



# PRIORITY LISTING CONTRACT

## Tarifs for clicks to your site from LeGuide.com S.A. network sites

LeGuide.com S.A. lists products and services in 15 categories (see below). Each section is made up of several sub-categories and a CPC (cost per click) is associated to each of these sub-categories.

The prices indicated are fixed CPC's from 0,13€ to 0,56€, depending on product category.

### CPC range for English, Danish or Swedish language sites (before any potential discounts)

Appliances .....	from 0,24 € to 0,34 €
Audiovisual.....	from 0,24 € to 0,29 €
Auto/Moto.....	from 0,26 € to 0,35 €
Babies and Children .....	from 0,24 € to 0,32 €
Books/ Music/ Films .....	from 0,16 € to 0,35 €
Computers and IT .....	from 0,16 € to 0,34 €
Corporate.....	from 0,21 € to 0,32 €
Fashion and Beauty .....	from 0,16 € to 0,32 €
Gifts and Flowers.....	from 0,29 € to 0,30 €
Health and Beauty .....	from 0,22 € to 0,37 €
Home and Garden .....	from 0,13 € to 0,40 €
Sports and Leisure .....	from 0,24 € to 0,40 €
Telephony and Internet....	from 0,24 € to 0,27 €
Travel .....	from 0,32 € to 0,56 €
Video Games .....	from 0,29 € to 0,34 €

Example CPC breakdown of the category « Home and Garden » (before any potential discount):

- the CPC for the sub-category « Edibles » is 0,13 €
- the CPC for the sub-category « Lawn mowers » is 0,26 €
- the CPC for the sub-category « Champagne » is 0,40 €.

### Special CPCs:

- the CPC for second-hand products is the CPC of the relevant category - 15%.
- the CPC listing, when it is not in a particular category, is 0,26 EUR

As a priority listed client, you will have access to our online CPC calculator, enabling you to check the exact CPC for any sub-category. To access the calculator, you can simply log on to your shop area at : <http://merchant.pricesavvy.co.uk/>

### Discounts:

You can get discounts on your bill when your monthly bill per site is at 500 euros or more.

For each of your sites, five different discounts can be applied. You may also be eligible for a Volume discount, calculated on the total number of clicks from all your sites in any given language.

### Discounts for clicks from our English, German, Spanish, Dutch, Italian, Polish, Danish or Swedish language sites.

Discount	Eligibility criteria	Discount rate
Complete Catalogue	Provide all the products from your site	3.5%
Normalised Catalogue*	Respect the LeGuide.com S.A. catalogue guidelines	3.5%
International.....	Accept Priority Listing for all your sites edited in the languages covered by LeGuide.com S.A.	3.5%
Up to date payment	Keep up to date with all due payments	3.5%
Special Offers.....	Provide a minimum of 3 special offers validated by our editorial team per month and per site	3.5%

### Discount available for high click volume on English, German, Spanish, Dutch, Italian, Polish, Danish or Swedish language sites.

Discount	Eligibility criteria	Discount rate
Volume.....	A minimum of 10 000 clicks on one or more sites	7%

### CPC range for English, Danish or Swedish language sites (after discounts)

Appliances .....	from 0,18 € to 0,25 €
Audiovisual.....	from 0,18 € to 0,22 €
Auto/Moto.....	from 0,19 € to 0,27 €
Babies and Children .....	from 0,18 € to 0,24 €
Books/ Music/ Films .....	from 0,12 € to 0,27 €
Computers and IT .....	from 0,12 € to 0,25 €
Corporate.....	from 0,16 € to 0,24 €
Fashion and Beauty .....	from 0,12 € to 0,24 €
Gifts and Flowers.....	from 0,22 € to 0,23 €
Health and Beauty .....	from 0,17 € to 0,28 €
Home and Garden .....	from 0,10 € to 0,30 €
Sports and Leisure .....	from 0,18 € to 0,30 €
Telephony and Internet....	from 0,18 € to 0,21 €
Travel .....	from 0,24 € to 0,42 €
Video Games .....	from 0,22 € to 0,25 €

\* Further information on the eligibility criteria can be found on the Shop Area at <http://merchant.pricesavvy.co.uk/>

**Billing and payment:** At the latest, monthly bills must be paid 30 days after the bill is issued. Bills can be viewed and downloaded in your Shop Account.

**Contract duration:** One calendar month, with tacit renewal at the end of the month.

**Cancellation:** Cancellation by fax or post only. Cancellation notices received before the 15th of the month will be valid for the end of that month (date confirmed by postmark). Cancellation notices received after the 15th of the month will be valid for the end of the following month.

I have read and approve the aforementioned Priority Listing Contract Terms, which I will return initialed, signed and stamped..

Name of company: .....

Website name:.....

Company address: .....

Post Code/City : .....

Registered business number:.....

International VAT number: .....

First name, surname and **job title of the company's Legal Representative:** .....

Main email address: .....

Date: ..... Place: .....

Signature of the company's Legal Representative preceded by «Read and Approved» in block capitals

Company Stamp

## CPC scale for LeGuide.com S.A. sites before any discounts

### German Language Sites

Appliances .....	from 0,15 € to 0,21 €
Audiovisual.....	from 0,15 € to 0,18 €
Auto/Moto.....	from 0,16 € to 0,22 €
Babies and Children .....	from 0,15 € to 0,20 €
Books/ Music/ Films .....	from 0,10 € to 0,22 €
Computers and IT .....	from 0,10 € to 0,21 €
Corporate.....	from 0,13 € to 0,20 €
Fashion and Beauty .....	from 0,10 € to 0,20 €
Gifts and Flowers.....	from 0,18 € to 0,19 €
Health and Beauty .....	from 0,14 € to 0,23 €
Home and Garden .....	from 0,08 € to 0,25 €
Sports and Leisure .....	from 0,15 € to 0,25 €
Telephony and Internet... ..	from 0,15 € to 0,17 €
Travel .....	from 0,20 € to 0,35 €
Video Games .....	from 0,18 € to 0,21 €

### Spanish Language Sites

Appliances .....	from 0,11 € to 0,15 €
Audiovisual.....	from 0,11 € to 0,13 €
Auto/Moto.....	from 0,12 € to 0,16 €
Babies and Children .....	from 0,11 € to 0,14 €
Books/ Music/ Films .....	from 0,07 € to 0,16 €
Computers and IT .....	from 0,07 € to 0,15 €
Corporate.....	from 0,09 € to 0,14 €
Fashion and Beauty .....	from 0,07 € to 0,14 €
Gifts and Flowers.....	from 0,13 € to 0,14 €
Health and Beauty .....	from 0,10 € to 0,17 €
Home and Garden .....	from 0,06 € to 0,18 €
Sports and Leisure .....	from 0,11 € to 0,18 €
Telephony and Internet... ..	from 0,11 € to 0,12 €
Travel .....	from 0,14 € to 0,25 €
Video Games .....	from 0,13 € to 0,15 €

### Italian Language Sites

Appliances .....	from 0,11 € to 0,15 €
Audiovisual.....	from 0,11 € to 0,13 €
Auto/Moto.....	from 0,11 € to 0,15 €
Babies and Children .....	from 0,11 € to 0,14 €
Books/ Music/ Films .....	from 0,07 € to 0,15 €
Computers and IT .....	from 0,07 € to 0,15 €
Corporate.....	from 0,09 € to 0,14 €
Fashion and Beauty .....	from 0,07 € to 0,14 €
Gifts and Flowers.....	from 0,13 € to 0,13 €
Health and Beauty .....	from 0,10 € to 0,16 €
Home and Garden .....	from 0,06 € to 0,18 €
Sports and Leisure .....	from 0,11 € to 0,18 €
Telephony and Internet... ..	from 0,11 € to 0,12 €
Travel .....	from 0,14 € to 0,25 €
Video Games .....	from 0,13 € to 0,15 €

### French Language Sites

Appliances .....	from 0,15 € to 0,21 €
Audiovisual.....	from 0,15 € to 0,18 €
Auto/Moto.....	from 0,16 € to 0,22 €
Babies and Children .....	from 0,15 € to 0,20 €
Books/ Music/ Films .....	from 0,10 € to 0,22 €
Computers and IT .....	from 0,10 € to 0,21 €
Corporate.....	from 0,13 € to 0,20 €
Fashion and Beauty .....	from 0,10 € to 0,20 €
Gifts and Flowers.....	from 0,18 € to 0,19 €
Health and Beauty .....	from 0,14 € to 0,23 €
Home and Garden .....	from 0,08 € to 0,25 €
Sports and Leisure .....	from 0,15 € to 0,25 €
Telephony and Internet... ..	from 0,15 € to 0,17 €
Travel .....	from 0,20 € to 0,35 €
Video Games .....	from 0,18 € to 0,21 €

### Dutch Language Sites

Appliances .....	from 0,13 € to 0,18 €
Audiovisual.....	from 0,13 € to 0,15 €
Auto/Moto.....	from 0,14 € to 0,19 €
Babies and Children .....	from 0,13 € to 0,17 €
Books/ Music/ Films .....	from 0,09 € to 0,19 €
Computers and IT .....	from 0,09 € to 0,18 €
Corporate.....	from 0,11 € to 0,17 €
Fashion and Beauty .....	from 0,09 € to 0,17 €
Gifts and Flowers.....	from 0,15 € to 0,16 €
Health and Beauty .....	from 0,12 € to 0,20 €
Home and Garden .....	from 0,07 € to 0,21 €
Sports and Leisure .....	from 0,13 € to 0,21 €
Telephony and Internet... ..	from 0,13 € to 0,14 €
Travel .....	from 0,17 € to 0,30 €
Video Games .....	from 0,15 € to 0,18 €

### Polish Language Sites

Appliances .....	from 0,06 € to 0,09 €
Audiovisual.....	from 0,06 € to 0,08 €
Auto/Moto.....	from 0,07 € to 0,09 €
Babies and Children .....	from 0,06 € to 0,09 €
Books/ Music/ Films .....	from 0,04 € to 0,09 €
Computers and IT .....	from 0,04 € to 0,09 €
Corporate.....	from 0,06 € to 0,09 €
Fashion and Beauty .....	from 0,04 € to 0,09 €
Gifts and Flowers.....	from 0,08 € to 0,08 €
Health and Beauty .....	from 0,06 € to 0,10 €
Home and Garden .....	from 0,03 € to 0,11 €
Sports and Leisure .....	from 0,06 € to 0,11 €
Telephony and Internet... ..	from 0,06 € to 0,07 €
Travel .....	from 0,09 € to 0,15 €
Video Games .....	from 0,08 € to 0,09 €

### Price increases for extra visibility on our French language sites.

Increase type	Offer presentation	Increase rate
Newsletter	Offer published in our newsletters	20% increase of the cpc for the related category
Extra visibility	Promotional offer given priority visibility on our site	10% increase of the cpc for the related category

### Discounts for clicks from our French language sites.

Discount	Eligibility criteria	Discount rate
Complete Catalogue	Provide all the products from your site	3.5%
Normalised Catalogue	Respect the LeGuide.com S.A. catalogue guidelines	3.5%
International.....	Accept Priority Listing for all your sites edited in the languages covered by LeGuide.com S.A.	3.5%
Up to date payment .	Keep up to date with all due payments	3.5%
Customer reviews....	Share or collect customer product reviews for publication on LeGuide.com	3.5%

### Discount available for high click volume on a French language site.

Remise	Eligibility criteria	Discount rate
Volume .....	A minimum of 40 000 clicks on one or more French language sites	7,5%

### Example for a French language site :

#### CPC range for French language sites (after discounts)

Appliances .....	from 0,11 € to 0,16 €
Audiovisual.....	from 0,11 € to 0,14 €
Auto/Moto.....	from 0,12 € to 0,17 €
Babies and Children .....	from 0,11 € to 0,15 €
Books/ Music/ Films .....	from 0,08 € to 0,17 €
Computers and IT .....	from 0,08 € to 0,16 €
Corporate.....	from 0,10 € to 0,15 €
Fashion and Beauty .....	from 0,08 € to 0,15 €
Gifts and Flowers.....	from 0,14 € to 0,14 €
Health and Beauty .....	from 0,11 € to 0,17 €
Home and Garden .....	from 0,06 € to 0,19 €
Sports and Leisure .....	from 0,11 € to 0,19 €
Telephony and Internet... ..	from 0,11 € to 0,13 €
Travel .....	from 0,15 € to 0,26 €
Video Games .....	from 0,14 € to 0,16 €

For further information on CPCs, discounts and eligibility criteria, please refer to your Shop Account et <http://merchant.pricessavvy.co.uk/>

Initials



# Terms and conditions (1/2)

LeGuide.com S.A. edits different websites through which Internet users can search for products and services. The Internet user can thus identify, compare and access merchant's online offers. The present Terms and Conditions serve to define the details of the said Priority Listing Service.

**Article 1. Definitions :** In the Terms and Conditions below, whenever the following terms are capitalized, regardless of whether they be in the singular or plural, they will have the meaning attributed to them in the present article.

**Article 1. Definitions :** In the Terms and Conditions below, whenever the following terms are capitalized, regardless of whether they be in the singular or plural, they will have the meaning attributed to them in the present article.

«Click» : activation, by a web user of a hypertext link to a url [Uniform Resource Locator] address supplied by the Client;  
«Client» : the LeGuide.com S.A. client who has subscribed to the Priority Listing Service. In the event of the Priority Listing Service being signed for on behalf of a Client by an advertising agency or any other intermediary - as described by the French law of the 29th of January 1993 - the latter must provide written proof as to whether or not he will be personally responsible for paying bills for the Priority Listing Services of LeGuide.com S.A. To be considered as such, an advertising agency or intermediary must have contracts with at least three different Clients;  
«Client Sites» : the Internet site(s) by means of which the Client sells and distributes the products / services included in his Feed;  
«Contractual Documents» : collectively designates the Terms and Conditions, the Priority Listing Contract, the Contract Information and the Special Conditions;  
«Databases» : the database(s) used by LeGuide.com S.A. and/or any entity contractually linked to LeGuide.com S.A. to index Client Sites and products / services included in Client Feeds;  
«Extranet» : the online interface made available to Clients who subscribe to the Priority Listing Service or the Free Listing Service, where they can manage their shop account.  
«Feed» : the product feed(s) listing the products / services offered by the Client on his site(s);  
«LeGuide.com S.A.» : the public company LeGuide.com S.A., whose capital is 1 749 952,50 Euros and whose headquarters are located at 4 rue d'Enghien, 75010 Paris - France (RCS Paris B 425 085 875);  
«LeGuide.com S.A. Sites» : the sites accessible at : www.leguide.com, www.leguide.net, www.webmarchand.com, www.shopwahl.de, www.antag.com, www.mercamania.es, www.pricessavvy.co.uk, www.webkupiec.pl (under their several domain names), as well as all the other sites and multimedia services that may be used by LeGuide.com S.A. or by any other site or entity using the Databases;  
«Parties» : when this word is used in the plural, it means the Client and LeGuide.com S.A. When it is used in the singular, it means one of these Parties;  
«Priority Listing Contract» : the document given to the Client by LeGuide.com S.A. or completed by the former on the Extranet, in order to subscribe to the Priority Listing Service;  
«Priority Listing Service» : the service described in the Contract Information.  
«Contract Information» : the document sent to the Client by LeGuide.com S.A., or accessible via Extranet by the Client, where a detailed description of the Priority Listing Service is to be found.  
«Special Conditions» : where applicable, means the Special Conditions established under the Priority Listing Contract (unless otherwise specified).  
«Terms and Conditions» : the present Terms and Conditions.

«Contractual Documents» : In relation to the Contractual Documents, the Parties agree to comply with the following hierarchy, the first taking precedence:  
- the Special Conditions;  
- the Priority Listing Contract ;  
- the Terms and Conditions ; and  
- the Contract Information.

**Article 6. Basic Conditions of Access to Priority Listing :** The LeGuide.com S.A. Sites are well known for their quality content, access to the Priority Listing Service is therefore reserved for clients and services / products that fulfil the following criteria:  
- In addition to legal information, The Client Sites must offer terms and conditions allowing Internet users to identify the Client and find his contact information and physical address;  
- Client Sites must be accessible at regular, predefined times;  
- Client Sites must be user friendly and clear enough for web users to navigate the site easily;  
- Offers on Client Sites must be precise, clearly described, and true;  
- Client Sites must offer an online ordering system with either online payment or cash on delivery (COD). Furthermore, the Client agrees that, upon signing the present contract and for the duration of the Priority Listing Service that:  
- he is the true supplier or reseller of the products/services covered by the Priority Listing Service and that he holds all the necessary rights to this effect;  
- he has always and will continue to respect local and international regulations, and in particular those laws and regulations applicable to the products/services in his Feed and, more specifically, those laws and regulations applicable to online sales of products and services to consumers, to personal data protection, to the prohibition of false or misleading advertising, to the regulation of sales and discounts of all kinds, and the prohibition of sales at a loss as indicated in French commercial law in article L.442-2 of the Code of Commerce; and  
- more generally, his activity is legal and he is authorized to advertise, sell and distribute the products/services in his Feed, such that LeGuide.com S.A. should not have any concerns in this respect.  
The Client promises to maintain a commercial strategy which respects applicable legislation and web users' rights and, in particular, agrees to respond to any written enquiry within three working days at the latest.  
If the Client does not fulfil the preceding conditions and obligations LeGuide.com S.A. reserves the right to refuse him access to the Priority Listing Service or to suspend the Priority Listing Contract, without prior notice, until he qualifies again.  
Though LeGuide.com S.A. may request that the Client comply with his contractual engagements or fulfil his obligations, or even tolerate an infraction of the provisions established in the Contractual Documents, such actions shall not in any way imply the renunciation by LeGuide.com S.A. of the provisions established in the present article or of the rights accorded to LeGuide.com S.A. under law, or any other of the provisions established by the Contractual Documents.

**Article 7. Terms of Access to the Priority Listing Service :** The Client wishing to avail of the Priority Listing Service must first accept the Contractual Documents  
**Article 8. Client Obligations et Guarantees :** The Client promises to hold neither LeGuide.com S.A. nor any third party responsible for damages and that no one will file claims or complaints against LeGuide.com S.A. concerning the intellectual or industrial laws that may relate to the products and services listed in the Databases and to any element provided by the Client for listing on the LeGuide.com S.A. sites.  
Should LeGuide.com S.A. be held responsible for or become engaged in any dispute arising from any special offer, product or service from the Client's

**Article 2. Objectives – Declaration of assent :** The objective of the Terms and Conditions is to define the respective rights and obligations of the Client and LeGuide.com S.A. in relation to the Priority Listing Service. It is the Client's responsibility to read and understand the Contractual Documents. Signing the Contractual documents indicates complete acceptance of them. Accordingly, the Client agrees to return the Contractual Documents to LeGuide.com S.A., duly initialled, signed and stamped by a person entitled to do so. The Contractual Documents may be accepted over the Internet, or by any other form of communication. The Parties recognise each other's professional status, and therefore agree to discount the provisions of articles 1369-4, numbers 1 to 5, and from those of articles 1369 - 5 of the French Civil Code. The Parties may add to or discount certain sections of the Terms

and Conditions by establishing Special Conditions which shall be valid only if officially included in the Priority Listing Contract. The Terms and Conditions may be modified by LeGuide.com at any time.

**Article 3. Applicability :** The Terms and Conditions shall take priority over all other terms and conditions, and in particular any established by the Client.

**Article 4. The Parties :** The Client declares that he has signed the present contract as a legal representative of his business and recognises that the present contract has been concluded in direct relationship with his business activity. In case of a legal dispute, the Client may not invoke consumer law against LeGuide.com S.A.

**Article 5. Contractual documents :** In relation to the Contractual Documents, the Parties agree to comply with the following hierarchy, the first taking precedence:  
- the Special Conditions;  
- the Priority Listing Contract ;  
- the Terms and Conditions ; and  
- the Contract Information.

**Article 6. Basic Conditions of Access to Priority Listing :** The LeGuide.com S.A. Sites are well known for their quality content, access to the Priority Listing Service is therefore reserved for clients and services / products that fulfil the following criteria:  
- In addition to legal information, The Client Sites must offer terms and conditions allowing Internet users to identify the Client and find his contact information and physical address;  
- Client Sites must be accessible at regular, predefined times;  
- Client Sites must be user friendly and clear enough for web users to navigate the site easily;  
- Offers on Client Sites must be precise, clearly described, and true;  
- Client Sites must offer an online ordering system with either online payment or cash on delivery (COD). Furthermore, the Client agrees that, upon signing the present contract and for the duration of the Priority Listing Service that:  
- he is the true supplier or reseller of the products/services covered by the Priority Listing Service and that he holds all the necessary rights to this effect;  
- he has always and will continue to respect local and international regulations, and in particular those laws and regulations applicable to the products/services in his Feed and, more specifically, those laws and regulations applicable to online sales of products and services to consumers, to personal data protection, to the prohibition of false or misleading advertising, to the regulation of sales and discounts of all kinds, and the prohibition of sales at a loss as indicated in French commercial law in article L.442-2 of the Code of Commerce; and  
- more generally, his activity is legal and he is authorized to advertise, sell and distribute the products/services in his Feed, such that LeGuide.com S.A. should not have any concerns in this respect.  
The Client promises to maintain a commercial strategy which respects applicable legislation and web users' rights and, in particular, agrees to respond to any written enquiry within three working days at the latest.  
If the Client does not fulfil the preceding conditions and obligations LeGuide.com S.A. reserves the right to refuse him access to the Priority Listing Service or to suspend the Priority Listing Contract, without prior notice, until he qualifies again.  
Though LeGuide.com S.A. may request that the Client comply with his contractual engagements or fulfil his obligations, or even tolerate an infraction of the provisions established in the Contractual Documents, such actions shall not in any way imply the renunciation by LeGuide.com S.A. of the provisions established in the present article or of the rights accorded to LeGuide.com S.A. under law, or any other of the provisions established by the Contractual Documents.

**Article 7. Terms of Access to the Priority Listing Service :** The Client wishing to avail of the Priority Listing Service must first accept the Contractual Documents  
**Article 8. Client Obligations et Guarantees :** The Client promises to hold neither LeGuide.com S.A. nor any third party responsible for damages and that no one will file claims or complaints against LeGuide.com S.A. concerning the intellectual or industrial laws that may relate to the products and services listed in the Databases and to any element provided by the Client for listing on the LeGuide.com S.A. sites.  
Should LeGuide.com S.A. be held responsible for or become engaged in any dispute arising from any special offer, product or service from the Client's

**Article 9. Initials :** Initials

Initials

Initials

Initials



# Terms and conditions (2/2)

Feed, the Client wholly discharges LeGuide.com S.A. of all associated penalties and fees, particularly for legal advice, damages, expenditure, or inconvenience incurred by any such prosecution.

The Client promises LeGuide.com S.A. that all information on or from Client Sites is authentic and without abnormalities or viruses that may jeopardise the systems or equipment of LeGuide.com S.A. and its Internet users.

The Client also promises that he is recognised and approved on a regular basis by a court of commercial law and by fiscal and social services. The Client certifies that he holds trader status and that his activity is completely independent of any third party and especially of LeGuide.com S.A.

**Article 9. Limited Liability of LeGuide.com S.A.** / LeGuide.com S.A. shall not be held responsible for:

- the form, the nature or the contents of Client Sites and offers nor for their compliance with official regulations, especially with regards to false or misleading information;
- the non-compliance, quality or safety levels of the Client's products/services and the products/services offered on Client Sites;
- discrepancies between product or service prices available on LeGuide.com S.A. Sites and those available on Client Sites;
- inaccurate information communicated by the Client or any invalid elements he may have provided for the implementation of the Priority Listing Service; and
- difficulty accessing or connecting to LeGuide.com S.A. Sites or temporary site unavailability or dysfunction.

LeGuide.com S.A. shall under no circumstances be considered as the Client's representative, intermediary or reseller in relation to web users. LeGuide.com S.A. shall be legally considered a third party to contracts drawn up between web users and the Client. Therefore, LeGuide.com S.A. shall in no way be held responsible for ensuring that the Client executes web users' orders or for guaranteeing web user solvency. Under no circumstances may LeGuide.com S.A. be held liable, unless the Client can provide proof of incorrect behaviour by LeGuide.com. LeGuide.com S.A. shall not be held accountable for any damages that may be suffered by the Client, such as shortfall in earnings, financial prejudice, commercial prejudice, customer or order losses, or any other form of indirect prejudice.

**Article 10. Competitors** : The Client unequivocally accepts the publication and juxtaposition of information, products and offers of competitors on all LeGuide.com S.A. Sites, even on the same page as the Client's own offers are published.

**Article 11. Intellectual Property** : The Client gives LeGuide.com S.A., free of charge and without geographic limitation, the right to use, represent, reproduce, and distribute, in any form, any distinctive data and icons given to LeGuide.com S.A. by the Client for the implementation of the Priority Listing Service. These rights relate to all intellectual property laws relative to the aforesaid distinctive data and icons (hereinafter «Data and Icons»).

- Specifically in relation to the Data and Icons, this provision includes :
- reproduction rights on the LeGuide.com S.A. sites;
  - the right to make Client Data and Icons available to Internet users for download and reproduction via any kind of fixed or mobile telecommunication network or channel, on any kind of terminal, at any place or time, in any known or future protocol, norm, format, or language;
  - the right to change or modify the format or technical appearance of Client Data and Icons or include them next to other contents in order to achieve ends detailed in the contract, and also to link them to other projects or content on our sites while still respecting the author's moral rights;
  - the right to archive Client Data and Icons and integrate them into the Databases; and the right to use Client Data and Icons for any relevant purpose.
  - the right to use Client Data and Icons for advertising purposes in any form of publicity on the LeGuide.com S.A. Sites.

The above rights thus conceded are established with the sole objective of facilitating the Priority Listing Service and are non-exclusive in nature as long as the Client is listed on LeGuide.com S.A. Sites.

It should be noted that LeGuide.com S.A. shall attribute neither a licence, nor any other form of usage rights over the LeGuide.com S.A. sui generis intellectual and industrial property rights covering the LeGuide.com S.A. Sites and Databases, their contents, presentation, organisation, and activities.

**Article 12. Force majeure** : In the case of unforeseeable or uncontrollable events making it impossible to execute the contract, LeGuide.com S.A. reserves the right to suspend or nullify all or part of its services without prior notice. The Parties agree that such events include: legislative or regulatory modifications, fire, storms, flooding, strikes within the company, power cut or overload, breakdown of computer cooling devices and the blocking or

slowing down of telecommunication or computer networks.

**Article 13. Click Prices – Billing – Proof of Clicks** : Click price is determined by the prices valid on the last day of the billing period and does not include sales tax. Tarif updates will be communicated through a secure or assimilated website, or by any other means or procedure.

LeGuide.com S.A. reserves the right, on a case by case basis, to demand that the Client make a down payment.

The Parties agree that the number of billable Clicks will be sufficiently established by the statements showing the activation of global hyperlinks through the LeGuide.com S.A. servers. These statements can be sent to the Client if he makes a request explicitly to this effect.

Except in the case of a special agreement between the Parties or in the case of the Client disputing the number of Clicks billed by LeGuide.com S.A., the Client disposes of 30 calendar days from the issue date of the bill in question, to request a computer-generated verification of the said statements. The request must be made to the President of the Tribunal de Commerce de Paris for the appointment of an expert jurist specialising in information technology.

If the Client has not made such a request within the specified time limit, he will be understood to have definitively accepted the said bill.

**Article 14. Payment - Late Payment Fees** : Bills are payable to the LeGuide.com S.A. headquarters. There shall be no reduction, reimbursement, or discount for early payment. Bills must be paid within 30 days of the end of the billing month.

The settlement of the Client's monthly bill or down payments will be recognized as paid as soon as the funds are made available to LeGuide.com S.A., that is, when the sum is credited to a LeGuide.com S.A. bank account.

On the designated date of payment, the Client is required to pay his bill ipso jure.

In the case of delayed payment of funds owed, the Client will incur an overdue penalty on the entirety of the sum owed, equivalent to three times the interest rate in effect in France at the time of liquidation. This interest will be applicable until the entire payment has been made. If payment is not made within eight (8) calendar days following initial reception of the first reminder letter, LeGuide.com S.A. may interrupt all Services to the defaulting Client.

**Article 15. Priority Listing Service Duration, Renewal, and Cancellation** : The duration of the Priority Listing Service as well as its tacit renewal policy are established in the Priority Listing Contract. The Client may refuse tacit renewal by respecting the prior notice period established in the Priority Listing Contract.

Such a refusal will take effect at the end of the month during which the prior notice period expires. Should one of the Parties fail to fulfil its duties or violate any one of its obligations as defined by the present contract, the other Party may annul the present contract ipso jure with 30 calendar days' advanced notice by recorded letter.

**Article 16. Invalidity of Provisions** : If any provision included in the present Terms and Conditions is shown to be invalid under current laws or regulations, it will be deemed null and void but shall not invalidate the present contract unless the provision is vital to its application or intent.

**Article 17. Confidentiality of Commercial Information** : The Parties are authorised to cite one another as commercial partners but solely for the duration of validity of the Contractual Documents.

**Article 18. Applicable Law - Jurisdiction** : The Contractual Documents shall be governed exclusively by French law. Any dispute concerning the validity, interpretation, or execution of the Contractual Documents will come under the exclusive jurisdiction of the Tribunal de Commerce de Paris (Paris Commercial Court), notwithstanding the plurality of defendants or the introduction of third parties.

Place : .....

Date : .....

Signature preceded by «Read and approved» in block capitals :

Signature