

General Terms and Conditions for Advertisers

1. General Provisions

These Terms and Conditions apply to the use of the Platform www.financeAds.com (subsequently referred to as "Platform") of financeAds International GmbH (subsequently referred to as "financeAds") and also regulates the contractual relationship related to the marketing of online advertising placements between advertising space operators (subsequently referred to as "Affiliates") and advertising customers (subsequently referred to as "Advertisers").

financeAds allows the Advertisers to access its network of Affiliates who have the goal of marketing the products and services of the Advertisers and win new clients for the Advertiser.

The Advertiser provides ad media in the form of text links, banners or email templates for Affiliates to use. The Affiliates may use and display such ad media on, for instance, websites, or on e-mails or any other online advertising to market the Advertiser's products or services.

Ad media is made available on financeAds Platform and an affiliate program (subsequently referred to as "Program") which is set up on the Platform to allow Affiliates to run advertising campaigns on behalf of the Advertisers.

If the Affiliates' advertisement is successful, and the Advertiser acquires a new customer or sell one product, the Advertiser shall remunerate financeAds and financeAds will pay the Affiliates the agreed remuneration (specified on the contract (subsequently referred to as "Contract 1") between financeAds and the Affiliate). The type and amount of the remuneration are determined by the Advertiser based on the performance goals defined in the contract signed by the Advertiser and financeAds (subsequently referred to as "Contract 2").

Additionally, financeAds offers its Affiliates the opportunity to integrate the affiliate Programs to their website using the provided white label comparison tools (financeAds tools). Affiliates might use these tools to lead new customers to the Advertiser's website and are rewarded as defined in Contract 2 signed by the Advertiser and financeAds.

2. Obligations of the Advertiser

- 2.1. The Advertiser is a supplier of online products and services advertising their offering by means of advertising materials, which are to be made available through the financeAds Platform to Affiliates.
- 2.2. The Advertiser grants financeAds and the respective Affiliates a simple, non-exclusive, nontransferable, usage right in the provided advertising material, which is limited in time and purpose to the terms of Contract 2.
- 2.3. The above-mentioned granting of rights also includes the right to store, duplicate, publish, digitalize as well as process the advertising material, if that is necessary to execute Contract 2.
- 2.4. The Advertiser guarantees that all ad media and websites that promote their products and the content of those websites are in accordance with the law.
- 2.5. The Advertiser is obliged to take all necessary measures for financeAds tracking (i.e. tracking information) of the transactions being possible and operational. Should the Advertiser utilizes his own additional tracking, the financeAds tracking information shall always prevail.

- 2.6. The Advertiser is obliged to notify financeAds and the Affiliates accepted on the Program, of any change to the Program's conditions with at least 14 days notice previous to the planned change, in writing via a newsletter or a mass e-mailing.
- 2.7. The Advertiser must approve transactions in a timely manner as specified in 6.3.

3. Obligations of Affiliates

- 3.1. Affiliates are legal entities with full legal capacity providing a space on their websites for the marketing of all kinds of goods and services. Beside websites, Affiliates can use also newsletters and adverts within the scope of search engine marketing which are all advertisement forms accepted by financeAds.
- 3.2. Each Affiliate is aware of the applicable law especially in regards to online marketing. The Affiliate ensures that all commercial and regulatory requirements for online marketing activities are fulfilled and proven on request, especially in the relation to the specific markets where the Affiliate operates.
- 3.3. Affiliates must apply to an Advertiser Program before they are allowed to advertise the Advertiser's product and services. Advertisers have the right to reject the Affiliates' application. An explanation of the reason for the rejection will be appreciated.

4. Affiliate: financeAds Tools

- 4.1. financeAds can integrate the Advertiser's products into a proprietary white label comparison tool, which are used by the Affiliates to promote Advertisers' products and services. In this case, there is no need for the Affiliates to apply to the Advertiser's affiliate Program through the financeAds Platform.
- 4.2. For the duration of Contract 2, the Advertiser grants the right to financeAds and its Affiliates to use the Advertiser's name, logo and brand both through and on the financeAds Platform and on the white label comparison tool.

5. Implementation of an Affiliate Program

- 5.1. The Advertiser provides all relevant information and advertising materials for the correct functioning of its affiliate Program via the financeAds Platform.
- 5.2. financeAds reserves the right to not activate the Program in case the Advertiser does not provide the ad media in the required and customary manner.
- 5.3. Affiliates have the opportunity to apply to the Advertiser's affiliate Program. The decision to accept or reject an Affiliate application is made solely by the Advertiser. financeAds can accept Affiliates on behalf of the Advertiser unless the Advertiser specifically indicates that they want to retain this right.
- 5.4. A contract between Advertisers and Affiliates is considered as concluded once the Affiliate is accepted by either the Advertiser, or, when authorized by the Advertiser, by financeAds. It is the sole Advertiser's responsibility to review each Affiliate application and business model and to verify the legitimacy of the Affiliate's website before accepting them on their Affiliate Program. financeAds is not liable for the legitimacy of the Affiliate websites.
- 5.5. The Advertiser can specify its own additional specific terms and conditions making them visible on the financeAds Platform providing that these specific conditions are not in conflict with financeAds own Terms and Conditions.
- 5.6. The Advertiser provides advertising material in a suitable format when establishing the Program. The hosting of the advertising material should be carried out by the Advertiser.

Upon request of the Advertiser, financeAds can offer the hosting of those material at the expenses of the Advertiser.

- 5.7. financeAds reserves the right to use the names, logo and brands of the Advertiser and the products and services for reference purposes (such as in presentations). No confidential traffic data will ever be shared with third parties by financeAds.

6. Compensation and Payments

- 6.1. financeAds records and counts all Affiliate transactions (views, clicks, leads & sales) and makes the data available to the Advertiser in a suitable manner through the financeAds Platform. The remuneration of the Affiliates is specified according to the conditions detailed on Contract 2 between the Advertiser and financeAds, before the start of the Program. A later amendment of these conditions to the disadvantage of the Affiliate is only possible within the time period defined in 2.6.
- 6.2. All successful leads and sales need to be checked by the Advertiser within 60 days from the day on when the transactions were recorded. If the Advertiser finds no objections against the recorded successes, all transactions should be accepted.
- 6.3. In case the Advertiser neither approves nor rejects the transactions within 60 days following the date upon which the respective transactions have been tracked, an automatic approval by the system will occur ("Autoconfirmation"). The Parties may agree upon a different time period and specify that in Contract 2.
- 6.4. Once transactions have been accepted by the Advertiser, financeAds will immediately make the respective commission available to Affiliates.
- 6.5. Once transactions have been accepted, this process is irrevocable and no claw-backs of commission paid out are allowed under any circumstances.
- 6.6. If the Advertiser impedes our tracking, he or she is obliged to compensate the loss of commission in a suitable manner, i.e. by reimbursing Affiliates and financeAds an amount equivalent to the commission generated by the average transactions that would have been generated under normal circumstances. The decision right regarding the form of compensation is up to financeAds.
- 6.7. Once the affiliate Program is set up on the Platform, a virtual transaction account will be created for the Advertiser, in which the payment of the Affiliate remuneration shall take place. The Advertiser's account will be charged with a minimum required account balance of €1.000 before the Program starts. The Advertiser has to ensure that the minimum required account balance of €1.000 will be on the account at all time. financeAds does not take any responsibility if the account balance falls below the minimum required account balance amount.
- 6.8. Once transactions are approved and providing that there are sufficient funds in the Advertiser's account, financeAds will pay the agreed commission to the Affiliates.
- 6.9. If the funds on the transaction account are below the minimum required account balance, financeAds reserves the right to pause the Advertiser's affiliate Program.
- 6.10. In case of a positive account balance on the transaction account, no interest will be paid.
- 6.11. The Advertiser releases financeAds from all claims made by Affiliates regarding the remuneration of the commission approved.
- 6.12. By default, the Advertiser pays a standard network fee to financeAds of 30% on top of the agreed commission paid to Affiliates which will also be specified in the Advertiser Contract 2.
- 6.13. financeAds might offer a preferred network fee, lower than the standard of 30% in case financeAds is the sole affiliate public network. In case this condition changes, the Advertiser must ensure that financeAds will be notified of this change within 7 days from

the start of any second public Program on. In case financeAds is not the sole network, financeAds reserves the right to change the network fee to the standard of 30%.

- 6.14. In case financeAds affiliate Program will not be the only public affiliate Program available in any respective market, the Advertiser must ensure that financeAds will be offered the same (or better) conditions (Affiliate commission, program limitation, allowed channels and so on) that are offered to other, external, public affiliate Programs. Should any of those conditions / commissions be better in any other external, public program, the Advertiser is obliged to notify financeAds of the change of commissions / conditions within 7 days from the moment on the conditions change on other external, public Programs. In case of a delay in notifying financeAds, financeAds reserves the right to charge a contractual penalty for each violation equal to an amount up to 50% of the network fee generated since the beginning of the contractual relationship and, in case of an argument between the Parties, being subject to a decision of the competent court.
- 6.15. VAT will apply to all commissions and compensation.
- 6.16. During the term of Contract 2 and for one year after termination of Contract 2, the Advertiser shall not – neither directly nor indirectly – enter into a contractual relationship with any Affiliate that has been introduced by financeAds, where this Affiliate has participated in the affiliate Program of the Advertiser through the financeAds Platform. Such obligation cannot apply to those Affiliates that had preexisting contractual relationships with the Advertiser, prior to the conclusion of Contract 2. In the event of violation of this obligation, the Advertiser shall pay a contractual penalty to financeAds for each violation equal to an amount up to EUR 10.000,00 for each Affiliate and, in case of an argument between the Parties, being subject to a decision of the competent court.

7. Warranty

- 7.1. financeAds makes its services, systems, technologies and solutions available to the best of its knowledge and technical capabilities. Guarantee is neither given around the up-to-datedness, accuracy, completeness or quality of the provided information nor for the error-free and continuous availability of the services, systems, technologies or solutions.
- 7.2. financeAds shall only be liable for damages if and when financeAds, its authorized representatives or senior executives are guilty of premeditation or gross negligence, except for cases of violation of essential contractual obligations. In the case of other vicarious agents, financeAds shall only be liable if there was premeditation and they violated essential, contractual obligations intentionally or with gross negligence. Apart from cases of premeditation or gross negligence on the part of authorized representatives, senior executives or premeditated conduct of other vicarious agents of financeAds, no liability shall exist for compensation for indirect damage, in particular for any possible unrealized profit. Except for cases of premeditation and gross negligence on the part of financeAds, its authorized representatives and senior executives, liability shall be limited to the damage typically foreseeable at the time of contract conclusion.
- 7.3. The above liability exclusions and limitations do not apply in cases where financeAds assumes explicit guarantees and for damages from injury to life, limb or health as well as in cases of compelling legal regulations.
- 7.4. financeAds refers to other internet sites using links on its web pages. The following is valid for all links: financeAds expressly declares to have no influence on the layout and contents of the linked websites. Thus, financeAds is hereby expressly distancing itself from the contents of all sites linked to on financeAds' web presence, and also expressly does not have ownership of this content. This declaration is valid for all links present on

the websites, both displayed and hidden, and for all content of the sites, to which these links are leading to.

- 7.5. If the Affiliate is in an advisory capacity, he or she is liable to the Advertiser and financeAds for erroneous negligent advice to customers, and other culpable breaches of duty arising out of Contract 1, within the framework of relevant legal provisions. If claims have been taken against the Advertiser or financeAds due to erroneous advice from the Affiliate, the Affiliate is obliged to release the Advertiser and/or financeAds from all resulting claims (including the legally accrued costs for legal counsel).

8. Account, Contract Term & Termination

- 8.1. The duration of Contract 2 between financeAds and the Advertiser is unlimited unless stated otherwise in Contract 2.
- 8.2. Contract 2 can be terminated by financeAds or by the Advertiser with a notice period of 3 months giving notice via mail. Termination is not allowed during the first 6 months after Contract 2 is signed.
- 8.3. When Contract 2 is terminated, any existing credit shall be paid out immediately to the Advertiser and all outstanding invoices must be paid immediately by the Advertiser to financeAds.
- 8.4. financeAds is entitled to terminate Contract 1 or 2 with immediate effect if there are concrete indications that any of these Parties have violated these General Terms and Conditions.

9. Confidentiality

The Parties are obligated to keep all operational and other business related information made accessible to them in connection with Contract 1 or 2 confidential, especially information which is considered confidential, or which are recognizable as company or business secrets of a Party according to other conditions, until the end of Contract 1 or 2, and not to store, distribute or exploit this information, insofar as it is not necessary for maintaining the purpose of Contract 1 or 2.

10. Data Protection and usage of cookies

- 10.1. financeAds acquires, processes and uses the personal data in compliance with the national data protection laws and the data protection guidelines of the European Union.
- 10.2. financeAds acquires, processes and uses the personal data only to fulfill the purpose of Contract 2 with the Advertisers and shall not be passed to third parties. financeAds uses personal data only for the management and use of the financeAds service.
- 10.3. financeAds uses so-called cookies, to improve its Platform for both Advertisers and Affiliates and to ensure their security logging in to the Platform. Furthermore financeAds uses cookies to ensure a correct tracking of leads and sales with the purpose of a correct attribution to the different Affiliates. None of the cookies contains personal data.

11. Reservation of Right to Modification

financeAds is entitled to change or make additions to these General Terms and Conditions at any time.

12. Final Provisions

- 12.1. This Terms and Conditions are subject to German law under exclusion of all conflict of law rules.
- 12.2. Berlin shall be the place of jurisdiction for all disputes arising from this Terms and Conditions.
- 12.3. Should any individual part of this Terms and Conditions be ineffective or not applicable, this shall not affect the remaining provisions. The ineffective or not applicable provisions should be replaced by an effective and applicable one that corresponds as closely as possible to the economic purpose of the original one. The same applies to loopholes.

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