1. General

These general terms and conditions provide terms applicable to the Service provided by N Technologies Inc to the Client (hereinafter "Terms"). The Terms are part of the Agreement entered into between the parties.

2. Definitions

"N.Rich" shall mean N Technologies Oy with parallel company name N Technologies Inc with Finnish Company ID: 2624746-6 and EU VAT ID: FI26247466, a Finnish limited liability company duly incorporated and organised under the laws of Finland.

"N.Rich Privacy Notice" shall mean the current version of N Technologies Oy available online at: https://n.rich/privacy-notice.

"Order Form" shall mean the document thus titled, signed by N.Rich and the Client, to which these Terms have been appended.

"Agreement" shall mean the Order Form and all its appendices, all of which form a binding legal contract between N.Rich and the Client.

"Term" shall mean entire term of the Agreement specified in Section 1 "Term and Termination" of the Order Form.

"Client" shall mean the client with whom N.Rich has entered into the Agreement, as specified on the Order Form.

"Personal Data", "Processing", "Controller" and "Data Subject" shall have the same meaning as in the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC

"Audience(s)" shall mean the audience target group(s) created as part of the Service in the manner further specified in this Agreement, to which the Client wishes to target advertising using the Service.

"Client Data" shall mean all data, content and code delivered, submitted or uploaded by the Client, or by another party on behalf of the Client, or acquired programmatically by N.Rich's software through integrations to Client's software systems for the provision of the Service. The Client data includes but is not limited to information on Client's business customers lawfully collected by the Client and may include, for example, business email addresses and IP address ranges used by Client's customers, as well as website activity and analytics data collected from such customers' websites.

"Service" shall mean the Software as a Service (hereinafter "SaaS") N.Rich Audience Platform as a whole including and limited to its web interface at https://app.nrich.ai/. SaaS is a software licensing and delivery model in which software is licensed on a subscription basis and is centrally hosted. Unless otherwise agreed, Service does not include consulting, usage of the N.Rich on behalf of the client or any other kind of support services.

"Cookie Consent" shall mean an active consent a user must grant before cookies can be deployed or installed on their computer, which must be manifested in an active manner, and may not be presumed as defined on Court of Justice of the European Union Judgment Case C-673/17.

"N.Rich Standard Tag" shall mean the proprietary code snippet that is allowed to set cookies on end user browsers and that the Client needs to install on their website in order for N.Rich to collect analytics data about the website visitors.

"N.Rich Cookieless Tag" shall mean the proprietary code snippet that does not set cookies on the end user browsers and that the Client needs to install on their website, if it is possible to browse the website without Cookie Consent, in order for N.Rich to collect analytics about such website visitors.

3. Provision of the Service

N.Rich provides a Software As A Service (SaaS) platform for managing fimorgraphic and behaviour-based audiences and to using them for targeting advertising as well as for analytics subject to the Client's compliance with the provisions in Section 5 (Pricing and Payment). In order to provision the Service, N.Rich needs to create cookies that identify end users and distribute these cookies with 3rd party services such as Google Ads and Facebook. N.Rich generates and manages the cookies programatically using N.Rich Cookieless Tag and N.Rich Standard Tag, that client needs to install on their website and that are also distributed programmatically by N.Rich to Audiences.

As part of the Service, N.Rich shall provide Client access to a real time online reporting interface (hereinafter "Reporting Interface"). The amount of user accounts is defined in the Order Form as N.Rich Platform User Accounts. Client is not entitled to allow access to the Reporting Interface to 3rd parties. Reporting Interface is provided as is without customisations and any required customisation need to be agreed separately.

4. Client's General Obligations

Service performance is dependent upon fulfilment of Client's responsibilities, at no charge to N.Rich. Any delay in performance of Client responsibilities may result in delay of the completion of the Services. Client shall (i) make appropriate personnel available to assist N.Rich in the performance of its responsibilities; (ii) promptly perform the necessary integrations of its various systems according to N.Rich's instructions including ensuring, where applicable, that the necessary legal provisions are in place and communicated to the end users; AND (iii) promptly deliver to N.Rich targeting data as instructed by N.Rich.

The Client shall not:

1. use the Service (or any part of it) for any illegal purpose and shall use it in accordance with all relevant laws;

2. intentionally make available through the Service or use the Service in connection with, any content that is infringing, defamatory, abusive, offensive, pornographic, or of an obscene or menacing character;

3. use the Service in a manner which (i) may intentionally cause the Service to be interrupted, damaged, rendered less efficient or such that the effectiveness or functionality of the Service is in any way impaired or (ii) knowingly violates or infringes the rights of any person, firm or company (including, but not limited to, intellectual property rights, rights of confidentiality or rights of privacy); or attempt any unauthorised access to any part or component of the Service.

The Client shall provide full and accurate information when creating any user accounts within and for the Service. Client accepts processing of personal details of employees as part of Service according to N.Rich Privacy Notice for Users at: https://n.rich/privacy-notice-for-users. The Client is solely responsible for the activity that occurs on such accounts. Furthermore, the Client shall notify N.Rich without an undue delay upon becoming aware of any unauthorized use of such user accounts.

It is the duty and responsibility of the Client to ensure that the Client Data is at all times in compliance with all of the Client's obligations defined above. In the event that the Client fails to observe any such obligation, the determination of which shall be made by N.Rich in its sole discretion, N.Rich shall have the right to not include or to suspend the inclusion of such Client Data in the Service.

The Client acknowledges and agrees that N.Rich may from time to time send the Client communications regarding the Service and Client's account via email.

The Client shall promptly provide N.Rich with all information, content and assistance reasonably requested by N.Rich in order to enable it to provide the Service to the Client. In the event that the Client fails to provide N.Rich with such information, content or assistance promptly, N.Rich reserves the right in its sole discretion to suspend or terminate the provision of the Service under this Agreement.

The Client shall be responsible for all Client Data and the usage by Client of such Client Data in the Service. N.Rich shall have no obligation to monitor the content or quality of the Client Data. The Client represents and warrants that it shall use the Service only in conformity with all legal, contractual and eventual other mandatory obligations. The Client shall indemnify and hold N.Rich harmless from any damages finally awarded against N.Rich as a result of claims submitted by third-parties against N.Rich with respect to the Client Data and its legality.

It is the duty and responsibility of the Client to obtain and configure its own systems so that the Client is able to use and access the Service. The use of the Service requires, at a minimum, a functioning internet connection and a the latest version of Chrome internet browser for desktop computers (not mobile or tablet version). No other browsers will be supported. N.Rich is not responsible for the operation of an external telecommunications operator or the operation or malfunctions of telecommunication links, public data network or public communications provided by the telecommunications operator.

5. Pricing and Payment

The bases of payment, pricing principles and the terms and conditions related thereto shall be specified in the Order Form. Unless otherwise agreed in the Order Form, the term of payment to N.Rich shall be 14 days, and all payments shall be made by wire transfer.

The Client shall incorporate valid invoicing details to the Order Form.

6. Confidentiality

During the Term of this Agreement and for a period of two (2) years thereafter, each party to this Agreement shall keep in confidence all Confidential Information received from the other party and may not use the Confidential Information for any other purposes than those of this Agreement. Each party agrees to only disclose the other party's Confidential Information to its employees and affiliates: (a) with a "need-to-know" basis of such information; and (b) who are informed of the nondisclosure obligations imposed by this Section 6.

For purposes of this Agreement "Confidential Information" shall mean information including, without limitation, all data, computer programs, code, algorithms, names and expertise of employees and consultants, know-how, formulas, processes, customers, prospects, systems, ideas, inventions (whether patentable or not), schematics and other technical, business, financial and product development plans, forecasts, strategies and information marked, or if disclosed verbally, is identified at the time of disclosure as "Confidential" or should otherwise be understood to be confidential in nature. In addition to the foregoing, Confidential Information shall include third party software, if any, that may be provided to the Client under the Agreement, including any related source or object codes, technical data, data output of such software, documentation, or correspondence owned by the applicable licensor. Confidential Information excludes information that: (i) was or becomes publicly known through no fault of the receiving party; (ii) was rightfully known or becomes rightfully known to the receiving party without confidential or proprietary restriction from a source other than the disclosing party; (iii) is independently developed by the receiving party without the participation of individuals who have had access to the Confidential Information; (iv) is approved by the disclosing party for disclosure without restriction in a written document which is signed by a duly authorized officer of such disclosing party; and (v) the receiving party is legally compelled to disclose; provided, however, that prior to any such compelled disclosure, the receiving party will (a) assert the privileged and confidential nature of the Confidential Information against the third party seeking disclosure and (b) cooperate fully with the disclosing party in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of the Confidential Information. In the event that such protection against disclosure is not obtained, the receiving party will be entitled to disclose the Confidential Information, but only as, and to the extent, necessary to legally comply with such compelled disclosure. For the avoidance of doubt, the fact that the parties to this Agreement are in cooperation with respect to the Service agreed upon herein, shall not be deemed as Confidential Information.

Upon termination of this Agreement or when the party no longer needs the Confidential Information for the purposes of this Agreement, each party shall upon request of the other party return or destroy all Confidential Information received from the other party. Each party shall, however, be entitled to retain the copies required by law or regulations.

7. Intellectual Property and Ownership of Data

N.Rich claims no intellectual property rights over Client Data.

The Client acknowledges and agrees that all copyright, trademarks and all other intellectual property rights in the Service shall remain at all times owned by N.Rich and/or its licensors. The Client is permitted to use the Service only as expressly authorized by N.Rich.

Client will not reverse engineer, decompile, disassemble or otherwise attempt to derive the source code, techniques, processes, algorithms, know-how or other information from the binary code portions of Service (collectively, "Reverse Engineering") or permit or induce the foregoing. If however, directly applicable law prohibits enforcement of the foregoing, Client may engage in Reverse Engineering solely for purposes of obtaining such information as is necessary to achieve interoperability of independently created software with the Service, or as otherwise and to the limited extent permitted by directly applicable law, but only if: (a) Reverse Engineering is strictly necessary to obtain such information; and (b) Client has first requested such information from N.Rich and N.Rich failed to make such information available (for a fee or otherwise) under reasonable terms and conditions. Any information supplied to or obtained by Client under this section is confidential information of N.Rich subject to the obligations of Section 6 (Confidentiality) of these Terms, may only be used by Client for the purpose described in this section, and will not be disclosed to any third party or used to create any software which is substantially similar to the expression of the Service.

As part of and as a result of the use of the Service, various kinds of data are created to be used by N.Rich for providing the Client with the Service. Service gathers, generates and combines data automatically or semi-automatically using various methods including but not limited to through tracking end-user behaviour and through data integrations to Client systems, such as Client website data, marketing automation system data, CRM data, 3rd party system data such as Google and Facebook advertising account data or through Client's use of Service. The Client acknowledges the data that is generated by N.Rich through tracking end-user

behavior from systems not associated or used by the Client, or data generated through 3rd party system data such as Google and Facebook advertising account data, shall be exclusively owned by N.Rich. The aforementioned data shall be referred to hereinafter as "Other Data". The Client further grants N.Rich a worldwide, royalty-free, non-exclusive, revocable right for the Term of this Agreement, to access and use the Client Data which includes data generated by N.Rich through data integrations to Client systems, such as Client website data, Client's marketing automation system data, CRM data and through Client's use of Service for the purpose of providing the Service. N.Rich shall not, however, use such portions of the Client Data and/or Other Data to attempt to identify individual natural persons or use it in any manner contrary to what has been stipulated under Section 6 (Confidentiality) of these Terms.

N.Rich grants the Client a perpetual worldwide, royalty-free, sublicensable, non-exclusive and irrevocable license to use, copy, modify, distribute and make available the data on Reporting Interface, in amended or unamended form, and in whole or in part.

8. Data Processing

Client warrants that it has the right to disclose the Client Data for the performance of the Service for further Processing by N.Rich in the manner described herein and on N.Rich Privacy Notice.

The Client warrants that when Client website loads the N.Rich Standard Tag, the visiting user has provided Cookie Consent and has had a reasonable possiblity for reviewing the terms of N.Rich Privacy Notice prior to providing the consent, for example through a link on the Client website's cookie notice. If Cookie Consent has not been provided, the Client must use N.Rich Cookieless Tag.

In accordance with the Privacy Notice (and unless otherwise set out therein), if the data N.Rich receives includes information that could allow N.Rich to identify the natural person(s) concerned, N.Rich shall, before any further use of the information, take measures to transform the data so that it can either be no longer attributed to a specific Data Subject at all ("anonymization") or so that it can be attributed to a specific Data Subject only with additional information that is kept strictly separate from and never combined with the said Personal Data ("pseudonymization"). For the avoidance of doubt, if and to the extent any data that has undergone pseudonymization may still be considered as Personal Data, N.Rich shall be considered the Controller for such data, and the data shall be Processed as described in the Privacy Notice.

To the extent the Service includes the use of Facebook's Custom Audiences feature, and any personal data received from Client is shared with Facebook for that purpose, Client shall hereby accept and be bound by the Facebook Custom Audiences Terms as available and updated at Facebook's website (https://www.facebook.com/legal/terms/customaudience).

N.Rich warrants that is shall use Client Data and Other Data only for the purpose of ad targeting, advertisement delivery, audience measurement, traffic analysis or demographic analysis, all to be carried out through the use of the Service.

Anything herein to the contrary notwithstanding, it is hereby acknowledged that N.Rich does not sell any Personal Data which may derive from such Client Data and/or Other Data to third parties and shall only use it for purposes described in the paragraph above. Without derogating from the generality of the foregoing, in the event that N.Rich sells such Personal Data, it may only do so subject to providing a valid right to Opt-Out.

9. Force Majeure

Neither party shall be liable for any delays or damage caused by an impediment beyond his or her control, which he or she could not have reasonably taken into account at the time of the conclusion of the Agreement, and the consequences of which he or she could not reasonably have avoided or overcome. Strike, lockout, boycott and other industrial action shall constitute a force majeure event also when the party concerned is the target or a party to such an action. Malfunctioning of the general communication networks or the internet shall constitute a force majeure event.

A force majeure event suffered by a subcontractor of a party shall also discharge such party from liability, if subcontracting from other source cannot be made without unreasonable costs or significant loss of time.

Either party shall without delay inform the other party of a force majeure event in writing. The party shall correspondingly inform the other party of the termination of the force majeure event.

In the event that force majeure continues for more than fourteen (14) days, a party shall have the right to terminate this Agreement with immediate effect.

10. Transfer of the Agreement

Neither party is allowed to transfer this Agreement or rights or duties based on it. However, both Parties have the right to transfer the Agreement in situations where the whole business to which the Agreement is related to is transferred and this Agreement is completely transferred with the business.

11. Service Limitations and Disclaimer

N.Rich will make reasonable efforts to keep the service operation. However, certain technical difficulties, maintenance or testing, or updates that are required for service improvements, may, from time to time, result in temporary interruptions. N.Rich reserves the right, periodically and at any time, to modify or discontinue, temporarily or permanently, certain functions and features of the Service, subject to prior fourteen (14) days written notice to the Client; or where there are valid reasons such as genuine interruptions, modification, or need to repair, maintain or improve the existing functions or features. In case of a permanent discontinuation of certain functions and features of the Service, the Client shall be entitled to terminate this Agreement and to receive a refund of all the prepaid unused fees hereunder. In case of service interruptions, Client must inform N.Rich in writing within 2 business days from problem detection.

12. Disclaimer of Warranties, Indemnification and Limitation of Liability

The Service is provided to the Client in accordance with this Agreement. N.Rich warrants that: (i) the Service does not and will not infringe upon, misappropriate, or otherwise violate any intellectual property right of any third-party; and (ii) N.Rich is the lawful owner or licensee of the Other Data.

The Client understands and agrees that the service is provided "AS IS" and "AS AVAILABLE", without express or implied warranty or condition of any kind.

In relation to the non-availability of the Service, there is no other remedy for the Client than to have the Service made available again to the Client and receiving the compensation as stated in Section 11 above. Any other lacks or errors in the Service other than those initiated by N.Rich, as detailed in Section 11 above, shall be communicated by the Client to N.Rich promptly within seven (7) days of the Client becoming aware of the lack or error in order for the Client to be entitled to a remedy for such shortcoming or error. N.Rich shall take all reasonable steps to correct any known lacks or errors within the next seven (7)days. In the event N.Rich fails in correction efforts, the Client shall be entitled to compensation of direct expenses and damage caused by such lack or error, however, subject to the liability limitations agreed in this Agreement. In the event that non-availability continues for more than fourteen (14) days, a party shall have the right to terminate this Agreement with immediate effect and to receive a refund of all prepaid unused fees hereunder.

N.Rich shall not be liable for damages or losses caused by denial of services attacks (whether distributed or not), systems intrusions and similar malicious acts not in the control of N.Rich, provided that N.Rich has implemented reasonable and appropriate protection against such attacks. In the event the intrusion protection system of N.Rich classifies network traffic as being attacking or malicious in nature and, as a result, blocks network traffic, such blocking shall not be considered to cause the Service being unavailable, but as an accepted property of the service done to limit the effect of attacks and other malicious acts.

There is no other warranty regarding the Service, its qualities or its elements except as expressly provided herein. There is no warranty, whether express or implied, of merchantability or fitness for a particular purposes or non-infringement.

N.Rich shall defend and hold Client and its officers, agents, and employees harmless against any claim, demand, suit or proceeding made or brought by a third party ("Claim"), arising out of or caused by: (i) the actual or alleged infringement by N.Rich of third party intellectual property rights in the Service; and/or (ii) the breach by N.Rich of any obligation under any applicable privacy and data protection law, related to Client Data and Other Data. N.Rich shall indemnify Client for any damages, attorney fees and costs awarded or incurred by Client in connection with such Claim; provided that Client (a) promptly gives N.Rich written notice of the Claim; (b) gives N.Rich sole control of the defense and settlement of the Claim (provided that N.Rich may not settle any Claim against Client which requires Client to admit liability or pay any money, without obtaining Client's approval for the settlement, which shall not to be unreasonably withheld); and (c) provides reasonable assistance to N.Rich, at N.Rich's expense. Client may participate in the defense with counsel of its choosing at its own cost.

Except for the liability of N.Rich as a result of triggering its indemnification obligation as set forth above, the liability of a party towards the other party based on this Agreement for direct expenses and damages caused by a breach of contract shall not exceed the amounts paid by the Client under this Agreement for the Service during the the twelve

(12) month period preceding the breach of contract, or if the breach of contract pertains to an individual project carried out as part of the Service, the portion of the amounts paid by the Client under the Agreement that have been allocated to such project during the twelve (12) month period preceding the breach of contract, to the extent such damages are classified as indirect or consequential damages.

The Client shall be responsible for taking back-up copies of its data and data files and for verifying the functionality of such back-up copies. Neither party shall be liable for the loss of, damage to, or alteration of data or data files of the other party due to any cause and the resulting damages and expenses incurred, such as expenses based on the re-creation of data files.

Neither party shall be liable for any indirect or consequential damage. The limitations of liability shall not, however, apply to damages caused by wilful conduct or gross negligence.

Parties shall have no other liability for errors and no other liability based on this Agreement, and the other Party shall not be entitled to any other remedy, except as agreed in this Section 11 (Disclaimer of Warranty and Limitation of Liability).

13. Change of Terms

The Client agrees and acknowledges that the Service is constantly further developed and improved, and that therefore, N.Rich has the right to, in its sole discretion, revise the pricing, pricing principles and any other terms and conditions under this Agreement by notifying the Client thereof sixty (60) days prior to the end of the Term then ongoing, at latest. If the Client does not then notify N.Rich of not accepting such new terms and conditions at least thirty (30) days prior to the end of the Term, the revised terms and conditions shall take effect as of the beginning of the next Term. Furthermore, N.Rich has the right to update and amend the terms and conditions on the Order Form to reflect the development of the service even during the ongoing Term, provided that the Client is given sixty (60) days notice of any changes that may affect the Client's use of the Service and provided that such updates and amendments do not weaken the Client's rights under this Agreement or modify any essential features and scope of the Service as agreed upon herein.

Any changes and amendments to this Agreement apart from those specified above shall be mutually agreed upon in writing.

14. Term and Termination

The Term of this Agreement shall be that specified on the Order Form of this Agreement.

If either party materially defaults in performing any obligation under this Agreement and has not corrected the default within thirty (30) days after receipt of a written notice of default setting forth particulars of the alleged default, then the non-breaching party may terminate this Agreement upon written notice.

If either party: (i) is involved in any proceedings under any bankruptcy or other insolvency laws, or laws for the relief of debtors, (ii) has a receiver or other court appointee named for its business or property, (iii) makes an assignment for the benefit of creditors, (iv) is unable or fails to make payments as they become due, (v) is liquidated, dissolved, or its existence is terminated, then the other party may terminate this Agreement immediately upon written notice.

Termination, cancellation or expiration of this Agreement shall not relieve either party from the obligation to make payments of any sum owing.

All rights and responsibilities which by their nature are meant to survive the termination or cancellation of this Agreement, shall survive the termination or cancellation of this Agreement.

15. Notices

The controlling language of this Agreement and for future communications shall be English. Notices required under this Agreement shall be deemed sufficient if in writing and delivered personally (with an initialed dated receipt), by registered mail (with return receipt requested), or by fax or email to the other party, either to the Primary Contact Person, or at the address shown on the Order Form or at that party's last known address. Any change of address shall be communicated in writing within thirty (30) days.

16. Applicable Law and Dispute Resolution

This Agreement shall be governed by the laws of Finland, exclusive of its choice-of-law rules (rules of international private law).

Any dispute, controversy or claim arising out of, or in connection with, this Agreement, or the breach, termination or validity thereof, shall be finally settled in arbitration by one (1) arbitrator in Helsinki in accordance with the Rules of the Arbitration Institute of the Central Chamber of Commerce of Finland.