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## Yadore GmbH Partner Program

### TERMS AND CONDITIONS

Yadore GmbH and Partner agree as follows:

#### 1. Yadore GmbH Partner Program

Partner may provide Yadore GmbH with their contact information for a qualified website that meets Yadore GmbH's criteria. Yadore GmbH may change its criteria at any time. Yadore GmbH will assess publisher websites suitability and will choose whether to execute agreements in its sole discretion. Yadore GmbH will pay Company as detailed below.

- 1.1. **Definitions** "Publisher domain" means a domain referred by Partner (i.e., not already on Yadore GmbH list and not already referred by a third party) that executes a binding written agreement with Partner for a specific product – Search Feeds / Shopping Feeds / Native advertising feeds, or any other Yadore GmbH product offering.
- 1.2. "Partner" means Company or individual that the contract is signed by.
- 1.3. "Traffic Quality" – means a specific scale of quality needed for that traffic to meet Yadore GmbH's and its Feed Providers request.
- 1.4. "Partner reports" means the online reporting for each separate Publisher Domain.
- 1.5. "Partner Revenue" means amounts actually recognized by Yadore GmbH from payments received from its feed provider(s) as a direct result of advertisements appearing on the websites of Partner. "Partner Revenue" does not include any deductions or refunds made by Yadore GmbH or its feed provider(s) for any reason, or any amounts generated by (a) Prohibited Activities, or (b) Company's or a Publisher's violation of Yadore GmbH's policies and program requirements.

#### 2. Payment

- 2.1. "Partner Payment." Yadore GmbH shall pay Partner a total of seventy Percent (70%) of the Gross Click-Through Revenue received by feed partners on a monthly basis (the "Partner Revenue"). The Partner Revenue shall be paid within forty-five working days (45) of the close of the month in which the Partner Revenue was earned under the terms of this Agreement, or if later when feed partner has made payment to Yadore GmbH.
- 2.2. If Yadore GmbH terminates this Agreement, final payment may be delayed for as long as sixty (60) additional days in cases in which the number of Referrals has not been validated to the satisfaction of Yadore GmbH. In such cases where overpayment has been deemed to be paid by Yadore GmbH to Partner, Yadore GmbH shall deduct that amount from the following months Partner Payment.
- 2.3. If applicable for EC - Partners for the relevant VAT jurisdictions, Yadore GmbH and Partner hereby acknowledge and agree that Yadore GmbH shall provide Partner with a value-added tax ("VAT") invoice. Partner agrees not to raise any VAT invoices with respect to the revenue due to it pursuant to this Agreement. Yadore GmbH will complete invoices showing the Partner address, VAT Registration number, together with all details which constitute a full VAT invoice. Partner agrees to notify Yadore GmbH in the event they cease to be registered under the VAT number delineated in this Agreement, transfers or sells its business or becomes registered under a different VAT number. Yadore GmbH agrees to make a new agreement in the event, that the Partners VAT registration changes. In the event Yadore GmbH intends to outsource



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responsibility for issuing VAT invoices under this Agreement to a third party, Yadore GmbH shall notify the Partner of such outsourcing.

- 2.4. Yadore GmbH will not withhold or pay any taxes due by Partner or its Publisher domains unless Yadore GmbH determines that Yadore GmbH or its affiliates may be liable for such taxes, in which case it may withhold the estimated amount. Partner agrees that it is their responsibility to pay all taxes on income earned in connection with this Agreement. Partner agrees to indemnify Yadore GmbH from, and promptly reimburse Yadore GmbH for, any claim or assessment of taxes by any taxing authority and any related costs or damages.

### 3. Online Reporting

Yadore GmbH shall provide Partner with a username and password that allows Partner to access a secure, web-based online reporting interface that details the Referrals and the corresponding Net Click-Through Revenue generated by the Publisher Domain through the date and time of the report ("Partner Reports"). The Online Reporting is an estimate of Net Click-Through revenue and not the actual amount, the Partner Reports are subject to revision at any time prior to the issuance of payment to the Partner, based on Yadore GmbH's Feed provider proprietary month-end validation processes. Such reports constitute Yadore GmbH's confidential information.

### 4. Traffic Quality

- 4.1. The Partner needs to make reasonable efforts to maintain good quality traffic and meet the guidelines set out and communicated by Yadore GmbH from its Feed providers to the Partner.
- 4.2. The Partner is aware that Termination may occur if it falls below the requested Traffic Quality by order of Yadore GmbH based on the Traffic Quality Scale set out by the Feed Provider: (i) if the Publisher fails within 2 weeks to bring the traffic quality score to the required quality; or (ii) following such cure period, if the traffic quality has not improved and is less than required in any subsequent report, **provided** that (a) Yadore GmbH make regular reports available to Partner setting out the traffic quality score for the Partner; and (b) Yadore GmbH have verbally communicated this to the Partner.
- 4.3. In some instances Yadore GmbH's feed providers have the right to discount a % of the CPC for traffic that does not meet their specific quality. This will be communicated to the Partner once Yadore GmbH have been informed. Usually on the month end final numbers.
- 4.4. If Yadore GmbH's Feed providers report that the Partner has fraudulent traffic the feed will be automatically terminated and the revenue withheld.

### 5. Termination

Either party may terminate this Agreement immediately upon notice, for any reason.

- 5.1. If the Yadore GmbH feed partner terminates, Yadore GmbH will no longer make any payments to Company, effective immediately upon the termination.
- 5.2. If Yadore GmbH terminates without cause, Yadore GmbH will continue to pay Company for duration of the Publisher Domains continuous participation in Yadore GmbH's Partner program. If Yadore GmbH terminates for cause, including but not limited to Company's breach of this Agreement or Yadore GmbH's policies, Yadore GmbH will no longer make payments to Company, effective immediately upon the termination.
- 5.3. Yadore GmbH's program terms may allow a Partner to terminate its participation at any time and/or for any reason.



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## 6. Prohibited Activities

Partner may not generate traffic to Publisher domains by any of the following methods: (i) listings on newsgroups, (ii) bulk e-mailing, (iii) icq postings, (iv) chatroom/irc postings, (v) iframes, (vi) zero pixel frames, (vii) hitbots, (viii) clickbots, (ix) spiders, (x) cgi-scripts, (xi) JavaScript, (xii) click farms, (xiii) any other similar method, or (xiv) any method prohibited in Yadore GmbH's policy for Partners. Partners may not incent users to click on links on Publisher domains.

## 7. Implementation

7.1. Yadore GmbH will provide Partner with access to the Application Programming Interface(the "API") for the Yadore GmbH Feed and shall provide commercially reasonable assistance to Partner in completing the implementation of the Yadore GmbH Feed. The web pages containing Yadore GmbH Results shall be served and hosted by Partner or by the Publisher Domain (as applicable). The database and algorithm (and any modifications thereto) used to generate the Yadore GmbH Results are proprietary of Yadore GmbH and shall remain entirely within Yadore GmbH's control. Yadore GmbH retains the right to modify the content of the Yadore GmbH Results, as well as the underlying database and algorithm, at its absolute discretion without providing any notice to Partner.

7.2. Traffic Increases. Partner will provide Yadore GmbH with notice of any increase in search volume that Partner reasonably anticipates will increase Partner's then-current traffic volume by twenty- percent (20%) or more.

## 8. Confidentiality

All non-public information made available to The Partner by Yadore GmbH, including but not limited to all reports provided by Yadore GmbH, information related to or derived from Yadore GmbH's monetisation of Partners websites, publishers Domains and this Agreement, are Yadore GmbH's confidential information. Partner will not share Yadore GmbH confidential information with any third party and will protect such information using at least reasonable care.

## 9. Indemnification

Partner will indemnify, defend, and hold harmless Yadore GmbH, its officers, directors, shareholders, agents, employees and representatives against all liability, claims, costs, damages, settlements, and expenses (including interest, penalties, legal fees and expert witness fees) incurred by the indemnitees arising from or related to this Agreement.

## 10. Disclaimer of Warranties and Limit of Liability

YADORE GMBH, ITS AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, ADVISORS, CONTRACTORS, LICENSORS, LICENSEES, SUPPLIERS, VENDORS AND AGENTS (the "PROGRAM PARTIES") MAKE NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, AND NON INFRINGEMENT. THE PROGRAM PARTIES HAVE NOT MADE ANY REPRESENTATION AS TO THE POTENTIAL REVENUES COMPANY MAY REALISE. THIS PROGRAM AND YADORE GMBH'S PROGRAM FOR PUBLISHERS ARE PROVIDED AS IS, WITH NO WARRANTY AS TO CONTINUOUS SERVICE.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, PROGRAM PARTIES SHALL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR OTHER DAMAGES (INCLUDING



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WITHOUT LIMITATION LOST PROFITS, BUSINESS INTERRUPTION OR LOSS OF BUSINESS INFORMATION) ARISING OUT OF THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE

PROGRAM AND RELATED SYSTEMS, EVEN IF YADORE GMBH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### 11. **Miscellaneous.**

- 11.1. Aside from Sections 3.1 and 3.2, Yadore GmbH reserves the right to change these terms and conditions at any time. Partner is responsible for complying with any changes within ten (10) days of notice of the change.
- 11.2. This is the entire Agreement of the parties and it cannot be amended except with a writing signed by the parties. Partner cannot assign this Agreement without the written consent of Yadore GmbH. Sections 5-8 will survive expiration or termination of this Agreement.
- 11.3. This Agreement is governed by the laws of Germany. The Place of Jurisdiction is Munich, Germany.
- 11.4. If any provision of this Agreement is unenforceable, the validity and enforceability of the remaining provisions will not be affected. No waiver will be effective unless it is in an explicit writing and signed by the waiving party.

**YADORE GMBH**  
Bavariafilmplatz 7  
82031 Grünwald  
Germany  
HRB 235343.