

## ALEPH TERMS AND CONDITIONS

### SECTION ONE – DEFINITIONS.

- 1.1. **"Advertising"**: means the advertising campaigns placed by the Client to promote its brands and/or services, or -if applicable- the End Advertiser's brands and/or services.
- 1.2. **"Advertising Materials"**: means the creative pieces to be communicated in each Advertisement.
- 1.3. **"Agreement"**: has the meaning set forth in the Information Table.
- 1.4. **"Aleph"**: has the meaning set forth in the Information Table.
- 1.5. **"AML Laws"**: has the meaning set forth in section 8.1.a.
- 1.6. **"Anti-Corruption Laws"**: has the meaning set forth in section 8.1.c.
- 1.7. **"Client"**: has the meaning set forth in the Information Table.
- 1.8. **"Confidential Information"**: has the meaning set forth in section 7.2.
- 1.9. **"Deliverables"**: means the inventory delivered by Aleph for each Advertisement (e.g. impressions, clicks, leads, installs or other desired actions).
- 1.10. **"Disclosing Party"** has the meaning set forth in section 7.2.
- 1.11. **"Effective Date"** has the meaning set forth in the Information Table.
- 1.12. **"End Advertiser"**: if the Client is a Media Agency, means the end client on whose behalf the Client places the Advertising.
- 1.13. **"Indemnified Party"** has the meaning set forth in section 11.1.
- 1.14. **"Indemnifying Party"** has the meaning set forth in section 11.1.
- 1.15. **"Insertion Order"**: means a document entered into by the Parties for the purpose of placing Advertising on the Platform(s). Depending on the Platform(s) where the Client orders, Aleph shall determine the Insertion Order model that shall be used.
- 1.16. **"Intellectual Property Rights"**: means any intellectual or industrial property rights, including without limitation, patents, copyrights, designs, trademarks, trade names, trade dress, models, internet domain names or applications for registration of any of these, whether registered or unregistered.
- 1.17. **"Media Agency"**: if the Client is the End Advertiser, means the third-party intermediary that may be appointed by the Client to place Advertising on the Client's behalf.
- 1.18. **"Party"** or **"Parties"** has the meaning set forth in the Information Table.
- 1.19. **"Platform(s)"** has the meaning set forth in the Information Table.
- 1.20. **"Platform(s) Policies"**: has the meaning set forth in the Information Table.
- 1.21. **"Receiving Party"** has the meaning set forth in section 7.2.
- 1.22. **"Sanctions"**: has the meaning set forth in section 8.1.b.
- 1.23. **"User Account"**: means the username(s) and password(s) assigned to the Client to access the Platform(s) and manage its Advertising.

### SECTION TWO – PURPOSE. PROCESS FOR ADVERTISING PLACEMENT.

- 2.1. The Client shall have the right to place Advertising on the Platform(s). For this purpose, Aleph shall determine and inform the Client the process to follow for ordering Advertising on each Platform, which may be

any of those described in the following sections, at Aleph's sole discretion. The applicable process shall be communicated to the Client prior to activating the first campaign in each Platform:

2.1.1. User Account: Aleph shall assign to the Client a User Account. Through its User Account, the Client may order and manage Advertising directly on the Platform(s). For purpose of placing Advertising, the Client shall upload the Advertising Materials to the Platform through its User Account. The Client shall be responsible for all transactions carried out with its User Account. Therefore, the Client undertakes to preserve the confidentiality of its password and to disable access by persons who are no longer authorized to use the User Account.

2.1.2. If the Client orders Advertising with a User Account, the Client shall pay the values reported by each Platform for the Advertising placed by the Client. The Platform's records shall be considered conclusive evidence of the Advertising placed and the amounts payable by the Client. Given that the Client is solely responsible for the activity of its User Account, the Client shall not reject or object to the values reported by each Platform. In addition, the Client shall obtain the records and reports of each Platform directly from the Client's User Account and without requesting them from Aleph. Relatedly, the Client recognizes and accepts that the records and reports of each Platform are all the information that Aleph shall have for purposes of issuing the corresponding invoices.

2.1.3. Insertion Order: the Client shall order Advertising on the Platform(s) by executing an Insertion Order. The Insertion Order shall include for each Advertisement the Deliverables, the maximum amount to be paid by the Client (campaign budget), the start and end date, the advertising formats and any other items agreed by the Parties. To be valid, the Insertion Order shall be approved by Aleph (which may be done by email). Any amendments requested by the Client to an approved Insertion Order shall be subject to approval by Aleph. In order to implement the Advertising, the Client shall send the Advertising Materials to Aleph.

2.1.4. The Advertising shall be implemented by the Client before the deadline set forth in the Insertion Order. In the event that the Client does not implement the Advertising before the deadline and has paid the value in advance, Aleph shall refund said value to the Client in the same currency in which it was paid, without interest of any kind. The Client acknowledges that Aleph does not provide financial services. Therefore, the amounts paid by the Client will not accrue interest or generate the obligations inherent to a deposit. In addition, if more than one year has passed from the deadline set forth in the Insertion Order without the Client having implemented the Advertising or requesting the refund of the amount paid in advance, the Client will lose the right to obtain the refund of the amount paid in advance.

2.1.5. Aleph shall have the right to terminate an approved Insertion Order without cause upon at least 5 (five) business days' notice to the Client. In such event, Aleph shall refund to the Client the *pro rata* part of the sums received for the Advertisements not executed.

2.2. The Client understands and accepts that when the Platform reports to Aleph the delivered Advertising separated by campaign, then Aleph shall send the information to the Client with the same level of detail as the Platform provided. However, when the Platform only reports the delivered Advertising monthly per Client account and without separating the information per campaign, then Aleph shall invoice the delivered Advertising to the Client in the same way, that is, without issuing separate invoices for each campaign. Relatedly, the Parties agree that the possibility of issuing separate invoices per campaign will depend exclusively on the level of detail with which the Platform delivers the information, and the purchase orders that the Client may eventually send shall not be relevant for this purpose.

2.3. If the Client is a Media Agency placing Advertising on behalf of an End Advertiser, the Media Agency shall submit to Aleph all required information regarding the End Advertiser (including, without limitation, the End Advertiser's legal entity name, country of incorporation, tax identification number and contact details). Aleph shall determine and inform the Client how the End Advertiser's information should be provided. Aleph may refuse to provide services if it reasonably believes that its association with the End Advertiser may cause reputational or other damage to Aleph or the owner of any of the Platform(s). In addition, if the Media Agency holds a User Account it shall give the End Advertiser access to such User Account.

### **SECTION THREE – PLATFORM(S) POLICIES.**

3.1. The Client represents and warrants that to place Advertising on the Platform the Client shall accept and comply with the Platform(s) Policies, including, without limitation: (i) the content policies applicable to the Advertising Materials and the products and services that are being advertised, and (ii) the cancellation terms and applicable charges for each type of Advertising. Advertising Materials may be rejected at Aleph's or the Platform(s) owner(s)'s discretion for non-compliance with the Platform(s) Policies. Notwithstanding, the Client shall be exclusively responsible for reviewing the Platform(s) Policies for the Platform(s) in which Advertising(s) are being ordered, prior to sending the Advertising Materials to Aleph or uploading them to the Platform via the User Account, as the case may be. By submitting Advertising Materials for publication, either through Aleph or by direct upload via the User Account, the Client represents and warrants to Aleph that (i) the Client has diligently reviewed the Platform(s) Policies of the Platform in which the campaign will run; and (ii) the Advertising Material, including any websites accessible through a link in the Advertising Material, complies, and will comply at all times, with the applicable Platform(s) Policies.

3.2. The Client represents and warrants that the Platform(s) owner(s) may, in its/their sole discretion, modify the Platform(s) Policies from time to time, and the Client shall comply with those in effect at the time the Advertising is placed, being exclusively responsible for reviewing the Platform(s) Policies periodically.

3.3. The Client shall be responsible to Aleph and to the Platform for all Advertising Material (including the content of the Advertising Material and the websites accessible via links in the Advertising Material) uploaded to the Platform via the User Account. The Client's liability hereunder shall be without prejudice to the independent verification of the Advertising Material that Aleph may carry out.

#### **SECTION FOUR – PRICE. PAYMENT.**

4.1 Aleph shall determine and inform the Client the payment method for the Advertising ordered on each Platform, which may be any of the following, at Aleph's sole discretion:

4.1.1 Prepaid method. Payment of invoices shall be a condition precedent to the publication of the Advertising. Aleph shall not be liable for delays in the publication of Advertisements resulting from late payment of payment instructions or invoices (as applicable).

4.1.2 Postpaid or credit method. If Aleph authorizes it, the Client shall have the right order Advertising on credit up to the amount that Aleph informs to the Client. If the Client wishes to order Advertising for an amount higher than the authorized credit, the Client shall order said Advertising in accordance with the prepaid method set forth in section 4.1.1. The authorization for the Client's credit is subject to Aleph' discretion. Therefore, Aleph may, in its sole discretion, revoke the Client's authorization at any time, extend or reduce the credit limit, condition the authorization to a credit risk analysis and/or require additional collateral from the Client to keep the authorization in place.

4.2 In any case, Aleph shall issue the corresponding invoices for the Advertising ordered by the Client, plus any applicable taxes. The Client shall pay the invoices via bank transfer to the account informed by Aleph.

4.3 Invoices shall be issued in the currency specified in each Insertion Order or, if not specified, in the applicable local currency. The Client shall pay the invoices in such currency. If it were necessary to convert any amounts to local currency for purpose of issuing an invoice, Aleph shall perform the conversion using the exchange rate that Aleph informs the Client.

4.4 After the invoice has been received, the Client shall have five (5) business days to reject it if there is a justification to do it. If the Client does not reject or raise any objection to the invoice within said period, it shall be understood that the invoice has been accepted. If part of an invoice is objected, the Client shall pay the undisputed portion of the invoice while the claim is resolved.

4.5 Unless a different term has been agreed by the Parties, all invoices shall be paid before their due date and in any case not later than 30 (thirty) days after they have been issued. Default shall be automatic upon expiry of the due date, without the need for any additional notice from Aleph. In the event of default, Aleph reserves the right to claim interests at the maximum rate permitted by law. In addition, Aleph may set off amounts owed by the Client with any amounts payable by Aleph to Client under this Agreement or any other.

4.6 Each Party shall be responsible for paying any taxes, fees and charges imposed by law on such Party in respect of transactions and payments under this Agreement. If the Client is legally required to withhold any tax when paying an invoice, the Client shall, within ten (10) days of payment, submit to Aleph proof of withholding and/or any other relevant documents.

#### **SECTION FIVE – TERM. EARLY TERMINATION.**

5.1. This Agreement shall be valid for 12 (twelve) months from the Effective Date. The term shall automatically renew for additional periods of 12 (twelve) months each, unless either Party notifies the other Party of its intention not to renew or to terminate the Agreement as provided in the following clause.

5.2. Either Party may terminate or not renew this Agreement for convenience by giving written notice to the other Party at least 30 (thirty) calendar days prior to the date of non-renewal or termination.

5.3. In addition, either Party may terminate this Agreement for cause attributable to the other Party if:

- a) the other Party is in breach of any of its obligations under this Agreement and fails to remedy such breach within 10 (ten) calendar days of notice to that effect; or
- b) the other Party becomes or is declared bankrupt, enters an arrangement with creditors, goes into liquidation or dissolution, becomes insolvent, ceases or threatens to cease business or loses control of a substantial part of its assets, whether by the appointment of a receiver or otherwise.

5.4 In the event of expiry or early termination of this Agreement, Aleph shall immediately suspend all Client's Advertisements. In addition, if applicable, all outstanding Insertion Orders will be automatically revoked and the Client's access to its User Account will be disabled.

5.5 All invoices owed by the Client to Aleph as of the date of expiration or early termination of this Agreement shall become due and payable. If the Client has made advance payments to Aleph for outstanding Advertising, Aleph shall return the unused amounts within 30 (thirty) days of the issuance of the credit note or equivalent fiscal document, without prejudice to Aleph's compensation rights under section 4.5.

5.6 The rights and obligations provided for in sections 5.5, 5.6, 7, 9, 10, 11 and 13 shall survive the expiration or early termination of this Agreement.

#### **SECTION SIX – INTELLECTUAL PROPERTY.**

6.1. The Parties acknowledge and accept that the trademarks and brands of each Platform(s) are registered trademarks of third parties. Therefore, the Client shall not use them, except as strictly provided for in this Agreement.

6.2. The Client represents and warrants to Aleph that all Intellectual Property Rights contained in the Advertising Material are owned by the Client or, if the Client is a Media Agency, that it is authorized by the End Advertiser to use the Intellectual Property Rights to the extent provided for in this Agreement and in each Insertion Order. If necessary, the Client grants Aleph and/or each Platform(s) owner(s) –as the case may be– a limited license to use the Advertising Material solely for the execution of the contracted Advertising.

6.3. The Client represents and warrants to Aleph that the Advertising Material and any website accessible via links in the Advertising Materials does not violate or infringe: (i) any applicable law or third-party rights, or (ii) the Platform(s) Policies.

#### **SECTION SEVEN – CONFIDENTIALITY.**

7.1. Where a confidentiality agreement is in force between the Parties, the Parties hereby ratify it in all its terms and undertake to comply with the obligations set forth therein.

7.2. In the absence of a confidentiality agreement in force between the Parties, all information of and/or disclosed by a Party or its affiliate companies (the "**Disclosing Party**") accessed by the Party or its affiliate companies (the "**Receiving Party**") in connection with the services and disclosed before or after the date of this Agreement shall be deemed to be confidential information (the "**Confidential Information**") for the purposes of

this Agreement. By way of example, the term "Confidential Information" includes, without limitation, financial information and projections, marketing plans, contracts, trade secrets, *know-how*, budgets, business plans, analyses, compilations, designs and development information, studies and other documents prepared by legal advisors, accountants or other consultants, as well as any other information that the Disclosing Party advises is confidential or should be considered confidential because of its content or the context in which it was shared. Confidential Information refer to information stored either in physical or digital format.

7.3. All Confidential Information received by the Receiving Party shall be kept confidential and held in strict confidence, except as expressly provided for in this Agreement. The Receiving Party undertakes to employ controls, protections and safeguards in the handling of Confidential Information at least as strict as those it employs in the handling of its own information. Likewise, the Receiving Party undertakes not to use the Confidential Information for any purpose other than for analysis, evaluation and development of the service.

7.4. The Receiving Party shall be responsible for the performance of the obligations under this section by its employees and its affiliate companies and their employees.

7.5. Information shall not be deemed to be Confidential Information if:

- a) It has become public knowledge without this being due to disclosures made by the Receiving Party;  
or
- b) It has been received by the Receiving Party from a third party who is under no obligation of confidentiality to the Disclosing Party.

7.6. The Receiving Party shall be entitled to disclose the Confidential Information when this is necessary to comply with a court order or an order of any other public authority that have the right to request its disclosure. In such event, the Receiving Party shall notify the Disclosing Party as far in advance as possible of the request received. Such notification is a condition precedent to the Receiving Party's right to respond to the request and to disclose the Confidential Information. The Receiving Party undertakes to provide only that portion of the Confidential Information that is expressly required by the competent authority and to cooperate with the Disclosing Party in all that is necessary to safeguard the rights of the Disclosing Party.

7.7. The Receiving Party is authorized to disclose the Confidential Information to its employees when such disclosure is necessary for the provision or receipt of the service. In such cases, the Receiving Party shall inform the persons receiving the Confidential Information of the confidential nature of the information and obtain their commitment to act in accordance with the provisions of this Agreement. The Receiving Party shall be liable for any breach by its employees of the confidentiality obligation of the Receiving Party under this Agreement.

7.8. The Confidential Information is the property of the Disclosing Party. The Disclosing Party may at any time request the destruction of the Confidential Information by notifying the Receiving Party in writing of such request. In such case, all physical and digital copies of the Confidential Information shall be immediately destroyed by the Receiving Party. The destruction of the Confidential Information shall be confirmed in writing by the Receiving Party. Any Confidential Information communicated orally shall continue to be subject to the confidentiality terms of this Agreement.

7.9. The confidentiality obligation provided herein shall remain in force until the expiry or early termination of the Agreement and for a period of 5 (five) years thereafter.

#### **SECTION EIGHT – REGULATORY COMPLIANCE.**

8.1. The Client represents and warrants that, in the performance of its obligations hereunder, it shall comply with, and make its employees, contractors and any other person or entity working for or on its behalf, to comply with all applicable laws and regulations, including without limitation the following regulations:

- a) All applicable anti-money laundering regulations (the "**AML Laws**").
- b) All applicable trade, economic and/or financial sanctions implemented at the local, regional, and/or international level (the "**Sanctions**"), including without limitation any Sanctions administered and

enforced by the United States of America, the European Union, the United Kingdom and/or the United Nations Security Council.

- c) All applicable anti-corruption laws, including without limitation the United States Foreign Corrupt Practices Act, the United Kingdom Bribery Act and the European Whistleblower Protection Directive (the “**Anti-Corruption Laws**”).

8.2. If the Client breaches any of the obligations herein or is prevented for any reason to comply with them, it shall immediately notify Aleph.

8.3. The Client further represents and warrants that: (i) it will not tolerate any form of bribery, corruption, or money laundering; (ii) it will only use legitimate and ethical business practices, and (iii) it will not offer or accept any kind of unlawful favor with the intention to receive favorable treatment and/or obtain or retain a business.

8.4. The Client acknowledges and agrees that Aleph may conduct background checks to determine the Client's compliance with AML Laws, Sanctions, and Anti-Corruption Laws.

8.5. Failure to comply with AML Laws, Sanction, and/or Anti-Corruption Laws shall grant Aleph the right to terminate this Agreement with cause, without prior notice and with no obligation to pay any penalty to the Client for the termination. Termination shall be without prejudice to the Client's right to claim compensation for the damages caused by the breach.

#### **SECTION NINE – DISCLAIMER OF WARRANTIES.**

Aleph makes no warranties, express or implied, with respect to the services provided under this Agreement and/or the services provided by the Platform, including, without limitation, any warranty of merchantability or fitness for a particular purpose. Further, Aleph does not warrant that the Platform services will be uninterrupted or error-free.

#### **SECTION TEN – LIMITATION OF LIABILITY.**

10.1. Aleph shall not be liable to the Client for any indirect, incidental, consequential, punitive or special damages (including, without limitation, loss of profits, loss of goodwill, loss of use or loss of data), even if Aleph has been advised of the possibility of such damages.

10.2. Aleph' total liability under this Agreement shall not exceed the total amount paid or payable by the Client to Aleph in the 6 (six) months prior to the cause of action giving rise to the claim.

#### **SECTION ELEVEN – INDEMNITY.**

11.1. Notwithstanding the limitation of liability set forth in Section Ten, Each Party (as the case may be, the “**Indemnifying Party**”) shall indemnify and hold harmless the other Party and its affiliate companies, shareholders, officers, directors, employees and agents thereof (each, an “**Indemnified Party**”) for any damages to the Indemnified Parties for claims, suits or litigation of any kind (including, without limitation, reasonable attorneys' fees and expenses) arising out of any breach by the Indemnifying Party and/or its affiliate companies, shareholders, officers, directors, employees and agents (including, without limitation, the Client's Media Agency) of their obligations hereunder or under applicable law.

11.2. The indemnity obligations provided herein shall survive the expiration or early termination of this Agreement, for the statute of limitations period of legal proceedings.

#### **SECTION TWELVE – CLIENT'S BREACH.**

Without prejudice to other remedies available to Aleph under this Agreement and under applicable law, in the event that the Client or its Media Agency breaches any of its obligations under this Agreement, under the Platform(s) Policies or under applicable law, or in the event that Aleph has reasonable grounds to presume that such breach has occurred, Aleph shall have the right to: (i) temporarily or permanently suspend the Client's User Account; (ii) suspend the Client's Advertising that caused the breach, and/or (iii) retain or apply any values owed by Aleph to the Client as compensation for damages caused and to cover the costs of defending any claims from third parties.

### **SECTION THIRTEEN – DATA PRIVACY.**

13.1. The Parties acknowledge that the only personal data to be processed by them under this Agreement are the contact details of each Party and its authorized personnel. The Client represents and warrants to Aleph that for the performance of its obligations hereunder it shall not send to Aleph any personal data of its customers.

13.2. With respect to the personal data, each Party shall act as an independent controller. Therefore, each Party shall independently determine the purpose and means of processing.

13.3. Each Party shall be responsible for processing the personal data collected under this Agreement in accordance with the applicable personal data protection legislation.

### **SECTION THIRTEEN– MISCELLANEOUS.**

13.1. Modifications. Aleph may modify the Aleph Terms and Conditions at any time by giving notice to the Client prior to such modifications becoming effective. In this event, the Client shall have the right to terminate the Agreement immediately and before the modifications take effect. If the Client continues to order Advertisements after the modification of the Aleph Terms and Conditions becomes effective, then the Client shall be deemed to have accepted such modification.

13.2. Force majeure events. Neither Party shall be liable for any delay or failure to perform its obligations under this Agreement where such delay or failure is due to an act of God or force majeure event. In such an event, the affected Party shall immediately notify the other Party and shall use commercially reasonable efforts to mitigate the effects of such event to the extent possible. The obligations of the affected Party shall resume as soon as reasonably practicable after the cause giving rise to the act of God or force majeure event has been removed.

13.3. No partnership or employment relationship. This Agreement does not imply the existence of any partnership or association or employment relationship of any kind between the Parties or between either Party and the employees of the other.

13.4. Non-exclusivity. Nothing in this Agreement shall be construed to prevent or restrict the right of the Parties to enter into agreements with third parties having a similar purpose to that of this Agreement.

13.5. No-assignment. This Agreement shall not be assigned by either Party, except with the written agreement of the other Party.

13.6. Entire agreement. This Agreement, as amended from time to time by the Parties, and the Insertion Orders, reflect the entire understanding between the Parties and supersede any prior or contemporaneous expressions, understandings or agreements of the Parties with respect to the subject matter hereof. No trade usage, custom or practice in the industry and/or between the Parties may be invoked to modify, construe, supplement or alter in any way the terms of this Agreement.

13.7. Severability. In the event that any provision of this Agreement is void or unenforceable for any reason, the provision shall be omitted, and the remaining provisions shall remain in full force and effect and, if necessary, this Agreement shall be deemed to be modified to the extent necessary to give effect to its purpose, to the extent possible.

13.8. Failure to act. The failure or omission by either Party to claim, require, demand, sue or enforce, in any time, the performance of any obligation of the other Party shall not be construed as an assignment, waiver or relinquishment of the right to enforce such obligation in the future.

13.9. Notices. Communications between the Parties shall be made electronically to the addresses and/or email addresses set forth in the Information Table. In the event that either Party decides to change its address or email address, such Party shall give at least 2 (two) days' prior written notice to the other Party.

Last updated: March 26, 2024