



ADVERTISER SUBSCRIPTION AGREEMENT / TERMS AND CONDITIONS

SKALE WITH KWANKO

THE PURPOSE OF THIS AGREEMENT (HEREINAFTER "AGREEMENT") IS TO DEFINE THE CONDITIONS UNDER WHICH YOU MAY BENEFIT FROM THE SKALE WITH KWANKO SERVICE (HEREINAFTER "SKALE") AND USE THE KWANKO PLATFORM.

THIS AGREEMENT IS EFFECTIVE UPON ACCEPTANCE WITHOUT THE NEED FOR A HANDWRITTEN SIGNATURE, YOUR CONSENT BEING EXPRESSED BY: (I) FILLING IN THE INFORMATION REQUIRED AT THE TIME OF YOUR REGISTRATION, (II) DOWNLOADING THE CONTRACT, (III) CHECKING THE BOX "I ACKNOWLEDGE HAVING READ THE CONTRACT AND ACCEPT ITS TERMS", (IV) PAYING THE AMOUNTS REQUIRED TO RUN THE CAMPAIGNS.

A COPY OF THIS CONTRACT WILL BE SENT TO YOU BY EMAIL UPON ACCEPTANCE.

BY YOUR CONSENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT AND BIND THE COMPANY THAT HAS DULY AUTHORIZED YOU TO SIGN THIS AGREEMENT.



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1 PREAMBLE

The Customer (hereafter the ADVERTISER) commercialises products and/or services in particular via its website and/or its mobile application and/or its database.

The ADVERTISER wishes to implement digital activities aimed at increasing the number of visits to its delivery channels and the number of commercial operations conducted on these channels.

To this end, it plans to use an affiliate programme or advertising campaigns via digital online services.

KWANKO provides the ADVERTISER with a technical intermediary platform between the ADVERTISER and digital media Publishers (websites, mobile applications, etc.) via its SKALE offer, which allows the ADVERTISER to:

- implement and manage an advertising program or campaign,
- publish its advertising ads through the advertising spaces made available by the Publishers through the KWANKO platform.
- manage the Publishers' remuneration and their relationship with the ADVERTISER..

The ADVERTISER has registered in KWANKO Platform in order to benefit from:

- the Tools and Services of SKALE offer available on this platform to run advertising and affiliate campaigns by paying a Plan on the basis of which KWANKO is remunerated
- access the Publishers' advertising spaces and generate Events (sale, click, etc...) on the basis of which Publishers are remunerated,
- a selection of Publishers who have applied and wish to display the Advertiser's advertising ads.

The ADVERTISER has acknowledged the:

- characteristics of the Tools and the Services and has ensured that it has the necessary internal or external skills to take full advantage of them and to implement an affiliate program or advertising campaign via the KWANKO Platform in the context of the SKALE offer.
- the technical requirements necessary to use the Tools and the Platform.

It is in this context that the Parties have agreed to sign this agreement (hereinafter referred to as "Agreement").

2 DEFINITIONS

In all the Contractual Documents, the terms defined below shall be understood in the sense of their definition:

Campaign: Advertising or affiliation campaign created and managed by the ADVERTISER via the Platform, describing the types of Advertising Spaces and purchase methods desired by the ADVERTISER.

Channels: The ADVERTISER's advertising channels in relation to a Campaign via different communication verticals (e.g. website, mobile application, email marketing, social networks, etc.).

Deduplication: Technique that allows the ADVERTISER to measure, arbitrate and/or attribute a conversion (form or lead or sale) to a single e-marketing channel and thus avoid duplication.

Validation Period: Period of forty five (45) days during which the Advertiser must have validated the Events; this period starts from the date of realisation of an Event.

Contractual Documents: All contractual documents governing the relationship between the Parties as listed in the article "Contractual Documents".

Data: Data processed within the scope of the Service including, where applicable, Personal Data within the meaning of the regulations in force applicable to the processing of personal data and, in particular, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 applicable as from 25 May 2018 (hereinafter, the "GDPR").

Publishers: Publishers of Channels (cf. website, mobile application, email marketing, social networks, etc.) registered on the Platform.

Advertising Space: Advertising space assigned to the ADVERTISER by a Publisher on different media (cf. website, mobile application, email marketing, social networks, etc.) to enable the generation of Events.



Event: Any action carried out by an Internet user on one of the Channels used by the ADVERTISER, leading to a sale, a lead (completed form), a click, a display, a download, etc., considered by KWANKO in calculating the remuneration of the Publishers concerned. Each Event is associated with a unit price (CPA ^{Cost Per Action}, CPL ^{Cost Per Lead}, CPC ^{Cost Per Clic}, CPM ^{Cost per Thousand "Mille" View}, CPD ^{Cost per Download}, etc...) and a Plan that evolves according to the Advertiser's annual spending.

Free Trial: period between the first day of the launch of the campaign until the end of the calendar month, during which the ADVERTISER will not be debited with the Monthly or Annual Plan.

Plan: Monthly or annual SKALE Plan, described in Appendix 1 - "SKALE Plans", which begins after the end of the Free Trial on the 1st day of the month following the launch of the campaign, giving unlimited access to the Platform, the Publishers and the Tools and for which the amount applicable to the Advertiser varies in levels according to the volume of its annual advertising spending.

Tools: Application tools created and edited by KWANKO to provide the Services, available on the Platform.

Publisher Application: Action which consists of a Publisher: (i) making its advertising inventory available under certain conditions described on the Platform and (ii) applying via the Platform to meet the requirements of an ADVERTISER's Campaign.

Platform: Web platform published by KWANKO integrating the Tools and made accessible at the url address <https://skale.kwanko.com>

Additional Services: optional or occasional services described in Appendix 2 - "SKALE Optional or Occasional Additional Services".

Service: Service or Additional Services provided by KWANKO in the context of the SKALE offer on the Platform and the Tools to put the ADVERTISER in contact with Publishers and to enable the ADVERTISER to manage his/her Campaigns.

Statistics: All Events for which Publishers are remunerated, recorded by KWANKO for each Campaign on the Platform

3 OBJECT

The purpose of the Agreement is to define the conditions for enabling KWANKO to provide its Platform and its Tools and to provide the Service to the ADVERTISER.

4 CONTRACTUAL DOCUMENTS

The following Contractual Documents are applicable to the relationship between the parties in descending order of legal value:

- this Subscription Agreement
- Appendix 1 : The SKALE Plan calculated by the Platform according to the volume of annual advertising expenses per Campaign
- Appendix 2 : SKALE Service or Additional Services
- Appendix 3 : Financial Conditions

In the event of any contradiction between one or more of the terms of any of these Contract Documents, the higher ranking Contract Document shall prevail.

5 ENTRY INTO FORCE - DURATION

THIS AGREEMENT IS EFFECTIVE UPON ACCEPTANCE WITHOUT THE NEED FOR A HANDWRITTEN SIGNATURE, YOUR CONSENT BEING EXPRESSED BY: (I) FILLING IN THE INFORMATION REQUIRED AT THE TIME OF YOUR REGISTRATION, (II) DOWNLOADING THE CONTRACT, (III) CHECKING THE BOX "I ACKNOWLEDGE HAVING READ THE CONTRACT AND ACCEPT ITS TERMS", (IV) PAYING THE AMOUNTS REQUIRED TO RUN THE CAMPAIGNS.

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BY YOUR CONSENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT AND BIND THE COMPANY THAT HAS DULY AUTHORIZED YOU TO SIGN THIS AGREEMENT.



Unless the Agreement is revoked by either party by registered letter with a notice period of 90 days and the end of the Free Trial, the Agreement shall remain in force for as long as ADVERTISER uses the Platform, the Tools and the Service of KWANKO.

6 FINANCIAL CONDITIONS

6.1 KWANKO'S REMUNERATION

In return for the provision of the Platform and the Tools and the supply of the Service, KWANKO shall receive, throughout the Contract, remuneration on the basis of a Plan payable monthly or annually, on the 1st of the month following the launch of the campaign (end of the Free Trial) the price of which varies according to the volume of annual advertising expenditure, and of the Services, in accordance with the terms and conditions defined in Appendices - 1 "SKALE Plan" - 2 "SKALE Service or Additional Services" - 3 "Financial Conditions".

6.2 GENERAL INVOICING TERMS AND CONDITIONS

During the registration process for the SKALE offer via the Kwanko Platform, the Advertiser is asked to register a credit card in order to:

- (i) cover the ADVERTISER's advertising expenses. An initial advance of a minimum amount of 250 € (or the equivalent in USD and GBP) is required at the launch of the campaign.
- (ii) pay the SKALE Plan and the Services provided in APPENDIX -1 and APPENDIX – 2

LYRA COLLECT SAS (an electronic payment method operator approved by the Prudential Supervision and Resolution Authority (ACPR), registered in the register of financial agents (REGAFI) under no. 68341 (hereinafter referred to as the "Operator")) will send the ADVERTISER a receipt by email and the corresponding invoice will be generated and made available on the Platform. Also, KWANKO reserves the right to change the Operator at any time without prior notice to ADVERTISER.

The ADVERTISER may at any time manage his or her payment methods on the Platform on the "Payment Methods" page.

6.3 MODALITIES FOR RECORDING EVENTS

KWANKO ensures, via its Platform and its Tools, the recording of the Events associated with each Campaign according to the terms and conditions defined in the "Financial Conditions" Appendix 3.

6.4 PUBLISHERS' REMUNERATION

The terms and conditions of Publishers' remuneration are defined on the Platform by the ADVERTISER for each Campaign. The acceptance of a Publisher by the ADVERTISER within a Campaign implies a commitment to pay the amounts recorded by KWANKO, then validated by the ADVERTISER and due to the Publisher in accordance with the remuneration defined by the ADVERTISER.

The setting and validation by the ADVERTISER of the remuneration defined for the Publishers implies the express acceptance by the latter of the remuneration method for the Events associated with it (CPA = Cost Per Sale, CPC = Cost Per Click, etc.).

KWANKO ensures, via its Platform and its Tools, the accounting of the Events associated with each Campaign and the remuneration due to each Publisher, as defined in Appendix 3 "Financial Conditions".

6.5 TERMS OF PAYMENTS

When a Campaign is active and generates Events, the Platform calculates the potential expenses in order to indicate to the Advertiser the amount due. The ADVERTISER must ensure that his/her account is always positive. As soon as the projected expenses are greater than the account balance, the Platform will ask the ADVERTISER to credit his/her account and will issue the invoice corresponding to the payment made by the ADVERTISER.

The Services billable under the Contract shall be paid according to the payment method chosen by ADVERTISER:



- Automatic debit to its Credit Card: an email alert indicating the amount debited is sent by the Platform to the Advertiser forty-eight (48) working hours before the debit. Once the debit has been made, the corresponding invoice shall be made available to the ADVERTISER on the Platform. If ADVERTISER makes a manual transfer before the direct debit is carried out, the direct debit will not be carried out. If the automatic payment is rejected, an alert is sent to the ADVERTISER to make a payment by manual transfer.
- Manual Payment: the ADVERTISER must ensure that the account remains positive at all times. As soon as the latter shows a low or negative balance, the Platform automatically sends an email inviting the ADVERTISER to credit his/her account.

Only the currencies proposed by the Platform are accepted for payment.

The ADVERTISER undertakes to ensure that his or her account always has a credit balance corresponding to the minimum amounts defined by the Platform.

If the estimated expenses exceed the amount available in the Advertiser's account, an email is sent to the Advertiser. If the account is negative for forty-eight (48) working hours, the Campaign is suspended. It will be reactivated as soon as the Advertiser's account becomes positive again.

The suspension of a Campaign has important operational impacts on KWANKO's network of Publishers, so it is the Advertiser's responsibility to take the necessary measures to ensure that the balance of his/her account is always positive by making the necessary transfers in the "Spending" page.

7 CONDITIONS FOR THE DISPOSAL AND USE OF THE PLATFORM

7.1 RIGHT OF USE

The Platform and the Tools are provided to the ADVERTISER under the terms of a right of use.

In this respect, KWANKO grants the ADVERTISER a personal, non-exclusive and non-transferable right of use of the Platform and the Tools.

This right is granted solely in the context of the use of the Service and for the duration of the Contract.

This right does not imply the transfer of any intellectual property rights to the ADVERTISER, as KWANKO retains full and complete ownership of the Platform and the Tools.

7.2 ADVERTISER ACCOUNT

The use of the Platform requires the creation and activation of an ADVERTISER account by KWANKO.

During the registration process, the ADVERTISER must provide all required information in a truthful, accurate and substantiated manner at the first request of KWANKO.

The ADVERTISER shall update this information without delay throughout the term of the Agreement in the event of any changes in relation to the information provided at the registration.

The ADVERTISER must provide a valid e-mail address which will allow, in particular, the sending of an e-mail confirming his registration with a copy of the accepted Contract.

It is the ADVERTISER's responsibility to ensure that he/she is the only person with access to the e-mail.

The ADVERTISER who has the possibility to change his/her password on the Platform at any time is invited to modify it at his/her first connection and to change it regularly on the login page of the KWANKO Platform, or if necessary by clicking on "Forgot your password?".

The password and e-mail address corresponding to the ADVERTISER account are personal and confidential.

The ADVERTISER is solely responsible for the conservation and confidentiality of his/her password and, consequently, for the consequences of its accidental disclosure to anyone.

Any use of the ADVERTISER's login details (e-mail address and password) is presumed to be the sole responsibility of the ADVERTISER, which he/she expressly accepts.



No operation may be executed on the Platform without this password or the e-mail address corresponding to the ADVERTISER's account.

The ADVERTISER is obliged to notify KWANKO without delay of any breach of the confidentiality of his/her password or any use by a third party of which he/she is aware.

Upon receipt of this notification, KWANKO shall remove the password for access to the ADVERTISER's account as soon as possible and at the latest within two (2) working days.

The ADVERTISER will then be sent a new password by e-mail.

KWANKO reserves the right, without prior notice or compensation, to temporarily or permanently close the ADVERTISER account if its use does not comply with the contractual provisions.

Similarly, KWANKO reserves the right to temporarily close the ADVERTISER's account in order to implement updates, modifications or changes to operational processes, servers and access times, without this list being exhaustive, with a notice period of twenty-four (24) hours.

KWANKO reserves the right to add to or modify the elements of the Platform and the Tools as well as the ADVERTISER's account at any time, in accordance with the development of technology.

7.3 REQUIREMENTS FOR THE USE OF THE PLATFORM

The use of the Platform and the implementation of Campaigns require the advertiser to provide information and to comply with certain requirements.

The ADVERTISER undertakes to provide with the information and elements (in particular the electronic files containing the hyperlinks, images and related codes) required to set up the Campaigns on the Platform.

The ADVERTISER undertakes to provide all the necessary elements for the implementation of the affiliate Campaign on his Channel, and in particular an "affiliation" section presenting the affiliate Campaign set up on the Platform with a redirection link to the presentation page of this Campaign on the Platform, a page created by KWANKO.

In order to be able to set up a Campaign, the Advertiser or KWANKO (in case of choice of the Technical Pack) must conduct technical tests.

In case the Advertiser delegates to KWANKO the technical verifications necessary for the proper functioning of the tracking, as a prerequisite for a Campaign, KWANKO may proceed with one or more test purchase on the ADVERTISER's Channel before implementing the Campaign.

As soon as KWANKO validates these test purchases, the ADVERTISER is obligated to cancel the order, if such cancellation is technically possible, and consequently not to charge KWANKO's account for the purchase or to send KWANKO a shipment containing the object of the purchase.

If the cancellation is not realised by the ADVERTISER and/or the price of this sale is debited to KWANKO's account, KWANKO shall invoice the ADVERTISER for the amount of this sale price and return the package to the ADVERTISER at the ADVERTISER's expense.

8 CONDITIONS FOR THE PROVISION OF THE SERVICE

8.1 TOOLS' DESCRIPTION

The Tools offered by KWANKO for affiliate programmes and advertising campaigns, as well as their detailed description, are presented to the ADVERTISER on the Platform.

The ADVERTISER chooses the Tool or Tools that are most appropriate for his promotional, marketing or advertising purposes.

The ADVERTISER is responsible for complying with the commitments and conditions associated with each Tool used to implement and manage its Campaigns.



8.2 PROCESS FOR IMPLEMENTATION AND MANAGEMENT OF THE CAMPAIGNS

The Tools allow the ADVERTISER to manage Campaigns according to its needs.

For each Campaign Order, the ADVERTISER determines:

- The targeted market
- The media ads (banners, text links, deeplink, promo codes etc.)
- the types of Events and the associated unit prices which are displayed to Publishers.

The Publishers who are interested apply via the Platform to provide Advertising Spaces or activities that meet the ADVERTISER's requirements.

The ADVERTISER shall analyse and select the Publishers' Applications.

Selected Publishers' Applications are accepted for integration into the Campaign.

The ADVERTISER formalises his commitment to the Publishers by setting a payout for Publisher which determines the applicable pricing conditions for each Event on the basis of which KWANKO will establish the Statistics and the monthly invoicing.

8.3 GENERAL QUALITY OF SERVICE

Due to the complexity of the Internet, the unequal capacities of the various networks, the high traffic volumes at certain times, and the various congestion factors over which KWANKO has no control, KWANKO's liability is limited to the functioning of the Platform.

KWANKO shall not be held liable in any way for

- access speeds from the Channels and/or information systems of the ADVERTISER,
- external slowdowns,
- poor transmissions due to a failure or malfunction of these networks.
- the quality and content of the Data processed as part of the Service,
- the occurrence of a case of force majeure,
- misuse of the Platform, the Tools and the Service by the ADVERTISER.

8.4 WARRANTY ON TOOLS AND PLATFORM

KWANKO guarantees the compliance of the Platform, Tools and Service with the technical and functional characteristics described in the Contractual Documents and on the Platform.

8.5 CASE OF SUSPENSION

The Parties agree that KWANKO may suspend access to the Platform and the Service in the event of:

- maintenance, provided that the ADVERTISER is previously notified,
- intrusion on the Platform that could affect the functioning of the Service,
- misuse of the Tools and the Service that could affect the functioning of the Platform or access to the Service by other KWANKO customers,
- upon request of an administrative or judicial authority, in particular regarding the Personal Data hosted within the Service.

KWANKO shall be fully empowered to suspend any Campaign without prior notice in the event that the ADVERTISER fails to comply with its obligations under the Contractual Documents and in particular:

- in the event of non-payment of invoices on the due date ;
- if the ADVERTISER's account balance is negative;
- in the event of a technical difficulty that causes a Campaign to no longer operate;
- in the event that the ADVERTISER uses a Campaign for fraudulent purposes or in violation of the law or regulations in force;
- in case of violation by the Advertiser of the regulations applicable to the latter,
- in the event of non-compliance with the procedures for using the Platform.



If a Campaign is suspended for one of the above reasons, the ADVERTISER will remain liable for all payments due for the execution of previous Campaigns.

8.6 EVOLUTION OF THE TOOLS AND THE PLATFORM

KWANKO may freely adopt any organisational measure or technical or operational development that may improve the Tools and/or the provision of the Service in compliance with its contractual obligations.

9 ADVERTISER COOPERATION

The ADVERTISER undertakes to cooperate closely with KWANKO in the execution of the Agreement.

In particular, the ADVERTISER undertakes:

- to communicate any difficulties to KWANKO in order to permit their resolution as quickly as possible, hence contributing to the quality of the Service,
- to provide the necessary information for the fulfilment of KWANKO's obligations,
- to provide the means available to the ADVERTISER to cooperate with KWANKO in the execution of its obligations,
- to ensure the availability, cooperation and competence of its staff,
- to request permission from KWANKO before any use of the Tools and the Platform by a third party.

The ADVERTISER declares that he/she undertakes to inform his/her users, whenever necessary, of the implementation of the processing of Personal Data necessary for the operation of the Service.

The ADVERTISER undertakes to inform KWANKO and/or the Publishers as soon as possible of any change of Channels that may have an impact on the execution of the Service.

The ADVERTISER undertakes to inform KWANKO and/or the Publishers in written form as promptly as possible of any changes that could cause the modification and/or loss of data in the measures of results recorded by the Platform enabling KWANKO to establish Statistics.

10 ADVERTISER GUARANTEE

The ADVERTISER guarantees to KWANKO that the content of each Campaign complies with the applicable laws and regulations in force, and KWANKO cannot assume any liability in this respect.

In particular, the ADVERTISER guarantees to KWANKO that he/she shall carry out his/her activity in compliance with all applicable laws and regulations and in particular in the event that he/she commercialises products that fall within the scope of the regulations established by French Law no. 2016-1691 of 9 December 2016 on transparency, anti-corruption and modernising economic practices, (the so-called "Sapin 2 Act") in order to regulate promotional communication on certain risky financial contracts and on certain risky financial investments designated as atypical investments.

KWANKO reserves the right to refuse all or part of a Campaign by the ADVERTISER if it considers that this Campaign presents a legal risk or is likely to damage its brand image or that of one of its clients or partners.

The ADVERTISER guarantees that he/she has the necessary rights, in particular copyright, trademark, patent and any other intellectual property right allowing KWANKO and the Publishers to use all the information and elements that he/she makes available on the Platform for the performance of the Contract.

This includes, but is not limited to, intellectual and industrial property rights, trademarks, advertising slogans, banners and/or designs, and models as well as the content of websites, applications, other distribution media and, in particular, but not exclusively, texts, photographs, films, videos, software and programs, sounds, music, layouts, graphic guidelines, logos, design or any other data or information or media.

The ADVERTISER shall guarantee KWANKO against all harmful consequences, including the costs of consulting or expertise, that may result from the ADVERTISER's failure to comply with one of the aforementioned undertakings and, in particular, from any amicable or contentious action taken by third parties against KWANKO in relation to a Campaign by the ADVERTISER.



In the event that a third party notifies KWANKO that the ADVERTISER is in breach of any applicable laws or regulations, KWANKO may terminate the Campaign in question without the ADVERTISER's consent and shall retain and/or invoice all sums owed by the ADVERTISER as of the date of the termination of the Campaign in question.

11 CAUTIONARY STATEMENT – PROTECTION OF KWANKO INVESTMENTS

KWANKO's network of Publishers is the result of substantial human and financial investments.

Accordingly, the ADVERTISER shall be forbidden to enter into any relationship with the Publishers listed on the KWANKO Platform, either directly or via another third party, for the entire duration of the Agreement and for a period of twelve (12) months after the end of the Agreement, unless the ADVERTISER can demonstrate that it has already had a relationship with Publishers in the twelve (12) months prior to the entry into force of the Agreement; in this respect, the ADVERTISER shall declare a list of the Publishers in question on the day of the signing of the Agreement.

Any Publisher not included in this list shall be considered to be a Publisher that has had no relationship with the ADVERTISER in the twelve (12) months prior to the Agreement coming into force.

In the event that the ADVERTISER enters into a direct or indirect relationship with a Publisher without the prior written consent of KWANKO, the ADVERTISER agrees to pay compensation to the Publisher equivalent to 12 (twelve) times the highest monthly turnover invoiced by KWANKO to the ADVERTISER for all campaigns combined, but not less than 15,000 (fifteen thousand) euros (excluding VAT).

If the ADVERTISER decides to enter into a direct or indirect relationship with a Publisher during the performance of the Agreement in agreement with KWANKO, the ADVERTISER agrees to pay the Publisher compensation equal to 6 (six) times the highest monthly turnover invoiced by KWANKO for all Campaigns combined, but not less than 7,500 (seven thousand five hundred) euros (excluding VAT).

12 INTELLECTUAL PROPERTY

KWANKO is the owner of:

- intellectual and industrial property rights to all elements composing the Tools and the Platform,
- trademarks, patents, names, acronyms, logos, colours, graphics or other signs that may be used or implemented by KWANKO for the purposes of executing the Contract.

The Advertiser is prohibited from:

- committing any action and any act that may directly or indirectly infringe the intellectual property rights of KWANKO,
- reproducing all or part of the content of the Tools and the Platform,
- using or exploiting the Tools and the Platform on behalf of third parties, including within its group, without the prior written consent of KWANKO.

The ADVERTISER shall refrain from registering any copyright for its own account or for the account of a third party in connection with the know-how of KWANKO, the Tools and the Platform.

13 TERMINATION - CANCELLATION

13.1 EARLY TERMINATION OF A CAMPAIGN

The Parties agree that the ADVERTISER benefits from a Free Trial during the calendar month of the campaign launch. The Campaign can be stopped during this period free of charge, by contacting the SKALE teams by email at: contact@skale.kwanko.com. The expenses related to the Publishers activity remain due and will be deducted from the refund of the ADVERTISER's deposit.

The Parties agree that the ADVERTISER may, at the end of the Free Trial and the minimum commitment period of three (3) months, terminate a Campaign with a notice period of fourteen (14) days by contacting the SKALE teams by email at: contact@skale.kwanko.com.

If the termination occurs during the minimum three (3) month commitment period, the amounts due for those three (3) months will remain due in full to KWANKO.



KWANKO reserves the right to suspend or terminate a campaign early, if the defaulting party has not remedied any of the following situations within forty-eight (48) working hours of sending an email notification:

- Insufficient advertiser account balance
- interruption of the Service for more than two (2) consecutive working days ;
- non-payment of an invoice when due by the ADVERTISER;
- insufficient financial guarantees obtained by KWANKO from the ADVERTISER;
- a technical problem occurs that causes a Campaign to no longer be functional;
- use of a Campaign for fraudulent purposes;
- violation of the regulations applicable to a Campaign;

Suspension of a campaign will result in the Publishers suspending the campaign so that the cause of suspension can be remedied. The monthly or annual platform rental fee (SKALE Plan), as well as the campaign expenses, remain due during the suspension of the campaign.

Termination of a campaign will result in the closure of the campaign, with any month started remaining due except for the Free Trial.

The termination of a Campaign does not imply the termination of the other Campaigns in progress, so the Agreement will remain in force as long as the ADVERTISER benefits from the provision of the Service for at least one Campaign.

Termination of all Campaigns shall result in automatic termination of the Agreement, without the need for notice.

In all cases of termination, the amounts owed by the ADVERTISER to KWANKO for the Campaigns will remain due and payable and will be calculated on the effective end date of the Campaigns concerned.

On the day of the effective termination, plus any validation period, the advertiser shall be accountable:

- If it appears that the advertiser's account is in debit, the advertiser shall immediately rectify its situation and pay the amounts due to KWANKO;
- If the Advertiser's account appears to be in credit, KWANKO shall return the sums to the ADVERTISER within thirty (30) days from the date of the termination of the Campaign.

13.2 TERMINATION OF THE CONTRAT FOR NON-COMPLIANCE BY THE ONE OF THE PARTY

In the event of a non-compliance by either of the Parties under the terms of the Agreement, which has not been remedied within a period of fifteen (15) days from the date of the registered letter with acknowledgement of receipt notifying the non-compliance in question, the other Party shall be authorised to terminate the Agreement, without prejudice to any damages to which it may be entitled under the present terms.

Termination of the Agreement shall result in the automatic termination of all current Campaigns.

14 LIABILITY

Each party is responsible for its own actions, deeds, commitments, products or services as well as for the obligations it has assumed under the Agreement.

KWANKO shall not be held liable under any circumstances for:

- the malfunctioning of the ADVERTISER's Channel(s),
- for the actions of the Publishers participating in a Campaign,
- the content of the ADVERTISER's Channel(s),
- the performance of the Advertiser's Campaigns.

The ADVERTISER acknowledges that KWANKO acts as a technical intermediary and that the Advertiser is therefore solely responsible for his/her Channels, their content and the content of his Campaigns.

KWANKO shall not be held liable in any way for errors or delays that originate from a fault or failure of the ADVERTISER or a third party that is not a subcontractor of KWANKO.

KWANKO shall only be liable for compensation for the certain and direct damage suffered by the ADVERTISER, to the exclusion of any indirect damage, as defined by the French Civil Code and the legal practice of the French courts.



In any case, KWANKO's liability shall not exceed the amount of the sums received by KWANKO under the Agreement during the six (6) months preceding the event giving rise to its liability.

The parties acknowledge that KWANKO's remuneration reflects an economic balance and that the Contractual Documents would not have been concluded on the terms set out there in without the limitations of liability defined above.

The parties agree that the limitations of liability shall continue to apply even if the Agreement is terminated for any reason whatsoever.

15 FORCE MAJEURE

Neither Party may be held liable if the performance of its obligations is delayed or prevented due to force majeure within the meaning of Article 1218 of the French Civil Code.

The Parties agree to expressly exclude any epidemic/pandemic from cases of force majeure.

16 INSURANCE

Each Party undertakes to insure itself and to ensure that its insurance policy remains in force with a solvent insurance company established in its country, for all the pecuniary consequences of its civil, professional, criminal and/or contractual liability due to bodily injury, material and immaterial damage caused to the other Party and to any third party within the framework of the performance of its obligations.

17 CONFIDENTIALITY - PRIVACY

Each of the Parties undertakes to keep strictly confidential any information or document, regardless of the support, which may be brought to its knowledge during the negotiation or performance of the Agreement.

This obligation of confidentiality shall apply for the entire duration of the Agreement, and for a period of 3 years from the communication of the protected information or the expiry of the Agreement.

The Parties undertake:

- not to disclose such confidential information,
- to prevent any disclosure of such confidential information outside their company, except where it is necessary to disclose it to subcontractors, consultants or others in connection with the performance of the Agreement
- not to reproduce, or cause to be reproduced, any document or part thereof which may constitute or contain Confidential Information,
- to return to the other Party or destroy, on expiry or termination of the Agreement, all confidential documents of any kind whatsoever which may have been given to it by the other Party
- not to use the information for any purpose other than for the performance of the Agreement.

The Parties agree that the terms of this article shall not apply to information that:

- is or becomes known to the other Party by publication or by any other means than a breach of its obligations by the Party that received it or,
- arises from developments independently undertaken by, or on behalf of, the receiving Party by persons who do not have access to confidential information of the other Party, or
- are the subject of general disclosure by the Party which will communicate them without specific restriction, or
- are subject to disclosure by virtue of a court order.

The Contractual Documents shall be considered as confidential information within the meaning of this clause.

18 AGREEMENT ON EVIDENCE AND DATA ACCESS

The Data recorded on the Platform shall be kept by KWANKO under reasonable security conditions and shall be considered as evidence of the exchanges between the Parties and on the Platform, within the limits of Article 1356 of the French Civil Code.



KWANKO undertakes not to alter the Data recorded on the Platform, such as Events, Statistics and all Data related to the tracking of Events.

During the entire term of the Agreement, the ADVERTISER shall have access to all information on the Platform and in particular to the Events and Statistics concerning him/her (these Data being downloadable).

At the end of the Agreement, for any reason whatsoever, the ADVERTISER must download all the Data relating to the execution of the Agreement within a maximum period of four (4) working days.

19 DATA PROTECTION

Each Party undertakes to comply with its obligations under current regulations applicable to the processing of personal data and, in particular, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 applicable since 25 May 2018.

19.1 OBLIGATIONS OF KWANKO AS DATA CONTROLLER

The ADVERTISER is hereby informed that, for the purpose of executing the Agreement:

- KWANKO does not process any Personal Data on behalf of the ADVERTISER,
- KWANKO acts as a data controller for the processing of the ADVERTISER's User Data for the purpose of providing the Service and executing the Agreement,
- KWANKO generates cookies to be set on the Channels concerned by the Campaigns for the sole purpose of tracking the Events for the sole purpose of calculating the remuneration of the Publishers and KWANKO,
- KWANKO's cookies are not intended to collect Personal Data,
- In some cases, KWANKO's cookies are subject to collect the ADVERTISER's IDs for the sole purpose of recording and validating statistics relating to the Events.

Within the framework of the execution of the Agreement, KWANKO therefore only acts as a data controller when it collects Personal Data for the sole purpose of managing its relationship with the ADVERTISER, the recording of Events and the calculation of the remuneration of the Publishers and KWANKO.

19.2 OBLIGATIONS OF ADVERTISER AS DATA CONTROLLER

The implementation of the Campaigns implies that the ADVERTISER must comply with the regulations in force regarding data protection.

In this context, the ADVERTISER must inform, via its privacy policy, the Internet users visiting its websites and applications of the presence of Kwanko cookies and of the fact that these cookies do not collect Personal Data relating to their visit to the website or application concerned.

20 NON-SOLICITATION OF EMPLOYEES

Each of the Parties waives, without the prior written agreement of the other Party, the right to directly or indirectly make offers of employment to an employee of the other Party, or to take him/hem into its service, under any status whatsoever, even if the initial solicitation is made by the employee.

This waiver shall remain valid for the entire duration of the Agreement as well as for a period of twenty-four (24) months from the termination or cancellation of the Agreement for any reason whatsoever.

In the event that one of the Parties does not respect this commitment, it undertakes to compensate the other Party by paying it compensation equal to the gross salaries (wages plus social security charges) received by the employee who has been dismissed during the twenty-four (24) months prior to his/her departure.

21 SUBCONTRACTING

Some obligations of KWANKO under the Agreement may be subcontracted in whole or in part to any person of its choice, which the ADVERTISER accepts.



22 COMMERCIAL REFERENCES

Unless otherwise stated, the ADVERTISER authorises KWANKO to use its name or mention it as a reference by any means within the framework of business relations between KWANKO and its prospects or customers.

In case of termination of the business relationship, KWANKO shall retain the right to use the name and logo of the ADVERTISER as a reference, unless the ADVERTISER explicitly requests otherwise in writing.

23 TRANSFER

The Contractual Documents may not be assigned, in whole or in part, by a Party without prior notice to the other Party.

24 MISCELLANEOUS PROVISIONS

Each Party shall refrain from making any commitment in the name of and/or on behalf of the other.

Each Party remains solely responsible for its acts, allegations, commitments, services, products and personnel.

The headings are inserted for convenience only, and in the event of any difficulty of interpretation between any of the headings appearing at the head of the clauses and the content of any of the clauses, the headings shall be declared non-existent.

The Contractual Documents express the entirety of the obligations of the Parties with respect to its subject matter. No other terms and conditions contained in any documents sent, exchanged or delivered by the Parties shall be incorporated into the Contractual Documents.

Unless expressly provided otherwise, any amendment to the Contractual Documents may only be made by means of a written amendment duly signed by the authorised representatives of each of the Parties.

If any provision of the Contractual Documents is found to be invalid by virtue of any applicable rule of law or any final judicial decision, such provision shall be deemed to be unwritten, but this shall not invalidate the Contractual Document concerned or affect the validity of the other provisions thereof.

The fact that one or other of the Parties does not claim the application of any clause of a Contractual Document or acquiesces in its non-performance, whether permanently or temporarily, shall not be interpreted as a waiver by that Party of its rights arising from the said clause.

The Parties elect domicile at their registered office indicated at the top of this document.

25 CONCILIATION

In the event of a dispute and prior to any legal action, the Parties shall endeavour to find an amicable solution to their dispute as soon as possible.

To this end, as soon as a Party identifies a dispute with the other Party, it may request that a meeting be convened to discuss the settlement of the matter in dispute.

This meeting shall be convened by any means. This meeting shall be held within a maximum of 15 days from the receipt of the request.

If no solution is found within this 15-day period, ratified by a written agreement signed by the representatives of the Parties, or if the meeting has not taken place, the amicable procedure shall be considered terminated.

26 ASSIGNMENT OF COMPETENCE

The Agreement is subject to French law.

IN THE EVENT OF DISPUTE AND FAILURE OF THE CONCILIATION PROCEDURE UNDER THE ABOVE CONDITIONS, JURISDICTION IS EXPRESSLY ATTRIBUTED TO THE COURTS OF NANTERRE, NOTWITHSTANDING PLURALITY OF DEFENDANTS OR APPEAL FOR GUARANTEE, EVEN FOR EMERGENCY PROCEDURES OR CONSERVATORY PROCEDURES, IN APPEAL OR ON REQUEST.



APPENDIX 1 – SKALE PLAN

The SKALE Plan is a fixed price applicable to each Campaign and payable monthly or annually, on the 1st of the month following the launch of the campaign (end of the Free Trial). The Plan allows the Advertiser who is up to date with his/her payments to have unlimited access to the Platform, the Publishers and the Tools.

The amount of the Plan applicable to the Advertiser varies in levels according to the volume of its annual advertising expenditure in accordance with the pricing detailed in Appendix 3 "Pricing SKALE".

The Plan includes the following services, such as, but not limited to:

- Unlimited number of Advertiser users
- Unlimited access to all platform features
- Access to the Publishers' network
- Access to a Publisher messaging tool
- Real time statistics
- Integrated payment system for Publisher

When registering, the Advertiser selects a Plan according to his/her own estimated annual expenses and pays an advance payment.

If the monthly Plan is chosen, it is invoiced monthly and payable in full on the 1st of each month following the campaign launch. At the start of the campaign, the monthly Plan is paid in its totality.

In case of choice of the annual Plan, the Advertiser is invoiced the 1st of the following month of the campaign launch for the selected annual Plan. The renewal of the annual Plan is carried out on the 1st of the month in which the Campaign is launched on the basis of the applicable annual Plan. In the event of early termination (in accordance with the provisions of article 13.1), the Advertiser is reimbursed for the outstanding balance by applying, over the period, the Monthly Plan corresponding to the Annual Plan selected.

In the event that the annual spending limit of the Plan selected by the Advertiser is exceeded, the Plan will automatically be adjusted to the next higher level according to the following terms:

- In the case of a Monthly Plan, on the 1st of the month following the date on which the annual expense limit is exceeded.
- In the case of an annual Plan: on the 1st of the following month, the Advertiser is invoiced for the difference between the previously applicable monthly Plan and the new applicable monthly Plan, in proportion to the number of remaining months.

In the event that, on the anniversary date, a lower Plan is applicable, the pricing will be adjusted automatically.



APPENDIX 2 – SKALE SERVICE OR ADDITIONAL SERVICES

During the registration process and throughout the Contract, the Advertiser may choose additional and facultative options (hereinafter the Service(s)) such as, but not limited to

- the creation of the Banner Packs
- the Technical Pack
- the Starter Account Management pack
- etc...

The Services can be subscribed through the list available on the Platform.

If the Service is subscribed to during the Advertiser's registration, it will be included in the prepayment when the registration is validated, as detailed in Article 6.2 General Billing Terms and Conditions

LYRA COLLECT SAS (an electronic payment method operator approved by the Prudential Supervision and Resolution Authority (ACPR), registered in the register of financial agents (REGAFI) under no. 68341 (hereinafter referred to as the "Operator")) will send the ADVERTISER a receipt by email and the corresponding invoice will be generated and made available on the Platform. Also, KWANKO reserves the right to change the Operator at any time without prior notice to ADVERTISER.

After the launch of the campaign, the Advertiser may add Services at any time by contacting KWANKO teams at contact@skale.kwanko.com. Upon subscription, the Platform will issue an invoice corresponding to the payment of the Service. The generated invoice will be available on the Platform.

As of reception of the payment the SKALE team will contact the Advertiser for the installation and the realization of the Service.



APPENDIX 3 – FINANCIAL CONDITIONS

1. PRICING SKALE WITH KWANKO

PRICING EURO			Annual Expenses	
Levels	Monthly Plan	Annual Plan yearly engagement	Minimum	Maximum
1	99 €	990 €	0	6 000 €
2	299 €	2 990 €	6 000 €	25 000 €
3	499 €	4 990 €	25 000 €	50 000 €
4	699 €	6 990 €	50 000 €	75 000 €
5	899 €	8 990 €	75 000 €	100 000 €
	+ 200 €	+ 2 000 €	For each additional 25 K€	

PRICING USD			Annual Expenses	
Levels	Monthly Plan	Annual Plan yearly engagement	Minimum	Maximum
1	99 \$	990 \$	0	0
2	299 \$	2 990 \$	6 000 \$	6 000 \$
3	499 \$	4 990 \$	25 000 \$	25 000 \$
4	699 \$	6 990 \$	50 000 \$	50 000 \$
5	899 \$	8 990 \$	75 000 \$	75 000 \$
	+ 200 \$	+ 2 000 \$	For each additional 25 K\$	

PRICING GBP			Annual Expenses	
Levels	Monthly Plan	Annual Plan yearly engagement	Minimum	Maximum
1	99 £	990 £	0	6 000 £
2	299 £	2 990 £	6 000 £	25 000 £
3	499 £	4 990 £	25 000 £	50 000 £
4	699 £	6 990 £	50 000 £	75 000 £
5	899 £	8 990 £	75 000 £	100 000 £
	+ 200 £	+ 2 000 £	For each additional 25 K£	



2. MODALITIES OF RECORDING FOR EVENTS

2.1 PRINCIPLES

KWANKO provides, via its Platform and its Tools, the recording of Events associated with each Campaign.

KWANKO provides, through the Platform, the ADVERTISER with the Tracking Tools that the latter must install on its Channels and the elements of each Campaign where applicable.

The ADVERTISER is not allowed to affect this in any way whatsoever.

In the event of a malfunction attributable to the ADVERTISER, the latter must be obliged to remedy this as soon as possible.

If the ADVERTISER does not restore the Tracking Tools within seventy-two (72) hours of the dysfunction occurring, KWANKO reserves the right to no longer display; to limit, to suspend, or stop the Campaign in question.

- In the event of the deactivation or malfunctioning of the tracking system, which does not allow the events to be properly recorded, the ADVERTISER undertakes to compensate the Publishers for the losses incurred by them by paying the higher of the following two amounts: the equivalent per Event corresponding to the amount of the Publishers' winnings over the period of one month prior to the alteration and/or loss of the said data divided by the number of Events carried out over the period in question;
- the market price usually charged for equivalent categories of Channels.

If this compensation has an impact on the applicable Skale Plan for the Advertiser, the Plan will be adjusted to the actual volume of expenses, including compensation.

2.2 MECHANISMS

The Platform records each Event linked to a Campaign.

Only the recordings of Events made by KWANKO on the Platform shall serve as a reference for the calculation of Events and the establishment of Statistics serving as a basis for the calculation of the remuneration due by the ADVERTISER.

For the calculation of Events the ADVERTISER acknowledges and accepts that KWANKO applies a post-view period of twenty four (24) hours and a post-click period of thirty (30) days.

"Post view delay" means the period during which an Event is recorded following the display of an element of a Campaign via ADVERTISER's Channels.

"Post-click delay" means the period of time during which an Event is recorded following a click by an Internet user on one of the elements of a Campaign via the ADVERTISER's Channels.

KWANKO is therefore solely responsible for the recording of Events.

The Events are validated by the ADVERTISER during the Validation Period of forty five (45) days as part of the Deduplication process.

At the end of the Validation Period, KWANKO establishes the final statistics of the Events.

The ADVERTISER acknowledges and accepts that only the Statistics established by KWANKO from the validated Events shall be authentic and shall serve as official and definitive data between the parties.

The amount of the remuneration due by the ADVERTISER includes the remuneration of the Publishers for a Campaign registered on the Platform.

The ADVERTISER undertakes to ensure that his/her account is always in a positive balance; therefore, in case of insufficient funds in the ADVERTISER's account, KWANKO may suspend the Service until the account is sufficiently credited.

2.3 EVENT TRACKING MECHANISMS

KWANKO uses tracking tools and a cookie whose sole purpose is to collect technical (and therefore non-personal) data to track interactions and Events in connection with each Campaign.



2.4 INTERDICTION TO MODIFY THE ELEMENTS ALLOWING THE TRACKING OF EVENTS

The ADVERTISER shall refrain from modifying any technical or functional element relating to its Channels that may have an impact on the tracking of Campaign Events without first informing KWANKO.

Consequently, the ADVERTISER undertakes to communicate in writing as soon as possible any modification of a Channel that could lead to an alteration and/or loss of data during the tracking of Events recorded by the Platform allowing KWANKO to RECORDING of Events and to calculate the remuneration of the Publishers.

In the event that KWANKO notices that the ADVERTISER has made changes that have an impact on the tracking of Events, KWANKO shall carry out an audit in order to regularise the recording of Events that could not be tracked due to the changes made.

The ADVERTISER shall be responsible for any additional remuneration resulting from any modification that has had an impact on the tracking of Events.

2.5 WARNINGS

Any change in the name of the ADVERTISER's Channel, as well as any change in its location, size, purpose or frequency of updating, shall have no effect on the terms and conditions of the Contractual Documents, which shall apply automatically and by operation of law to any changed Channel.

The Contractual Documents also apply:

- regardless of where the ADVERTISER's current or future Channel is hosted, as well as to all Channels that may be operated by the ADVERTISER,
- in the event that the ADVERTISER divides its Channel into several different Channels, creates or acquires a new Channel.

The ADVERTISER undertakes to inform KWANKO without delay in the event of any significant change in the nature and content of its Channel that could affect the performance of a Campaign.

2.6 DEDUPLICATION PROCESS AND VALIDATION OF EVENTS

The ADVERTISER agrees to cooperate with KWANKO in good faith and in a transparent manner in the context of the Deduplication controls that it sets up.

In this respect, it shall provide all information required by KWANKO for the recording of Events on first request.

In particular, it undertakes to communicate to KWANKO in detail on request, the deduplication rules set up (cf. rules and/or Tools with which it deduplicates its affiliate partners).

Any changes to these rules must be notified to KWANKO by e-mail at least 48 hours before the effective implementation of these changes.

The ADVERTISER's deduplication rules must comply with the best practices published by the Collective for Digital Marketing Actors (CPA) of which KWANKO is a member.

In this context, the ADVERTISER undertakes not to carry out any Deduplication on the Events recorded by KWANKO with the following Channels or e-marketing levers (i) levers not involving advertising investment: direct access/link, natural referencing (SEO), the ADVERTISER's newsletters on its proprietary database (CRM and PRM); (ii) levers involving digital investment: the purchase of keywords on the brand and its spelling derivatives (misspelling), retargeting Tools, any Channel or e-marketing lever that may distort the attribution of an Event due to the way it is delivered.

In any event, if the ADVERTISER does not indicate on the Platform the rules and/or Tools with which he deduplicates his/her affiliation partners, he will lose the benefit of the provisions set out below concerning cancellations.

The ADVERTISER undertakes to pre-qualify, in its deduplication rules, the reasons for which it might consider an event to be invalid and to communicate them to KWANKO.



The Validation Period is the period during which the ADVERTISER may consider an event initiated by an Internet user on his/her Channel via the Campaign to be invalid. The Validation Period is set at a maximum of forty-five (45) days and starts from the date of the Event.

During the Validation Period, the ADVERTISER must inform KWANKO, through the Platform, of the number, nature, date, time and amount of the Events to be cancelled and the reasons for this cancellation.

Except in the case of duly established fraud on a Publisher, the amount of cancellations is in any case capped, for each Campaign, at the monthly percentage of the following events: 15% of the amount of commissions billed for Events generated, under the conditions defined in this appendix.

If the ADVERTISER fails to inform KWANKO of the cancellation of an Event and the reason for the cancellation within the Validation Period, the Event shall be deemed to be valid and KWANKO's and the Publishers' right to remuneration shall be definitively acquired.

In any event, if the ADVERTISER does not indicate a Validation Period when filling in the online Campaign entry form on the Platform, the ADVERTISER shall be deemed to have waived the benefit of this clause.