

Keybroker's General Terms and Conditions for Online Advertising Applicable commencing October 2012

1. Background and scope

1.1 Keybroker AB (hereinafter "**Keybroker**") helps major advertisers increase sales by means of online advertising such as search advertising, Facebook advertising (hereinafter "social ads"), advertising via display and mobile media, affiliate marketing, etc. (hereinafter "**Online Advertising**").

1.2 These General Terms and Conditions shall apply to the provision by Keybroker of Online Advertising services to a corporate customer (hereinafter the "**Customer**"). The Online Advertising service(s) are specified in agreements between Keybroker and the Customer (hereinafter the "**Engagement Agreement**").

1.3 Keybroker and the Customer are hereinafter referred to individually as a "**Party**" and jointly as the "**Parties**".

2. Definitions

2.1 In this Agreement and its appendices, the following terms shall have the meanings ascribed to them below:

"**Agreement**": The Engagement Agreement, including these General Terms and Conditions, and all appendices relating thereto;

"**Term of the Agreement**": as set forth in the Engagement Agreement;

"**Engagement**": The relevant Online Advertising service(s) specified in the respective Engagement Agreement.

3. Nature and scope of the Engagement

3.1 Keybroker shall carry out the Engagement in its own name but on behalf of the Customer.

3.2 The Customer is aware and acknowledges that the possibility for Keybroker to be able to commence the Engagement on the agreed start date is conditional upon the Customer fulfilling its undertakings pursuant to this Agreement. In the event Keybroker cannot commence the Engagement on the agreed start date for reasons attributable to the Customer, Keybroker shall be entitled, following written notification, to charge the Customer a fixed fee amounting to twenty five percent (25%) of (i) the minimum compensation applicable pursuant to the Engagement Agreement (as regards Engagement Agreements which contain provisions regarding success fees) or (ii) full compensation payable in accordance with the Engagement Agreement (as regards other Engagement Agreements) per commenced week provided that Keybroker has not been able to re-allocate booked resources.

3.3 Keybroker's undertakings

3.3.1 Within the context of the Engagement, Keybroker shall provide the following:

(i) administration of Online Advertising based on the Customer's business goals during office hours, Monday – Friday, which is normally 08.30-17.00 CET. Keybroker shall also provide a dedicated Campaign Analyst who shall be responsible for the Online Advertising. The person responsible at the Customer shall have direct access to its Campaign Analyst, Monday – Friday, 08.30-18.00 CET for status meetings. In the event of urgent matters, the Managing Director and Operations Manager shall be reachable by mobile telephone.

(ii) instructions for installation of Keybroker's standard tracking solution;

(iii) Customer access to Keybroker's reporting system (hereinafter "**CampaignControl™**"); and the possibility for the Customer to regularly obtain reports; and

(iv) reporting in accordance with section 6 below.

3.4 The Customer's undertakings

3.4.1 The Customer shall provide Keybroker with all material and information necessary in order to carry out the Engagement. In addition, the Customer shall:

(i) regularly provide Keybroker with information regarding the offers and campaigns provided by the Customer from time to time;

(ii) regularly provide Keybroker with information regarding the Customer's long-term marketing strategy, e.g. Christmas campaigns, etc;

(iii) regularly provide Keybroker with information regarding inventories (where applicable) of goods for sale;

(iv) where the Customer has access to what is commonly referred to as a "product feed" (a file which contains the name of a good, product, category, price, inventory, deep link), i.e. a specification of its goods and/or services, regularly provide Keybroker with such information; and

(v) make a contact person available for status meetings once per calendar month.

3.4.2 For the purpose of limiting the risk of an infringement of third-party intellectual property rights, violations of marketing regulations relating to passing off and suchlike, the Customer undertakes, where applicable to the Engagement, to provide Keybroker, in connection with the execution of this Agreement, with a list of words which may not be used in Online Advertising (hereinafter the "**Black List**"). The Customer shall set forth in the Black List, to the best of its ability, such trademarks, company names, slogans, etc., which are the property of the Customer's competitors and the use of which would constitute an infringement of third-party rights. In the event Keybroker assumes the administration of accounts which the Customer previously

maintained with search engines or other advertising media, the Customer shall also provide Keybroker with a Black List of the words and advertisements which the Customer wants Keybroker to remove from the account (Keybroker shall not be liable for any existing words and advertisements. See section 10.3).

- 3.4.3 In the event the Customer's website ceases to be accessible via the Internet for any reason, the Customer shall immediately notify Keybroker in order that Keybroker may cease the Online Advertising. In the event the Customer fails to immediately notify Keybroker in accordance with the above, the Customer shall be obliged to compensate Keybroker in an amount equal to the compensation payable pursuant to the Engagement Agreement which Keybroker may be reasonably deemed to have lost.
- 3.4.4 The Customer shall install Keybroker's applicable tracking solution in accordance with the Engagement Agreement prior to the agreed start date and otherwise cooperate in respect of any similar measures which are necessary in order for Keybroker to be able to fulfil this Agreement.
- 3.4.5 In the event the Customer, on its own initiative and without written approval from Keybroker, removes implemented tracking from the Customer's website, the Customer shall, during the Term of the Agreement, pay liquidated damages equal to 25% of (i) the minimum compensation payable in accordance with the Engagement Agreement (as regards Engagement Agreements which contain provisions governing success fees) or (ii) full compensation payable in accordance with the Engagement Agreement (as regards other Engagement Agreements) per commenced week during which tracking is not restored. The aforementioned shall also apply where the Customer changes links without notifying Keybroker, causing the links to lead to web pages which do not work.

4. Particularly regarding the Customer's requests regarding keywords

- 4.1 In the event the Customer has special requests that Keybroker use certain keywords or search advertisements in the Online Advertising on behalf of the Customer, the Customer shall notify the responsible Campaign Analyst of the same in writing by e-mail, fax or letter. Notwithstanding the aforementioned, Keybroker reserves the right to completely remove or modify such keywords/search advertisements. The Customer shall hold Keybroker harmless for all losses which may be incurred as a consequence of claims by third parties resulting from such keyword/search advertisement in accordance with the provisions of section 10.

5. Finances and payment

- 5.1 The Customer shall compensate Keybroker for performing the Engagement in accordance with Keybroker's price model set forth in an appendix to the Engagement Agreement.
- 5.2 As regards any reporting that requires special wording and manual work on the part of Keybroker and requests for services not covered by the undertaking, the Customer shall

compensate Keybroker in accordance with the price list applied by Keybroker from time to time.

- 4.3 The one-time expense according to the Engagement Agreement shall be invoiced when the Engagement has commenced. Traffic costs are invoiced in advance each month and are payable ten (10) days following the invoice date by deposit on the client funds account at Keybroker. Fees accruing to Keybroker and any additional traffic costs shall be invoiced on the 1st of every month for the preceding month with payment ten (10) days following the invoice date.
- 5.4 The Customer shall compensate Keybroker for Keybroker's travel expenses and per diems for travel approved in advance by the Customer in writing.
- 5.5 In the event the Customer wishes to commence a campaign prior to completion of the installation of the tracking solution in accordance with section 3.4.4 and the incomplete installation is not due to reasons set forth in section 11 below, the Customer shall compensate Keybroker for its loss of revenues in an amount equal to three (3) times (i) the minimum compensation payable in accordance with the Engagement Agreement (as regards Engagement Agreements which contain provisions regarding success fees) or (ii) full compensation payable in accordance with the Engagement Agreement (as regards other Engagement Agreements) per week during which the revenues cannot be calculated.

6. Reporting

- 6.1 Once per month, Keybroker shall provide a written report to the Customer regarding the results of the Online Advertising. In addition, status meetings shall be attended by the Parties once per calendar month.
- 6.2 During the Term of the Agreement, the Customer shall have access to Keybroker's systems through its own web log-on in which reports may be compiled regarding traffic and acquisition volumes pertaining to advertising statistics.

7. Intellectual property rights

- 7.1 All rights to the accounts set up by Keybroker on behalf of the Customer with search engines and other media in the performance of the Engagement as well as information included therein, e.g. search words, advertisements and structure, shall be the property of the Customer during the Term of the Agreement and following the termination thereof.
- 7.2 Keybroker shall hold title to data which, at the time of the execution of the Agreement, is collected in, or as a result of the Engagement is contributed to, Keybroker's databases and systems, including any intellectual property rights and know-how.
- 7.3 Neither Party shall obtain a right to any intellectual property and/or any other right held by the other Party prior to the commencement of the cooperation between the Parties pursuant to this Agreement. However, certain licensing rights may exist in accordance with section 7.4 below.
- 7.4 During the Term of the Agreement, Keybroker shall be entitled to use the Customer's name and

logotype in its own and the Customer's marketing materials. In addition, during the Term of the Agreement, the Customer grants Keybroker a right to use the Customer's company name, trademark and other characteristic marks within the context of the performance of the Engagement. This entails, for example, the use by Keybroker of the Customer's trademarks as keywords.

8. Confidentiality

- 8.1 The Parties shall observe confidentiality with respect to the terms and conditions in, and wording of, this Agreement, arbitral awards issued as a consequence of this Agreement, information regarding negotiations, arbitral proceedings or mediations relating to this Agreement, and all confidential information which has been obtained from the other Party with the exception, however, that confidentiality need not be observed in dealings with professional advisors, insurance companies, etc., provided that they are under an obligation to observe comparable confidentiality with respect to information received. In addition, confidentiality shall not apply in respect of such information which is or becomes publicly known in a manner other than as a consequence of a breach of contract by a Party or as is required by law.
- 8.2 "Confidential information" in this Agreement means all information – technical, commercial or otherwise – irrespective of whether the information has been documented or not, with the exception of:
- (i) information which is in the public domain or which enters the public domain in any manner other than as a consequence of a breach of contract by a Party of the provisions of this Agreement;
 - (ii) information which a Party can demonstrate was already known to such Party prior to receipt thereof from the other Party;
 - (iii) information which a Party has received or will receive from a third party without being bound by a duty of confidentiality in relation thereto.
- 8.3 In cases referred to in section 8.2 (iii) above, however, a Party shall not be entitled to disclose to outside parties the fact that such information was also received from the other Party pursuant to this Agreement.
- 8.4 The duty of confidentiality shall apply during the Term of this Agreement and for a period of two (2) years thereafter.

9. Termination of the Agreement

- 9.1 Following termination of the Agreement between Keybroker and the Customer, Keybroker shall be entitled to charge the Customer for any results-based compensation per acquisition for any acquisitions which are made during the agreed cookie time limit (see the Engagement Agreement). Accordingly, Keybroker will receive compensation for any acquisitions made during a period of forty five (45) days following the expiry of the Term of the Agreement from clicks which occurred during the Term of the Agreement

provided that any applicable results-based parameters are fulfilled.

- 9.2 When the Agreement has terminated, responsibility for the administration and maintenance of the Customer's accounts, keywords and other Online Advertising with the respective search engines or other advertising media shall pass to the Customer.

10. Limitation of liability

- 10.1 Each Party shall compensate the other Party for any losses incurred as a consequence of a breach of contract or negligence. The duty to pay compensation shall, unless otherwise explicitly set forth in this Agreement, be limited to direct losses and shall not cover indirect losses such as, for example, losses of sales or profits or losses which could not have reasonably been foreseen by the Party who caused such loss. A Party's liability in damages shall, in the absence of intent or gross negligence, be limited to an amount equal to i) the total compensation which the Customer has paid to Keybroker (not including traffic costs in respect of which the invoices have been forwarded) and ii) one million Swedish kronor (SEK 1,000,000), whichever is lower.
- 10.2 Keybroker shall not be liable for any of the Customer's information which is made available through the Engagement. The Customer thus waives the right to bring claims against Keybroker as a consequence of, for example, the fact that information violates Swedish law or constitutes an infringement of third-party rights. The Customer shall hold Keybroker harmless for any losses and costs incurred as a consequence of claims made by third parties regarding liabilities borne by the Customer pursuant to this section. The limitation of liability in section 10.1 shall not be applicable to the Customer's liability pursuant to this section.
- 10.3 In the event Keybroker assumes the administration of the accounts which the Customer previously maintained with search engines or other advertising media, Keybroker shall not be liable for the information which was previously registered, irrespective of whether it is registered by the Customer or a provider other than Keybroker. Furthermore, Keybroker shall not be liable for such keywords or search advertisements which the Customer has instructed Keybroker to use in accordance with section 4.1.
- 10.4 As a consequence of the information referred to in section 10.3 above, the Customer shall hold Keybroker harmless in respect of all fees, damage, losses and expenses incurred or which may be incurred as a consequence of claims made by third parties who assert that such keywords or search advertisements (i) constitute an infringement of another party's rights, (ii) violate the provisions of the Swedish Marketer Practices Act (iii) otherwise violate laws or generally accepted practices, or (iv) cause a third party to incur a loss. The Customer's liability pursuant to the aforementioned to hold Keybroker harmless shall be unlimited and the limitation on claims in damages pursuant to section 10.1 shall not apply in respect of this section. Keybroker's only undertaking as a consequence of such third-party claims shall be to remove keywords and

search advertisements at the request of the Customer.

- 10.5 Upon the assertion or confirmation of an infringement or violation of law laws resulting from the use of such keywords or search advertisements as are referred to in section 4.1, Keybroker shall be entitled to (i) remove the keywords and search advertisements constituting the infringement or violation from the relevant search engines and other channels and (ii) at its own discretion and at the Customer's expense, to prosecute the Customer's claim. In the event Keybroker elects to prosecute the Customer's claim, the Customer shall provide security for any expenses Keybroker may incur as a consequence of such claim.
- 10.6 Keybroker shall not be liable in any respect for losses which may be incurred as a consequence of the fact that the selected media do not function as intended. In this context, "media", is understood to mean search engines (such as, for example, Google or Bing), telecommunications and other information carriers.
- 10.7 The Customer's undertakings pursuant to this section 10 shall continue to apply following termination of the Agreement.

11. Force Majeure

- 11.1 A Party shall be released from the consequences of the failure to perform certain obligations pursuant to this Agreement where such failure is due to circumstances of the type set forth below and such circumstances prevent, render significantly more difficult or delay the performance thereof. Such *force majeure* events shall be deemed to be, *inter alia*, acts or omissions by governmental authorities, new or amended legislation, labour conflicts, blockades, fires, floods or major accidents.
- 11.2 Any Party who wishes to invoke *force majeure* as set forth above must notify the other Party in writing without delay regarding the occurrence of the *force majeure* event as well as the cessation thereof.

12. Amendments and supplements

- 12.1 Keybroker shall be entitled to amend or supplement these General Terms and Conditions. Such amendment or supplement shall be notified to the Customer in writing by letter or e-mail not later than three (3) months prior to the entry into force thereof. In the event the Customer does not approve of an amendment or supplement which is disadvantageous to the Customer, the Customer shall be entitled, not later than one (1) month following such notice, to terminate the Agreement in writing with effect commencing on the day the amendment is to enter into force. In the event such notice of termination is not given, the Customer shall be deemed to have approved the new terms and conditions.
- 12.2 Notwithstanding the provisions of section 12.1, Keybroker shall be entitled to implement amendments and supplements which are not disadvantageous to the Customer or where any such disadvantage is insignificant to the Customer. Such amendments or supplements shall enter into force one (1) month following

notice thereof made publicly available on Keybroker's website, www.keybroker.se.

13. Other terms and conditions

- 13.1 Assignment: The Customer's rights and/or obligations pursuant to this Agreement may not be assigned or pledged without Keybroker's written approval therefor. Keybroker shall be entitled to assign its rights and obligations pursuant to this Agreement to a company within the same corporate group.
- 13.2 Entire agreement: The Agreement and its appendices constitute the entire agreement between the Parties in respect of all issues covered by the Agreement. All written or oral undertakings and promises preceding this Agreement shall be replaced and superseded by the provisions of this Agreement and appendices.
- 13.3 Non-solicitation: During the Term of the Agreement and for a period of three (3) months thereafter, the Customer undertakes not to actively attempt to employ or in any other manner engage (other than via Keybroker) personnel employed by Keybroker or by another company within Keybroker's corporate group. This undertaking, however, shall not prevent the Customer from employing persons who, on their own initiative, seek employment with the Customer, e.g. following a job announcement in the press.
- 13.4 In the event the Customer breaches the non-solicitation prohibition in accordance with the above, and such breach leads to the Customer actually employing or in some other manner engaging personnel employed by Keybroker, the Customer shall be obligated, in respect of each occurrence, to pay Keybroker liquidated damages equal to six (6) times the price base amount applicable at the time of the breach of contract in accordance with the Swedish National Insurance Act (Swedish Code of Statutes 1962:381). The payment of liquidated damages shall not affect Keybroker's right to assert other sanctions as a consequence of the breach of contract.

14. Applicable law and disputes

- 14.1 This Agreement shall be applied and interpreted in accordance with Swedish law. Disputes arising as a consequence of this Agreement shall be conclusively resolved through arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (hereinafter the "**Institute**").
- 14.2 The Institute's Rules for Expedited Arbitration shall apply unless the Institute, taking into account the degree of difficulty of the case, the value of the dispute and other circumstances determines that the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce shall instead be applied to the proceedings. In the latter-mentioned case, the Institute shall also determine whether the tribunal shall consist of one or three arbitrators. The proceedings shall be held in Stockholm.
