws and regulations in force, conferring on it all the rights necessary to enable it to proceed with the granting of rights defined herein. In addition, the COMPANY guarantees to have obtained from the said third parties to the Contract the transfer of intellectual property rights or the authorization to use, reproduce, represent, adapt and exploit the CREATIONS by the CLIENT in accordance with the needs defined in the framework of the Contract.

As a result of the foregoing, the COMPANY declares and guarantees that nothing is likely to prevent the free disposal or peaceful exploitation of the CREATIONS under the conditions of the Contract.

In the event of a breach of this representation with respect to the CREATIONS, the COMPANY shall indemnify the CUSTOMER against any action, demand, claim whatsoever made by any person claiming that the exploitation of the CREATIONS, in accordance with the provisions hereof, made by the CUSTOMER, infringes its intellectual property rights (collectively referred to as "the Claims").

### **ARTICLE 3 – CLIENT’S OBLIGATIONS**

The Client shall provide all information necessary to the Company to enable it to carry out its duties. The Client agrees to have a tracking tool for monitoring Campaigns and to provide full access to the data in this tool to the Addict Mobile teams to enable them to detect any fraud.

The Client shall follow the Company’s recommendations. If the Client refuses the advice offered by the Company’s staff, it shall inform the Company thereof and explain the reasons why it considers the advice inappropriate.

The Client agrees not to engage in unlawful activity or false advertising on its Website and/or its mobile application and to comply with the regulations, and more specifically, the regulations applicable to its business.

As regards the Services, the Partner also agrees to comply with all legal and regulatory requirements on data processing, files and individual liberties as set forth by European Regulation 2016/679 on the Protection of Personal Data and by the amended Act No. 78-17 of January 6, 1978, or by any text that might amend or supersede it and, in particular, to perform all procedures mandated by such texts. As a result, the Client agrees on its own behalf and that of its Clients, to comply with the provisions on cookies and pop-up windows, and in particular the CNIL recommendations.

### **ARTICLE 4 – AGREEMENT TERM**

This Agreement shall enter into force retroactively if necessary as of the date on which the Purchase Order is signed, or the date specified in the Purchase Order, for the term specified in the Purchase Order. If no term is stated in the Purchase Order, the term of the Agreement shall be 12 (twelve) months, automatically renewable for consecutive periods of the same term unless terminated by either Party by certified letter return receipt requested three months before the expiration of the current period.

## **5 – FINANCIAL TERMS**

### **5.1 Financial terms applicable to the Services provided by the Company**

In consideration for the performance by the Company of the aforementioned Services, the Client shall pay the Company the budget stated in the Purchase Order signed by the Client.

The Parties may also agree to a prepayment of part of the Budget, in which case the prepayment must be stated in the Purchase Order.

In return for the COMPANY performing the aforementioned Services and indicated in the Order Form, the CUSTOMER shall pay the COMPANY the budget defined in the rates and/or Campaign budgets defined in the Order Form signed by the CUSTOMER.

In the case of Campaigns conducted for the CUSTOMER, the Parties may also agree to prepay a portion of the Budget, in which case the prepayment shall be indicated in the Purchase Order.

Unless otherwise stipulated in the Purchase Order, the remuneration provided for in this Agreement is exclusive of tax, with VAT to be added to this sum where applicable in accordance with the legislation in force.

If applicable law requires CUSTOMER to withhold income tax from payments to be made pursuant to this Agreement (hereinafter referred to as "Withholding Tax"), CUSTOMER shall collect the Withholding Tax in accordance with ordinary local rules, and shall be entitled to deduct such Withholding Tax from payments due to COMPANY hereunder.

If a double taxation treaty (hereinafter referred to as "Tax Treaty") is applicable, the COMPANY shall apply the reduced withholding tax rate provided for in the applicable Tax Treaty. CUSTOMER will apply the Tax Treaty rate only if, prior to the first payment and for any tax year, the COMPANY provides CUSTOMER with:

- (i) a copy of the tax residency certificate issued by the local tax authority ;
- (ii) any other documents required by applicable law or regulation.

### **5.2 Payment terms**

In the event of prepayment agreed between the Parties and stated in the Purchase Order, the Client must pay the prepayment amount stated in the Purchase Order within fifteen (15) days as of the signature of the purchase order.

If prepayment is not paid by the required deadline, the Company shall be entitled to suspend performance of the Service.

Invoices sent by the Company, shall be payable within thirty (30) days as of the issue of said invoices, net and without discount.

In the event of non-payment by the scheduled due date, the Company may, after prior formal notice has remained without effect for a period of fifteen (15) days, claim late-payment interest from the Client in the amount of ten percent (10%) of the amount due, as well as the payment of fixed compensation for collection costs in the amount of 40 (forty) euros including VAT; the legal collection costs shall be paid by the Client.

### **ARTICLE 6 - WARRANTIES**

The parties expressly agree that the Company can only have an obligation of means in performing the Services.

The Company shall not be liable for any content on the Client's Website or application. Consequently, the Client shall hold the Company harmless against any recourse, claims and/or convictions brought by a third party to the Agreement that may be based, in particular, on an infringement of one of its rights.

Each Party represents that it has taken out civil and professional liability insurance with a reputable insurance company for the harmful consequences of the acts for which it could be held liable under this Agreement.

Each party warrants and represents that it has paid all premiums due and agrees to pay future premiums.

## **ARTICLE 7 - INTELLECTUAL PROPERTY**

### **7.1 - General provisions on intellectual property rights**

Any intellectual property right acquired by either Party from a third party, prior to or after this Agreement, shall remain the sole property of its holder.

The Client shall remain solely liable for the content offered on the Mobile Application and/or the Mobile Site and warrants to the Company that such content does not infringe the rights of third parties.

The Client warrants that this content and any other data it may have provided comply with French and international regulations and laws, in particular, but not limited to, to those regarding defamation, violation of good morals, image rights, child protection, pornography, gambling, lotteries or casinos, or violent, xenophobic, or racist information.

Accordingly, the Client represents that it holds from employees or third parties all intellectual property rights to software, applications, texts, sounds and images, and in general, to all creative elements enabling use or that are contained in the Mobile Application and/or the Mobile Site.

Consequently, the Client holds the Company harmless and agrees to compensate it for all claims, convictions and damages related to the Mobile Application and/or the Mobile Site, from any third party claiming the infringement of any right whatsoever, and in particular, without this list being exhaustive, against any action for infringement, unfair competition and/or free-riding, or on the basis of the infringement of a personality right (in particular image rights) brought by any third party on the basis in particular that any intellectual property right belonging to it or of which it has the use has been infringed.

Consequently, in the event of an action related to the Mobile Application and/or the Mobile Site or any other data provided by the Client against the Company for the infringement of an intellectual property right belonging to a third party or for any other reason and in particular for unfair competition, infringement of image rights or other reasons, the Client shall alone pay all the orders that may be handed down against the Company and shall alone pay the cost of all procedural and expert costs and

all the costs and fees of lawyers and court officials incurred in defending the Company's rights.

This limitation of warranty shall apply only to the elements of the Mobile Application and/or the Mobile Site on which the Company is not entitled to work under this Agreement.

As part of the Services, the Company may produce marketing Visuals for Clients' advertising campaigns (videos, banners, etc.) based on the elements that the Company has sent it. The use on behalf of the Client of the marketing Visuals created by the Company may not exceed the term of the Agreement and may only take place in connection with the Campaigns. After this period, the Client must obtain the Company's prior written consent to use and distribute the marketing Visuals.

Each Party shall remain liable to third parties for any obligations and liabilities related to its rights.

Similarly, each Party agrees not to infringe the property rights of the other Party or a third party in any way whatsoever and to cause its staff and any subcontractors or suppliers assigned to perform the Agreement to make the same commitment.

Each of the Parties shall keep title the software, as well as to the methods, know-how and tools specific to it and/or which have been used to perform its contractual Services or which it has included for consideration or free of charge.

Any copy of software other than a backup copy shall be prohibited.

Any translation, adaptation, arrangement, or other modification of the software as well as the reproduction of the software or the correction of errors that may affect the software shall not be permitted; the right to correct errors may only be exercised by the publishers thereof.

### **7.2. Explicit assignment of intellectual property rights to Client by COMPANY.**

#### **7.2.1. Assigned rights**

In the event that the Purchase Order signed by CUSTOMER provides for the supply of Creations and the assignment of the related intellectual property rights in return for remuneration, the provisions of this Article shall apply.

In consideration of the remuneration provided for in the Purchase Order, the COMPANY grants to the CLIENT :

1. all intellectual property rights to the Creations indicated on the Order Form, including the rights of transformation, reproduction rights, by any means, modality, format and/or system known or future, and, in particular, by way of example and without limiting the foregoing, with a view to their television exploitation (including radio or television by hertzian or digital waves, cable, satellite, digital or analogue television, pay or free, connected television, etc. ), broadcasting, exploitation in printed form (posters, billboards, books, etc.), on the Internet, derivative, secondary and/or merchandising forms and all other technologies relating to fixed or mobile telephones, peripherals and mobile applications,

cinematographic, phonographic, videographic exploitation, etc.

2. the Performance Rights and Reproduction Rights to the Designs indicated on the Order Form as defined by this Agreement, in the Territory, for the entire duration of the Agreement and without limitation of number;

3. the Performance Rights and Reproduction Rights of the Designs indicated on the Purchase Order in the Territory, for the entire duration of the Contract and without limitation of number, after agreement by the COMPANY;

4. the adaptation of the Designs indicated on the Order Form for the sole purpose of complying with the specifications of the various ranges of mobile terminals compatible with said Designs;

5. the editorialization of the CREATIONS indicated on the Order Form, for the sole purpose of assembling them by theme organized by sections or within loops of CREATIONS, in compliance with the editorial line of the COMPANY and without modification of the CREATIONS.

6. the translation and subtitling of the CREATIONS in order to comply with the languages of the Territory in which the Creation is broadcast;

7. The CUSTOMER shall be authorized for the duration of the present contract to broadcast extracts of the CREATIONS. This includes in particular the right to dissociate the image and sound of the Creations, but also to make modifications to the Creations (insertion of text on an image, modifications of format, etc.).

However, the Company shall have the exclusive right to use in its other activities and services provided to other clients ideas, models, concepts, drafts and material protected by intellectual property rights that have been created in connection with the Agreement but are not directly related to the Creations, advertising, models, designs or other marketing material transferred and used by the CLIENT.

In addition, such use by the Company shall not infringe the aforementioned rights of the Client for the performance of the Contract (such rights shall remain with the Client).

## **ARTICLE 8 - TERMINATION AND SUSPENSION**

### **8.1. SUSPENSION**

In the event of a breach by one of the Parties of one of the guarantees defined in this Agreement, in particular the failure of the Customer to pay when due, the other Party may suspend the Agreement after giving eight (8) days' notice by e-mail or by registered letter with acknowledgement of receipt, until the defaulting Party provides proof to its co-contractor that the breach has been remedied.

If the defaulting Party fails to remedy the breach within thirty (30) days of receipt of the written request to remedy the breach, the other Party shall be entitled to terminate the Agreement without

delay by sending a registered letter with acknowledgement of receipt, without prejudice to its right to obtain compensation.

### **8.2. TERMINATION**

Where the Parties have agreed on a tacit renewal of this Agreement, each of them shall have the option of terminating the Agreement at any time with a written notice sent with a minimum of (3) three months' notice.

The CUSTOMER and the Company may also unilaterally terminate the Agreement with a written notice of 3 business days, for any reason whatsoever, when more than 50% of the budget provided for in the Purchase Order has been used.

Either Party may terminate this Agreement by written notice if the other Party fails to perform the provisions and obligations set forth in this Agreement, and if such failure continues thirty (30) days after written notice mentioning such failure has been sent by either Party.

## **9 - SITUATION OF THE COMPANY'S EMPLOYEES ASSIGNED TO PERFORMING THE SERVICES**

### **9.1 Employees assigned to performing the Services**

The Company's employees assigned to performing the Services shall in any event remain under the supervisory and disciplinary authority of the Company, which shall be responsible for the technical, administrative, accounting, and social management of its employees.

The Company swears that the employees who perform the Services shall be lawfully employed in accordance with the provisions of the French Employment Code.

If the unavailability of a member of the team assigned to the project is likely to cause a delay in the performance of the Services, the Company shall promptly replace him/her with another of identical or similar qualifications.

### **9.2 No poaching**

Each Party waives the right to hire or cause to work, directly or indirectly through a third party or by a subsidiary company, any employee of the other Party. This waiver shall be valid for the term of this agreement plus a period of three years.

In the event that one of the Parties does not comply with this non-solicitation clause, it irrevocably agrees to pay the other Party compensation equal to one year's salary of that Party's employee, including social security contributions.

## **ARTICLE 10 - LIABILITY**

Each party shall be liable to and compensate the other party for any damages it may suffer as a result

of non-performance and/or improper performance by it of any of its obligations under this Agreement.

In particular, the Client shall remain solely liable for:

- content, data, information, and brands related to its products and services and, more generally, its business,
- its employees, compliance with legislation,

In the event that the Company, its employees, agents, agents, or subcontractors are held liable by reason of an element for which the Client is liable, the Client shall hold them harmless and compensate them on demand for all the resulting financial consequences.

For all the Services provided by the Company, the Parties expressly agree that the Company is subject to a general obligation of means.

In the event that the Company is held liable, regardless of the nature or basis of the action:

- only direct damages may give rise to compensation. In particular, any loss of Clients, any commercial disruption or loss of brand image suffered by the Client shall be excluded;
- the amount of the compensation likely to be paid by the Company shall be expressly limited over the total term of this Agreement to ten thousand USD (\$10,000), for all causes.

#### **ARTICLE 11 – CONFIDENTIALITY**

The Parties agree that the following shall be treated as strictly confidential under the Agreement:

- all the provisions of the Agreement;
- all information of any kind whatsoever communicated or disclosed by either Party to the other Party either in writing or orally in the context of the negotiation or performance of the Agreement;
- any information of any kind and in any format whatsoever, to which either Party may have access under the Agreement.

Consequently, the Parties agree to keep this information strictly confidential and agree not to disclose it to persons other than those who are entitled to know it under the Agreement. The Parties also agree to use this information only in order to perform the Agreement.

The Parties warrant that their employees and any subcontractors shall comply with this confidentiality commitment.

This confidentiality commitment shall remain valid throughout the term of the Agreement and for a period of five (5) years after the termination, for any reason whatsoever, of the Agreement.

The confidentiality commitment shall not apply to confidential information:

- (i) which became public domain prior to its date of disclosure or communication;
- (ii) which becomes public domain after its communication and/or disclosure without the cause being attributable to one of the Parties;
- (iii) which shall have been legitimately obtained from a third party to the

Agreement without breach of an obligation of confidentiality;

- (iv) which is developed by one of the Parties independently of the Agreement without breach of an obligation of confidentiality.

This confidentiality commitment also does not apply to the tax, administrative and judicial authorities, as well as to certified public accountants and statutory auditors since the latter have an obligation of confidentiality towards their Clients.

#### **ARTICLE 12 – BUSINESS SECRECY**

The Company shall perform the Services stated in the Purchase Order by providing its expertise and know-how. The performance of the Services is an intellectual service and is based on know-how specific to the Company. In particular, the Services are based on the Company's proprietary technology, which is a set of back-end, middle-office and front-office tools used by the Company's teams to manage Client Campaigns.

Consequently, the Client shall consider as strictly confidential and shall not disclose any information, technical formula, concept, or know-how of which it may become aware during the performance of the Services. Similarly, the Client shall not use any know-how of which it becomes aware. For the enforcement of this clause, the Client shall be liable for its employees and for itself. The Client must not in any way inform third parties, directly or indirectly, of any lessons learned from the performance of the Services and the know-how relating thereto. An exemption from this provision would require the written agreement of the licensor.

#### **ARTICLE 13 – FORCE MAJEURE**

For the purposes of the Agreement, a case of force majeure shall be understood to mean any unforeseeable external event that cannot be overcome preventing one of the parties from performing the obligations incumbent upon it under the Agreement, such as fires, floods and other natural disasters, or failure by a vendor, provided that it is proven that it could not be overcome, or the modification of any regulation applicable to the performance of this Agreement with these characteristics.

The occurrence of a case of force majeure claimed by one of the parties must be reported to the other party by certified letter return receipt requested within fifteen (15) business days as of the occurrence of this event, and shall, initially, automatically suspend the performance of the Agreement.

Subsequently, and unless the parties agree to otherwise, if they see that the case of force majeure continues after a period of two (2) months, the Agreement shall be terminated automatically without giving rise to any compensation whatsoever being paid by either party to the other.

#### **ARTICLE 14 – ASSIGNMENT**

Under no circumstances may the Agreement be assigned, in whole or in part, for consideration or

free of charge, by either of the parties, without the express prior authorization of the other party.

However, the Agreement may be freely assigned by the Company to any company in the Digital Virgo Group and/or to any company that, as part of the restructuring of its capital or of its businesses, is subrogated in its rights and obligations and in particular in the event of an assignment resulting from a merger, a partial contribution of assets or a transfer of assets.

#### **15 – SUBCONTRACTING**

The Client expressly authorizes the Company to subcontract all or part of the Services covered by this Agreement with the Client's prior consent.

However, the Company shall warrant the proper performance by its subcontractors of the tasks arising from this Agreement and shall hold the Client harmless against any damage arising from any subcontractors assigned to the performance of this Agreement.

However, the Client's prior consent shall not be necessary if the Company wishes to subcontract all or part of the Services to one of the companies of the Digital Virgo Group.

#### **Article 16 – Anti-Corruption Clause**

The Parties undertake to prohibit any practice, in any form whatsoever, which could be considered as an act of corruption and/or influence peddling, within the meaning of the French criminal Code, the French law n°2016-1691 dated 9th December 2016 known as the Sapin II Law, the US Foreign Corrupt Practices Act or the UK Bribery Act or any other applicable national or international anticorruption laws of the place of performance of this Agreement ("the Anti-Corruption Laws"). Each Party shall maintain its own compliance policies throughout the term of the Agreement to ensure compliance with AntiCorruption Laws and shall promptly report to the other Party if it suspects or becomes aware that any request for any undue or improper advantage (whether financial or of any other kind) is received by the said Party in connection with the performance of this Agreement. In particular, each Party represents and warrants that it has not promised, offered, solicited, paid or received and shall not promise, offer, solicit, pay or receive, directly or indirectly, any bribe, kickback or other corrupt payment, or anything of value to obtain or retain business, or secure an undue or improper advantage in the conduct of business to or from any third party or any government official or agency in connection with this Agreement, and shall take reasonable steps to prevent subcontractors, agents or other third parties under its control or influence from doing so as well as its successors and assignees.

Each Party warrants that neither it nor any of its directors or officers is the subject or target of any national or international economic, financial or trade sanctions, embargoes or other restrictive measures administered by U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), the United Kingdom, the European Union or any of its member states thereof ("the Sanctions"). Each Party shall

notify the other Party in writing no later than within one (1) business day following the date on which the declaring Party, or any one of its directors or officers, or any of its subsidiaries, holding companies or shareholders becomes the subject or target of any Sanctions. Similarly, each Party warrants that it shall comply with any export control measures applicable to the latter.

In the event that either Party becomes aware or has well established suspicions that the performance of any obligation under this Agreement is or may be contrary to one of the Anti-Corruption Laws or prohibited by any Sanction, such Party shall be entitled to immediately suspend and/or terminate the Agreement for breach of contract, without incurring any liability and without prejudice to any and all damages to which it may be entitled as a result of such breach or failure. To the fullest extent permitted by the applicable law, the amounts contractually due by one Party to the other Party at the time of suspension or termination of the Agreement shall remain payable. Within 7 (seven) calendar days from the date of a Party's request made in good faith, the other Party shall certify in writing full compliance with this clause by all its relevant persons, including but not limited to any persons referred to under this clause and shall provide evidence of compliance with this clause as reasonably requested. Breach of this clause shall be deemed a material breach of this Agreement.

#### **ARTICLE 17 – PERSONAL DATA**

As part of the Services provided under the purchase order, the COMPANY shall carry out various personal data processing operations on behalf of the CLIENT.

The Parties agree that the CUSTOMER is the data controller within the meaning of the Children's Online Privacy Protection Act (COPPA), the California Consumer Privacy Act (CCPA) and Data Protection Regulation (GDPR) and that the COMPANY is a subcontractor in the processing of personal data and acts on the instructions of the CUSTOMER.

The Parties undertake in this respect to comply with the requirements of federal data protection laws, as defined by the COPPA, the California Consumer CCPA, and GDPR. The details of the processing of personal data carried out by the are specified in Addict Mobile's personal data protection policy in appendix 1 of these Terms and Conditions.

#### **ARTICLE 18 - INDEPENDENCE OF THE PARTIES**

None of the clauses of this agreement or its appendices may be interpreted as creating any association or Company whatsoever between the Parties.

Accordingly, the parties acknowledge that there is no subcontracting relationship between them.

#### **ARTICLE 19 - ENTIRE AGREEMENT**

This Agreement expresses all the agreements related to its purpose existing between the Parties and supersedes all prior or contemporaneous letters, proposals, offers, and agreements related to the same purpose. This Agreement may only be amended by a subsequent written agreement signed by the Parties.

Each Agreement comprises the following documents, listed in decreasing order of priority:

- the Purchase Order(s),
- these General Terms and Conditions.

The provisions of the above contractual documents are the entire agreement between the parties on the subject matter of each Agreement. Consequently, for each Agreement, they supersede any proposals (other than one constituting, where applicable, the Special Terms and Conditions) or any prior spoken or written agreement on the same subject matter. Failure by one of the parties not to claim a breach by the other party of any of the obligations referred to herein may not be interpreted in the future as a waiver of the relevant obligation.

#### **ARTICLE 20 - SEVERABILITY**

If one or more provisions of the Agreement are held to be invalid or held as such pursuant to a law, a regulation or following a final decision by a court with jurisdiction, the other provisions shall retain their full force and effect.

#### **ARTICLE 21 - APPLICABLE LAW - JURISDICTION**

THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK. IN THE EVENT OF A DISPUTE BETWEEN THE PARTIES OVER THE INTERPRETATION AND/OR PERFORMANCE OF THIS AGREEMENT, EXPRESS JURISDICTION SHALL BE ATTRIBUTED TO COURTS OF THE STATE OF NEW YORK, NOTWITHSTANDING MULTIPLE CLAIMANTS OR THIRD-PARTY APPEALS, INCLUDING FOR EMERGENCY PROCEEDINGS OR FOR SUMMARY, INTERIM OR REQUESTED PROCEEDINGS.



### **1. Purpose of the data protection policy**

1. Given the relationship of trust that exists between Addict Mobile, its Clients and its partners, Addict Mobile wished to set forth its policy on the protection of personal data with regard to data protection regulations by including in it the European Union data protection standards and more specifically the General Data Protection Regulation (GDP)<sup>1</sup>, COPPA and CCPA.

2. Through this data protection policy, Addict Mobile agrees, in the context of its business and in accordance with the regulations in force, to protect the privacy of its prospects, Clients and partners (the data subjects) by keeping the data collected confidential and secure.

3. Addict Mobile has committed to an innovative policy based on the fundamental principles of personal data protection regulations.

4. Addict Mobile therefore agrees to invest in the financial, human, and technical resources necessary to protect human dignity, the legitimate interests, and the fundamental rights of the data subjects.

5. The main objective of this data protection policy is to provide in a single document clear, simple, and accurate information on the processing of personal data carried out by Addict Mobile to enable the data subjects to understand what information and personal data (hereinafter referred to as "personal data") are collected about them, how they are used and what their rights are regarding this personal data.

6. Addict Mobile reserves the right, at its sole discretion, to amend this data protection policy at any time to reflect changes to personal data protection regulations.

### **2. Identity and contact details of data controllers**

7. As part of its business, Addict Mobile collects and processes the personal data of people who click on the advertising campaigns it carries out for its Clients, as well as the usage data of its Clients' mobile applications on its own behalf and on behalf of its Clients as data controller.

8. To access its website and perform its services, Addict Mobile must necessarily process personal data. In this case, the data controller is Addict Mobile, Inc. located at 10 EAST 40TH ST., SUITE 3310 NEW YORK, NEW YORK 10016, UNITED STATES OF AMERICA.

### **3. Data Protection Officer**

9. Addict Mobile has appointed a data protection officer (DPO).

10. The DPO may be contacted by any interested person at the following email address: [dpo@addict-mobile.com](mailto:dpo@addict-mobile.com)

### **4. Definitions**

- "anonymization" means "the result of the processing of personal data in order to irreversibly prevent any identification";
- "Client": Company, legal entity that subscribed to Addict Mobile's products and services;
- "collect" means collecting personal data. This collection may be carried out, in particular, using online questionnaires or forms;
- "consent" means any freely given, specific, informed, and unequivocal expression of intent by which the data subject accepts, by a statement or by a clear positive act, that personal data on him or her is being processed;
- "personal data" means any information that makes it possible to identify an individual directly (in particular a last name, a first name, a telephone number) or indirectly (e.g., an IP address, a login).
- "service providers" means, in the broad sense, service providers such as advertising agencies and subcontractors working with Addict Mobile;
- "profiling" means "any form of automated processing of personal data consisting of using this personal data to assess certain personal aspects related to an individual, in particular to analyze or predict elements concerning that individual's performance at work, economic situation, health, personal preferences, interests, reliability, behavior, location or movements";
- "products or services" means all products and services offered or to be offered by Addict Mobile (including advertising campaigns);

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1 Regulation (EU) 2016/679 of 27 April 2016

- "Prospect" means any person who has contacted Addict Mobile to obtain information about a product or service offered by Addict Mobile;
- "data controller" means the person or organization who, alone or jointly with other organizations, sets the objectives and procedures for processing your personal data;
- "data processor" means the individual or legal entity, department or other organization that processes personal data on behalf of the data controller;
- "processing" means any operation or group of operations applied to the data, regardless of the process used (in particular collection, viewing, storage or deletion);
- "site users" means users who have browsed a publisher's website and clicked on an advertising campaign carried out by Addict Mobile on behalf of one of its Clients;
- "users from advertising campaigns" means users who have downloaded an application from the Client;
- "Users" includes all users, those from websites and those from advertising campaigns;

## **5. The context of collecting personal data**

### **5.1. Addict Mobile as data controller**

11. Personal data may be collected primarily in connection with:

- managing applications sent to Addict Mobile;
- establishing a business relationship with Addict Mobile;
- the Client's use of all Addict Mobile products and services, including technological services (website, application, and related services);
- the relationship between Addict Mobile, its prospects, its Clients, and its partners;
- the performance of contracts;
- click by users on advertising campaigns run by Addict Mobile for its Clients;
- the installation and use by Client users of Client mobile applications;
- the performance of legal obligations or obligations governed by regulations specific to the business of Addict Mobile that have an impact on the protection of personal data such as tax, audit, anti-fraud obligations, etc.;
- as well as those related to the management of the business relationship, particularly during claims, etc.

## **6. The categories of data processed by Addict Mobile**

12. Personal data refers to any information on an individual that makes it possible to identify him or her directly or indirectly.

13. Personal data may therefore consist of last name and first name, telephone number, postal address, email address, job duties, hobbies, location data, IP address of an individual's computer, an individual's advertising identifier, the User's user agent on his or her browser.

14. Among the data collected by Addict Mobile, the following main categories exist:

### **6.1. Personal data provided by data subjects**

15. Personal data reported is that provided by the data subjects and collected by Addict Mobile in the context of commercial or contractual relations.

16. The data comes mainly from the data subjects and persons authorized by the data subjects to provide them to Addict Mobile.

17. For example, the data subject may be required to provide their first and last names, contact details and possibly personal data on their job to Addict Mobile. This data may be collected by forms whether electronic or paper or in response to questions asked, for example, by an Addict Mobile employee.

18. Addict Mobile will always make sure to specify on the collection form whether the provision of information is optional or mandatory, as well as the consequences of not providing information.

### **6.2. Personal data on the operation of products and services**

19. Personal data may come from the interaction of the data subjects with Addict Mobile's advertising campaigns or may relate to transactions carried out via the mobile applications of Addict Mobile's Clients.

20. For example, clicks on the advertising banners implemented by Addict Mobile and its partners and logins to Clients' mobile applications are collected.

### **6.3. Personal data from third parties**

21. The personal data processed may also come from:

- the employers of the data subject;
- Addict Mobile's partners, provided that the data subjects have been previously informed of this provision and their consent has been obtained where applicable.
- other products or services provided by Addict Mobile Clients to which the data subjects have subscribed, provided that the data subjects have been previously informed of this provision and that their consent has been obtained where applicable.

22. Reference is made to the partners' privacy policies for the processing they implement as data controller.

#### **6.4. Personal data calculated or inferred by Addict Mobile**

23. Addict Mobile may generate or calculate new personal data from the personal data provided by the data subjects or the operating data of the products and services and the Client mobile applications.

24. This is particularly the case in order to know the Clients' users, to adapt its products and services, to customize the offers that may be made to Clients, so Addict Mobile can define profiles, commercial or marketing segments.

#### **6.5 Special categories of data**

25. Special categories of personal data are data that reveal racial or ethnic origin, political opinions, religious or philosophical beliefs or trade union membership, genetic personal data, biometric personal data for the purpose of uniquely identifying an individual, personal data on health or personal data on the sex life or sexual orientation of an individual.

26. As a matter of principle, these categories of special personal data, which must be subject to special attention, are not processed by Addict Mobile. Where they need to be processed, Addict Mobile agrees to process them under the conditions set for in the personal data protection regulations.

#### **7. Personal Data Processed by Addict Mobile**

27. Addict Mobile mainly processes the following data for Clients and partners:

- Last name, first name;
- email address;
- Business postal address;
- telephone number;
- position;
- employer;
- audience (email and Users' advertising identifier)

28. Addict Mobile mainly processes the following data for users from advertising campaigns:

- advertising click;
- advertising identifier;
- installation of the client mobile application;
- registration on the Client mobile app;
- Login to the Client mobile app;
- orders placed via the Client mobile app;
- IP address;
- mobile browser;
- geolocation (user login city);

29. Addict Mobile mainly processes the following personal data for website users:

- advertising identifier;
- IP address;
- mobile browser;

- geolocation (user login city);

#### **8. Recipients of the data collected by Addict Mobile**

30. The personal data collected, as well as that that will be collected subsequently, is intended for Addict Mobile in its capacity as data controller.

31. Addict Mobile ensures that only authorized persons can access the personal data of the data subjects and only when necessary for the performance of their duties.

32. Certain personal data may be sent to third parties to satisfy legal, regulatory, or contractual obligations or to a request from a legally authorized authority.

33. The categories of recipients of the data collected by Addict Mobile include financial and accounting departments, the legal department, the sales department, the internal Client relations department, subsidiaries of the group to which Addict Mobile belongs, Addict Mobile's subcontractors and its partners

34. This personal data may be provided, at the request of the data subjects, to official bodies and authorized administrative or judicial authorities, or to third parties.

#### **9. Subcontracting and data transfers**

- 35. Personal data is stored in the information systems of Addict Mobile or those of its hosting provider. Personal data is stored in data centers located in Europe and the United States by a service provider that have concluded with ADDICT MOBILE the standard contractual clauses issued by the European Commission.

36. Addict Mobile agrees to choose subcontractors and service providers that meet the best quality and security criteria and provide sufficient safeguards in terms of reliability, security, and resources to implement technical and organizational measures.

37. Finally, Addict Mobile at all times locates the country in which its data is hosted in order to be able to provide evidence thereof to the supervisory authorities with jurisdiction over it.

38. In the event of transfers to a country outside the European Union, the rules to protect and secure this information are put in place.

39. Addict Mobile takes all necessary and appropriate measures to keep personal data secure in all cases.

#### **10. Personal data protection guidelines**

40. The GDPR, COPPA and CCPA has enhanced the duty to inform data subjects.

## **10.1. Lawfulness, fairness, and transparency**

### **10.1.1. Lawfulness**

41. Addict Mobile agrees not to carry out any processing that is unlawful, bearing in mind that lawfulness is assessed in light of one of the conditions described below.

#### **42. Consent of the data subject.**

Addict Mobile may carry out processing where the data subject has consented to the processing of his/her personal data for one or more specific purposes.

43. This consent may be given by means of a written statement, including by electronic means, or a verbal statement.

**44. Performance of the contract or pre-contractual measures.** Addict Mobile carries out certain processing on the basis of a contract or pre-contractual measures.

45. For example, on the basis of the performance of a contract, Addict Mobile carries out processing for the purpose of managing the contractual relationship.

#### **46. Legal and regulatory obligations.**

In this case, processing is necessary to comply with a legal or regulatory obligation to which Addict Mobile is subject.

47. For example, the regulations require Addict Mobile to implement anti-fraud measures.

#### **48. Legitimate interests of Addict Mobile or its Clients.**

The legitimate interests of Addict Mobile or a third party may justify the processing by Addict Mobile of the data subject's personal data.

49. The legitimate interests pursued by Addict Mobile are varied but may in particular consist of:

- improving knowledge of the needs of Addict Mobile's Clients and prospects;
- improving products and services offered by Addict Mobile;

50. This processing factors in the interests and fundamental rights of the data subjects. Accordingly, it also includes measures and safeguards to protect the interests and rights of the data subjects to strike a balance with the legitimate interests pursued by Addict Mobile.

### **10.1.2. Fairness and transparency**

51. Addict Mobile agrees to provide fair, clear, and transparent information.

52. Addict Mobile therefore agrees to inform the data subjects of each processing operation it implements through information notices.

## **10.2. Given, explicit and legitimate purposes**

53. Personal data is collected and processed at all times by Addict Mobile for specified, explicit and legitimate purposes.

54. Addict Mobile uses personal data in accordance with the conditions of this data protection policy, with an ongoing concern for the ethics and security of the data subjects' personal data.

55. Addict Mobile uses all or part of the personal data, in particular for the following purposes:

- managing contractual relations with its Clients, vendors, and other partners;
- managing complaints;
- conducting audits (internal and external)
- combating fraud);
- the management, protection, and security of its website;
- measuring quality and satisfaction;
- analyzing Client and prospect data in order to improve the services provided;
- carrying out solicitation operations;
- the preparation of sales and marketing statistics;
- monitoring the users of Clients acquired via Addict Mobile advertising campaigns;
- Holding events with its partners;
- managing requests to exercise rights;
- managing outstanding payments;
- managing (pre)disputes.

## **10.3. Suitability, relevance, and limitation**

56. For each processing operation, Addict Mobile agrees to ensure that the processing is adequate and to collect and process only data that is strictly necessary for the intended purpose.

## **10.4. Data accuracy**

57. Addict Mobile agrees to ensure that it collects complete data as current as circumstances allow. In this respect, Addict Mobile regularly ensures that the data it collects is up to date.

58. However, data subjects have the right to implement their right of rectification, under the conditions given below, if they notice the existence of inaccurate data.

## **10.5. Data storage period and limitation**

59. Addict Mobile agrees not to keep personal data for longer than the time required to achieve the purpose for which it was collected. Addict Mobile may, however, store data for longer when such storage is necessary to comply with a legal obligation or to defend, assert or exercise a right in court.

No.	Categories of personal data	Active Storage Rules
1.	CCTV monitoring	1 month
2.	Management of Client and prospect files	For Clients, during the contractual relationship plus 3 years For prospects, 3 years from the last contact from the prospect
3.	Contract management	During the contractual relationship plus 5 years For contracts entered into electronically, during the contractual relationship plus 10 years
4.	Order management	10 years.
5.	Delivery management	10 years.
6.	Invoicing management	10 years.
7.	Accounting and in particular Client account management	10 years.
8.	Audience measurement statistics	13 months
9.	Newsletter management	Until unsubscribed
10.	Vendor and service provider management	Contracts and purchase orders: term of the contractual relationship plus the duration of the time-bar, i.e., 5 years Invoices: 10 years from the end of the fiscal year

60. After the storage period has elapsed, the data is deleted from Addict Mobile's information system or anonymized.

### 10.6. Security and confidentiality commitment

61. Addict Mobile agrees to implement security measures appropriate to the degree of sensitivity of personal data to protect it, in particular against any malicious intrusion, loss, alteration or disclosure to unauthorized third parties.

62. All Addict Mobile premises in which personal data is processed are protected electronically and/or manually against the intrusion of unauthorized third parties.

63. Addict Mobile has adopted internal policies and processes that implement measures that comply with the principles of protecting personal data by design and protecting personal data by default.

64. As such, for example, it may pseudonymize personal data as soon as possible and as necessary.

### 10.7. Individual rights

65. Persons whose data is processed have the following rights:

- the right of access;
- the right of rectification;
- the right to erasure or the right to be forgotten;
- the right to portability;
- the right to restrict processing;
- the right to withdraw consent;
- the right to set guidelines for the storage, erasure, and disclosure of their personal data after their death.

66. Where the basis of the processing is the legitimate interest, the individuals whose data Addict Mobile processes have a right to object for reasons related to their particular situation and at any time when the processing is for the purpose of commercial prospecting.

#### 10.7.1. Procedures for exercising these rights

67. In the event of a question or request on the processing of personal data carried out by Addict Mobile, data subjects are urged to send an email to [dpo@addict-mobile.com](mailto:dpo@addict-mobile.com).

1. In most cases, Addict Mobile will only need a Client number in order to confirm your identity.

2. However, Addict Mobile reserves the right to request additional information (such as proof of identity), if this organization has reasonable doubts about the identity of the requester

#### 10.7.2. Right file a complaint

68. Data subjects have the right to file a complaint with a supervisory authority, without prejudice to any other administrative or judicial appeal.

### 10.8. Profiling and automated decision-making

69. Addict Mobile can, based on an analysis of the personal data of data subjects, in particular their clicks, produce statistics to improve its products and services and to send data subjects information and offers on its Clients' products and services.

70. Data subjects may object to a fully automated decision regarding them or the profiling of their data at any time when these operations are carried out for commercial prospecting purposes.

71. When required, Addict Mobile agrees to ensure that the consent of data subjects is obtained prior to carrying out this type of processing.

72. Where profiling or automated decision-making is based on consent, data subjects may withdraw their consent at any time.

73. In any event, Addict Mobile agrees not to implement any processing based on fully automated decision-making or profiling without appropriate measures having been taken by it to safeguard the rights and freedoms, as well as the legitimate interests, of the data subjects.