

## GENERAL TERMS AND CONDITIONS

These General Terms and Conditions (the “General Terms and Conditions”) are made by and between Gameloft (“Gameloft”) and the advertiser (or the advertising agency, if the corresponding Insertion Order is executed by the advertising agency) (“You”) (each a “Party” and, collectively, the “Parties”).

1. **Objective:** These General Terms and Conditions allow Gameloft to deliver advertising displaying certain creative materials as provided by You to Gameloft or as created by Gameloft itself, promoting the advertiser’s services and/or products under the advertiser’s trademarks and logos (“Advertising Format(s)”) on selected mobile content published by Gameloft (“Gameloft Content”) or by the Advertiser (“Advertiser Content”) or by any Gameloft partner (“Partner Content”) for the Term specified below (the foregoing shall be the “Purpose” of these General Terms and Conditions).

For the purpose of these General Terms and Conditions, “Advertising Formats” refer to:

- i) Classic ad formats, such as banners and interstitials, and other formats determined by Gameloft to be classic ad formats (“Classic Media Advertising Format(s)”), and
- ii) Rich-media ad formats, such as the Mini-Game, Form, Site and Motion Interstitial formats, and any other innovative formats developed in the future by Gameloft (“Rich-Media Advertising Format(s)”), and
- iii) Native ad formats, including sponsored events, product placement, in-feed formats, and other formats determined by Gameloft to be native ad formats (“Native Advertising Format(s)”).

Schedule 1 forms an integral part of the General Terms and Conditions.

### 2. **Gameloft's Responsibilities:**

(a) Subject to the terms and conditions of these General Terms and Conditions, Gameloft agrees to provide certain advertising inventory, specifically within Gameloft Content (and Advertiser Content and/or Partner Content, as the case may be), at its discretion, to You during the Term as described in each corresponding Insertion Order.

(b) In furtherance of the foregoing, and subject to these General Terms and Conditions, Gameloft hereby agrees to provide limited services to You, whereby Gameloft will (i) install and incorporate software code for Classic Media Advertising Formats or (ii) create, develop and maintain the Rich-Media Advertising Formats and (iii) serve and deliver the agreed-upon Advertising Formats in Gameloft Content and/or Partner Content (and Advertiser Content, as the case may be) during the Term (the “Service(s)”), as agreed in each Insertion Order attached to these General Terms and Conditions and in accordance with the scope of work and the technical specifications set forth in the Insertion Order. The Service, as provided to You, may include, among other things, standard advertising management services, such as ad serving, trafficking, and campaign management.

(c) Gameloft may at any time and without prior notice suspend the Services and/or remove or disable any Advertising Formats that give Gameloft a reason or reasonable cause for concern related to such Advertising Formats or use. Gameloft will promptly notify You of any such suspension or disablement. Gameloft shall not be responsible for any lost revenue to You that results, either directly or indirectly, from suspension or disablement of the Services pursuant to Section 2(c).

### 3. **Your Responsibilities:**

(a) Subject to these General Terms and Conditions, You agree to provide Gameloft with creative materials for the purpose of the creation and display of the Advertising Formats in Gameloft Content and/or Partner Content (or Advertiser Content, as the case may be), according to Gameloft specifications provided by Gameloft from time to time, and within the required time specified in each Insertion Order. Such creative materials may include fonts and music tracks previously acquired by You.

(b) Once Gameloft requires your approval on a Rich-Media Advertising Format, You shall ensure that You will send feedback within five (5) calendar days. The absence of an answer within this 5-day period will be considered as acceptance of the Rich-Media Advertising Format.

(c) You agree to indicate to Gameloft the list of Advertiser Content displaying Rich-Media Advertising Formats in the Insertion Order, to the exclusion of any other website and/or mobile application.

4. **Fees and Payments:**

(a) During the Term, You shall pay Gameloft the amounts agreed between the Parties according to each Insertion Order attached to these General Terms and Conditions.

(b) You may be subject to penalty fees in the case that you cancel the campaign as set forth in Article 10 c) and the Insertion Order.

(c) Except as otherwise agreed by the Parties in the Insertion Order, Gameloft shall be solely responsible for any costs or expenses it incurs in connection with the provision of the Services or performance of its obligations under these General Terms and Conditions including, without limitation, expenses associated with any costs of operating and maintaining the Services.

5. **Reservation of Rights:**

(a) You grant to Gameloft the non-exclusive and non-transferable right to deploy and use the Advertising Formats during the Term and in the Territory set forth in the Insertion Order and pursuant to the limited rights expressly granted and specifically set forth in these General Terms and Conditions. You further grant to Gameloft the right to display the Advertising Formats created by Gameloft on its corporate website, blog and application for demonstration purposes only, after the termination of the campaign for an unlimited period.

(b) Gameloft is the exclusive owner of all right, title and interest in and to all content, designs, software, databases, look and feel, user interface and other aspects and technologies related to Gameloft Content, and any enhancements thereto. You acknowledge that Gameloft shall retain (i) all proprietary rights in the Gameloft Content, Service (including all software, source code, modifications, updates and enhancements thereof), (ii) the creative materials of the Classic Media Advertising Formats created by Gameloft and (iii) any other trademarks and logos which are owned or controlled by Gameloft and made available to You under these General Terms and Conditions.

The Parties agree and acknowledge that Rich-Media Advertising Formats are made up of:

- i) The creative materials provided by You, including without limitation all documents, drawings, designs, negatives, which shall remain Your sole property, and

- ii) The creative materials developed, created and designed by Gameloft (such as source code, software, drawings, designs and any other elements used for the development of the Rich-Media Advertising Formats) which shall remain the sole property of Gameloft.

For the sake of clarity, neither Party can use the creative materials owned by the other Party and part of the Rich-Media Advertising Formats without the prior written consent of the other Party outside the scope of this Agreement or after its expiry or early termination.

Upon completion of the Rich-Media Advertising Formats, Gameloft shall undertake to promptly return to You without keeping any paper or digital copies, any creative material or other data, content or materials belonging to You.

#### 6. **Warranty and Disclaimer:**

(a) Gameloft represents and warrants to You that: (i) the content displayed in all Gameloft Content where Advertising Formats will be displayed, and the creative materials provided by Gameloft to be included within Advertising Formats, are either original to Gameloft or Gameloft has all necessary rights to use them and they do not violate any applicable laws; (ii) Gameloft has the power and authority to enter into and perform Gameloft's obligations under these General Terms and Conditions; (iii) to the best of Gameloft's knowledge, it currently has no restrictions that would impair its ability to perform its obligations under these General Terms and Conditions; and (iv) performance of its obligations hereunder shall be in compliance with all applicable laws, rules and/or regulations.

(b) You represent and warrant to Gameloft that: (i) the content displayed in all Advertiser Content where Advertising Formats will be displayed is either original to the Advertiser or the Advertiser has all necessary rights to use it and it does not violate any applicable laws; (ii) all creative materials provided to Gameloft and included within the Advertising Formats are either original to You or You have all necessary rights to use such materials for the purposes described herein; (iii) You have the power and authority to enter into and perform its obligations under these General Terms and Conditions; (iv) to the best of Your knowledge, it currently has no restrictions that would impair its ability to perform its obligations under these General Terms and Conditions; (v) all creative materials provided to Gameloft and included within the Advertising Formats shall not contain any of the following content, at Gameloft's sole discretion: indecent, obscene or pornographic material; hate speech; highly controversial content; drugs; cigarettes and content associated with smoking; content that promotes violence; content that violates any applicable law, regulation or third parties; and content that disparages, ridicules, derogates, harasses, threatens, defames, or libels any third-party or any product or service provided by a third-party; (vi) all creative materials provided to Gameloft and included within the Advertising Formats shall not contain or proliferate viruses, spyware, adware or malicious code and shall not otherwise overburden, disrupt, damage, or impair the mobile content and games provided by Gameloft and to third parties; (vii) all creative materials provided to Gameloft and included within the Advertising Formats are legal to distribute, do not and shall not infringe on any third-party intellectual property right (including, without limitation, trademarks, patents, copyrights, rights of publicity, moral rights, or any other third-party right) and do not otherwise violate any applicable law or regulation (including the European General Data Protection Regulation (Regulation (EU) 2016/679) and the Children's Online Privacy Protection Act ("COPPA")), including any criminal law; and (viii) performance of its obligations hereunder shall be in compliance with all applicable laws, rules and/or regulations. Notwithstanding the foregoing, advertisements for some categories of products and services (such as alcohol and tobacco) are subject to prohibition or restrictions with respect to the laws or regulations of certain countries, and You represent and warrant that it shall not violate applicable laws or regulations for any location that your campaign targets in its Advertising Formats.

(c) EXCEPT FOR THE FOREGOING, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND AND EACH PARTY HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES PROVIDED UNDER UNIFORM COMMERCIAL CODE § 2-312 OR ANY SIMILAR STATE STATUTE, RULE, REGULATION, OR PROVISION. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS DOES NOT APPLY TO THIS AGREEMENT. IN PARTICULAR, GAMELOFT MAKES NO WARRANTIES ON PARTNER CONTENT THAT IS NOT PUBLISHED UNDER ITS RESPONSIBILITY.

7. **Confidentiality:**

(a) Each Party agrees that all business, technical and financial information it obtains from the other Party is the confidential property of the disclosing party (“Proprietary Information” of the disclosing party). Except as expressly allowed herein, the receiving party will hold in confidence and not use or disclose any Proprietary Information of the disclosing party. The receiving party will protect Proprietary Information in the same manner that it protects its own information of a similar nature, but in no event with less than reasonable care. The receiving party shall not be obligated under Section 7 with respect to information the receiving party can document (i) is or has become readily publicly available without restriction through no fault of the receiving party or its employees or agents; (ii) is disclosed with the prior approval of the disclosing party; (iii) is received without restriction from a third party lawfully in possession of such information; (iv) was rightfully in the possession of the receiving party without restriction prior to its disclosure by the other party; or (v) was independently developed by employees or consultants of the receiving party without access to such Proprietary Information. Notwithstanding the foregoing, the receiving party may disclose Proprietary Information of the disclosing party in response to a valid order by a court or other governmental body, as otherwise required by the rules of any applicable securities exchange, or as necessary to establish the rights of either Party under these Terms; provided, however, that both the disclosing party and the receiving party will stipulate any orders necessary to protect such information from public disclosure.

(b) All personally identifiable information provided by individual users who are informed that such information is being gathered solely on behalf of Gameloft, pursuant to Gameloft’s posted privacy policy, is the property of Gameloft, and is subject to Gameloft’s posted privacy policy and Schedule 1 of these General Terms and Conditions.

8. **Limited Liability:** EXCEPT WITH RESPECT TO INDEMNIFICATION OBLIGATIONS HEREIN, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY UNDER CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL THEORY FOR (I) ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THE SUBJECT MATTER OF THESE GENERAL TERMS AND CONDITIONS; OR (II) ANY COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES.

9. **Indemnity:**

(a) Gameloft agrees to defend, indemnify, and hold You harmless from any liability, damages, costs and expenses, including reasonable attorneys’ fees, resulting from a claim, settlement or proceeding brought by a third-party (“Third-Party Claim”) and relating to: (i) a breach of any material obligation, representation or warranty provided by Gameloft under these General Terms and Conditions; and (ii) Gameloft Content found by a court of competent jurisdiction to have infringed or misappropriated any third-party intellectual property right. You will promptly notify Gameloft in writing of any such claim. You shall give Gameloft sole control over the defense and/or settlement of any such claim, except

that Gameloft will not agree to any settlement or compromise that would require You to make any payments or bear any obligations unless Gameloft obtains Your prior-written approval. You shall give Gameloft reasonable assistance in such defense at Gameloft's expense. Notwithstanding the foregoing, Gameloft will not be liable for any losses resulting from claims, to the extent that such claims result from (1) Gameloft's customization of Advertising Formats based upon detailed specifications, materials, or information provided by You; or (2) a user viewing an Advertising Format outside of the targeting set forth on the Insertion Order, which viewing is not directly attributable to Gameloft's serving such Advertising Formats in breach of such targeting; or (3) whether Partner Content is found by a court of competent jurisdiction to have infringed or misappropriated any third-party intellectual property right.

(b) You agree to defend, indemnify, and hold Gameloft harmless from any liability, damages, costs and expenses, including reasonable attorneys' fees, resulting from a Third-Party Claim and relating to: (i) a breach of any material obligation, representation or warranty provided by You under these General Terms and Conditions, including, without limitation, any warranty, representation, or responsibility provided in these General Terms and Conditions; (ii) a claim that all creative materials provided to Gameloft and included within the Advertising Formats or related content infringes or misappropriates any third-party intellectual property right; (iii) a claim that all creative materials provided to Gameloft and included within the Advertising Formats or related content is libelous or defamatory or otherwise violates the rights of any third party, or violates any law, regulations or other judicial or administrative action; or (iv) Advertiser Content is found by a court of competent jurisdiction to have infringed or misappropriated any third-party intellectual property right. Gameloft will promptly notify You in writing of any such claim. Gameloft shall give You sole control over the defense and/or settlement of any such claim, except that You will not agree to any settlement or compromise that would require Gameloft to make any payments or bear any obligations unless You obtain Gameloft's prior-written approval. Gameloft shall give You reasonable assistance in such defense at Your expense.

#### 10. **Term and Termination:**

(a) These General Terms and Conditions shall continue until terminated by either Party as provided for in these General Terms and Conditions ("Term"), provided that the term for any specific piece of Advertising Format will be governed by the terms of the Insertion Order applicable to that Advertising.

(b) Either Party may terminate without Cause these General Terms and Conditions, including any Insertion Order then in effect, with sixty (60) days written notice to the other Party. Either Party may immediately terminate for cause these General Terms and Conditions, and all Insertion Orders then in effect, in the event that the other Party has materially breached the General Terms and Conditions and fails to cure such breach within fifteen (15) days of receipt of notice by the non-breaching party, setting forth in reasonable detail the nature of the breach.

(c) If You cancel the campaign early (for or without cause) before the release of the campaign, or during the campaign, You will be subject to penalty fees as set forth in the Insertion Order.

(d) Notwithstanding the foregoing, Gameloft may immediately suspend the placement of Advertising Formats in Gameloft Content (or Advertiser Content and/or Partner Content, as the case may be), if it has a good-faith belief that You are in violation of Articles 3 or 6(b), above.

(e) Any and all provisions or obligations contained in these General Terms and Conditions which by their nature or effect are required or intended to be observed or performed after termination of these General Terms and Conditions will survive the expiration or termination of these

General Terms and Conditions and remain binding upon, and for the benefit of, the parties, their successors and permitted assigns.

11. **Notice:** All notices and requests in connection with these General Terms and Conditions shall be deemed given when personally delivered, or three (3) days after being sent by express mail, with prepaid postage, certified or registered, and a return receipt requested.

12. **Miscellaneous:** Each Party shall be and act as an independent contractor and not as partner, joint venturer, or agent of the other. These General Terms and Conditions and the rights, obligations and licenses herein, shall be binding upon, and inure to the benefit of, the Parties hereto and their respective heirs, successors, assigns, and personal representatives. Neither Party shall assign these General Terms and Conditions in whole or in part without the prior written consent of the other Party except that either Party may assign these General Terms and Conditions in connection with a merger, reorganization or sale of a substantial part of the assets or business to which these General Terms and Conditions relate. Notwithstanding the foregoing, You may not assign these General Terms and Conditions to a direct competitor of Gameloft without Gameloft's prior written consent. These General Terms and Conditions contain the entire understanding of the Parties regarding its subject matter and supersede all other General Terms and Conditions and understandings, whether oral or written. No changes or modifications or waivers are to be made to these General Terms and Conditions unless evidenced in writing and signed for and on behalf of both Parties. If any portion of these General Terms and Conditions is held to be illegal or unenforceable, that portion shall be restated, eliminated or limited to the minimum extent necessary so that these General Terms and Conditions shall reflect as nearly as possible the original intention of the parties and the remainder of these General Terms and Conditions shall remain in full force and effect. These General Terms and Conditions shall be governed by and construed in accordance with the laws of France without regard to the conflicts of laws provisions thereof. Each Party hereby submits to the exclusive jurisdiction of the Courts of Paris, for purposes of all legal proceedings arising out of or relating to these General Terms and Conditions and the subject matter hereof. In any action or proceeding to enforce rights under these General Terms and Conditions, the prevailing Party will be entitled to recover reasonable costs and reasonable attorneys' fees.