

Please read this Agreement and check the box on the previous page to digitally sign this Agreement. To print a copy of this Agreement, please use your browser's print command.

#### **ADVERTISER-PUBLISHER AGREEMENT**

This Advertiser-Publisher Agreement (the "Agreement") is made between You and Us (Samsung Electronics (UK) Limited and govern Your participation in an Engagement with Us on the affiliate network operated by Rakuten Advertising ("Supplier"), including the advertising and commission arrangements between you and Us. Neither Supplier nor any of its corporate affiliates are parties to this Agreement. Specifically, each party agrees as follows:

##### **1. Offers and Engagements.**

1.1. From time to time, We may post, on the Supplier affiliate network, offers (each, an "Offer") to pay publisher partners a specified commission in return for certain advertising services that include Your displaying a Qualifying Link (defined below) or similar tool assigned to the Offer.

1.2. By accepting one of our Offers, You enter into an "Engagement" with Us. Each Engagement will be identified with the same identification number as the original Offer and will be governed by the terms and conditions of this Agreement. However, in the event of an inconsistency between the terms of the specific Engagement and the terms of this Agreement, the terms of the Engagement shall govern.

1.3. At any time prior to Your display or publication of the Qualifying Link, We may, with or without notice (a) change, suspend or discontinue any aspect of the Offer or Engagement or (b) remove, alter, or modify any creative that We included in the Offer or Engagement. You agree to promptly implement any request from Us to remove, alter or modify any such creative.

1.4. You agree to abide by the Policies listed by us in the publisher dashboard. The Policies tab in the Advertisers dashboard currently includes: Paid Search, Coupons, Gift Cards, DSA, and Multi-touch Commissioning. These policies may be updated from time to time by us and by continuing to publish engagements you accept the new and/or updated Policies.

##### **2. Your Responsibilities.**

2.1. You agree to comply with all applicable laws and in full compliance with the CAP Code.

2.2. You have made the disclosures, obtained the consents, and respected user rights with regard to the use of their personal information or personal data for the purpose of providing the advertising services as is required by applicable data protection laws and regulations.

2.3. The digital property on which You include Qualifying Links provides users with a user-requested benefit.

2.4. You agree that the position, prominence and nature of links on the Your site shall comply with any requirements specified in the Engagement, but otherwise will be in Your discretion.

2.5. You agree not to make any representations, warranties or other statements concerning Us, Our site, any of Our products or services, or Our site policies, except as expressly authorized by the Engagement.

2.6. You will promptly notify Us and the Supplier of any malfunctioning of the URLs specified in the Engagement (the "Required URLs") or other problems with Your participation in the Engagement. We will respond promptly to all concerns upon receipt of Your notification.

2.7 The digital property on which you include Qualifying Links will not materially mislead or cause serious or widespread offence.

2.8 In all digital property on which you include Qualifying Links you MUST clearly identify it as advertising content using #AD (ASA recommend NOT using 'Aff' (abbreviation of 'affiliate')). In the case of videos you must include in the description of the video or in the opening scene a statement to make it clear it is a marketing communication.

2.9 You agree NOT to produce and comparative advertising where Samsung or its products are compared with other competing brands.

2.10. You agree to follow the brand guidelines to maintain consistency, ensure clarity, and align with our brand identity. Please visit this URL <https://rak.box.com/s/rejhx8rdqluo8eccusyurv1oitysx4gk>.

### 3. Commissions.

3.1. We agree to pay to You the commission specified in the Engagement once a user conducts a Qualifying Action using the Qualifying Link displayed from Your digital property.

3.1.1 A "Qualified Action" is a purchase of a product, completion or fulfilment of an application or other action by a user required by Us for a commission.

3.1.2. A "Qualifying Link" is a link from Your site to Our site using one of the Required URLs or any other URL provided by Us for use in the Engagement on the Supplier affiliate network, provided that the Qualifying Link is the last link to Our site that the Customer uses during a Session before taking a Qualified Action.

3.1.3. A "Session" is the period of time beginning from a Customer's initial contact with Our site using a link from Your site and terminating when the Customer either returns to Our site using a link from a site other than Your site or the Engagement expires or is terminated.

3.2. We reserve the sole right and responsibility for processing all Qualifying Actions by users. You acknowledge that all agreements relating to the Qualifying Actions by users will be between Us and the user.

3.3. All determinations related to whether a commission is payable will be made by the Supplier and will be final and binding on both You and Us.

### 4. Ownership and Licenses.

4.1. Each party owns and shall retain all right, title and interest in its names, logos, trademarks, service marks, trade dress, copyrights and proprietary technology, including, without limitation, those names, logos, trademarks, service marks, trade dress, copyrights and proprietary technology currently used or which may be developed and/or used by it in the future.

4.2. We grant to You a revocable, non-exclusive, worldwide license to use, reproduce and transmit the name, logos, trademarks, service marks, trade dress and proprietary technology, as designated in the Engagement on Your digital property solely for the purpose of referring a user from Your site(s) to Our site(s) as part of an Engagement. Except as expressly set forth in this Agreement or permitted by applicable law, You may not copy, distribute, modify, reverse engineer, or create derivative works from the same. You may not sublicense, assign or transfer any such licenses for the use of the same, and any attempt at such sublicense, assignment or transfer is void.

4.3. You grant to Us a non-exclusive, worldwide, royalty-free license to use, reproduce and transmit any creative submitted by You solely for co-branding purposes or as a return link from Our site(s) to Your site(s). We will remove such creative upon receipt of Your written request.

### 5. Termination.

5.1. Either party may terminate an Engagement through the Supplier dashboard. Termination of an Engagement will not terminate this Agreement or any other Engagement.

5.2. Either party may terminate this Agreement at any time, for any reason, provided that such party provide at least five days prior written notice of termination to the other party and Supplier. Termination of this Agreement will also terminate any outstanding Engagements. However, all rights to payment, causes of action and any provisions which by their terms are intended to survive termination, will survive termination of this Agreement.

### 6. Representations.

6.1. Each party represents to the other that (a) it has the authority to enter into this Agreement and sufficient rights to grant any licenses granted hereby, and (b) any material which is provided to the other party and displayed on the other party's site will not (i) infringe on any third party's copyright, patent, trademark, trade secret or other proprietary rights or right of publicity or privacy; (ii) violate any applicable law, statute, ordinance or regulation; (iii) be defamatory or libelous; (iv) be lewd, pornographic or obscene; (v) violate any laws regarding unfair competition, anti-discrimination or false advertising; (vi) promote violence or contain hate speech; or (vii) contain viruses, trojan horses, worms, time bombs, cancelbots or other similar harmful or deleterious programming routines.

6.2. EXCEPT FOR THE ABOVE REPRESENTATIONS NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

#### 7. Indemnification.

7.1. You agree to indemnify, defend and hold harmless the other party, directors, officers, employees and agents, from and against any and all liability, claims, losses, damages, injuries or expenses (including reasonable attorneys' fees) brought by a third party, arising out of a breach, or alleged breach, of any of its representations or obligations herein.

#### 8. Limitation of Liability.

8.1. In no event shall either party be liable to the other party for any direct, indirect, special, exemplary, consequential or incidental damages, even if informed of the possibility of such damages.

8.2. The parties agree that neither US, the Supplier nor its Representative shall be liable for any direct, indirect, special, exemplary, consequential or incidental damages, even if informed of the possibility of such damages.

#### 9. General.

9.1. Each party shall act as an independent contractor and shall have no authority to obligate or bind the other in any respect.

9.2. This Agreement has been made in and shall be construed and enforced in accordance with the laws of the England and Wales. Any action to enforce this Agreement shall be brought in courts of England and Wales. If you need to send official correspondence, send it via registered mail to Our headquarters to the attention of Our legal department.

9.3. By accepting any Offer through the Supplier affiliate network, You agree that you will be deemed to have executed, and will be bound by, this Agreement.

9.4. The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.

9.5. Together with the Offer, 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.