

Last Updated: April 15, 2022

PUBLISHER PARTNER MEMBERSHIP AGREEMENT

This Publisher Partner Membership Agreement, together with applicable Schedules (the “**Agreement**”) is by and between Publisher Partner (or “**You**”) and Supplier. **BY CLICKING ON THE ACCEPT BUTTON, YOU AGREE TO THE TERMS OF THIS AGREEMENT.** Any use of the Supplier Network is subject to the terms of this Agreement and the Network Policies found here: <https://go.rakutenadvertising.com/hubfs/Affiliate-Network-Policies.pdf>. Defined terms shall have the meaning set forth in Schedule A.

1. MEMBERSHIP REQUIREMENTS

1.1 Membership. To participate as a Publisher Partner in Supplier’s Network, You must:

- a. be either a legal entity or an individual 18 years or older; and
- b. your activity on the Network must comply at all times with applicable federal, state, local and foreign laws, ordinances, rules, regulations, and Network Policies, including applicable Data Protection Laws.

1.2 Membership Restrictions.

- a. Business Use Only. THE NETWORK AND NETWORK PLATFORM ARE MADE AVAILABLE TO YOU FOR THE SOLE PURPOSE OF FACILITATING BUSINESS TRANSACTIONS AS PERMITTED UNDER THIS AGREEMENT. YOU MAY ONLY USE THE NETWORK AND NETWORK PLATFORM TO CONDUCT BUSINESS ACTIVITY AND NOT AS A CONSUMER.
- b. User-requested Benefit. The digital property on which You include our Qualifying Links provides users with a user-requested benefit.
- c. Not a Provider of Goods and Services. Your participation on the Network, use of the Network Platform, and receipt of payments as a Publisher Partner of the Network is not an inducement for, or solicitation of You to provide any products or services to Supplier. You are not and will not be deemed to be a vendor, supplier or provider of goods or services to Supplier.
- d. Prohibited Activities. As a Publisher Partner on the Network, You will not, and will not knowingly permit other persons to, engage in any fraudulent, abusive or illegal activity in connection with Your participation in the Network, or any program offered through the Network or use of any functions on the Network Platform.

2. MEMBERSHIP BENEFITS

As a Publisher Partner, You will receive access to the Network, the Network Platform (including Supplier Tools and reports offered through the Network Platform), and You will be eligible to enter into Engagements with Advertisers for the purpose of promoting Advertiser products and services as part of the Network.

- 2.1 Engagements. Any Engagement that You enter into with an Advertiser is subject to the terms and conditions set forth by that Advertiser. Unless separately agreed to between You and Supplier as part of a Direct Engagement, Supplier is not a party to such Engagements and has no obligation to You with respect to any such Engagement.
- a. Direct Engagements. From time to time, Supplier may agree to act on behalf of Advertiser. In such an event, Supplier will enter into an Engagement with You directly, which is known as a Direct Engagement. If Supplier enters into a Direct Engagement with You, (a) You will need to agree to additional terms and conditions with Supplier governing the Direct Engagement; (b) all compensation for such Direct Engagements will be determined and paid directly by Supplier; and (c) You will not have a direct relationship with the Advertiser.
 - b. In case of any dispute as to whether the Engagement is a Direct Engagement, Supplier's determination will control and be binding on the parties.
- 2.2 Supplier Tools. Supplier will provide You with certain tools, including Qualifying Links, that will measure Your performance on the Network. You agree to implement, operate, maintain and update the Supplier Tools in accordance with Supplier's instruction. Failure to do so may negatively impact Tracked Activities and/or commissions. You may not create Your own Qualifying Links without the express written authorization of Advertiser or Supplier.
- a. Valid Referrals Only. You may not, nor knowingly permit any person to, use Supplier Tools to inflate the amount of any Tracked Activities.
 - b. No Spam. You may not use any Qualifying Links in any electronic message without the express written authorization of Advertiser or Supplier. If so permitted, Your electronic messages: (i) must comply in all respects with this Agreement, the Advertiser's terms and conditions, and any applicable laws regarding the delivery of unsolicited electronic communications, also known as SPAM; and (ii) must not identify Advertiser or Supplier as a sender or sponsor of such electronic message without the express written authorization of Advertiser or Supplier.
 - c. Distribution of Qualifying Links. If You distribute Qualifying Links on sites other than those controlled by You, You agree: (i) that, upon written request of Supplier, You will provide Supplier with a list of sites where Qualifying Links have been distributed, (ii) to provide prompt and reasonable cooperation to Supplier in responding to any issues raised by Advertiser regarding the distribution of Qualifying Links; and (iii) cease further distribution of such Qualifying Links if so required by Supplier or Advertiser. Supplier reserves the right to prohibit You from distributing Qualifying Links to and from displaying Qualifying Links on third party sites.
 - d. Termination of Qualifying Links. Advertiser or Supplier may terminate the Qualifying Links associated with an Engagement at any time. If such links are terminated, You must

promptly remove such Qualifying Links upon written notice from Advertiser or Supplier. Should You fail to promptly terminate such links, Supplier may redirect such links in its sole discretion without compensation to You.

- 2.3 Reports. As a Publisher Partner, You will have access to features of the Network and Network Platform, including reports on Tracked Activities and commissions. To prepare such reports, Supplier relies on data provided or made available by Advertisers. Supplier is not obligated to confirm, and does not warrant or guarantee the accuracy or completeness of any data provided by Advertisers.
- a. Errors. If You believe that Your reports contain an error, You must notify Advertiser (with a copy to Supplier) or Supplier directly in the case of a Direct Engagement, of such error within ten (10) days after the end after the completion of the monthly service period (or within such period otherwise agreed to by You as part of an Engagement), or the report will be deemed accepted by You.
 - b. Adjustments. Supplier reserves the right to revise any report at any time if, in Supplier or Advertiser's determination, such report contains an error or otherwise requires adjustment. Any such revision may affect the amount of commissions correlating to the Tracked Activities.
 - c. Notice of Errors. Supplier will notify You of reporting errors using the contact information that You provided in the Network Platform. You will have ten (10) days after the posting of such correction or adjustment (or within such period otherwise agreed to by You as part of an Engagement) to notify Advertiser (with a copy to Supplier) of errors in a corrected or adjusted report.
 - d. Resolution of Discrepancies. Any dispute between You and Advertiser regarding errors reported by You must be resolved by You directly with Advertisers, except disputes in Direct Engagements which will be resolved between You and Supplier. In the event of discrepancies arising out of different measurement sources (including Your or a third party's measurements), Supplier's reports will control, including with respect to the commissions due to You.
 - e. Modification to Scope of Reports. Supplier may change the scope of the historical data stored in the Supplier Tools and/or provided to You in its sole discretion. You are responsible for backing up any reports or data provided to You and taking other precautions to avoid data losses.
 - f. Third Party Access. No third parties may have access to Supplier reporting without the prior written consent of Supplier, and such access will be subject to the terms and conditions set forth by Supplier. In no event will any third parties be permitted access to the Supplier reporting for the purpose of developing reporting across unaffiliated networks.

3. PAYMENTS; FEES

- 3.1 Advertiser Responsibility. Except for Direct Engagements, Advertiser is solely responsible for payments to You in accordance with the terms of the applicable Engagement.
- 3.2 Supplier Responsibility. As a service to Advertiser, Supplier may assume responsibility for transmitting payments or managing adjustments in payments to You, only after receiving appropriate instructions or authorization from Advertiser to do so. For Direct Engagements, Supplier is responsible for payments to You in accordance with the terms of the applicable Engagement.
- 3.3 Disputes. In the event Supplier is in receipt of funds from Advertiser for the purpose of paying commissions to You, and a dispute arises between You and Advertiser regarding the amounts due, Supplier will be entitled to hold or return such funds to Advertiser, and to decline to offer further services on behalf of Advertiser until such dispute is resolved and Supplier is notified, in writing, by all parties, that payments should resume. You agree that Supplier has no obligation and incurs no liabilities to You in connection with any such dispute.
- 3.4 Inactivity. If Your account is inactive for more than twelve (12) consecutive months, Supplier reserves the right to debit Your account balance in accordance with the schedule below to cover the cost of account maintenance until (a) You reactivate Your account by generating a commissionable activity through a Qualifying Link associated with Your account, or (b) Your account balance is zero. If the balance in Your inactive account is or becomes zero, Supplier reserves the right to close the account permanently and cease to maintain Your account records and Publisher program access. The inactive account maintenance charge will not cause Your account balance to become negative and will not cause You to owe money to Supplier. Your Publisher account becomes "Inactive" when You have failed to generate commissionable activity through a Qualifying Link associated with Your account for a period of 12 consecutive months.

Inactivity Fee Schedule:

- a. If Your account balance is greater than 100 currency units, a monthly fee the lesser of (a) 50 currency units or (b) 10% of the outstanding balance will be assessed;
- b. If Your account balance is less than 100 currency units, a monthly fee of 10 currency units will be assessed; and,
- c. If Your account balance is less than 10 currency units, a fee equivalent to the full balance in Your account will be assessed.

A "currency unit" is the standard unit of monetary value used to calculate commissions in Your account. For example, if You have selected to be paid in US Dollars in Your account, then the applicable currency unit is US Dollars.

- 3.5 Right to Assess Fees; Right to Offset. Unless otherwise designated in writing, the Network and access to the Network Platform are provided to Publisher Partners free of charge. Supplier may, at any time upon prior written notice to You, charge fees in relation to any service provided as

part of the Network or Network Platform, including Your participation on the Network. In such an event, You may elect not to pay any such fees by discontinuing Your participation in the Network prior to the commencement of such fees. Supplier may withhold and offset any fees or other charges owing to it against any amounts remitted to You by Advertiser through Supplier.

- 3.6 Taxes. You are responsible for determining the applicability of certain tax laws depending on the location of your operations, the scope of your activity, and other applicable criteria. You agree to comply with all applicable tax laws, and You agree that You are solely responsible for any tax obligations, including reporting, arising from or in connection with any compensation earned by You as a result of Your participation in the Network or an Engagement. You agree that Supplier is authorized, on a limited basis, to invoice and collect in Your name and on Your behalf, the compensation due to You pursuant to this Agreement or Engagements with any Advertisers. You will cooperate with Supplier and provide the necessary financial and tax information, including Value Added Tax (VAT) and company registration numbers and the like, to facilitate this invoicing and collection activity. You acknowledge that You have access to copies of all invoices issued by Supplier in Your name and on Your behalf. You may raise any objections to the content of the invoices issued in Your name and on Your behalf with Supplier within ten (10) days after the date of issue of the invoice. You acknowledge and agree that You retain full responsibility for: (a) fulfilling Your obligations with respect to VAT or other taxation on the rendering of services, if applicable; (b) paying the VAT or other taxation on the rendering of services, if applicable, on the commissions collected and paid to You by Supplier on Your behalf; (c) immediately reviewing all invoices and requesting copies of any reports or invoices not received from Supplier; (d) advising Supplier of any changes to Your company's tax identification information; and (e) otherwise complying with all applicable tax laws, rules and regulations. In the event there are any joint tax law responsibilities that is potentially attributable to the Supplier, the Publisher shall take all acts necessary to comply with the joint responsibilities and shall also hold the Supplier harmless.
- 3.7 Exchange Rate Risk. In the event that Supplier is retained by Advertiser to process payments on its behalf, You may be permitted, at Supplier's sole discretion, to elect to receive payment in a currency other than the default currency for the applicable the Advertiser. In such case You will bear all risk of any fluctuations in the applicable currency exchange rate.

4. LICENSE

- 4.1 License to You. Subject to the terms of this Agreement, Supplier grants You a personal, non-exclusive, non-transferable, non-sublicensable, revocable and limited license to do the following solely for the Permitted Purpose: (a) use information from or about the Network for the Permitted Purpose, (b) access the Network Platform including reports made available to You by Supplier; and (d) use without modification any Supplier Tools (including Qualifying Links) provided by Supplier.
- a. Limitations. Except as provided in this Section 4, all other uses of the Network, the Network Platform, the Supplier Tools, or other intellectual property made available to You by Supplier is prohibited. You may not circumvent, reverse engineer, disassemble,

decompile or attempt to derive source code for, impair, disable or otherwise interfere with any tracking codes and/or other technology and/or methodology made available by Supplier and/or Advertiser.

- b. No Sublicense. Unless You are so permitted as a Subnetwork, You may not: (i) sublicense, rent, lease, sell, resell, or outsource any Supplier Tools; or (ii) use any Supplier Tools in connection with aggregating, soliciting or recruiting Advertisers, other publishers, other sites or other persons to form or join a marketing, advertising or similar network. Any attempt to do the above will be null and void.
 - c. Use of the Supplier Name. This Agreement does not grant to You any license or right to use Supplier's name or any of its logos or trade or service names or marks except to the extent any trade or service name is part of any code made available to You as part of a Qualifying Link. Any public announcement by You regarding this Agreement or the Network or that otherwise refers to Supplier will require the prior written approval of Supplier. You agree not to disparage Supplier, the Network or any participants on the Network.
 - d. Duration. The license set forth in this section applies only while You remain a Publisher Partner on the Network and are in full compliance with this Agreement. Supplier may revoke this license at any time by giving You written notice.
- 4.2 License to Supplier. You grant Supplier a non-exclusive, worldwide, royalty-free, sublicensable, license to: (a) use and store any business name, contact information, data or Content You upload, deliver or otherwise make available to Supplier in order to perform services related to the Network; and (b) to reference Your participation in the Network as part of performing services related to the Network and Network Platform. Any uses of Your logos or other trademarks will be made in accordance with Your specified usage guidelines.
- 4.3 Data Ownership. As between You and Supplier, You own all data provided by You or that independently collect through Your sites without use of the Network, the Network Platform, or Supplier Tools, subject to the licenses granted under this Agreement; and Supplier owns all Platform Data.
- 4.4 Subnetworks. Notwithstanding anything to the contrary in this Section 4, if You are a Subnetwork, Supplier hereby grants You a license, on terms equivalent to Section 4.1, to further sublicense to Subpublishers for the Permitted Purpose, subject to Supplier's prior written consent and the following restrictions:
- a. In exchange for this right to sublicense, You agree to provide information regarding, as requested by Supplier, to the extent necessary to provide the services related to the Network and the Network Platform.

- b. Supplier agrees that it will not use Subpublisher information to solicit such Subpublishers to become Publisher Partners; provided, however, it will not be a violation for Supplier to (i) to engage in general solicitations of publishers as long as not directed at Subnetworks' Subpublishers; and (ii) permit a Subpublisher to sign up as a Publisher Partner in response to such a general solicitation.
- c. You will remain liable for all acts or omissions of any Subpublisher.

5. CONFIDENTIAL INFORMATION

- 5.1 Definition. "Confidential Information" means any material or information disclosed by the Disclosing Party to the Receiving Party that is marked or otherwise identified as confidential at the time of disclosure, or which given facts and circumstances under which such information is disclosed, should reasonably be considered confidential and proprietary; and includes the terms and conditions of this Agreement and all schedules, exhibits and amendments thereto.
- 5.2 Non-Disclosure. Each party ("**Receiving Party**") will keep the other party's ("**Disclosing Party**") Confidential Information secure using at least the same degree of care that it uses to protect its own Confidential Information, but no less than reasonable care, and will not disclose or use such other party's Confidential Information except to the extent reasonably necessary to perform its obligations or exercise its rights under this Agreement. Further, the Receiving Party may disclose the Disclosing Party's Confidential Information only to those of its employees, officers and directors, third-party consultants, and advisers, and the employees and officers of its Affiliates (collectively referred to as "**Representatives**") with a legitimate need to know such information in order to perform their respective duties; provided that (a) each such person has a legal or contractual obligation to maintain the confidentiality of such information, and (b) in the case of Representatives, no such Representative is a competitor of, or affiliate of a competitor of, the Disclosing Party. You are responsible for the use and storage of the password and ID issued by Supplier to access the Supplier Tools and will immediately notify Supplier in writing of any loss or involuntary disclosure thereof. Supplier reserves the right to change the password and ID issued to You in the event of a suspected breach of this Agreement or compromise of the security of Your account.
- 5.3 Exceptions. The term "**Confidential Information**" will not include information that (a) is or becomes publicly available without breach of this Agreement, (b) the Receiving Party obtains from a source other than the Disclosing Party, provided that the disclosure to the Receiving Party by such source is not known to the Receiving Party to be a violation of a confidentiality obligation of such source to the Disclosing Party, and (c) the Receiving Party knew prior to receiving such information from the Disclosing Party or develops independently without use of the disclosing party's trade secrets or confidential information, as shown by contemporaneous records. The confidentiality restrictions in this Agreement will not apply to disclosure by the Receiving Party of the Disclosing Party's Confidential Information to the extent required by law or court order, provided that the Receiving Party uses reasonable efforts to give the Disclosing Party prompt written notice of such requirement, in advance if possible, in order to give the Disclosing Party an opportunity to lawfully prevent or limit the scope of such disclosure.

6. PRIVACY; DATA PROTECTION

The provisions below are not intended as legal advice; You are responsible for determining what laws, including data privacy laws, to which You and Your business are subject.

6.1 Privacy Policy. To the extent required by applicable Data Protection Laws, You agree to maintain, on all Sites used by You in connection with Your participation in the Network, a privacy policy that meets the following criteria: (a) is accessible conspicuously from such Site's home page, with a link that contains the word "Privacy", "Legal", "Terms" or similar language; (b) provide necessary disclosures related to: (i) the use of tracking devices, including cookies and tracking devices enabled by Supplier at Your request on Your behalf; (ii) descriptions of data collection conducted by You (including for Interest-Based Advertising as defined below), and (iii) information about the how a user can exercise choices (including opt-out) available to visitors to Your sites, in or around Qualifying Links and other advertising content.

a. **"Interest-Based Advertising"** means each of (x) the collection of data across multiple digital properties or other sources for the purpose(s) of profiling and delivering advertising based on preferences or interests known or inferred from the data collected and (y) the collection of data about a user's activity on or in one digital property or source for the purpose(s) of profiling and delivering advertising based on that data on a different digital property.

6.2 Compliance with Additional Data Provisions. Depending on the location of Your business and the traffic through Your Sites, You further agree to the data protection provisions set forth in Schedule I. If You fail to comply with the requirements of this section, Supplier reserves the right to suspend payments that it reasonably believes is related to non-compliant activity, or to suspend or terminate Your account pursuant to the Agreement. If you determine that certain Data Protection Laws do not apply to you, then you agree to provide Supplier with your analysis concluding the same or, provide detailed information regarding the specific steps you take to ensure that individuals located in the applicable jurisdiction, or to otherwise ensure that individuals located in a particular regulated jurisdiction do not visit Your Site using the Network or Supplier Tools.

7. REPRESENTATIONS AND WARRANTIES

7.1 By both parties. Each party hereby represents, warrants, and agrees: (a) it is duly organized, validly existing, and has full authority to enter into this Agreement; (b) it has the full authority to perform its duties under this Agreement; (c) it will comply with all laws, rules and regulations applicable to the operation of its business and to its performance under this Agreement; and (d) performance under this Agreement does not conflict with any other duty to any other party under which it is bound, including proprietary and privacy rights.

7.2 By Publisher Partner. You further represent, warrant, and agree that: a) the information You provided as part of the registration process or otherwise, is and will be truthful, accurate and complete; and b) the digital property on which You include our Qualifying Links provides users a user-requested benefit.

- 7.3 Disclaimers. TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT AS EXPRESSLY OUTLINED ABOVE, SUPPLIER (INCLUDING ITS CONTRACTORS AND SUPPLIERS) PROVIDE THE NETWORK, THE NETWORK PLATFORM, THE TOOLS, AND THE SERVICES ASSOCIATED WITH THE NETWORK ON AN “AS-IS’ BASIS. SUPPLIER HEREBY DISCLAIMS AND MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING REPRESENTATIONS, GUARANTEES OR WARRANTIES AS TO ACCURACY, ADVERTISERABILITY, NON-INFRINGEMENT, COMPLETENESS, CURRENTNESS, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE. SUPPLIER DOES NOT WARRANT THAT YOUR USE OF THE NETWORK, THE NETWORK PLATFORM, OR SUPPLIER TOOLS WILL RESULT IN ANY PARTICULAR LEVEL OF INCOME OR BUSINESS TO YOU, OR THAT ANY QUALIFYING LINKS OR ENGAGEMENTS WILL BE AVAILABLE TO YOU.

8. LIMITATIONS OF LIABILITY

- 8.1 LIMITATION. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL LIABILITY OF SUPPLIER FOR ANY CLAIMS MADE UNDER THIS AGREEMENT WILL NOT, IN THE AGGREGATE, EXCEED AN AMOUNT EQUAL TO THE LESSER OF (A) THE AVERAGE OF COMMISSION FEES PAYABLE TO YOU BY NETWORK ADVERTISERS DURING THE THREE (3) MONTH PERIOD PRIOR TO ANY SUCH CLAIM, AND (B) USD \$1,000 OR THE EQUIVALENT IN THE APPLICABLE CURRENCY UNIT. YOU RECOGNIZE AND ACKNOWLEDGE THAT THIS LIMITATION OF LIABILITY IS FAIR AND REASONABLE, IN LIGHT OF THE FACT THAT SUPPLIER IS PROVIDING THIS SERVICE AT NO CHARGE TO YOU.
- 8.2 NO CONSEQUENTIAL DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY WILL BE LIABLE TO THE OTHER UNDER THIS AGREEMENT (WHETHER IN CONTRACT OR BASED ON WARRANTY, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES, INCLUDING LOSS OF REVENUE OR PROFITS, EVEN IF SUCH ENTITY WAS AWARE THAT SUCH DAMAGES COULD RESULT. THE FOREGOING WILL NOT LIMIT RECOVERY FOR (A) THIRD PARTY CLAIMS AGAINST SUPPLIER ARISING FROM YOUR BREACH OF THIS AGREEMENT, AND (B) YOUR INFRINGEMENT OR MISUSE OF SUPPLIER’S INTELLECTUAL PROPERTY RIGHTS.

9. INDEMNIFICATION

- 9.1 Indemnification by You. You agree to indemnify and hold harmless Supplier for and against any Claims that directly or indirectly arise out of or are based on (a) any breach of Your obligations under this Agreement, including failure to comply with applicable Data Protections Laws, or tax, labor or other applicable laws, (b) any breach by You of an Engagement, (c) Your negligence or willful misconduct, and (d) any actual or alleged infringement by You of any Intellectual Property Rights or other rights of any person.
- 9.2 Supplier Indemnification. Supplier agrees to indemnify and hold You harmless for and against any Claims that directly or indirectly arise out of or are based on (a) any breach of Supplier’s obligations under this Agreement, and/or (b) any claims that the Supplier owned Intellectual Property Rights licensed to You by Supplier, when used strictly as permitted under this Agreement, infringe any Intellectual Property Rights or other rights of any person.

- 9.3 Control of Defense. Supplier may, at its election in its sole discretion, assume the exclusive defense and control of any matter otherwise subject to indemnification. Supplier may participate in the defense of all claims as to which it does not assume defense and control, and You will not settle any such claim without Supplier's prior written consent.

10. AMENDMENTS; CHANGES IN SERVICES

- 10.1 Upon at least fourteen (14) days' prior written notice, Supplier may, at any time, (a) add to, remove or otherwise amend any or all terms, conditions and/or other provisions of this Agreement, including any Network Policies or (b) add, remove, suspend or discontinue any aspect of the Network, the Network Platform, and Supplier Tools.
- 10.2 YOUR CONTINUED USE OF THE NETWORK AND/OR OFFERING AFTER EXPIRATION OF ANY APPLICABLE PRIOR NOTICE PERIOD WILL CONSTITUTE YOUR BINDING AND LEGALLY ENFORCEABLE AGREEMENT TO SUCH AMENDMENT OR CHANGE, AS APPLICABLE. IF YOU DO NOT WISH TO ACCEPT ANY SUCH AMENDMENT OR CHANGE, THEN YOU MUST TERMINATE YOUR ACCOUNT IN THE NETWORK AND CEASE USING THE NETWORK, THE NETWORK PLATFORM, SUPPLIER TOOLS (INCLUDING QUALIFYING LINKS) AND ANY ASSOCIATED ENGAGEMENT.

11. TERMINATION; SUSPENSION

- 11.1 Termination. Either party may terminate this Agreement and Your participation in the Network at any time by providing written notice to the other party. Your removal of Qualifying Links from Your Site alone does not terminate an Engagement or this Agreement.
- 11.2 Suspension. Supplier may suspend, limit, restrict, condition or deny Your access to or use of all or any part of the Network, the Network Platform, the Supplier Tools, or any Qualifying Links at any time in its sole discretion.
- 11.3 Termination of Advertiser. Should an Advertiser's participation in the Network end or be suspended, Supplier may terminate or suspend all Qualifying Links with that Advertiser without notice and without obligation or liability to You.

12. EFFECTS OF TERMINATION

- 12.1 Termination. Upon any termination of this Agreement and/or Your participation on the Network:
- a. You will immediately cease to use and remove from all Site(s), whether or not controlled by You, all Qualifying Links and other Content or materials provided to You in connection with Your participation in the Network or Your use of the Network Platform and Supplier Tools.
 - b. All licenses and rights granted to You under this Agreement will immediately cease and terminate.

- c. Supplier may terminate or, in its sole discretion, direct or redirect all Qualifying Links continued to be used by You without Supplier or any Advertiser incurring any further liability or obligation to You.
 - d. All confidential information of Supplier (including as applicable any confidential information of Advertisers as and to the extent originally provided by Supplier) that is in Your possession or control must be immediately returned or destroyed, at Supplier's sole discretion. If requested, You will certify in a writing signed by You or an authorized officer as to the return or destruction of all such confidential or proprietary information.
 - e. You must, in accordance with Schedule I, follow all applicable Data Protection Laws and Supplier's guidelines (if applicable to the location of your operations) regarding the termination of Personal Data processing and the deletion of Personal Data.
- 12.2 Survival. All rights or remedies arising out of a breach of any terms of this Agreement will survive any such termination of this Agreement. Sections 5 – Confidential Information, 6 – Privacy; Data Protection, 7 – Representation and Warranties, 8 – Limitation of Liability, 9 - Indemnification and any provision which by its terms are intended to survive any expiration or termination of this Agreement, will survive any expiration or termination of this Agreement, for a period of five (5) years or by the term provided by law.

13. SPECIALTY PUBLISHER PARTNER TERMS

If you are a specialty publisher partner, You may be required to enter into an addendum that addresses the Your business model.

14. MISCELLANEOUS

- 14.1 Independent Contractors. The parties are independent contractors and not partners or joint venturers. This Agreement is governed by applicable civil legislation and nothing in this Agreement will confer upon either party any authority to obligate or bind the other in any respect or cause either party to have a fiduciary or employment relationship with the other.
- 14.2 Force Majeure. Supplier will not be liable to You by reason of any failure or delay in the performance of its obligations hereunder on account of shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, strikes, , earthquakes, interruptions in telecommunications services or internet facilities, pandemics or any other cause which is beyond the reasonable control of Supplier, whether or not similar to the foregoing
- 14.3 Assignability. You may not assign or delegate any of the rights or obligations under this Agreement, and any such attempted assignment or delegation will be void. This Agreement is binding on and inures to the benefit of the respective permitted successors, heirs and assigns of each party.
- 14.4 Severability. If any portion of this Agreement is held by a court with jurisdiction to be invalid or unenforceable, the remaining portions hereof, will remain in full force and effect. If any provision

of this Agreement will be judicially unenforceable in any jurisdiction, such provision will not be affected with respect to any other jurisdiction.

- 14.5 UN Convention. This Agreement will not be governed by the provisions of the 1980 United Nations Convention on Contracts for the International Sale of Goods.
- 14.6 Governing Law. Except as otherwise provided in Schedule II, this Agreement and any non-contractual rights or obligations arising out of or in connection with it will be governed by and construed in accordance with the laws of the State of New York, U.S.A., without regard to its conflicts of law principles.
- 14.7 Dispute Resolution. Except for actions seeking equitable or injunctive relief or as otherwise set forth in Schedule III, any dispute, controversy or claim arising out of or relating to this Agreement, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to this Agreement, will be referred to and finally resolved by arbitration as set forth in Schedule III. Notwithstanding the foregoing, either party will be entitled to apply to any court of competent jurisdiction for injunctive relief, without bond, to restrain any actual or threatened conduct in violation of this Agreement or to specifically enforce any party's obligations under this Agreement.

UNLESS PROHIBITED BY APPLICABLE LAW, ANY PROCEEDINGS TO RESOLVE OR LITIGATE ANY DISPUTE IN ANY FORUM WILL BE CONDUCTED SOLELY ON AN INDIVIDUAL BASIS. NEITHER YOU NOR SUPPLIER WILL SEEK TO HAVE ANY DISPUTE HEARD AS A CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR IN ANY OTHER PROCEEDING IN WHICH EITHER PARTY ACTS OR PROPOSES TO ACT IN A REPRESENTATIVE CAPACITY. NO ARBITRATION OR OTHER PROCEEDING WILL BE COMBINED WITH ANOTHER WITHOUT THE PRIOR WRITTEN CONSENT OF ALL PARTIES TO ALL AFFECTED ARBITRATIONS OR PROCEEDINGS.

- 14.8 Entire Agreement; Third Party Beneficiaries. This Agreement is the entire agreement between the parties pertaining to its subject matter and supersedes all prior written or oral agreements with respect to such subject matter. There are no third-party beneficiaries of this Agreement. The headings of sections or other subdivisions of this Agreement will not affect in any way the meaning or interpretation of this Agreement.
- 14.9 Notices. Supplier may provide notices to You by posting notices or links to notices in the Network Platform or by e-mail, regular mail, overnight courier or facsimile at Your contact addresses of record for the Network. Notices to Supplier must be sent, postage prepaid, by registered or certified mail or by international or domestic overnight courier, to the address specified in Schedule II with a copy to ra-legalnotices@mail.rakuten.com.
- 14.10 Language; Interpretation. This Agreement may be translated into different language versions and, except as provided by applicable law, the English language versions of this Agreement and Network Policies are the controlling versions thereof and will prevail.

Schedule A: PMA Defined Terms

“Advertiser” means an entity that participates in the Network and recruits Publisher Partners to enter into Engagements.

“APAC Region” means China, Hong Kong, India, Indonesia, Japan, South Korea, Philippines, Malaysia, Pakistan, Singapore, Taiwan, Thailand or Vietnam.

“Claim” means all claims, actions, demands, liabilities, losses, damages, penalties, interest, judgments, settlements, costs and expenses (including reasonable attorneys’ fees).

“Company Content” means Company's trademarks, trade names, trade dress, internet domain names, websites, logos, keywords (identifying Company), creative, copy and other content to the extent provided by Company to Supplier in connection with the Services.

“Data Protection Laws” means any data protection law or regulation applicable under this Agreement.

“EEA” means the European Economic Area as defined by applicable laws.

“Engagement” means any type of agreement or arrangement between You and an Advertiser facilitated through Supplier Network whereby Advertiser agrees to pay You commissions or fees to assist in the promotion of Advertiser’s brand, products or services measured by Tracked Activities. A **“Direct Engagement”** refers to those instances in which the Supplier is as an agent for Advertiser, such that the Engagement is directly between You and Supplier, acting on its own behalf.

The words **“include”**, **“includes”**, and **“including”** will be deemed to be followed by the phrase “without limitation.”

“Intellectual Property Rights” means all patent, trade secret, trademark, copyright, moral rights, database rights, rights of publicity and other intellectual property and proprietary rights, whether or not registered.

“Network” means the online affiliate marketing network operated by Supplier through which Publisher Partners may enter into Engagements with Advertisers.

“Network Platform” means the Supplier platform through which Advertisers and Publisher Partner manage their Engagements.

“Network Policies” means all Supplier’s acceptable use policies and other posted policies that apply to its affiliate marketing network as in effect from time to time. The Network Policies can be accessed by clicking [here](#).

“Permitted Purpose” means participation as a Publisher Partner in the Network, including entry into Engagements with Advertisers.

“Personal Data” means “personally identifiable information,” “personal information,” “personal data” or any equivalent term under applicable Data Protection Laws but is limited to Personal Data processed under the terms of this Agreement.

Rakuten Advertising

“**Publisher Partner**” means a legal entity or an individual that participates in the Network and, through such participation and use of the Network or Network Platform, makes itself available to be recruited or to enter into Engagements.

“**Platform Data**” means all data and statistics associated or generated in connection with the Network, Network Platform, and Supplier Tools but excluding any data provided directly by You.

“**Qualifying Link**” means a link that is provided or authorized by Supplier to be displayed, distributed or placed on or by Publisher Partner pursuant to an Engagement and which, through addition and/or use of any technology and/or methodology, can be tracked so that such Supplier or Advertiser can monitor Tracked Activities achieved by the display, distribution and/or placement of such link.

“**Site**” means a website, application, or other digital property that is accessible to consumers.

“**Subnetwork**” means the operator of a marketing network of further publishers to facilitate, amongst other things, affiliate and performance marketing, which has entered this Agreement to join the Network to market advertisers or their products as a Publisher.

“**Subpublisher**” means the operator of a website, application or service, which has agreed with the Subnetwork to market advertisers or their products

“**Supplier**” means Rakuten Marketing LLC dba Rakuten Advertising on behalf of itself and its Corporate Affiliates specified in Schedule II. An “**Affiliate**” means an entity that controls, is controlled by or is under common control with Supplier entity.

“**Supplier Tools**” means technology, software, reports and databases, account management and other services that may be made available from time to time by Supplier for use in Engagements, including Supplier owned Qualifying Links, but excluding Qualifying Links provided by Advertisers.

“**Tracked Activity**” means any type of pre-agreed or predefined activity or result that is sought by an Advertiser in relation to a Qualifying Link and specified as eligible for compensation by the respective Advertiser as part of an Engagement. Examples of the kinds of Tracked Activities that an Advertiser may seek may include impressions, click-throughs, the sale of products or services, the downloading of software, files or other items, the completion of an application, registration or other form, the opening of an account, membership enrollment, the printing of a coupon (for offline redemption) or any other kind of action that can be tracked.

SCHEDULE I: DATA PROTECTION PROVISIONS

Your Location*	Data Protection Provision
United States	<p><u>California Privacy Law</u>. The collection of Personal Data that occurs as part of Your participation in the Network will require disclosures regarding the collection, use and sale of end user personal information that are triggered when a user accesses links or advertisements on Your site, and may involve Your sale of Personal Data to Supplier governed by the California Consumer Privacy Act of 2018 and its implementing regulations, as may be amended from time-to-time (collectively, the “<u>CCPA</u>”).</p> <ol style="list-style-type: none"> a. You hereby represent, warrant and covenant that You will provide the required notice and opt-out links specified by Supplier, or as otherwise agreed by You and Supplier. b. If You operate a Subnetwork, You represent, warrant and covenant that You will require participants in Your subnetwork to provide the required notice and opt-out links specified by Supplier, or as otherwise agreed by You and Supplier. c. If You qualify as a business under the CCPA, then You hereby represent, warrant, covenant and agree that (i) You will provide end users disclosures required for the parties to collect, receive, disclose, use and sell Personal Data under the terms of this Agreement in accordance with the CCPA; and (ii) to the extent an end-user properly executes their right under the CCPA to opt-out of the sale of Personal Data about them, You will promptly communicate the opt-out to Supplier using the specifications identified by Supplier; (iii) once Supplier processes any such opt-out, You agree that Supplier will be a service provider to You with respect to any Personal Data processed about that end user under the terms of this Agreement. As a service provider, Supplier will not collect, retain, use, sell or otherwise disclose any relevant Personal Data for any purpose other than as required by applicable law or for the specific purpose of performing the services specified in this Agreement, including the processing of Personal Data to improve the advertising services made available to You by Supplier. <p>If You determine that CCPA does not apply to You, then You will provide Supplier with Your analysis concluding the same or, provide detailed information regarding the specific steps You take to ensure that individuals residing in California do not visit Your Site via our services and technology.</p>
Brazil	<p>Brazilian Privacy Laws. If You operate Your site from Brazil or Your site receives or targets end users located in Brazil, You are subject to the Lei Geral de Proteção de Dados Pessoais (“<u>LGPD</u>”, Federal Law nº 13.709/2018) and Marco Civil da Internet (“<u>MCI</u>”, Federal Law nº 12.965/2014), (“<u>Brazilian Privacy Laws</u>”), which, among other things, establishes rights for end users and creates a series of obligations for the providers of internet applications and connections, principally as a means of guaranteeing freedom of expression and privacy for users and You agree to comply with the Brazilian Privacy Laws.</p> <p>For the purpose of this section, “<u>Personal Data</u>”, “<u>Process/Processing</u>”, “<u>Controller</u>”, “<u>Processor</u>”, “<u>Data Subject</u>”, and “<u>Consent</u>” have the same meanings given to them in the Brazilian Privacy Laws, “<u>Security Incident</u>” has the same meaning given to it by the National Authority for Protection of Data (“<u>ANPD</u>”), and “<u>Competent Authority</u>” means any authority, including judicial authorities, competent to inspect, judge and apply the relevant legislation, including, but not limited to, the ANPD.</p> <ol style="list-style-type: none"> a. <u>Role of the Parties</u>. In order to participate in the Network and to enter into Engagements, You collect, use, Process or share Personal Data with Supplier for the Permitted Purposes. You are a Controller of the Personal Data You provide to Supplier. In addition to the Personal Data You provide to Supplier; Supplier also collects and uses Personal Data for the Permitted Purposes. Supplier is a Controller of the Personal Data that it collects and uses as a separate and independent Controller for the Permitted Purposes. In no event will the Parties process the Personal Data as joint Controllers.

	<p>b. Obligations. Each party will use the Personal Data in accordance with applicable Brazilian Privacy Laws and will individually and separately fulfill all obligations that apply to it as a Controller under such laws, including:</p> <ul style="list-style-type: none"> i. identifying, disclosing and establishing a legal basis for Processing Personal Data; ii. fulfilling transparency requirements regarding the Processing of Personal Data; iii. respecting the rights of the Data Subjects provided in the Brazilian Data Laws; iv. Processing Personal Data pursuant to a legal basis; v. implementing appropriate security, technical and administrative measures capable of protecting Personal Data from Security Incidents and ensuring a level of security appropriate to the Processing risks. <p>c. Notwithstanding the foregoing, Publisher will assure it:</p> <ul style="list-style-type: none"> i. obtains the necessary Consent from Data Subjects on behalf of Supplier in order for Supplier to Process the Personal Data for the Permitted Purposes; ii. cooperates with Supplier to implement a process for relaying the Consent or legal basis necessary to allow Supplier to perform its obligations under this Agreement iii. provides Data Subjects with the ability to freely and at any time withdraw such Consent; iv. informs the Supplier immediately when it becomes aware of or has a serious suspicion of any Security Incident that affects or may affect any Personal Data (such notification must contain, at least, the requirements provided for in Article 48 of the LGPD; v. provides the Supplier with all reasonable assistance to enable it to notify any Security Incident to the ANPD and/or Data Subjects, if Supplier is required to do so under the Data Protection Laws; vi. takes all requested steps to identify and remedy the underlying cause of the Security Incident, in order to prevent or minimize the risk of recurrence and the occurrence of similar Security Incidents; vii. provides full cooperation and assistance in responding to requests from Data Subjects, whenever necessary, <p>d. You will take all steps reasonably requested by Supplier to ensure Supplier’s compliance with applicable Data Protection Laws. In the event that either Party receives any correspondence, inquiry or complaint from a Data Subject, ANPD, or any Competent Authority (“Inquiry”) related to the use of Personal Data for the Permitted Purposes or the processing of Personal Data by the other Party, it will promptly inform the other Party and provide full details of the Inquiry. The Parties shall cooperate in good faith to timely respond to the Inquiry in accordance with requirements under Brazilian Privacy Laws.</p> <p>e. Subnetwork Obligations. If You operate a Subnetwork, You represent, warrant and covenant that You will require participants in Your subnetwork to provide the required notice, consent and opt-out links specified by Supplier, as otherwise agreed by You and Supplier, or as required by law.</p> <p>f. International Data Transfers. The parties acknowledge that Personal Data collected and/or Processed in the Federative Republic of Brazil shall be collected by Supplier’s Brazilian affiliate, Rakuten Marketing Brazil Limitada. Rakuten Marketing Brazil Limitada may transfer Personal Data from Brazil to its affiliates in other countries and other territories where the laws governing the level of protection for Personal Data differs from that of Brazil. Such transfers rely on the Rakuten, Inc. Binding Corporate Rules (BCR) which have been submitted for approval by the ANPD. For more information on the BCR’s please visit https://corp.rakuten.co.jp/privacy/en/bcr.html.</p> <p>You further agree that:</p>
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	<p>a. Any use by You of Qualifying Links as described in this Agreement will comply with the Brazilian Privacy Laws.</p> <p>b. You will take additional measures to comply with any provisions of the Brazilian Privacy Laws limiting the transmission of unsolicited commercial email.</p>
<p>The United Kingdom, EEA and Switzerland</p>	<p>EU Privacy Laws. “EU Privacy Laws” means the European Union General Data Protection Regulation (“GDPR”), the European Union Directive on Privacy and Electronic Communications (the ePrivacy directive) and any local implementing laws, including any subsequent legislation replacing or amending any such laws from time to time. For the purpose of this section, “<u>Personal Data</u>”, “<u>Process/Processing</u>”, “<u>Controller</u>”, “<u>Processor</u>”, “<u>Data Subject</u>”, and “<u>Supervisory Authority</u>” have the same meanings given to them in the EU Privacy Laws.</p> <p>a. <u>Role of the Parties.</u> In order to participate in the Network and to enter into Engagements, You collect, use and share Personal Data with Supplier for the Permitted Purposes. You are a Controller of the Personal Data You provide to Supplier. In addition to the Personal Data You provide to Supplier, Supplier also collects and uses Personal Data for the Permitted Purposes. Supplier is a Controller of the Personal Data that it collects and uses as a separate and independent Controller for the Permitted Purposes. In no event will the Parties process the Personal Data as joint Controllers.</p> <p>b. <u>Obligations.</u> Each party will use the Personal Data in accordance with applicable Data Protection Laws and will individually and separately fulfill all obligations that apply to it as a Controller under the EU Privacy Laws, including: (a) identifying, disclosing and establishing its independent legal basis for processing and disclosing Personal Data; (b) fulfilling transparency requirements regarding its use of and disclosure of Personal Data; (c) implementing appropriate technical and organizational measures to ensure a level of security appropriate to the risk. Notwithstanding the foregoing, Publisher will assure it: (x) obtains the necessary consent from Data Subjects on behalf of Supplier in order for Supplier to Process the Personal Data for the Permitted Purposes, (y) shares such consent with Supplier in a manner that is mutually agreed upon (e.g., IAB Europe’s GDPR Transparency and Consent Framework); and (z) provides Data Subjects with the ability to withdraw such consent, in each case via the technology made available to Publisher by Supplier or such other consent tool approved by Supplier. Publisher will take all steps reasonably requested by Supplier to ensure Supplier’s compliance with applicable Data Protection Laws. In the event that either Party receives any correspondence, inquiry or complaint from a Data Subject or Supervisory Authority (“Inquiry”) related to the use of Personal Data for the Permitted Purposes or the processing of Personal Data by the other Party, it will promptly inform the other Party and provide full details of the Inquiry. The Parties shall cooperate in good faith to timely respond to the Inquiry in accordance with requirements under the applicable Data Protection Laws.</p> <p>c. <u>Subnetwork Obligations.</u> If You operate a Subnetwork, You represent, warrant and covenant that You will require participants in Your subnetwork to provide the required notice, consent and opt-out links specified by Supplier, as otherwise agreed by You and Supplier, or as required by law.</p> <p>d. <u>International Data Transfers.</u> The parties acknowledge that Personal Data collected in the European Union (“EU”) or European Economic Area (“EEA”) shall be collected by Supplier’s European affiliate, Rakuten Marketing Europe Ltd. Rakuten Marketing Europe Ltd. May transfer Personal Data from the EU or EEA to its affiliates in the United States or other territories where the laws governing the level of protection for Personal Data differs from that of the EU and EEA. Such transfers rely on the Rakuten, Inc. Binding Corporate Rules (BCR) which have been approved by the Luxembourg Data Protection Authority. For more information on the BCR’s please visit https://corp.rakuten.co.jp/privacy/en/bcr.html.</p>

* “**Your Location**” in this schedule includes (a) the place where you operate your business; (b) the place(s) you market to or target advertising to individuals; or; (c) the place You collect or otherwise process any Personal Data; or (d) the place You are otherwise subject to applicable Data Protection Laws.

SCHEDULE II: SUPPLIER / NOTICES / GOVERNING LAW / VENUE

The location from which you operate your business	Supplier entity; Notices	Governing Law
All countries other than those noted below	<p>Rakuten Marketing LLC dba Rakuten Advertising</p> <p>Notice Address: Rakuten Advertising Attn: General Counsel. 800 Concar Drive Suite 175 San Mateo, CA 94402 with a copy to ra-legalnotices@mail.rakuten.com.</p>	The laws of the state of New York, U.S.A.
Brazil	<p>Rakuten Marketing Brazil Limitada</p> <p>Notice Address: Rakuten Marketing Brasil Ltda., Attn: Managing Director, Rua Nicolas Boer, 399, 3º andar, CEP 01140-060, São Paulo, SP, Brasil, with a copy to ra-legalnotices@mail.rakuten.com.</p>	<p>The legal system of the Federative Republic of Brazil.</p> <p>This Agreement is governed by Civil Legislation therefore there is no employment relationship between the parties. This condition will be irrevocable and shall be confirmed in any court or tribunal. Without limiting any of the provisions of the Agreement, You agree to indemnify, defend and hold Supplier and its service providers harmless from and against any: (a) labor, fiscal or social security claim arising from Your non-compliance with labor laws, non-payment of charges, fees or taxes owned by you in respect of labor obligations, tax and/or social security, and (b) labor claims or actions of any kind promoted by Your employees, agents, or by thirds parties involved in the activities conducted by You under this Agreement, including legal costs and attorney’s fees.</p>
The United Kingdom, EEA and Switzerland	<p>Rakuten Marketing Europe Limited</p> <p>Notice Address: Rakuten Marketing Europe Limited, Attn: Managing Director, 71 Queen Victoria Street, 7th Floor, London, England, EC4V 4AY with a copy to ra-legalnotices@mail.rakuten.com.</p>	The laws of England and Wales.
The APAC region	<p>Rakuten Marketing Australia Pty Ltd</p> <p>Notice Address: Rakuten Marketing Australia Pty Ltd., Attn: Managing Director, Level 11, 8 Spring Street, Sydney NSW 2000, Australia, with a copy to ra-legalnotices@mail.rakuten.com.</p>	The laws of Singapore.
Australia	<p>Rakuten Marketing Australia Pty Ltd</p> <p>Notice Address: Rakuten Marketing Australia Pty Ltd., Attn: Managing Director, Level 11, 8 Spring Street, Sydney NSW 2000, Australia, with a copy to ra-legalnotices@mail.rakuten.com.</p>	The laws of New South Wales, Australia.

SCHEDULE III: DISPUTE RESOLUTION PROVISIONS

Your Location	Dispute Resolution Provision: Unless otherwise specified in Section 14 of the Agreement, the following dispute resolution provision will apply based on Your location:
All countries other than those noted below	All disputes will be administered by the International Institute for Conflict Prevention and Resolution (“CPR”), in accordance with the CPR Rules for Administered Arbitration by a panel of three (3) arbitrators, of whom each party will designate one, with the third arbitrator to be designated by the two party-appointed arbitrators. Such arbitration will be conducted in New York, New York in the English language. The arbitrators will establish procedures under which each party will be entitled to conduct discovery and will award to the prevailing party in any such dispute the costs and expenses of the proceeding, including reasonable attorney’s fees. The arbitration will be governed by the Federal Arbitration Act, 9 U.S.C. 1 et. seq., and except as set forth below, the arbitral award will be final, binding and incontestable and judgment thereon may be entered in any court of competent jurisdiction. The arbitrators will award only such damages as are permitted to be awarded pursuant to this Agreement. The arbitrators must render their award within 30 days following the last hearing scheduled by the arbitrators and at that time state the reasons for their award in writing. An appeal may be taken under the CPR Arbitration Appeal Procedure from any final award of an arbitral panel in any arbitration arising out of or related to this Agreement that is conducted in accordance with such procedure. Unless otherwise agreed by the parties and the appeal tribunal, the appeal will be conducted at the place of the original arbitration.
Brazil	All disputes will be referred to and finally resolved in civil court This Agreement shall be construed in accordance with and governed by the substantive law of the Federative Republic of Brazil. The Parties elect the jurisdiction of the judiciary district of São Paulo, state of São Paulo to settle any disputes and controversies arising from this Agreement, excluding any other without taking into account any privileges that may arise from them now on.
The United Kingdom, EEA and Switzerland	All disputes will be referred to and finally resolved by arbitration under the Arbitration Rules of the London Court of International Arbitration (the “Rules”) save that any requirement in the Rules to take account of the nationality of a person considered for appointment as an arbitrator will be disapplied and a person may be nominated or appointed as an arbitrator (including as chairman) regardless of nationality. There will be three arbitrators, two of whom will be nominated by the respective parties in accordance with the Rules and the third, who will be the Chairman of the tribunal, will be nominated by the two party nominated arbitrators within 14 days of the last of their appointments. The seat, or legal place, of arbitration will be London, England. The language to be used in the arbitral proceedings will be English. Judgment on any award may be entered in any court having jurisdiction thereover.
The APAC region	All disputes will be referred to and finally settled under the provisions of the Rules of Arbitration of Singapore International Arbitration Centre (“SIAC”). The arbitration will be conducted in English and the venue of arbitration will be SIAC, Singapore. There will be 3 arbitrators appointed as follows. Each of the Parties will appoint an arbitrator and the 2 appointed arbitrators will appoint the third arbitrator. If the parties fail to appoint arbitrators within 30 days of the matter being referred to arbitration, the arbitrators will be appointed in accordance with the SIAC Rules. The parties agree that any directions of the arbitrators and the outcome of the arbitration proceedings will be final and binding upon the Parties. Each party will bear the cost of preparing and presenting its case. The cost of arbitration, and specifically the fees and expenses of the arbitrators, will be shared equally by the Parties unless the award provides otherwise. The Parties agree that they will continue to perform their respective obligations under this Agreement, notwithstanding any arbitration proceeding being conducted in accordance with this section.
Australia	All disputes will be referred to and finally settled by arbitration administered by the Australian Commercial Disputes Centre (“ACDC”) under the ACDC Rules for Arbitration in effect at the time the dispute is referred to the ACDC and which terms are hereby deemed incorporated into this agreement by reference (the “Rules”).