Publisher Placement IO

Contact Information

Mobaloo S.L.

Calle Punto Mobi 6. Alcalá de Henares. 28805. Madrid. SPAIN

Tax ID B86014313

Email: media@mobaloo.com

Campaign Information

Campaign name: blanket

Campaign type: CPI (cost per install)

CPI price: blanket

Start/End Date: Blanket. ASAP

Quantity: blanket

Target: blanket

Payment terms: Net30. Minimum $500. Paypal

CONTRACTUAL OBLIGATIONS

This "Agreement" is made and entered into by and between Mobaloo (Mobaloo), and you (Publisher), the party submitting an application to become a Mobaloo publisher. By submitting this application Publisher expressly consent to all the terms and conditions of this Agreement.

The services provided under this Publisher Insertion Order (the **"IO"**) are subject to the terms and conditions attached hereto as Amendment to the Standard Terms and Conditions For Internet Advertising For Media Buys One year or Less, Version 3.0 posted at *http://www.iab.net/guidelines/508676/tscs3* (the **"Amendment"**). Both the IO and the Amendment are part of the Agreement between the parties (the **"Agreement"**).

Amendment to the Standard Terms and Conditions For Internet Advertising For Media Buys One year or Less, Version 3.0 (The "Amendment")

Publisher and/or Agency and/or Affiliate (as applicable, hereinafter the Publisher) understands and agrees to the following Mobaloo's provision of the services pursuant to the Publisher Insertion Order to which these Amendment are attached shall be subject to, and governed by, the terms and conditions set forth in the IAB Standard Terms and Conditions for Internet Advertising for Media Buys One Year or Less, Version3.0 posted at http://www.iab.net/guidelines/508676/tscs3 (the **"IAB Standard Terms"**), except as otherwise expressly set forth herein.

Capitalized terms used but not otherwise defined in these Amendment.

Mobaloo and Publisher hereby agrees to amend the IAB Standard terms as follows:

1. **Definitions. "RP"** – Revshare deal based on revenue generated by Mobaloo reporting source (attribution system). During the month, all reported payment numbers in the reporting system are not final until complete data have been updated. Final payment numbers will be reported by the 20th of every following month.

2. **Terms of Payment.** Payment is due within thirty (30) days from the end of the month. Monthly Publisher's invoice for the campaigns served must be received before that date to be paid. Amounts unpaid will bear interest at the rate of 0.3% (zero point three percent) for each month of delay or the highest rate permitted by law, if less. All funds indicated above will be issued in USD.

3. **Conversions Rejection.** If Mobaloo refuses to pay for some installs for different reasons he should provide the Publisher with some type of proof as soon as possible, otherwise installs will be considered valid.

4. **Termination.** Either Publisher or Mobaloo may discontinue or pause any campaign upon twenty four (24) hours prior written notice. Mobaloo may apply any balance of pre-paid fees to a new campaign.

5. **Construction**. No terms or conditions other than those set forth in the Publisher Insertion Order, the Amendment, and the IAB Standard Terms shall be binding on Mobaloo unless expressly agreed in writing by Mobaloo. To the extent that any term or condition set forth in the Publisher Insertion Order conflicts with any term or condition set forth in the IAB Standard Terms (as expressly amended by this Amendment), the former shall govern.

6. **Non-Competition.** During the term of this Agreement and for a period of six (6) months thereafter, the Publisher to will not seek, in any way, to undermine the goodwill of Mobaloo, and in particular, the Publisher will not, directly or indirectly: (1) solicit or entice or attempt to solicit or entice, work away from Mobaloo; (2) solicit or entice or attempt to solicit or entice any of the employees of Mobaloo to enter into employment service with the Publisher or a competitor of Mobaloo; or (3) directly or indirectly enter into any agreement or contract, written or otherwise, with any Client or otherwise provide services to any third party for the ultimate benefit of a Client which might, in the opinion of Mobaloo, compete with any services provided by Mobaloo to that Client.

7. **Governing Law and Jurisdiction**. This Agreement shall be deemed to have been construed and shall be enforced in accordance with and be governed by the laws of Spain. Any dispute controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be submitted to the exclusive jurisdiction of the courts of Madrid, Spain.