

ADVERTISER AGREEMENT

Last update : 1st of July 2017

PREAMBLE

The following Terms and Conditions are made and entered into by and between FLEX MULTIMEDIA MONETIZATION Société Anonyme (hereinafter: "Flex") with a capital of 100,000 CHF registered on the Geneva Trade and Companies Register under no. CH-660-5045008-6 and VAT number CHE-116.348.573 with its registered office at Rue de la Servette, 17-19 – 1201 Geneva – Switzerland, acting under the trade name Spicyoffers ; and the party (Advertiser) using or purchasing the Services from Flex.

Flex implements and manages an advertising programme (referred to hereinafter as the "Programme") that is intended to promote products and services on the Internet.

The Programme is aimed at independent third parties wishing to promote their product(s) and/or service(s) on the Internet (referred to hereinafter as "Advertisers") by integrating advertisements (referred to hereinafter as "Ads") into Websites of independent third parties wishing to make money from Internet users who will be directed to Advertisers' page (referred to hereinafter as "Publishers").

Flex's expertise consists, in particular, of the selection of Publishers participating in the Programme, the optimal choice of Ads proposed to users visiting the Publisher's Website(s) and the optimal users targeting for Advertiser's Campaign(s).

The Advertiser contacted Flex in order to benefit from the Programme proposed by Flex.

The two parties therefore met with a view to working together according to the terms set out below.

Now therefore it has been agreed as follows:

ARTICLE 1 – DEFINITIONS

Actions : an action upon which the commercial deal is based; for example, if the commercial deal is: CPA, CPC, CPL, CPD, CPPU, CPAU, CPI, then conversion is considered respectively: action, click, lead, download, paying user, active user and install. The action can also be offline with a dedicated tracking system like in the Pay Per Call business models.

Advertisers: Individual or legal entity, publishing services or content or selling products, that has joined the Programme platform to propose an advertising campaign in the form of Ads.

Advertiser Account: On-line interface on the Programme platform maintained by Flex via which the Advertiser can manage his advertising Campaigns and access all the statistical data relating to its Campaigns with Flex using a specific log-in and password.

Ads: Marketing material, Banner or text links intended to promote advertising Campaigns.

Affiliate : See definition of Publisher.

Capping : Maximum number of Actions an Advertiser agrees to pay for a period. A Capping can be set on a Campaign, on a Geo and on Publishers ID.

Campaign: Advertising campaign, the costs from which are calculated on the basis of CPA (cost per action), Action as chosen by the Advertiser.

Commissions: Revenue generated by the Publisher using the Programme less Flex margin. Publisher

earnings are based on Actions generated on their Website(s). Flex margin remains at the sole and absolute discretion of Flex.

Cookie: A text file stored on a user's hard drive when visiting a website. It collects data on the user's browsing patterns.

CPA: Cost Per Action. This is the payment model in which Advertiser pays for a specific Action. The Action is described in the Campaign details.

CPAU: Cost Per Active User: This is the payment model in which Advertiser pays for an active user.

CPC: Cost Per Click. This is the payment model in which Advertiser pays each time a visitor Clicks on an Ad.

CPD: Cost Per Download. This is the payment model in which Advertiser pays per Product download.

CPI: Cost Per Install. This is the payment model in which Advertiser pays per installation of the advertised application.

CPL: Cost Per Lead. This is the payment model in which Advertiser pays for a registration as described in the Campaign details.

CPPU: Cost Per Paying User: This is the payment model in which Advertiser pays for a paying user.

CPS: Cost Per Sale: This is the payment model in which Advertiser pays for a buying user.

DOI : Double Opt-in. A Conversion method in which a Lead must be confirmed after initial signup (opt-in).

Domain name: Address entered by an Internet user to get onto a website (e.g.: google.com). The address consists of the name of the Website (google) and an extension (com) separated by a full stop. The extension can indicate the nationality (ie, uk, fr, etc) or the type of activity (com, gov, etc).

EPC : Average Earnings Per One Hundred Clicks. It's a relative rating that illustrates the ability to convert clicks into commissions. It is calculated by taking commissions earned (or commissions paid) divided by the total number of clicks times 100. EPC is used in the Programme to calculate the relative performance of the Campaigns.

Geo : Country of the advertising Campaign.

Hits : Number of Internet users directed to Advertisers' page.

Incentive : Incentive traffic or audience means that users receive compensation or incentive for visiting a Website or to make an Action. A common form of incentivized traffic happens when one Website offers visitors incentives such as cash for clicking through to various other Websites.

IO : Insertion Order. Document relating to a Campaign specifying details. In no case it may take precedence over this Agreement.

Link or hypertext link: Code integrated around text, video, image or sound tags on a website that redirects the user who clicks on said text, sound, video or image to a predefined Internet address.

Monthly : Monthly is defined as a calendar month.

Partner : See definition of Advertiser

Payin : Cost of an Action that the Advertiser pays for.

Payout : Commission perceived by the Publishers for the Actions.

SOI : Single Opt-in. A Conversion method in which a Lead does not need be confirmed after initial signup (opt-in).

Publisher : Publisher of services or content, individual or legal entity, that has become an affiliate of the Programme to publish a campaign.

Smartlink : Link dynamically real time optimized by Flex's algorithms aiming to increase the Publisher's revenue.

Spam : Illegal process consisting of the delivery of unsolicited advertising, primarily by e-mail. To be legal, the delivery of advertising to an internet user must originate in a request made by the user by means of an "opt in" process which involves the user explicitly confirming that he/she wants to receive particular information.

Website : For the purposes of this contract, all the medias on which the Publisher promotes the Advertisers will be called the "Websites". Publisher Websites will also refer to those of its network or other applicable locations, a channel, an application or another medium.

ARTICLE 2 – OBJECT OF CONTRACT

The object of this contract is to define the terms and conditions of the contractual relationship existing between Flex and the Advertiser, according to which Advertiser(s) markets and advertises their goods and services using Ads and Publisher(s) incorporates or embeds the Ads into the Publisher's Website(s) through the Programme. On the top of that, Flex is providing a guidance to help Advertiser(s) and Publisher(s) here.

ARTICLE 3 – PROCEDURE FOR SIGNING THIS CONTRACT

Prior to signing this contract, the Advertiser declares that:

- it has full legal capacity to sign and perform this contract. In particular, if the Advertiser is an individual, he/she declares he/she is of legal age and capable; and if the Advertiser is a legal entity, the representative of this entity declares he/she is of legal age, capable and duly authorised for the purposes of this contract;

- it/he/she is not in contravention with the legal provisions relating to the exercise of a commercial occupation.

The Advertiser accepts the content by double clicking. This initial acceptance will allow the contract to come into effect. The Advertiser shall check and complete accurately the contact and administrative details on the Advertiser Account.

ARTICLE 4 – OPENING AND UPDATING OF ADVERTISER ACCOUNT

4.1 From the effective date of this contract, Flex will open an Advertiser Account on the Programme Platform in the name of the Advertiser and will e-mail its log-in details and password. Flex reserves the right to accept or refuse an Advertiser.

4.2 Log-ins and passwords are strictly personal and confidential. In case of loss or theft, the Advertiser shall inform Flex as soon as possible. Failing such a prior declaration of loss or theft, any use of these log-ins or passwords will be considered to be by the Advertiser.

4.3 The Advertiser undertakes to update all the required information on the Advertiser Account. In particular, the Advertiser undertakes to provide and update the information relating to telephone numbers, address or head office, e-mail address, instant messaging addresses (Icq, Skype, etc) and domain name of the website submitted for the Programme.

ARTICLE 5 – CAMPAIGNS MANAGEMENT

5.1 Ads and redirection

Advertisers and not Flex shall provide and determine the Ads that will be displayed on the Websites and the Advertisers' page to which the Internet user will be directed.

This action of redirecting the Internet user will be done automatically by Flex.

5.2 Targeting

The Advertiser shall exclude the categories of Websites and Internet users it does not want to target using the Programme platform.

The Advertiser undertakes to exclude any Ad for which the content violates the laws and regulations applicable in the targeted country.

5.3 Data

Flex has the right to collect and use data, including but not limited to personal data in anonymous form, but excluding personal data covered under the Swiss Federal Act on Data Protection. Advertiser guarantees that they are compliant at all times with applicable law relating to the collection of personal data, and specific laws and regulations of countries where their Campaigns are relevant. Advertiser holds Flex harmless from and indemnifies Flex against a claim from any third party relating to this.

5.4 Campaigns cancellation and Publishers termination

Advertiser agrees to terminate any Publisher from promoting the Advertisers Campaign within Twenty Four (24) hours from Monday to Friday and within Seventy Two (72) hours from Saturday to Sunday Zurich time of written email notice, or sooner and the Advertiser has the right to block the Publisher ID after the Twenty Four (24) hours from Monday to Friday and within Seventy Two (72) hours from Saturday to Sunday Zurich time and will not be responsible for paying for any of their Actions there after.

Flex may at any time, in its sole discretion, immediately cancel any Campaign(s). Flex will make commercially reasonable efforts to notify Advertiser(s) via e-mail of any such cancellation within a reasonable period of time.

5.5 Payins and Cappings:

Default Payins rates for Actions are set in the Campaign details, with one Payin per Campaign per Geo. A Payin can be set in EUR or in USD.

Payins rates and/or volume cappings are subject to change with Twenty Four (24) hours of written email notice. Skype or other IM chat programs is not an acceptable form of notification.

Any custom Payin is related to a specific Publisher. Any new Publisher will be sent under a new Publisher ID at the standard default Payins rates as set in the Campaign details.

ARTICLE 6 – PROMOTION OF THE PROGRAMME AND FLEX

6.1 The Advertiser grants Flex a free non-exclusive license to use any distinctive element belonging to it and/or relating to their product(s) and/or service(s) (trademark, domain name, name of company, logo, etc.) in any document promoting and/or presenting the Programme, Flex, or any product, service and/or programme developed by Flex or in which Flex has an interest, and in particular in any powerpoint document, marketing material, financial report and client list that Flex might create.

6.2 Said license is granted with no geographical limits for the duration of this contract and for five (5) years after the termination of contractual relations between the parties.

ARTICLE 7 – COSTS AND PERFORMANCE

7.1 Recording of Service Counts

Statistics, Actions and costs will be provided by the Programme Platform. Programme Platform shall govern this Contract.

Programme's ad servers will be the official counter for determining the number of Ads delivered, Actions provided and costs payable under this Agreement.

Flex has the sole responsibility for calculation of statistics, including Hits and Actions. Statistics shall be available to Advertiser(s) online in their respective Advertiser's Account(s). These information and these statistics are calculated by Flex and updated on the Advertiser Account as soon as possible.

7.2 Fraudulent Actions.

Any method to artificially and/or fraudulently inflate the volume of Actions, leads or sales, is strictly forbidden. Counts of Hits and Actions will be decided solely on the basis of reports generated by the Programme Platform. These prohibited methods include but are not limited to: framing an ad-banner's click-through destination, auto-spawning of browsers, running 'spiders' against the Publisher's own Website, automatic redirecting of users or any other technique of generating automatic or fraudulent Hits (as determined by Flex, acting reasonably, or based on industry practices) or use of any other means of artificially enhancing results shall be a material breach of their Agreement.

7.3 Restrictions

Geos, incentivized traffic, chatter traffic, co-reg traffic, and other method of promotion can be restricted, by the Advertiser for each Campaign in the Campaign details. Any Action proved by Flex or Advertiser as being unsuitable will not be paid for.

7.4 Challenging

The figures indicated on the Advertiser Account are calculated automatically and cannot be challenged, unless related to fraud as per 7.2.

Advertiser understands that Programme Platform's online statistics may not be 100% accurate and that Flex may make adjustments to Advertiser's online statistics.

Any disputes relating to the amount of costs must be declared to Flex in writing within a maximum period of thirty (30) days from the date the amount of the disputed costs is displayed on the Advertiser Account.

After this thirty days period, it is considered that the Advertiser has unreservedly accepted the amount of costs indicated on the Advertiser Account.

ARTICLE 8 – ADVERTISING BUDGET

8.1 Payments

Advertiser must pay its advertising budget through credit card or wire transfer. Advertiser shall pay all charges in EUR or USD. Charges are solely based on Programme Platform measurements, unless otherwise agreed to in writing. Nothing in this contract or an IO may obligate Flex to do credit to any party. Advertiser acknowledges and agrees that any credit card and related billing and payment information that Advertiser provides to Flex may be shared with companies who work on Flex's behalf, such as payment processors and/or credit agencies, solely for the purposes of checking credit, effecting payment to Flex and servicing Advertiser's account.

An invoice corresponding to the amount of the charges will be automatically generated by Flex on a Monthly basis and made available to the Advertiser on the Advertiser's Account.

8.2 Refund policy

Flex strives to offer the best service possible to its clients. Once an Advertiser makes a payment in the Programme platform, Advertiser has six (6) months from the last payment date to ask for a refund of the balance remaining on the account if he isn't satisfied with the Programme and have remained in compliance with this agreement. As soon as an Advertiser makes a payment in the Programme platform, it is hereby understood that a refund will only be issued for a balance greater than two hundred (200) EUR or USD, the refund payment will be made on the bank account where the credit came from and a processing fee of 10% will be deducted from the refund.

Advertisers cancelled / terminated by Flex for violating this agreement are not entitled to a refund.

ARTICLE 9 – FLEX'S OBLIGATIONS

In all cases, Flex is bound by a best-endeavours obligation in relation to this contract.

9.1 Flex undertakes to define the terms of its relationship with the different Publishers within one or more contractual documents.

9.2 Flex undertakes to include a clause in its contractual relationship with Publisher(s) according to which said:

- The Publisher undertakes not to use spam.
- The Publisher undertakes not to harm the performance of his contract particularly by directing visitors it knows are not reliable to Advertisers.
- The Publisher undertakes that unless authorized by Flex in advance in writing, the following operations will not be included in the calculation of Commissions:
 - any action (purchase, lead, click or display) not carried out by an individual who has freely and spontaneously consented to the action. In particular, any action carried out using a robot, programme or any other partially automated process is prohibited;
 - any action (purchase, lead, click or display) carried out using a modified Link;

- and, in general, any action intended to generate commissions unfairly vis-a-vis Advertisers.

- The Publisher undertakes not to promote Advertisers on Websites presenting illegal content and in particular not to promote Advertisers on Websites presenting content that is slanderous, offensive, racist, homophobic, anti-Semitic, xenophobic, pedophilic or zoophilic, encourages the commission of crimes, offences or violations, harms the honour, reputation, dignity, image rights or privacy rights of others, is contrary to public order or contrary to the regulations applicable in terms of intellectual property, advertising, and consumers rights. Similarly, the Publisher undertakes not to publish advertising material provided by Flex, in its original state or amended, on Websites presenting illegal content as defined above.

- The Publisher undertakes to implement or guarantees the implementation of so-called RTA tags on the Website(s) or any other means of recognition of the content of the Website(s) by parental control software.

- The Publisher undertakes not to provide Internet users with false information relating to Products and terms of sale applicable and not to make misleading and/or injurious statements relating to Products, Advertisers, Flex or the operation of the programme. In particular, the Publisher undertakes not to associate Advertisers or Flex with illegal content as defined above.

9.3 Flex undertakes to provide the Advertiser with an Advertiser Account as described in article 4 of this contract.

Flex cannot be held liable if the Advertiser Account is temporarily inaccessible or out of service. If the Advertiser Account is inaccessible or out of service for more than twenty four (24) hours, Flex undertakes to inform the Advertiser by e-mail and implement all the necessary means in order to restore the normal operation of the Advertiser Account.

ARTICLE 10 – ADVERTISER’S OBLIGATIONS

10.1 The Advertiser undertakes not to adopt conduct of a nature to create confusion between Flex and the Advertiser in the minds of the public and Internet users.

The Advertiser undertakes not to adopt conduct of a nature to create confusion between Flex and Publishers in the minds of the public and Internet users.

10.2 Non-Solicitation

During the term of this Agreement, and any renewal thereof, and for one (1) year after its termination for any reason, Advertiser agrees that it will not do business directly or indirectly with any Publisher identifiable on the Programme Platform, or directly or indirectly solicit or induce such Publisher to do business directly with the Advertiser. Advertiser understands and agrees that this prohibition is a key consideration and inducement for Flex to enter into this Agreement with Advertiser, and to provide the Programme.

10.3 Advertiser’s obligations concerning Ads

The Advertiser represents and warrants to Flex that none of the advertising provided contains:

- Any material that consists of paraphilia or scatological activities;
- Any material that contain children or minors in adult or sexual situations;
- Any material that offers illegal products or services;

- Promotion of incentives for online activity to surf websites, click on ads, or any activity that artificially enhances website or advertiser metrics;
- Promotion of violence, racial intolerance, or advocacy against any individual, group, or organization;
- Promotion of fake documents, copied material, or paper mills;
- Any unauthorized use of third party trademarks that either creates a likelihood of confusion that consumers will believe the products or services originated from the trademark owner, or is likely to dilute the value of a known trademark;
- Promotion of drugs or any related paraphernalia;
- Sales or offers of certain weapons, alcohol, tobacco or any related paraphernalia. Advertisements for electronic cigarettes are permitted but cannot contain tobacco;
- Promotion or any attempt to profit from human tragedy or suffering;
- Promotion of illegal activities that infringes on the rights of others;
- Promotion of gambling or online betting that allows any targeted country's registrations. Any gaming advertisement must block concerned countries' registrations using geo-location and other advanced risk controls. Removing the countries from the registration field is not considered sufficient;
- Any content that targets to children of age 18 and younger;
- Any material that does not respect particular advertising rules added in the Advertiser Account for specific Publisher's Website(s).

10.4 More generally, the Advertiser undertakes to respect all current regulations.

ARTICLE 11 – LIABILITY – GUARANTEES

Flex's liability and guarantees

11.1 Under no circumstances can Flex guarantee the content proposed on Publishers Websites.

11.2 Flex cannot be held liable for operating failures in any of the servers on which the Websites are hosted.

11.3 Flex cannot guarantee any volume of Hits or Actions. Volume can differ from one day to another following the performances of the Website(s) and users targeted.

11.4 If the liability of Flex is sought for one of the cases mentioned in this Agreement, and provided that Flex informs the Advertiser by sending an e-mail or a registered letter within a maximum of forty eight (48) hours, the Advertiser undertakes to join the legal proceedings, assume the defence costs of Flex and indemnify Flex for any judgements.

Advertiser's liability and guarantees

11.5 Advertiser guarantees Flex that it has all the authorisations and all the rights required to publish the advertising material it makes available to the Publishers.

Consequently, Advertiser declares it is fully liable for the advertising material it makes available to the

Publishers and declares it indemnifies the Publishers for any action by a third party relating to any violation of intellectual property rights or relating to any violation whatsoever of current laws and regulations and in particular in terms of slander, protection of children or violent, xenophobic or racist information that might relate to the advertising material it makes available to the Publisher.

11.6 If the liability of the Advertiser is sought for one of the cases mentioned in this Agreement, and provided that the Advertiser informs Flex by sending an e-mail and a registered letter within a maximum of forty eight (48) hours, Flex undertakes to join the legal proceedings, assume the defence costs of the Advertiser and indemnify the Advertiser from any judgements.

ARTICLE 12 – INTUITU PERSONAE

12.1 From the Advertiser's point of view, this contract is entered into on an intuitu personae basis. Consequently, this contract can only be transferred by the Advertiser to a third party with the express written consent of Flex.

12.2 On the other hand, the Advertiser accepts the transfer of this contract by Flex in advance.

ARTICLE 13 – DURATION OF CONTRACT

This contract is signed for a non-determined period. This Agreement may be amended by Flex at any time. Such amended Agreement shall become effective Thirty (30) days upon announcement thereof notification to Advertiser. By continuing to use the Programme when the such amended Agreement is effective, Advertiser will be deemed to have accepted such amendments.

ARTICLE 14 – TERMINATION

14.1 This contract can be terminated at any time and without reason by any one of the parties by sending an e-mail to the other party.

The termination will take effect within a period of two (2) weeks after the delivery of the request for termination by e- mail and will terminate all the obligations of the parties.

14.2 In the case of termination due to the non-performance by one of the parties of the obligations incumbent upon it under the terms of this agreement, termination will take effect immediately after the delivery of the termination e-mail which shall indicate the obligation(s) not performed.

14.3 If applicable, the Advertiser will have a period of thirty (30) days from effective termination of this contract to claim the payment of the balance of its Advertiser Account from Flex under the conditions described in this contract.

Before any refund, a fixed sum of twenty five (25) EUR or USD will be deducted by Flex from the Advertiser Account to cover the costs resulting from the closure of said account.

14.4 In the case of inactivity of the account during Twelve (12) months or more, meaning no invoice for the period, Flex can terminate this contract at any time, termination taking effect immediately. No refund of the balance remaining on the account would be applied.

ARTICLE 15 – FORCE MAJEURE

15.1 By express agreement between the parties, the interruption or malfunctioning of the servers hosting the Adverts or the Publishers' websites, the inaccessibility or malfunctioning of the Advertiser Account and the implementation of modifications required by any administrative or legal authority are added to the cases of force majeure usually accepted in accordance with legislation and past decisions.

15.2 In the event of force majeure, the defaulting party shall inform the other party by e-mail as soon as possible of its failure, of the force majeure event cited and the estimated period of time during which it will be unable to perform its obligations.

If the failure lasts more than Twenty Four (24) hours, the defaulting party shall accurately answer any questions the other party may ask in order to determine the extent of the repercussions of the failure and any solution to be adopted.

The defaulting party shall also inform the other party when the force majeure event ends and when the normal performance of the contract resumes.

ARTICLE 16 – TOLERANCE

Should a party tolerate the failure of the other party to perform its contractual obligations, regardless of the duration and/or frequency of said tolerance, this shall not under any circumstance have the consequence of modifying the content of this contract and in particular reduce the respective obligations of each party.

ARTICLE 17 – INDEPENDENCE OF PARTIES

17.1 The parties to this contract each declare they act for their own account, in their own name and under their own responsibility and declare they are completely independent of each other.

Consequently, neither party has the power to act for the other.

Nevertheless and in the interests of this contract, each party is permitted to seek advice from or make recommendations to the other party concerning the organisation of its business. Under no circumstances can this advice or these recommendations be mandatory in nature.

17.2 Similarly, the parties to the contract declare they are totally independent vis-a-vis the Publishers. Consequently, no guarantee or joint and several liability can be sought between any one of the parties to this contract and Publishers. Nevertheless, Flex can act as a Publisher and in this circumstance Flex undertakes to respect the same obligations vis-a-vis Advertisers than the Publishers do.

ARTICLE 18 – CORRESPONDENCE BETWEEN PARTIES

18.1 Unless an official document is requested or unless indicated otherwise in this contract, communications and correspondence between Flex and the Advertiser can be legitimately sent by e-mail or registered letter. Skype or other IM chat programs is not an acceptable form of notification.

18.2 E-mails sent to the Advertiser will be sent to the address indicated on the Advertiser Account. Consequently, Flex cannot be held liable for failing to inform the Advertiser when it has sent the e-mail to the address indicated on the Advertiser account.

ARTICLE 19 – CONFIDENTIALITY

19.1 The Advertiser undertakes to keep confidential all information of any kind, financial or technical etc, any document relating to this contract and the very terms of this contract.

In particular, the Advertiser undertakes to keep confidential any information disclosed via its Advertiser Account with the exception of any information it might come to know concerning Flex's expertise and the operating terms of the Programme.

The Advertiser can only disclose such information with the express written authorisation of Flex and/or

on the express written request of an administrative or legal authority.

19.2 This confidentiality obligation will be applicable throughout the duration of the contract and for a period of three (3) years after the nullity, termination or cancellation of this contract.

If this article is not respected, Flex can bring an action for contractual liability against the Advertiser.

19.3 The Advertiser authorises Flex to include any strategic information concerning it into any document promoting and/or presenting the Programme, the company Flex or any product, service and/or programme developed by Flex or in which Flex has an interest, and in particular in any digital presentation document, marketing material, financial report and client list.

ARTICLE 20 – SUPERSEDING EFFECTS

20.1 Prior Agreement

This Agreement supersedes and replaces any and all previous agreements whether oral or written, between the parties.

20.2 Entire Agreement

This Agreement constitutes the entire agreement between the contracting parties concerning the subject matter hereof. It also supersedes any and all other agreements or contracts, either oral or written, between the parties with respect to the subject matter hereof.

ARTICLE 21 – JURISDICTION

21.1 In the case of a dispute, the parties undertake to seek an amicable solution.

21.2 Governing law : this contract is governed by the law of Switzerland as far as both substance and form are concerned.

21.3 Failing an amicable solution, any dispute relating to the formation, performance or termination of this contract will be expressly submitted to the jurisdiction of the Geneva commercial court in Switzerland, notwithstanding multiple defendants or guarantee proceedings.

The Geneva commercial court in Switzerland will also have express and exclusive jurisdiction in the case of urgent proceedings, interim proceedings or ex parte proceedings.