adfenix

General Terms & Conditions

1. Scope
These General Terms & Conditions are applicable for the Services (as defined in the Partnership Agreement) provided to the Customer by Adfenix AB, reg. no. 556951-2451

2. General obligations of Adfenix
2.1. From the date agreed between the parties in the Partnership Agreement (the "Commencement Date"), Adfenix shall perform the Services in a professional manner and in accordance with the terms hereof.

2.2. Support and maintenance will be provided by Adfenix to the Customer. The support is to be contacted by email to: support@adfenix.com.

3. General obligations of the Customer
In order for Adfenix to be able to perform its obligations under the Agreement, the Customer shall:
(a) Follow the instructions given by Adfenix.
(b) Ensure that Customer Data (as defined below) or software: (i) is free from viruses, Trojans, worms or other malicious software or code; and (ii) otherwise cannot damage or interfere with the system of Adfenix or the Services.
(c) Ensure that each individual visiting the Website ("User"), from which Adfenix gathers personal data used for the Services, has given its explicit consent to the gathering and processing of their personal data in order for Adfenix to process the data in accordance with Swedish personal data regulations. If any User does not give its consent, or withdraws its consent, the Customer must immediately in writing inform Adfenix.
(d) Ensure that the marketing and sales of its products or services are in conformity with any applicable legislation and good marketing practises.
(e) Obtain all necessary approvals and registrations for the marketing and sale within the territory in which the products or services are marketed and sold.
(f) Ensure that the data points that are gathered from the Customer's website, including but not limited to copyrighted materials such as text and pictures, do not infringe on any third party's intellectual property rights.
(g) Indemnify and hold Adfenix harmless from any claims, fines and penalties or similar that could be raised against Adfenix related to non-fulfilment of section 3(b)-(f) above.

4. Access and changes to the Services
4.1. Adfenix may, without prior notification to the Customer, make changes to the Services or the method of providing them, if such changes can be reasonably assumed to be beneficial to the Customer or of minor consequence. Adfenix may also make other changes to the Services, or the method of providing them, two (2) weeks after notifying the Customer to this effect.

4.2. If the provision of the Services results in a risk of more than insignificant damage to Adfenix or another Customer of the Services, Adfenix may block or restrict access to the Services. The Customer shall be informed as soon as possible if the access to the Services is restricted.

4.3. Adfenix may carry out planned measures that affect the availability of the Services if required for technical, maintenance, operational or safety reasons. Adfenix shall perform such measures promptly and in a manner that limits the disruption. Adfenix undertakes to notify the Customer within a reasonable time before such action and, if possible, to plan such action to be carried out outside of normal office hours.

5. Prices and Payment
5.1. The prices for the Services are set out in the Partnership Agreement. All prices are exclusive of VAT and other additional taxes and charges.

5.2. Unless otherwise agreed in writing, the Customer shall pay for the Services not later than 15 days from the date of the invoice of Adfenix. Adfenix shall be entitled to change its prices twice every calendar year.

6. Intellectual property rights
Adfenix owns, or is entitled to use all rights, including intellectual property rights, to the Services and any software included in the Services. Adfenix shall ensure that the Customer's use of the Services does not infringe any copyright, patent or other intellectual property rights.

7. Customer Data
7.1. The Customer is the owner of the data or other information collected by Adfenix on the Website (the "Customer Data"). The Customer Data includes inter alia:
(i) Information about the behaviour of browsers on the Website ("User Data")
(ii) Data points generated from the Website to enable Adfenix to offer optimized and simple Advertising ("Website Data")

7.2. Data generated when the Customer's brokers create orders, send support tickets, and in other ways act as users of the Services are defined as ("Usage Data"). Usage Data is collected and used by Adfenix to improve the Services.

7.3. Adfenix will use the User Data received to create audiences for use in marketing on third party ad networks (e.g. Facebook and Google). The User Data may therefore be shared with the third party ad networks for the purpose of synchronizing audiences. The User Data shall not be used by the third party ad networks for any other purpose than to improve the effect of the Customer's advertising on the ad networks.

7.4. The Customer Data received by Adfenix shall not without the Customer's explicit consent or as required by law; (i) be used for any purposes except in the

advertising of the Customer's services and/or products; (ii) be disclosed to other advertisers or third parties.

7.5. The Customer has the right to request access to Customer Data that is located on the servers of Adfenix. It may take up to two (2) weeks for Adfenix to provide the Customer with this data. The Customer shall not have access to the data generated by Adfenix's algorithms such as the Usage Data.

7.6. Adfenix shall back-up the Customer Data on a daily basis. However, if Adfenix has backed-up the data and otherwise performed its obligations in accordance with this Agreement, Adfenix shall not be liable for any loss of data.

8. Personal Data
8.1. When processing personal data within the scope of the Services, the Customer is the data controller and Adfenix is the data processor. As data controller it is the Customer's responsibility that personal data is processed in accordance with applicable legislation. Adfenix undertakes that it will only process personal data in accordance with the Agreement and the Customer's written instructions.

8.2. Adfenix shall implement sufficient technical and organisational measures to protect the personal data. This means that Adfenix shall keep the personal data confidential and secure, which includes technical and physical safeguards that are designed to; (i) protect the security and integrity of the personal data; and (ii) protect against the accidental or unauthorized access, use, alteration or disclosure of personal data.

8.3. Adfenix shall, if required by law, comply with any orders issued by any governmental authority to fulfil its obligations pertaining to the Customer's personal data. Adfenix shall immediately notify the Customer upon discovering any completed or attempted unauthorised access to, destruction of or amendment to the Customer's personal data.

8.4. When using a subcontractor who processes personal data (a "Subprocessor"), Adfenix as the Customer's representative, shall sign an agreement with the Subprocessor, according to which the Subprocessor, as data processor, undertakes towards the Customer to comply with the provisions of these General Terms and Conditions. Where personal data will be transferred to a country outside of the EU/EEA, Adfenix shall ensure that the Subprocessor signs the EU's standard agreement clauses for transferring personal data to a third country. Adfenix shall be entitled to sign the agreement as a representative of the Customer. Prior to using a Subprocessor for the processing of personal data, Adfenix shall notify the Customer of the Subprocessor it intends to use and which country personal data will be processed in. On the Customer's request, Adfenix shall send the Customer

a copy of any agreements signed by Adfenix under this clause.

9. Confidentiality
During the term of the Agreement and for a period of three (3) years thereafter, each party undertakes not to disclose information to any third party regarding the other party's activities which may be deemed business or professional secrets without the other party's consent. Information which a party states to be confidential shall always be deemed to be a business or professional secret. The confidentiality obligation does not include such information which a party can prove has come to its knowledge in any other way than under this Agreement, nor does the confidentiality obligation apply when a party is required by law or rules from any applicable stock exchange to disclose the information.

10. Term and termination
10.1. A party may terminate the Agreement by giving the other party at least ninety (90) days prior written notice.

10.2. However, each party is entitled to terminate the Agreement with immediate effect if;
(a) the other party materially breaches its obligations under the terms of the Agreement and such party has not cured (if curable) the breach within 30 days after written request has been sent to the other party with reference to this section, or
(b) the other party is placed in bankruptcy, liquidation, or can other be deemed to be insolvent.

10.3. Upon termination of the Agreement, Adfenix shall not store any Customer Data for more than two (2) weeks unless instructed thereto by the Customer. Thereafter the Customer Data shall be deleted or returned to the Customer in accordance with the Customer's instructions.

11. Limitation of Liability
11.1. If a party is prevented from fulfilling its obligations under the Agreement due to a circumstance beyond the party's control, including but not limited to lightning strike, labour dispute, fire, natural disaster, changes in regulations, governmental actions and/or a failure or delay in services provided by a subcontractor due to a circumstance stated herein, then this shall constitute a ground for release resulting in an extension of the deadline for performance and release from damages and other remedies. If the performance of the Services to a material extent is prevented for a period exceeding two months due to a circumstance stated herein, either party shall have the right to terminate the Agreement in writing, without incurring any liability for compensation.

11.2. A party's liability for damages is limited, per calendar year, to a total sum equal to the sum paid for the Services during a calendar year.

11.3. A party is not in any event liable for loss of profit or other indirect damage.

11.4. The limitation of liability in this clause does not apply in the event the damage is due to intent or gross negligence on account of the other party.

11.5. A party does not have the right to make a claim for damages, unless such claim is made within six (6) months from the time the damage occurred.

12. Miscellaneous

Adfenix may engage a subcontractor to perform the Services and other obligations under the Agreement. Adfenix is liable for a subcontractor's work as if it had been performed by Adfenix itself.

13. Governing law and dispute resolution

13.1. This Agreement shall be governed by and construed in accordance with the laws of Sweden.

13.2. Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the "SCC Institute").

13.3. The Rules for Expedited Arbitrations shall apply, unless the SCC Institute in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. In the latter case, the SCC Institute shall also decide whether the arbitral tribunal shall be composed of one or three arbitrators.

13.4. The seat of arbitration shall be Gothenburg, Sweden, and the language to be used in the arbitral proceedings shall be English.