

General Business Terms and Conditions for Affiliates

1. General Provisions

These General Business Terms and Conditions for Affiliates 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 their Advertising Space, 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 sells one product, the Advertiser shall remunerate financeAds and financeAds will pay the Affiliates the agreed remuneration (subsequently referred to as "Commission"). The type and amount of the Commission paid to Affiliates are visible on the Platform.

2. Platform participation rules

- 2.1. Each Affiliate is aware of the applicable law especially in regard 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.
- 2.2. Affiliates must first join the financeAds platform and by joining, they accept the present General Business Terms and Conditions for Affiliates.
- 2.3. To join the platform, Affiliates must have a bank account.
- 2.4. financeAds reserves the right to reject an Affiliate application without having to explain the reason for the rejection.
- 2.5. Once accepted into the Platform, Affiliates must then 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. Advertisers have no obligation to explain the reason for the rejection. During the application process, the Affiliate must provide details of their Advertising Space and these might be checked against the prerequisites of the Program.
- 2.6. Should the Advertising Space listed in the registration process or in the application for a specific partner program not correspond to the Advertising Space actually available, financeAds is entitled to block the Affiliate account without delay.
- 2.7. In submitting their application for a partner program, Affiliates accept any additional conditions for participation which are displayed in the context of each program. These conditions will become an integral part of this contract.

- 2.8. 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 the contract signed by the Advertiser and financeAds and visible on the Platform on the program's conditions.
- 2.9. The tracking links and any coding embedded within the tools cannot be utilised, under any circumstance, anywhere else but within the tools themselves. Concretely, Affiliates are not allowed to use any tracking links that derive from the tools on any other Advertising Space they own (for example banners, or text links).
- 2.10. Any violation of this will result in the Commission not being paid to the Affiliate for all leads / sales generated through the white label tool. financeAds reserves also the right to terminate the agreement immediately as a result of the Affiliate generating leads / sales in the way explained on point 2.9.

3. Obligations of Affiliates

- 3.1. By applying to a partner program and incorporating the advertisement into their Advertising Space, Affiliates warrant that their Advertising Space and the advertising activities as a whole:
 - 3.1.1. Do not infringe any rights of third-parties (in particular, without limitation, copyrights, trademark rights, personal rights or similar rights).
 - 3.1.2. Do not violate any other provisions of the law (in particular competition law), do not endanger the democratic constitution, do not glorify violence, are not racist, pornographic or liable to corrupt youth, or unfit to be made generally accessible.
 - 3.1.3. The Affiliate must respect the prohibition of unsolicited advertisement ("Spam") when sending e-mails containing Ad Media. Therefore, the consent of each and every recipient is to be obtained prior to sending e-mails; financeAds reserves the right to ask the Affiliate to provide written evidence that such consent has been granted.
 - 3.1.4. The Affiliate must not use keywords containing legally protected terms such as, in particular, trademarks of the Advertiser or of the Advertiser's competitors ("brand bidding"), unless the respective Advertiser has expressed his permission.
 - 3.1.5. Sub-Network of Affiliates - Affiliates who are operating as sub-network of other affiliates themselves hereby guarantee to communicate these "General Business General Business Terms and Conditions for Affiliates for Affiliates" to their Sub-Affiliates and to monitor and enforce their compliance. Affiliates will be held liable for the conduct of their Sub-Affiliates.

4. Misuse

- 4.1. Any form of misuse, i.e. procuring business transactions by unfair methods or inadmissible means that violate applicable law, of these General Business Terms and Conditions for Affiliates or the principle of the financeAds Network, is prohibited.
- 4.2. In particular, Affiliates are prohibited from attempting to obtain Commissions by procuring business transactions themselves or through a third person using the Ad Media, tracking links and/or other technical aids provided to them in the context of the financeAds Network using one or several of the following methods:
 - 4.2.1. Fraudulently pretending or faking business transactions, for example by entering third party data without authorization, or by providing false or non-existing data when ordering goods or registering online;
 - 4.2.2. Using Ad Media that enables Tracking although it is not displayed at all, not visibly or not in the manner and/or size stipulated by the Advertiser; or Brand-Bidding.

- 4.2.3. Any form of misuse will lead to the blocking of the Affiliates' accounts immediately. In this case Affiliates may raise an objection (e.g. via letter, fax, e-mail) within a month in order to provide a statement and evidence that the chosen form of advertising has been in accordance with these General Business Terms and Conditions for Affiliates. If the Affiliate cannot confute the breach of this Agreement, financeAds will issue a notice of termination. The Affiliate shall not be entitled to any remuneration.
- 4.3. For each case of intentional or negligent violation of the present provisions, the Affiliate hereby undertakes to pay financeAds liquidated damages in each case in an amount to be determined at financeAds' s equitably exercised discretion and, in case of an argument between the Parties, being subject to a decision of the competent court.

5. Remuneration

Affiliates will receive performance-related remuneration ("Commission").

- 5.1. The amount of the Commission in each individual case, and the type of business transactions entitling to the payment of Commission, shall depend on the respective Advertiser's partner program. The Advertiser may modify the conditions of the partner program or terminate the entire program with effect for the future. Affiliates shall not demand a program being operated at all or at certain conditions. The conditions of the partner program can be viewed in the financeAds Platform.
- 5.2. The entitlement to payment of the Commission is constituted by the following premises:
- 5.2.1. A business transaction between a customer and an Advertiser has been effected via the Advertising Space; The business transaction has been tracked by financeAds; The transaction has been approved by the Advertiser. Only after these passages have happened, a credit statement will be issued electronically by financeAds at the beginning of the following month. Then the amount will be paid into the bank account specified by the Affiliate. If the Bank account is either a German account or an account with a bank participating in the IBAN/BIC System, disbursements shall be made free of charge. Any other relevant fee or bank charges will be deducted from the amount to be paid.
- 5.2.2. The Affiliate will be paid in the currency the program has been setup on the Platform. Special arrangements can be made for the Affiliate providing that an agreement is finalized before the payment is due and in written form (email confirmation would suffice).

6. Term of Agreement and Termination

- 6.1. The agreement on participation in the financeAds Network is concluded for an indefinite term. The parties may terminate the agreement at any time in text form (letter, fax, e-mail);
- 6.2. Any business transaction that was procured via the Advertising Space at the time of termination will be processed pursuant to Clause 6 following the receipt of the termination notice. Upon the expiry of this agreement, any credit balance remaining will be paid to the Affiliate.
- 6.3. While working with financeAds, the Affiliate shall not – neither directly nor indirectly – enter into a contractual relationship with any Advertiser that has been introduced by financeAds, where the Affiliate has participated in the affiliate Program of the Advertiser through the financeAds Platform. Such obligation cannot apply to those relationships that Affiliates had preexisting with the Advertiser, prior to the Affiliate promoting the

Advertiser's program through the financeAds Platform. In case of a dispute, Affiliates will be required to prove the pre-existing contractual relationship. In the event of violation of this obligation, the Affiliate shall pay a contractual penalty to financeAds for each violation equal to an amount up to EUR 10.000,00. In case of an argument between the Parties, such dispute will be 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.
- 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. 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, 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. Confidentiality

The Parties are obligated to keep all operational and other business related information confidential, especially information which is considered officially confidential, or which are recognizable as company or business secrets of a Party according to other conditions, until the end of Contract (conditions specified on point 5 for these General Business Terms and Conditions for Affiliates).

9. Data Protection and usage of cookies

- 9.1. 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.

- 9.2. financeAds acquires, processes and uses the personal data only to fulfill the purpose of these General Business Terms and Conditions for Affiliates and shall not be passed to third parties. financeAds uses personal data only for the management and use of the financeAds service.
- 9.3. 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.

10. Reservation of Right to Modification

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

11. Final Provisions

- 11.1. These General Business Terms and Conditions for Affiliates are subject to German law under exclusion of all conflict of any other law rules
- 11.2. Berlin shall be the place of jurisdiction for all disputes arising from this General Business Terms and Conditions for Affiliates.
- 11.3. Should any individual part of these General Business Terms and Conditions for Affiliates 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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financeAds International GmbH

Hardenbergstrasse 32

10623 Berlin