

NOTIFADZ REFERRAL PROGRAM FOR PUBLISHERS

ADRENALEAD, 12 Quai du Commerce 69009 Lyon, RCS Lyon n° 838 433 126

Welcome to the NOTIFADZ REFERRAL PROGRAM's Terms of Service for web Publishers ("NTOSP"). ADRENALEAD ("ADRENALEAD") agrees to provide any web publisher and, if applicable, web Publisher's authorized users, access to the Notifadz Plateform Dashboard, and any other ADRENALEAD affiliate(s) displaying these NTOSP subject to your acceptance of and compliance with these NTOSP, and the terms and conditions of the Complete Agreement defined here below.

ADRENALEAD and the Company are hereinafter each referred to individually as a "Party" and, collectively, as the "Parties".

PREAMBLE

ADRENALEAD is a World's First Performance-Based Ad Network Designed for Web Push Notifications.

ADRENALEAD has conceived and maintains an advertising and engagement web push notification SaaS platform "Notifadz" based on the Web Push Notification technology.

It provides a new advertising source of Revenue for web publishers, characterised by commission payments (the Services).

The Company is engaged in the communication business and works with web publishers who may be interested in the Services.

ADRENALEAD wishes and the Company has agreed to promote the Services to web publishers and introduce them to ADRENALEAD with a view for the web publishers to subscribe to the Services, as a referrer to the NOTIFADZ REFERRAL PROGRAM.

NOW THEREFORE, the parties hereto agree as follows:

Section 1. Subject matter of the agreement. Company hereby agrees, as an accessory to its own business, to promote the Services and introduce web publishers targeting population within the Territory to ADRENALEAD for the purpose of subscribing to the Services provided by ADRENALEAD.

Section 2. Territory. For purposes of this Agreement, "Territory" shall mean the region(s) as stated in Exhibit A, which may be modified upon the mutual prior written and signed agreement of both parties.

Section 3. Services. For the purpose of this Agreement, "Services" shall mean the services specifically stated in Exhibit A and any other service included from time to time. ADRENALEAD may add or remove Services during the Term of the Agreement as it sees fit.

Section 4. Independent Contractor. Company shall, at all times be acting as an independent contractor and this Agreement shall not be construed to create any partnership, joint venture or employer-employee relationship between the Parties or their agents or employees. Company acknowledges and agrees that Company, its agents and employees shall not be employees of ADRENALEAD.

Section 5.1 Obligations of Company. Company agrees to inform web publishers of the general conditions of sale and pricing as defined by ADRENALEAD for the Services. Company has no authority and is not entitled to negotiate or conclude transactions for the Services on behalf of ADRENALEAD. Therefore, this Agreement shall not in any case be construed as a commercial agency contract.

Section 5.2 Obligations of ADRENALEAD. ADRENALEAD agrees that it will provide promotional and marketing tools and materials to the Company and perform on demand demonstrations of how the Service works, and that it will respond to web publishers' solicitations as soon as possible.

Section 5.3 Introduction

To join the Notifadz Referral Program, The Company needs to have a Notifadz publisher account and accept the [Publishers' General Conditions of Service Web Push Notification Notifadz Platform](#).

After creating your publisher account, The Company can invite new web publishers to monetize their website traffic. The Company shall use the referral link to promote and give access to the Notifadz account creation page to any web publisher that may be interested in the Services. The Web publisher is invited to create a new account and provide the information set out in Exhibit B.

Referred web publishers and their site(s) must be new to ADRENALEAD at the time of referral.

Referred publishers must meet ADRENALEAD's standard vetting criteria.

Referrals must be made before the new publisher joins ADRENAEAD; meaning that retrospective referrals can not be accepted.

If ADRENALEAD is already in touch with the web publisher it will notify the Company within 48 working hours and provide such evidence as is necessary. In that case the Company shall not be entitled to any Revenue Share in connection with such web publishers.

Section 6. Company's Revenue Share.

Section 6.1 For the Company to be entitled to the Revenue Share, the web publisher has to generate any income with Adrenalead within [6] six months after being introduced.

ADRENALED agrees to pay Company's Revenue Share at the rates indicated on Exhibit A, based on the web publisher Income received as part of the Services. The main components used in calculating the amount of the web publisher Income are set out in Exhibit A. ADRENALED shall be entitled to revise the Company's Revenue Share in the event of a change in the calculation of the Web Publisher Income.

Company's Revenue Share shall be due to the Company during 12 months from the date of the first monthly Income paid to the web publisher by ADRENALED.

For the avoidance of doubt, this 12-month period may not be interrupted or suspended, even if the business relationship between the Web Publisher and ADRENALED ceases in the course of these 12 months and then starts again.

Section 6.2 ADRENALED shall supply the Company with a statement of the Company's Revenue Share due, within 10 calendar days of the month in which the Company's Revenue Share has become due. The Company will issue an invoice which will be paid by ADRENALED within 60 days of receiving the invoice.

The Company may upon demand be provided with all the accounting information relating to the web publisher monthly Income.

Section 7. Term and Rights of Termination

7.1 Term. This Agreement shall begin as of the Effective Date and shall be in force for a period of 12 months (the "Initial Period").

7.2 Renewal. This Agreement will renew automatically for additional periods of 12 months at the end of the Initial Period unless either party gives written notice of termination no later than 60 days before the expiry of the Initial Period or any anniversary date of the Initial Period.

7.3 Right to Company's Revenue Share. In the event of termination, all Company's Revenue Share due for web publishers introduced by the Company before termination shall be paid by Adrenalead in accordance with this Agreement.

Section 8. No exclusivity

The Parties agree that neither of them is granted exclusivity in connection with this Agreement. As a result, each of them may enter into similar agreements with third party companies in the Territory.

Section 9. Confidentiality

"Confidential Information" means information in whatever form which is disclosed by one Party to the other as part of this Agreement and relating, without limitation, to the business, finances, technology or affairs of either Party.

Confidential Information shall be kept secret and not be used by either Party except for the performance of this Agreement. Neither Party will disclose Confidential Information concerning the other Party without such Party's prior written consent except to those of its employees and subcontractors who need to know the same for the performance of the Agreement. Notwithstanding the above, the Company may disclose Confidential Information concerning ADRENALEAD to target web publishers with ADRENALEAD's prior consent.

This Section shall not apply to any information which is or enters the public domain other than in breach of that Section, which is in the possession of the receiving party without restriction before the date of receipt from the other party or which is obtained from a third party who is lawfully authorised to disclose such information or to disclosure which is required by law, a court of competent jurisdiction or by governmental or regulatory authority.

No announcement, press or media release or other publicity regarding this Agreement, directly or indirectly, shall be made unless it is approved in writing by each Party, or is required by law, and the terms of this Agreement shall otherwise be kept secret and confidential by the Parties at all times.

Section 10. Personal data protection. Each Party agrees, in performing this Agreement, to comply with the laws and regulations applicable to the protection of personal data, including the GDPR (2016/679) and applicable national rules.

Section 11. Entire Agreement. This Agreement, together with any exhibits, attached hereto, contains the entire understanding between the parties hereto with respect to the transactions contemplated hereby. This Agreement may be amended only by an instrument in writing signed by both parties. This Agreement supersedes any and all prior written or oral understandings of any nature whatsoever between the parties hereto with respect to the transactions contemplated hereby.

Section 12. Governing law and jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of France. Any dispute arising out or in connection with this Agreement shall be subject to the jurisdiction of the courts of France.

EXHIBIT A

Territory: All territories.

Monthly Company's Revenue Share: 10% of the corresponding monthly revenue of the web publisher, with no time limit. (1).

It is understood that the share of monthly revenue received by the company will cease as soon as the web publisher's revenues become zero.

(1) Web Publisher's revenue equals to 50% of the amounts paid by the Advertisers or ADRENALEAD's advertising networks to ADRENALEAD

Definition :

Web Publisher Revenue:

It refers to the amount of revenue owed by Adrenalead to web publisher(s) based on the monetization of their web push notification subscriber base(s). Excluding VAT.

EXHIBIT B

Mandatory web publisher information:

- Company Name (Legal entity) of the web publisher
- Compagny Address
- VAT number, if required
- Domain Name URL of the website concerned
- Contact details of the web publisher (First name, surname, email address)

Optional information:

Mobile of land line number