

## TERMS OF SERVICE

The following Terms of Service (“**Terms**”) apply to digital advertising Services (consisting of technology and branding services) provided by **RTB HOUSE BRAZIL SERVICOS DE TECNOLOGIA EM INTERNET LTDA.**, a company duly enrolled in the National Register of Corporate Taxpayers (CNPJ) under number 24.466.282/0001-85, with registered offices in the city and state of São Paulo, at Avenida Brigadeiro Faria Lima, 1485, Torre Norte, 1st Floor, room 117, Jardim Paulistano, São Paulo, SP, Brazil, CEP 01452-002 (“**RTB House**”), and specify mutual rights and obligations of RTB House and its client specified in the Order (“**Client**”) (collectively referred to as the “**Parties**” and individually as the “**Party**”).

### 1. DEFINITIONS

- 1.1. “**Advertising Materials**” – any images, graphics, videos, fonts, information, text, data, or other materials provided by the Client to RTB House, to be included in the Banner Creations;
- 1.2. “**Affiliate**” – a Party’s subsidiary, its holding company, the subsidiary of its holding company and any other company which directly or indirectly is controlled by the Party, controls the Party or is under common control with the Party;
- 1.3. “**Agreement**” – an agreement for the provision of Services concluded between the Client and RTB House comprising the Terms and the Order;
- 1.4. “**Authorized Recipients**” – a Party’s Affiliates or such Party’s and Affiliates’ directors, officers, employees, sub-contractors and professional advisors who need to process the Confidential Information for the purpose of performance of the Agreement, necessary business reporting or auditing procedures within the Party’s corporate group or other legitimate reason;
- 1.5. “**Banner Creation**” – a digital advertisement of the Client’s products or services, created on the basis of Advertising Materials for the purpose of displaying on the Inventory;
- 1.6. “**Confidential Information**” – any information of commercial value, in particular concerning the disclosing Party’s or its Affiliates’ technology, business, financial situation, personnel, trade secrets, strategies, operations, assets, liabilities, historical, current and projected sales or marketing and advertising plans, in whatever form it is disclosed by or on behalf of the disclosing Party to the receiving Party, whether or not marked as confidential;
- 1.7. “**Data Processing Addendum**” – a separate agreement executed by the Parties concerning processing of personal data of Users for the purpose of providing the Services;
- 1.8. “**Intellectual Property Rights**” – any patents, industrial designs, copyrights, trademarks, geographical indications, trade secrets and other legal interests recognized or protected as intellectual property under applicable laws;
- 1.9. “**Inventory**” – digital advertising space on third-party websites and mobile applications, on which the Banner Creations are to be displayed;
- 1.10. “**Order**” – an order for Services, executed by the Parties which specifies the scope, duration and remuneration for the Services as well as any additional terms of providing the Services;
- 1.11. “**Services**” – digital advertising services (consisting of technology and branding services) specified in the Order, provided by RTB House;
- 1.12. “**Supply Partner**” – any third-party providing a service consisting of making digital advertising space on the Inventory available to RTB House to bid on and purchase on a per- impression basis, thus enabling RTB House’s serving any advertising content promoting products or services to be displayed on the Inventory.
- 1.13. “**User**” – an end user visiting digital properties, including websites and mobile applications, controlled by the Client to whom personalized Banner Creations are to be displayed on the Inventory; and
- 1.14. “**Working Day**” – any day which is not a Saturday, Sunday or a bank or public holiday in Brazil.

### 2. CONCLUSION OF THE AGREEMENT AND SETTING UP THE SERVICES

- 2.1. The Agreement will be concluded by the Parties upon execution of the Order.
- 2.2. The Order may be executed by the authorized representatives of the Parties: (a) in written form – by exchange of signed documents; (b) in electronic form – by exchange of scanned copies of signed documents via e-mail; or (c) by using e-signature – in accordance with relevant provisions of the applicable laws.
- 2.3. Upon conclusion of the Agreement and if applicable RTB House will provide the Client with guidance on the implementation of RTB House tracking technologies (tags) on digital properties controlled by the Client, necessary to collect information on Users' activity on such digital properties and to perform the Services. RTB House will comply with Client's requests as to the types of tags to be implemented on the Client's digital properties and upon Client's specific instructions RTB House will also: (i) provide additional, customized tags to be implemented on the Client's digital properties, to the extent that it does not adversely affect the Services; and (ii) use additional data provided by the Client for the purpose of Client's campaign optimization.
- 2.4. Based on the Advertising Materials supplied by the Client, RTB House will use Banner Creations for provision of the Services. RTB House will send drafts for Client's approval before their display on the Inventory. If the Client does not respond within **2 (two) Working Days** from receipt of the draft, such item is deemed to have been approved by the Client for display.
  - 2.4.1. After the Client's approval, RTB House may elaborate minor alterations in the Banner Creation to adjust it best to a specific form of display, including, but not limited, to native ads.
  - 2.4.2. The Client may determine that the Advertising Materials are to be prepared solely by the Client, not being developed by RTB House. In this case, after receiving the Advertising Materials from the Client, RTB House will not ask for additional approval. The minor alterations provided for in clause 2.4.1 are also authorized on the Advertising Materials prepared by the Client.
- 2.5. The selection and display of Banner Creations by RTB House to the Users will be based in particular on the Banner Creations placement context or the Users' profiles containing information on their prior activity on the Client's digital properties.
- 2.6. The User's profile data will be processed by RTB House exclusively in order to provide Services for the Client and will remain separated from data processed by RTB House on behalf of other clients or its own datasets.
- 2.7. Upon request, the Client will be granted access to the Client panel, enabling management of advertising campaigns conducted on its behalf.

### **3. REPRESENTATIONS AND OBLIGATIONS OF RTB HOUSE**

- 3.1. RTB House hereby represents that: (a) it has all necessary rights and authority to enter into and perform its obligations under the Agreement; (b) the conclusion of this Agreement and the performance of its respective obligations hereunder do not violate any agreement to which RTB House is a party or by which it is otherwise bound; (c) it holds all necessary rights to make use of its technology; (d) the tags to be implemented on the Client's digital properties (if applicable) will not contain any malware, in particular viruses, "Trojan horses", "computer worms", "time bombs" or data erasers.
- 3.2. RTB House undertakes to perform the Services in a professional and efficient manner, in accordance with best market practices.
- 3.3. RTB House must engage subcontractors for the provision of the services, including, but not limited to, Affiliates of RTB House and Supply Partners.
- 3.4. While providing the Services RTB House will undertake diligent selection of the Inventory for display of Banner Creations for the benefit of the Client.
- 3.5. RTB House's services are an obligation of means, not result. RTB House does not guarantee any results.

### **4. REPRESENTATIONS AND OBLIGATIONS OF THE CLIENT**

- 4.1. The Client hereby represents that: (a) it has all necessary rights and authority to enter into and perform its obligations under the Agreement; (b) it holds all necessary rights, including, without limitation, Intellectual

Property Rights or required licenses to the Advertising Materials supplied to RTB House for further display; (c) it will be solely liable toward third parties for the contents and quality of the Advertising Materials supplied to RTB House and such Advertising Materials will: (i) not violate any Intellectual Property Rights or any other rights of third parties; (ii) not include any content which is contrary to applicable laws or regulations; (iii) not contain any material which is indecent, vulgar, abusive, defamatory, obscene or pornographic, promote aggression or hate speech; (iv) not contain any malware, in particular viruses, "Trojan horses", "computer worms", "time bombs" or data erasers; (v) comply at all times with all applicable laws or regulations, advertising and marketing codes of practice in any of the jurisdictions where the Client's Banner Creations are displayed; (d) all of the products presented in the Advertising Materials ("Products") are legally allowed to be traded and advertised in the countries in which the Services will be provided as well as the Banner Creations accepted by the Client in accordance with Section 2.4 above are in compliance with the applicable law for the entire duration of the campaign period; in particular the Client represents that: (i) where required, it will acquire all of the permits and will comply with all applicable regulations in order to trade and advertise the Products in the countries in which the Services will be provided (ii) it will inform RTB House about any regulatory restrictions or conditions on advertising the Products and the appearance of the Banner Creations in the countries in which the Services will be provided and if needed provide the relevant data and request the necessary changes to the appearance of the Banner Creations; (iii) it will take full responsibility for any claims related to the advertisement of Products and completeness of the Banner Creations, unless such Banner Creations have not been presented to the Client in accordance with Section 2.4 above; and ; e)it will be solely liable for the operation of any third party tool or technology if integrated with the Services upon the Client's request.

- 4.2. The Client warrants that as at the date of the Agreement neither it, nor any of its Affiliates (nor any director, officer or to its knowledge, employee of it or any of its Affiliates) (each hereinafter referred to as "**Person**", jointly as "**Persons**") is (a) subject to any economic, trade or financial sanctions or other trade restrictions administered or enforced especially by the United Nations, the European Union or any of its members, the United Kingdom of Great Britain and Northern Ireland, the United States of America, local authority or any other relevant jurisdiction ("**Sanctions**") or (b) located, organized or resident in a country or territory that is the subject of Sanctions or (c) engaged in any activities that could trigger a designation under the Sanctions administered by the relevant authorities.
- 4.3. The Client agrees that if at any time after the date of concluding the Agreement the Client or any of the Persons become subject to any Sanctions or proceedings for their imposition will be initiated, whether introduced before or after such date, including, without limitation, any extraterritorial or secondary sanctions, the Client is obliged to notify RTB House about the occurrence of the above circumstances within 7 (seven) days from the date of obtaining such information and RTB House may suspend or terminate the Agreement with immediate effect upon such Sanctions becoming effective / receiving such notification from the Client. Notwithstanding the above, RTB House may suspend or terminate the Agreement with immediate effect if it becomes aware about the occurrence of the above circumstances in a way other than being informed by the Client.
- 4.4. The Client declares that the information provided to RTB House, especially the data included in the Order, is true, complete and up-to-date. If any such information becomes outdated after conclusion of the Agreement, the Client will inform RTB House hereof by sending a message to the following e-mail address: [finance.latam@rtbhouse.com](mailto:finance.latam@rtbhouse.com) within three (3) Working Days after the occurrence of such change.
- 4.5. The Client will closely cooperate with RTB House during the term of the Agreement, provide RTB House with all information required for proper provision of the Services and comply with all technical requirements and specifications related to the Services provided by RTB House. The Client will also inform RTB House about any changes or occurrence of any events which may impact provision of the Services or mutual cooperation of the Parties (including, but not limited to any decision on the Client's liquidation, declaration of bankruptcy or scheduled technical breaks) without undue delay.
- 4.6. If the Client is an advertising agency which procures the Services for its customer ("End Customer"), the Client shall ensure that all of Client's obligations and warranties made under this Agreement, which would be applicable to End Customers, are also fulfilled by such End Customer, especially obligations and warranties indicated in the provisions of Chapters 4, 5, 7, 8, 9 and 10. The Client shall contractually impose on its End Customer obligations and receive warranties which are not less onerous to the Client's obligations under this Agreement, which would

be applicable to the End Customer, and the Client shall be liable towards RTB House for any acts or omissions of its End Customer which are in breach of the provisions of this Agreement, applicable to End Customer.

## **5. INTELLECTUAL PROPERTY RIGHTS**

- 5.1. In order for RTB House to provide the Services under the Agreement, the Client will grant or cause RTB House and RTB House Affiliates to be granted for the period of provision of the Services a royalty-free, non-exclusive, worldwide license to use the Advertising Materials, which includes the name, logo, trademarks of the Client for developing the Banner Creations and displaying the Banner Creations on the Inventory.
- 5.2. The above license shall encompass in particular the right to: (a) display and make the Advertising Material available to the public; (b) reproduce, edit, alter, modify and distribute the Advertising Material, in electronic storage media of any kind, as well as to compile and combine them with other content or materials, including the right to use, display, make available or distribute the edits, alterations, modifications and compilations of the above in media of any kind; (c) record the Advertising Materials (in a machine-readable form) and to store them electronically in its own database; (d) exercise on behalf of the creators of the Advertising Materials the right to decide on the integrity of these Advertising Materials.
- 5.3. For the duration of the Agreement the Client grants or causes RTB House and RTB House Affiliates to be granted a worldwide, royalty-free, non-transferable license to use the Client's trademarks and logos and to display, reproduce, represent the Advertising Materials included in the Banner Creations in all RTB House or RTB House Affiliates promotional materials.
- 5.4. Unless expressly provided herein, this Agreement does not transfer ownership of, or create any licenses (implied or otherwise) in, any Intellectual Property Rights existing prior to the commencement of this Agreement and/or created by either Party during the term of this Agreement.
- 5.5. All Intellectual Property Rights in and/or arising out of or in connection with the Services shall be owned by RTB House (but excluding the Intellectual Property Rights in the Advertising Materials, which will remain the property of the Client). For the avoidance of doubt, RTB House will own: (a) any content developed by or on behalf of RTB House and included in the Banner Creations (but excluding the Advertising Materials); (b) the design of the Banner Creations (excluding the Advertising Materials); (c) any RTB House technology used in connection with the Services; and (d) any documentation or other materials regarding the use thereof and related thereto.
- 5.6. RTB House hereby grants the Client, for the period of provision of the Services, a non-exclusive, worldwide license to use the Client's panel to the extent necessary and practicable for the performance of the Agreement. The license shall constitute an integral part of the Services and is granted in consideration of the payment of the remuneration referred to in Section 6.1.

## **6. PAYMENTS**

- 6.1. For the provision of Services, as defined in the Order, RTB House shall be entitled to receive from the Client the monthly Remuneration in the amount stated in the Order. The Remuneration amount already includes all imposed taxes.
- 6.2. The modalities of the Remuneration payment shall be described in the Order.
- 6.3. Should the payment deadline stated in the invoice (or bill) be exceeded, the Client shall pay statutory interests calculated since the first day of default.
- 6.4. Should the Client settle the payments in untimely manner, RTB House shall be entitled to terminate the Agreement, with immediate effect.

## **7. CONFIDENTIALITY**

- 7.1. Subject to Section 7.2 and 7.3 below each Party undertakes to: (a) keep secret and confidential all Confidential Information of the other Party; (b) not disclose any Confidential Information to any person other than Authorized Recipients, except as permitted under this Agreement; (c) use the Confidential Information only for purposes related to the performance of the Agreement or entering into an agreement with the other Party's Affiliates or as otherwise permitted under this Agreement; (d) exercise at least the same standard of care and security to protect

the confidentiality of the Confidential Information received by the Party as the Party uses to protect its own similar confidential information.

- 7.2. The receiving Party's obligations under Section 7.1 will not apply to Confidential Information that: (a) has been independently developed by such receiving Party; (b) is, or becomes, generally available to the public other than as a result of the information being disclosed by the receiving Party or its Authorized Recipients or in breach of this Section 7; (c) was available to the receiving Party or its Authorized Recipients on a non-confidential basis prior to disclosure by the other Party; (d) was, is, or becomes available to the receiving Party on a non-confidential basis from a person who, to the receiving Party's actual knowledge, is not under any confidentiality obligation in respect of that information; (e) was lawfully in the possession of the receiving Party before the information was disclosed by the disclosing Party; (f) the Parties agree in writing to be not confidential.
- 7.3. The receiving Party may disclose Confidential Information of the disclosing Party if and to the extent that it is required to do so by the binding provisions of law or by the court or regulatory agency or other public authority, provided that the receiving Party: (a) to the extent permitted by law, notifies the disclosing Party with reasonable prior written notice of the required disclosure; and (b) limits the disclosure to the extent expressly required.
- 7.4. The confidentiality obligation set out in this Section 7 will be binding during the term of the Agreement and for a period of 3 (three) years after its termination or expiration.
- 7.5. The Parties hereby acknowledge that due to the fact that, as a part of providing Services to the Client, Banner Creations displayed on the Inventory will include RTB House's name and logo, the fact of an ongoing commercial cooperation between the Parties does not constitute Confidential Information.

## **8. PRIVACY**

- 8.1. The Parties acknowledge that, to provide the Services to the Client, RTB House uses cookies and similar tracking technologies (such as mobile device identifiers) that involve storing information or gaining access to the information stored in Users' terminal equipment.
- 8.2. The Client undertakes to inform Users about RTB House's use of cookies and similar tracking technologies and to obtain all necessary consents for and comply with any other obligation pursuant to applicable privacy and data protection laws, in particular related to storing information or gaining access to the information stored in the terminal equipment of such Users by RTB House or its Affiliates.
- 8.3. The Client undertakes to publish on its digital properties a privacy policy that includes information about the use of RTB House technology on such digital properties and a link to the RTB House Services Privacy Policy. RTB House undertakes to include in each Banner Creation displayed during the performance of Services for the Client a direct link to the RTB House Opt-Out page.
- 8.4. For the purposes of providing the Service, RTB House may process on behalf of the Client, and subject to Client's instructions certain data related to User's activity on the digital properties indicated by the Client which may constitute personal data. In such regard, both Parties guarantee that they comply with Law No. 13,709/2018 ("General Personal Data Protection Act" - "LGPD"). In particular, the Client undertakes to ensure legal basis for processing of such personal data, whereas RTB House:
  - a) shall maintain appropriate technical and organisational measures to prevent unauthorised or accidental access, loss, alteration, disclosure or destruction such data;
  - b) shall assist the Client in ensuring compliance with the obligations pursuant the LGPD, including with regard to the rights of data subjects;
  - c) may engage subcontractors to process such personal data, including outside Brazil, provided that RTB House shall be fully responsible to the Client for such subcontractors' non-compliance;
  - d) shall notify the Client without undue delay about any breach of such personal data;
  - e) shall make available to the Client on request all information necessary to demonstrate compliance, upon Client's request delete the personal data within a reasonable period, after the end of providing the service.

## **9. INDEMNITY & LIABILITY**

- 9.1. The Client agrees to indemnify, hold harmless and defend RTB House, its Affiliates and their respective directors, employees and agents (“**RTB House Indemnified Parties**”) from and against any and all claims, suits, demands, judgements and proceedings of any kind (collectively “**Claims**”) asserted or filed against any RTB House Indemnified Party by any third party or any government or industry organization, and any damages, losses, expenses, liabilities or costs of any kind (including but not limited to reasonable attorneys' or witness' fees and court costs) incurred in connection with such Claims (including those necessary to successfully establish the right to indemnification), arising out of or related to any breach or alleged breach of any warranty, representation or covenant made by the Client, in particular related to any actual or alleged infringement or violation of any Intellectual Property Rights or other proprietary right of a third party by the Advertising Materials supplied by the Client.
- 9.2. Should the circumstances described above occur, RTB House will provide the Client with a prompt written notification of such Claim, and the Client will immediately provide RTB House with all necessary documents and information which can have an impact on the outcome of relevant proceedings as well as with assistance in connection with such Claim. RTB House will have full control and authority to investigate, defend and settle such Claim, provided that any settlement of such Claim requires prior consent of the Client (which shall not be unreasonably withheld).
- 9.3. Except for the obligation to make payment of fees under the Agreement as well as liability related to indemnification, in no event shall either Party's aggregate liability arising out of or related to the Agreement for whatever cause, such as breach of contract, tort or otherwise, exceed the total value of the amounts due to RTB House pursuant to the Agreement in the six (6) month period preceding the event giving rise to the Claim. This represents the maximum foreseeable damage at the conclusion of the Agreement and both Parties agree that calculation of remuneration charged by RTB House for the Services is based on a division of risks between the Parties.
- 9.4. RTB House will not be liable for any damage connected with provision of the Services and resulting from: (a) discontinuity in provision of the Services as a result of RTB House's use of rights referred to in Section 10.3, Section 10.6 or Section 10.7; (b) action or omission, including violation of any provision of the Agreement, by the Client or any third party for which the Client is liable.
- 9.5. Except for liability arising from indemnification obligations, each Party's liability towards the other Party will cover solely direct damages and each Party's liability for any consequential or indirect, damages, as well as loss of profits, is hereby excluded, even if such damages were foreseeable or whether or not such Party has been advised of the possibility of such damages.
- 9.6. Neither Party will be liable for delay or default in the performance of its respective obligations under the Agreement if such delay or default is caused by conditions beyond its reasonable control, including, but not limited to, acts of God and/or force majeure, fire, flood, accident, earthquakes, telecommunications line failures, electrical outages, network failures or labor disputes.

## **10. TERMINATION OF THE AGREEMENT & SUSPENSION OF SERVICES**

- 10.1. The term of the Agreement will be defined in the Order.
- 10.2. Each Party will have the right to terminate the Agreement at any time, subject to a 30 (thirty) days' notice period, by sending to the other Party a written notice by post or as a scan copy by e-mail to an authorized representative of the other Party specified in the Order.
- 10.3. Each Party will have the right to terminate the Agreement with immediate effect if the other Party: (a) breaches the provisions of the Agreement (in particular related to payment obligations) or the Data Processing Addendum and does not remedy the breach within 5 (five) days from the receipt of the notice sent by the other Party electronically; (b) violates generally applicable laws; (c) makes a general assignment for the benefit of creditors, is adjudicated bankrupt or becomes the subject of any voluntary or involuntary proceeding in bankruptcy, liquidation, dissolution, receivership, attachment or composition or general assignment for the benefit of creditors, (d) terminates the Data Processing Addendum.

- 10.4. The Agreement between the Parties will be terminated automatically should the Client not start to use the Services within **12 (twelve) months** of the conclusion of the Agreement or if the provision of Services has been suspended for any reason and has not been resumed within **12 (twelve) months** from the suspension..
- 10.5. On expiry or termination of this Agreement for any reason, the Client shall pay to RTB House all outstanding unpaid invoices and interest, and, in respect of Services supplied but for which no invoice has been submitted, RTB House shall submit an invoice, which shall be payable by the Client in accordance with Section 6 and any payment terms specified in the relevant invoice.
- 10.6. The provision of Services will be suspended: (a) at any time, upon each Party's **2 (two) days'** notice; and (b) upon the exhaustion of the campaign budget specified in the Order.
- 10.7. RTB House will also be entitled to suspend the provision of Services with an immediate effect in case of technical problems that may affect the proper provision of Services or if the Client fails to meet any of its obligations under the Agreement (in particular fails to make payment in accordance with the Agreement) or if the necessity to suspend provision of the Services results from the provisions of law, judicial or administrative decision or any claims raised by third parties, in particular in relation to Advertising Materials.
- 10.8. The suspension of provision of Services does not release the Client from the obligation to pay remuneration due to RTB House for Services provided until the date of such suspension.

## **11. FINAL PROVISIONS**

- 11.1. Any matters not covered by the Agreement will be governed by the laws of Brazil. The parties agree that they shall first in good faith endeavour to resolve any dispute arising out of or in connection with this Agreement by negotiation or mediation. If the parties are unable to resolve the dispute within 30 (thirty) days from the time either party give notice to the other party that a dispute has arisen, the dispute shall be submitted by any party for final resolution by the courts of the city of São Paulo, Brazil, which shall thereafter have exclusive jurisdiction.
- 11.2. Unless otherwise explicitly specified in the Agreement, the Parties may deliver any notice by e-mail, registered mail, personal delivery or renowned express courier to the addresses or e-mail addresses indicated in the Order.
- 11.3. If any provision in this Agreement is or subsequently becomes void, unenforceable or illegal, that shall not affect the validity, enforceability or legality of the other provisions of this Agreement. This Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein.
- 11.4. By placing the Order, the Client acknowledges that it has read the Terms and fully accepts their provisions, notwithstanding any contrary provision or rule that may be contained in any of the Client's regulations.
- 11.5. These Terms along with the Order constitute an entire agreement between the Parties within the matter specified thereof, which supersedes any and all other prior understandings between the Parties whether oral or written, expressed or implied and exclude the application of any other terms that the Client may seek to impose or incorporate. In case of any discrepancies between the Order and these Terms, the provisions of the Order will take precedence.
- 11.6. In compliance with applicable law, the Parties admit and agree, for all legal purposes and effects, that any and all documents executed between the Parties may be digitally signed through the digital signature platform agreed by both Parties. The Parties recognize the authorship, validity, effectiveness, integrity, and authenticity of the digitally signed documents, even without the use of a digital certificate.
- 11.7. These Terms have been made in English and Portuguese language versions, in case of any discrepancies between the English and Portuguese version, the Portuguese version will prevail.