**DENTSU UK TERMS AND CONDITIONS FOR INTERNET ADVERTISING FOR MEDIA BUYS ONE YEAR OR LESS, VERSION 3.1 (Terms)**

These Standard Terms and Conditions are intended to offer media companies and advertising agencies a standard for conducting business in a manner acceptable to both. This document is not meant to cover the relationship between a publisher and a network.

These Terms together with an insertion order (IO) represents the entire agreement and understanding between the parties in relation to media buying. To the extent that any subsequent terms and conditions presented or entered into between the parties before or after the provision of these Terms, then such terms and conditions shall be of no effect, and these Terms shall apply. Each IO together with these Terms constitutes a separate and independent agreement between the parties. These terms are not intended to cover sponsorship and partnership arrangements or any content or production services.

**DEFINITIONS**

**Addendum** means the data processing addendum appended to these Terms.

**Advertiser** means a person or entity who products and/or services are the subject matter of an Advertisement.

**Advertisement(s)** or **Ad(s)** means any or all artwork, audio visual advertising material, copy or active URLs or other intellectual property and content used to market and promote an Advertisers products and/or services.

**Affiliate** means, as to an entity, any other entity directly or indirectly controlling, controlled by, or under common control with, such entity. Control means the power of a person to secure (whether by the holding of shares, possession of voting rights or by virtue of any powers conferred by articles of association, constitution partnership agreement or other document regulation such person) that the affairs of another are conducted in accordance with its wishes and controlled shall be construed accordingly.

**Agency** means the advertising agency listed on the applicable IO.

**Aggregated** means a form in which data gathered under an IO is combined with data from numerous campaigns of numerous Advertisers and precludes identification, directly or indirectly, of an Advertiser.

**Agreement** means an IO and these Terms.

**Click Lead** means User Volunteered Data submitted to and collected by Advertiser via Advertiser's Ads or Site, which may contain Media Company's, and/or Agency's/Advertiser's tracking pixel(s).

**CPA Deliverables** means Deliverables sold on a cost per acquisition basis.

**CPC Deliverables** means Deliverables sold on a cost per click basis.

**CPL Deliverables** means Deliverables sold on a cost per lead basis.

**CPM Deliverables** means Deliverables sold on a cost per thousand impression basis.

**Collected Data** consists of IO Details, Performance Data, and Site Data.

**Custom Materials** shall mean any custom content or materials, including, but not limited to, native advertising content, blogs, or other quasi-editorial or custom creative content developed or created by the Media Company or by employees, agents, editors, bloggers, independent contractors or other third parties (collectively Authors) acting on behalf of Media Company.

**Deliverable(s)** means the inventory delivered by the Media Company (e.g., impressions, clicks or other desired actions).

**Distribution Network** has the meaning given in Clause 2.10.

**IO** means a mutually agreed insertion order under which Media Company will deliver Ads on Sites for the benefit of Agency or Advertiser.

**IO Details** are details set forth on the IO but only when expressly associated with the applicable Discloser, including, but not limited to, Ad pricing information, Ad description, Ad placement information, and Ad targeting information.

**Lead** means User Volunteered Data obtained via Ads served on a Site collected by the Media Company and delivered to the Agency or (at the Agency's direction) Advertiser electronically after such leads pass the Media Company's validation process.

**Media Company** means the publisher listed on the applicable IO.

**Media Company Properties** means those websites, apps, devices and all other forms of digital media specified in an IO that are owned, operated, or controlled by the Media Company.

**Network Properties** means those third party websites, apps, devices and all other forms of digital media specified on an IO that are not owned, operated, or controlled by the Media Company, but on which the Media Company has a contractual right to serve Ads. Performance Data means as defined in clause 12.4.

**Policies** means advertising criteria or specifications made conspicuously available, including content limitations, technical specifications, privacy policies, user experience policies, policies regarding consistency with Media Company's public image, community standards regarding obscenity or indecency (taking into consideration the portion(s) of the Site on which the Ads are to appear), other editorial or advertising policies, and Advertisements' delivery dates.

**Representative** means, as to an entity and/or its Affiliate(s), any director, officer, employee, consultant, contractor, agent, and/or attorney.

**Repurposing** means retargeting a user or appending data to a non-public profile regarding a user for purposes other than performance of the IO.

**Site or Sites** means Media Company Properties and Network Properties.

**Site Data** is any data that is

(i) pre-existing Media Company data used by Media Company pursuant to the IO;

(ii) gathered pursuant to the IO during delivery of an Ad that identifies or allows identification of Media Company, Media Company's Site, brand, content, context, or users as such; or

(iii) entered by users on any Media Company Site other than User Volunteered Data.

**Terms** means these dentsu UK Standard Terms and Conditions for Internet Advertising for Media Buys One Year or Less 3.1 including the Addendum.

**Third Party** means an entity or person that is not a party to an IO; for the avoidance of doubt, the Media Company, the Agency, Advertiser, and any Affiliates or Representatives are not Third Parties.

**Third Party Ad Server** means a Third Party that will serve and/or track Ads.

**User Volunteered Data** is personal data (as defined in the Addendum) collected from individual users by Media Company during delivery of an Ad pursuant to the IO, but only where it is expressly disclosed to such individual users that such collection is solely on behalf of Advertiser.

**1 INSERTION ORDERS AND INVENTORY AVAILABILITY**

1.1 IO Details. The Agency may execute IOs from time to time that will be accepted in accordance with clause 1.2. As applicable, each IO may specify:

1.1.1 the type(s) and amount(s) of Deliverables required;

1.1.2 the price(s) for such Deliverables;

1.1.3 the maximum amount of money to be spent pursuant to the IO;

1.1.4 the start and end dates of the campaign; and

1.1.5 the identity of and contact information for any Third Party Ad Server. Other items that may be included are, reporting requirements, any special Ad delivery scheduling and/or Ad placement requirements, and specifications concerning ownership of data collected.

1.2 Availability; Acceptance. The Media Company will make commercially reasonable efforts to notify the Agency within two (2) business days of receipt of an IO signed by Agency if the specified inventory is unavailable. Acceptance of the IO and these Terms will be deemed the earlier of:

1.2.1 written (which, unless otherwise specified, for purposes of these Terms, will include paper, fax, or e-mail communication) approval of the IO by Media Company and Agency, or

1.2.2 upon the display of the first Ad impression on any Site. Any modifications or revisions to an IO will be effected by cancelation of the original IO and resubmission of a new IO.

1.3 CPL Deliverables. Click Lead and Lead may be used interchangeably in this clause 1.3 and shall have one and the same meaning. The Media Company acknowledges that, in order for a Lead to be considered acceptable by the Advertiser and Agency:

1.3.1 it must have the correct targets;

1.3.2 no required fields will be blank;

1.3.3 e-mail addresses will be checked for syntax errors;

1.3.4 names will be screened against the Media Company's database of false names (Qualified Leads). The Agency must deliver a list of all Leads not acceptable by the Advertiser (Unqualified Leads) to the Media Company within 15 days of the end of each calendar month. The Agency/Advertiser may return up to 20% of the Leads that are unqualified (Cap). Agency/Advertiser will pay for all Unqualified Leads in excess of the Cap. In order to not pay for the Unqualified Leads up to the Cap, Agency/Advertiser must deliver a list of all Unqualified Leads. The list of Unqualified Leads supplied to Media Company must include the email addresses and description of the Unqualified Lead reason. Failure to deliver the list to Media Company will result in Agency/Advertisers losing the right to not pay for the Unqualified Leads. Examples of Unqualified Leads are a duplication to Advertiser's database, has invalid data, a non-existing postal address, hard e-mail bounces (which shall mean an e-mail address which is no longer valid as confirmed by the applicable ISP), and/or required fields are blank. Media Company may test the data with fictitious names to ensure the functionality of the data and to ensure the consumer experience (at no cost to Agency/Advertiser).

**2 AD PLACEMENT AND POSITIONING**

2.1 Compliance with IO. The Media Company undertakes to comply with the IO and these Terms, including all individual Ad placements restrictions, flighting, delivery, targeting, creative rotations, platform specifications, weekly video impressions guidelines, and/or any other instructions noted in the IO, and correctly implement all Ad placement tags accordingly, and except as set forth in Section VI(c), will create a reasonably balanced delivery schedule. (i) In the event that Agency determines that Media Company is not reasonably adhering to the specified delivery schedule stated on the IO at the placement level, Agency may request a correction. Media Company will use all reasonable endeavours to offer replace like-for-like media placements in the case of under-delivery. Approval for these placements must be agreed by both parties and reflected in the IO. Media Company must then use all reasonable endeavours to reconcile delivery by placement line item with the schedule set forth in the IO. Notwithstanding the foregoing, the Media Company shall deliver Ads in the geographical location (if any) specified in the Insertion Order and the Media Company shall not be entitled to payment in respect of Ads delivered outside the specified location.

2.2 Changes to Site. The Media Company will use commercially reasonable efforts to provide the Agency at least 10 business days' prior notification of any material changes to the Site that would materially change the target audience or materially affect the size or placement of the Ad specified on the applicable IO. Should such a modification occur with or without notice, as Agency's and Advertiser's sole remedy for such change, Agency may cancel the remainder of the affected placement without penalty within the 10-day notice period. If the Media Company has failed to provide such notification, the Agency may cancel the remainder of the affected placement within 30 days of such modification and, in such case, will not be liable for payment for any Ads placed upon the altered Site.

2.3 Technical Specifications. The Media Company will make electronically accessible or available to the Agency the final technical specifications within two (2) business days of the acceptance of an IO. Should the Media Company make changes to the specifications of already-purchased Ads after aforementioned (2) business day period the Advertiser and/or Agency shall be entitled to suspend delivery of the relevant Ads for a reasonable time (without impacting the end date, unless otherwise agreed by the parties) in order to:

2.3.1 send revised Ads;

2.3.2 request that the Media Company resize the Ad at the Media Company's cost, and with final creative approval of the Agency, within a reasonable time period to fulfil the guaranteed levels of the IO;

2.3.3 accept a comparable replacement; or

2.3.4 if the parties are unable to negotiate an alternate or comparable replacement in good faith within five (5) business days, immediately cancel the remainder of the IO without further liability to the Advertiser or the Agency.

2.4 Editorial Adjacencies. The Media Company will not to serve Ads (or allow Ads to be placed), without Agency's prior written approval, with any Site, or any part thereof or any Site channel, or adjacent to any article or content, that involves, facilitates, advocates or promotes one or more of the following (Editorial Adjacency Guidelines):

2.4.1 discrimination on the basis of race, ethnicity, gender, religion, sexual orientation, age or disability;

2.4.2 libelous, defamatory, obscene, pornographic, sexually explicit (including related to prostitution), abusive, criminal, illegal drug-related, or violent activities;

2.4.3 illegal gambling or illegal substances;

2.4.4 sedition or other illegal activities;

2.4.5 the offering of MP3, MPEG and/or other copyrighted materials for download, sale or otherwise, in any case without the permission of the copyright owner or otherwise in violation of copyright law;

2.4.6 the infringement, misappropriation or other violation of the rights of any person or entity;

2.4.7 distribution of malware or spyware; and

2.4.8 if applicable, any other Editorial Adjacency Guidelines or Site list specified by Agency and/or Advertiser via Agency's Ad Verification Company (AVV).

The Media Company will comply with the Editorial Adjacency Guidelines with respect to Ads that appear on the Media Company Properties, although Media Company will at all times retain editorial control over the Media Company Properties. For Ads shown on Network Properties, the Media Company and the Agency agree that the Media Company's sole responsibilities with respect to compliance with these Editorial Adjacency Guidelines will be to obtain contractual representations from its participating network publishers that such publishers will comply with Editorial Adjacency Guidelines on all Network Properties and to provide the remedy specified below to Agency with respect to violations of Editorial Adjacency Guidelines on Network Properties. Should Ads appear in violation of the Editorial Adjacency Guidelines, the Advertiser's sole and exclusive remedy is to request in writing that the Media Company remove the Ads and provide makegoods or, if no makegood can be agreed upon, issue a credit to Agency equal to the value of such Ads, or not bill Agency for such Ads. In cases where a makegood and a credit can be shown to be commercially infeasible for the Advertiser as determined by the Advertiser or Agency in its discretion but acting in good faith, the Agency and Media Company will negotiate an alternate solution that is satisfactory to the Advertiser. The Media Company will correct any violation of the Editorial Adjacency Guidelines within 24 hours of becoming aware of and/or receiving notification from the Agency of the same. Notwithstanding the foregoing, the Agency and the Advertiser each acknowledge and agree that no Advertiser will be entitled to any remedy for any violation of the Editorial Adjacency Guidelines resulting from:

(a) Ads placed at locations other than the Sites, or

(b) Ads displayed on properties that the Agency or Advertiser is aware, or should be aware, may contain content in potential violation of the Editorial Adjacency Guidelines.

2.5 User Generated Content. For any page on a Site that primarily consists of user-generated content, in addition to compliance with the Editorial Adjacency Guidelines as required in clause 2.4, the Media Company will make commercially reasonable efforts to ensure that Ads are not placed adjacent to content that violates the Site's terms of use. The Media Company will use commercially reasonable efforts not to serve Ads (or allow Ads to be placed), without Agency's prior written approval, on unmoderated user-generated content (except with respect to run of site inventory or otherwise as contemplated by a program), and/or sites aggregating/distributing user generated content, personal homepages or "free" Advertiser's and Agency's sole remedy for the Media Company's breach of such obligation will be to submit written complaints to the Media Company, which will review such complaints and remove user-generated content that the Media Company, in its sole discretion, determines is objectionable or in violation of such Site's terms of use.

2.6 Traffic Fraud and False Downloads. The Media Company will use best endeavours to detect and prevent impression and click fraud and will use commercially reasonable efforts to avoid serving ads to non-human

traffic or bot traffic. The Agency is not responsible for paying for any impressions or clicks resulting from non-human or bot traffic. The Media Company acknowledges that the Agency monitors the Media Company's delivery of app installs against total app store deliveries on an ongoing basis, including where the measurement of 3rd party delivery (including by the Media Company) is anomalous when compared to app store behavioural norms, including cases of downloading using automated software applications, commonly known as "bots". If the Agency detects such anomalous delivery by or on behalf of the Media Company and reasonably believes it to be as a result of fraud, malpractice or other use of bots (malpractice), then the Agency shall be entitled to a full refund in respect of all sums paid in respect of activity that is the product of such malpractice within 4 weeks of Agency's notification to the Media Company of the malpractice. The Agency shall, upon request and upon signature of a confidentiality agreement in a form satisfactory to the Agency, disclose the details of any malpractice notified to the Media Company. In the event of repeated malpractice by or on behalf of the Media Company, the Agency reserves the right upon written notice to cancel future booked activity immediately with no further liability to the Agency.

2.7 Brand Safety: Inclusion List and Exclusion List. The Media Company acknowledges the importance of only placing Ads in brand safe environments, and agrees to:

2.7.1 provide a list of all the publications, apps and websites ("**Media Company's Inclusion List**") on which the Ads may be displayed; and

2.7.2 deliver the Deliverables in accordance with the terms set out in the brand safety policy found here: https://legal.dentsu.com/uki-suppliers#uk-viewabilitybrandsafety ("**Agency Brand Safety Policy**"), unless the Agency supplies a policy in respect of the specific Advertiser, brand and/or campaign the subject of the IO ("**Advertiser Brand Safety Policy**"), in which case the Deliverables must be delivered in accordance with the Advertiser Brand Safety Policy. The Agency Brand Safety Policy and Advertiser Brand Safety Policy, each as applicable, will hereafter be referred to as the 'Brand Safety Policy'. The Brand Safety Policy may incorporate (expressly and/or by reference to a separate document) a list of publications, apps and websites which the Agency permits the Media Company to display the Ads ("**Agency's Inclusion List**"). In addition, the Brand Safety Policy will provide the Media Company with a list of publications, apps and websites and/or content categories on which the Media Company is expressly forbidden to display the Ads ("**Exclusion List**"). The Media Company shall be entitled to place Ads on Sites listed on the Agency's Inclusion List only, and shall not place any Ads on Sites listed on or falling within the scope of the Exclusion List. In the event of conflict or inconsistency between the Media Company's Inclusion List and the terms of the Brand Safety Policy, the Brand Safety Policy will prevail. Should the Media Company fail to comply with the provisions of this clause 2.7, then the Agency and Advertiser shall be entitled to the makegood remedies set out in clause 2.4.

2.8 Rewards or Incentivized Content. With the exception of any Site and/or placement identified on the IO that primarily consists of rewarding or incentivising users to engage (clicks or actions) with Ads for a perceived value (e.g., cash, points, donation, etc.),the Media Company undertakes not to serve Ads (or allow Ads to be placed), without the Agency's prior written approval, on any content, application or program, and/or Sites rewarding or incentivising users to engage (clicks or actions) with Advertisers Ads or content for a perceived value (e.g. Cash, points, donation, etc.).

2.9 Separation. The Media Company will:

2.9.1 unless otherwise stated in the IO or with the prior written consent of the Agency, use all reasonable endeavours to ensure competitive separation of the Ad from other advertisements for products or services of any competitors of the Advertiser to the extent that such competitors are identified in the IO. The Agency acknowledges such competitive separation service is only provided by the Media Company to the extent that the Media Company has control over any of the other impressions served simultaneously on the page where Advertiser's Ad is served. Google Ads and sponsor text links, which are text based, are excluded from this clause;

2.9.2 not display the same Ad more than once on a particular web page at the same time, with the exception of synched placements, contracted roadblocks and Ads running with logos and/or text links;

2.9.3 place Ads above the fold (i.e. visible placement of the Ad at a screen resolution of 1024x768 without the need to scroll horizontally or vertically at the time the web page first loads), unless otherwise indicated in the placement description;

2.9.4 not place video ads in "auto-play" or "inbanner" video ads; and

2.9.5 ensure that it complies with the Agency's frequency cap specifications as provided in the IO or otherwise.

2.10 Distribution Network. Unless otherwise specified in the IO, the Media Company will only serve Ads on or within the Media Company's Properties and Network Properties. The Media Company will not serve Ads (or allow Ads to be placed) within:

2.10.1 third-party inventory (such as ad exchanges, banner farms, resellers or any blind arbitrage networks) without the written consent of the Agency, or

2.10.2 Sites that allow ad stacking (or stuffing) in page displays or that serve ads within invisible frames.

**3 PAYMENT AND PAYMENT LIABILITY**

3.1 Invoices. The initial invoice will be sent by the Media Company upon completion of the first month's delivery, or within 30 days of completion of the IO, whichever is earlier. Invoices will be sent to the Agency's billing address as set forth on the IO and will include information reasonably specified by Agency, such as the IO number, Purchase Order number, Advertiser name, brand name or campaign name, and any number or other identifiable reference stated as required for invoicing on the IO. All invoices (other than corrections of previously provided invoices) pursuant to the IO will be sent within 90 days of delivery of all Deliverables. Failure to provide the required information on the invoice will render the invoice invalid and the invoice will not be deemed to have been received by the Agency. The Agency has the right to decline the invoice and will not be required to process payment under the invoice until it receives an invoice containing all of the information required by this provision. If the Agency declines an invoice hereunder, it shall provide notice thereof to the Media Company within a reasonable time.

3.2 All invoices issued by the Media Company will be in British Pounds Sterling unless otherwise specified by the Agency. For IO's whereby the cost is indicated to be at gross amounts (Gross), the Media Company must discount such amount by 15%, unless otherwise agreed in writing. Unless otherwise set out in the IO,

3.2.1 the Media Company will invoice the Agency at the completion of each month's activity based on the Agency's Third Party reporting including video, mobile, site served placements, roadblocks, sponsorships, rich media ads, CPC-based placements, provided that the amount invoiced does not exceed the flighted amount approved on the IO;

3.2.2 for placements purchased on a CPA or CPL basis, delivery will be based on the identified action/deliverable/conversion indicated on this IO based on the Agency's Third Party Ad Server conversion numbers or reports provided by the Agency and

3.2.3 unless otherwise agreed to by the parties, rich media fees will be the responsibility of the Agency. Notwithstanding the foregoing, the Agency shall not be liable to pay any amounts in connection with campaigns for which an invoice was not received by the Agency within 180 days after the publication or display of the relevant Ads. Upon request from the Agency, the Media Company must provide proof of performance for the invoiced period, which may include access to online or electronic reporting. The Media Company should invoice the Agency for the services provided on a calendar-month basis with the net cost (i.e., the cost after subtracting Agency commission, if any) based on actual delivery, flat-fee, or based on prorated distribution of delivery over the term of the IO, as specified on the applicable IO.

3.3 Payment Date. Date. The Agency will make payment within 30 days from receipt of such invoice or as otherwise stated in a payment schedule set forth on the IO. Where the Media Company has not received payment it within the said 30 day period the Media Owner may notify the Agency that it has not received payment in such 30-day period and whether it intends to seek payment directly from Advertiser pursuant to clause 3.4 below, and Media Company may do so five (5) business days after providing such notice.

3.4 Payment Liability. Unless otherwise set forth by Agency on the IO, the parties acknowledge and agree that Agency enters into IOs and purchases all Deliverables detailed therein as legal principal.

3.5 Added Value. Agency understands and agrees that all added value items listed on the IO are based on the Advertiser's commitment to fulfilling the advertising schedule set forth on the IO. If for any reason this schedule is not met by the time of expiration or cancellation of the IO, all added value may be forfeited.

3.6 Short Rates. Short rates will apply to cancelled buys to the degree stated on the IO.

## 4 REPORTING

4.1 Confirmation of Campaign Initiation. The Media Company will, within 2 business days of the start date on the IO, provide confirmation to the Agency, either electronically or in writing, the Ads are being published.

4.2 Media Company Reporting. If Media Company is serving the campaign or if requested by the Agency, Media Company will make reporting available at least as often as weekly, either electronically or in writing, unless otherwise specified on the IO. Reports will be broken out by day and summarized by creative execution, content area (Ad placement), impressions, clicks, spend/cost, and other variables as may be defined on the IO (e.g., keywords). Once the Media Company has provided the online or electronic report, it agrees that the Agency and Advertiser are entitled to reasonably rely on it, subject to provision of Media Company's invoice for such period. Such reports shall include the Agency's Third Party Ad Server placement ID, creative execution, and will include impressions, clicks, spend, all device identifiers with respective UTC click times, geos (specifically based on IP address), publishing site names, creative ad names, and all other campaign details and any other variables as may be defined on the IO and any other information requested by the Agency from time to time. In relation to e-mail campaigns (including newsletter sponsorships) the Media Company the Media Company will provide reports to the Agency that will details of all emails and/or creative execution and the applicable e-mail lists and will include, at a minimum, the number of emails sent and click-throughs. The Agency acknowledges that the variables defined in the IO: "delivery" and "billing measurements" are based on deliverable emails and based on the Media Company's reporting system. The Media Company will send out all e-mails in accordance with applicable law including all data protection and e-privacy laws in place from time to time, including with appropriate notices and an opportunity of the recipient to opt-out from further e-mails. For all video, the Media Company will provide Site-level Impression reporting where activity runs across a network or list of sites, mobile web or applications.

4.3 Makegoods for Reporting Failure. If the Media Company fails to deliver an accurate and complete report by the time specified, the Agency may initiate makegood discussions pursuant to clause 4.4, below.

4.4 If the Agency informs the Media Company that the Media Company has delivered an incomplete or inaccurate report, or no report at all, the Media Company will cure such failure within five (5) business days of receipt of such notice. Failure to cure may result in non-payment for all activity for which data is incomplete or missing until the Media Company delivers reasonable evidence of performance; such report will be delivered within 30 days of Media Company's knowledge of such failure or, absent such knowledge, within 180 days of delivery of all Deliverables.

4.5 Upon receipt of the Agency's Third Party Ad Server tags (including impression pixels and click commands), the Media Company will use commercially reasonable efforts to append to the Media Company's placement names within the Media Company's ad server and/or reporting platform with Agency's Third Party Ad Server placement IDs. In addition, for Site served placements, the Media Company will include the Agency's Third Party Ad Server placement IDs when applicable, and the identical creative file names provided by the Agency within Media Company's ad serving and reporting platform.

4.6 Tracking Pixel(s). In the event the Media Company provides tracking pixel(s) to be placed on an Advertisers site(s) for conversion tracking and/or campaign optimization purpose the Media Company agrees that for each tracking pixel(s) they provide, no more than one single code will be processed. The Media Company is not permitted to use their tracking pixel(s) as a container tag without the written authority of the Agency. In the event the Agency permits the Media Company to enable and/or process more than one code from an Advertiser's tracking pixel(s), the Media Company agrees that all additional codes will disable after 2 seconds of the initial call of Media Company's tracking pixel.

4.7 Performance metrics. In the event that a campaign is based on a performance metric to be tracked on the Advertiser's site, the method for tracking the completion of the performance metric shall be set out in an applicable IO. The Media Company may require that the Agency procures that the Advertiser install a tracking pixel on the confirmation page for each advertisement to be delivered, to track and provide estimated live statistics for the Media Company or Third Parties who are promoting the Advertiser's performance campaign on the Media Company's behalf. If the Advertiser or the Agency removes or manipulates the tracking code at any time during the campaign, without express written permission from the Media Company, the Media Company may suspend performance and, if applicable, the Agency agrees to pay the Media Company for the days during which tracking code was absent or manipulated based on the average daily conversion measurements (using daily click counts and/or conversions for the 7 days prior to the tracking code being removed or manipulated). Unless disputed, the Advertiser's tracking count

shall be used for invoicing purposes. In the event of a dispute between the Advertiser's tracking and the Media Company's tracking, a detailed leads report will be provided to include details of each action by a user. If the Media Company provides the Agency with a lead validation policy and a tracking pixel is not used, a lead shall be deemed valid if it is in compliance with such lead validation policy. If provided with a leads reversal policy by the Media Company, CPA leads may not be reversed unless the reason for reversal is set out in the reversal policy. Notice must be provided by the Media Company for any CPA leads that are reversed. Reversals for CPA leads due to a tracking pixel error are not permitted. In the event that a campaign is suspended or cancelled at any time while the campaign is active, the Advertiser agrees to pay for all conversions, sales, leads, and/or clicks generated from advertisements delivered prior to suspension or cancellation of a campaign, for a period of thirty (30) days following said suspension or cancellation. The Agency reserves the right to immediately cancel the IO, in the event the Media Company does not comply and/or violates the tracking pixel terms of this IO.

**5 CANCELLATION AND TERMINATION**

5.1 Without Cause. Unless designated on the IO as non-cancellable, the Agency may cancel the entire IO, or any part thereof, as follows:

5.1.1 with 14 days' prior written notice to the Media Company, without penalty, for any guaranteed Deliverable, including CPM Deliverables. For clarity and by way of example, if the Agency cancels the guaranteed portions of the IO eight (8) days prior to serving of the first impression, Agency will only be responsible for the first six (6) days of those Deliverables;

5.1.2 with seven (7) days' prior written notice to the Media Company, without penalty, for any non-guaranteed Deliverable, including CPC Deliverables, CPL Deliverables, or CPA Deliverables, as well as some non-guaranteed CPM Deliverables;

5.1.3 with 30 days' prior written notice to Media Company, without penalty, for any flat fee based or fixed-placement Deliverable, including, but not limited to, roadblocks, time based or share-of-voice buys, and some types of cancellable sponsorships.

5.2 For Cause. Either the Media Company or the Agency may terminate an IO at any time if the other party is in material breach of its obligations, and if such breach is capable of cure, such breach is not cured within 10 days after receipt of written notice from the non-breaching party requiring the remedy of such breach. Notwithstanding the foregoing, if the Agency breaches its obligations by violating the same Policies three times (and such Policy was provided to the Agency) and receives timely notice of each such breach, even if the Agency cures such breach, then the Media Company may terminate the IO associated with such breach upon written notice to the Agency.

In the event that the Agency cures such breach, the Media Company must provide at least 5 business days prior written notice of its intention to so terminate the IO. If the Agency does not cure a violation of a Policy within the applicable 10-day cure period after written notice, where such Policy had been provided by the Media Company to the Agency, then the Media Company may terminate the IO relating to such breach upon written notice.

5.3 Bankruptcy/Insolvency. In the event the Media Company becomes insolvent or unable to pay its debts as and when they fall due, or a receiver is appointed over the Media Company's assets, or an assignment is made for the benefit of the Media Company's creditors, or the Media Company becomes unable to perform its obligations under this Agreement, the Agreement will immediately terminate without further formality, and the Media Company will only be paid for work satisfactorily completed as at the date of termination.

**6 MAKEGOODS**

6.1 Notification of Under-delivery. The Media Company will monitor delivery of the Ads, and will notify the Agency either in writing as soon as possible (and no later than 14 days before the applicable IO end date unless the length of the campaign is less than 14 days) if the Media Company believes that an under-delivery is likely. In the case of a probable or actual under-delivery, the Agency and the Media Company may arrange for a makegood consistent with these Terms.

6.2 Makegood Procedure. If the actual Deliverables for any campaign fall below guaranteed levels as set forth in the IO, and/or if there is an omission of any Ad (placement or creative unit), the Agency and the Media Company will use commercially reasonable efforts to agree upon the conditions of a makegood flight, either on the IO or at the time of the shortfall. The Agency may elect in its discretion a makegood of:

6.2.1 a credit equal to the value of the undelivered portion of the IO; or

6.2.2 a cash repayment of any amounts pre-paid.

In no event will the Media Company provide a makegood or extend any Ad beyond the period set forth on the IO without the prior written consent of the Agency.

6.3 Audit. The Agency will have the right to perform or have a third party perform an audit of the Media Company's data to ensure that it has complied with the IO. For any discrepancies that exceed the 10% of the value of the relevant IO, the Media Company will negotiate in good faith with the Agency and/or the Advertise and/or the relevant tracking partner to agree the appropriate level of compensation. If the Media Company fails to deliver an accurate and complete report by the time specified, the Agency can initiate makegood discussions by informing the Media Company that the Media Company has delivered an incomplete or inaccurate report, or no report at all and the Media Company will cure such failure within five (5) business days of receipt of such notice. Failure to cure such default may without prejudice to any other provision of these Terms, result in non-payment for all activity for which data is incomplete or missing until the Media Company delivers reasonable evidence of performance.

6.4 All invoices must match the agreed upon monthly reconciliation reports. Reconciliation will be at placement level based on Agency's Third Party Ad Server unless otherwise agreed in writing. Over delivery of one placement will not offset under delivery of another placement unless agreed by the parties in writing and such changes must be revised accordingly in the IO signed by the Agency and Media Company.

6.5 At a placement line item level, remedies for shortfalls due to under delivery not related to late or damaged creative may be remedied in accordance with this clause 6, provided that the makegoods are applied in accordance with the following and a revised IO is signed accordingly by Agency and Media Company:

6.5.1 in flights which extend over several months, over delivery of no more than 10% in one month may be applied to under delivery in another which had a shortfall by placement line item unless agreed otherwise in writing. By way of example, if a January/February guarantee of 100,000 impressions per month (200,000 total) delivers 110,000 in January and 90,000 in February, the IO will be deemed to be complied with;

6.5.2 the Media Company will work in good faith with Agency/Advertiser to resolve any potential under-delivery due to late or damaged creative as set forth above or as otherwise requested by Agency, however Agency shall remain liable for payment of fees related to any such under delivery in the event that the Media Company is not able to replace the inventory.

6.6 Breach of Exclusivity. Upon violation of a negotiated category/advertiser exclusivity obligation agreed in the Insertion Order or other agreement, the Media Company will be required to provide a makegood at minimum equal to the sterling value of media purchase(s) from the start of the campaign through to the date upon which the proof was presented.

**7 BONUS IMPRESSIONS**

7.1 With Third Party Ad Server. Where the Agency uses a Third Party Ad Server, the Media Company will not bonus more than 10% above the Deliverables specified on the IO without the prior written consent of the Agency. Permanent or exclusive placements will run for the specified period of time regardless of over-delivery, unless the IO establishes an impression cap for Third Party Ad Server activity. The Agency will not be charged by the Media Company for any additional Deliverables above any level guaranteed or capped on the IO. If a Third Party Ad Server is being used and the Agency notifies the Media Company that the guaranteed or capped levels stated on the IO have been reached, the Media Company will use commercially reasonable endeavours to suspend delivery and, within 48 hours of receiving such notice, the Media Company may either:

7.1.1 serve any additional Ads itself or

7.1.2 be held responsible for all applicable incremental Ad serving charges incurred by the Advertiser but only (a) after such notice has been served, and (b) to the extent such charges are associated with over delivery by more than 10% above such guaranteed or capped levels.

7.2 No Third Party Ad Server. Where the Agency does not use a Third Party Ad Server, the Media Company may bonus as many Ad units as Media Company chooses unless otherwise indicated in the IO. The Agency will not be charged by the Media Company for any additional Deliverables above any level guaranteed on the IO.

## 8 FORCE MAJEURE

8.1 Generally. Excluding payment obligations, neither party will be liable to the other party for any delay or default in the performance of its obligations if such delay is caused by conditions beyond its reasonable control, including fire, flood, accident, earthquakes, acts of God, or labour disputes (Force Majeure event). If the Media Company suffers such a delay or default, the Media Company will make reasonable efforts within 5 business days to recommend a substitute transmission for the Ad or time period for the transmission. If no such substitute time period or makegood is reasonably acceptable to the Agency, the Media Company will allow the Agency a pro rata reduction in the space, time, and/or program charges hereunder in the amount of money assigned to the space, time, and/or program charges at time of purchase. In addition, the Agency will have the benefit of the same discounts that would have been earned had there been no default or delay.

8.2 Related to Payment. If Agency's ability to transfer funds to third parties has been materially negatively impacted by an event beyond the Agency's reasonable control, including, but not limited to, failure of banking clearing systems or a state of emergency, then Agency will make every reasonable effort to make payments on a timely basis to Media Company, but any delays caused by such condition will be excused for the duration of such condition. Subject to the foregoing, such excuse for delay will not in any way relieve Agency from any of its obligations as to the amount of money that would have been due and paid without such condition.

8.3 Cancellation. If a Force Majeure event has continued for 5 business days, the Media Company and/or the Agency has the right to cancel the remainder of the IO without further liability. In the event of a cancellation of the remainder of the IO under this clause 8.3, the Media Company shall provide the Agency with a refund of any prepaid amounts attributable to Ads that have not run due to such cancellation. The amount of all such refunds shall be subject to the cancellation terms in this IO or as otherwise mutually agreed in writing by the Agency/Advertiser and the Media Company.

## 9 ADVERTISEMENTS

9.1 Submission. The Agency will submit Advertisements pursuant to clause 2.3 and with the Media Company's then-existing Policies. The Media Company's sole remedies for a breach of this provision are set forth in clauses 9.3 and 9.4.

9.2 Late Creative. If the Advertisements are not received by the IO start date, the Media Company will begin to charge the Advertiser on the IO start date on a pro rata basis based on the full IO, excluding portions consisting of performance-based, non-guaranteed inventory, for each full day the Advertisements are not received. If Advertisements are late based on the Policies, the Media Company is not required to guarantee full delivery of the IO. The Media Company and Agency will negotiate a resolution if the Media Company has received all required Advertisements in accordance clause 9.1 but fails to commence a campaign on the IO start date.

9.3 Compliance. The Media Company reserves the right within its discretion to reject or remove from its Site any Ads for which the Advertisements, software code associated with the Advertisements (e.g. pixels, tags, JavaScript), or the website to which the Ad is linked do not comply with its Policies, or that in the Media Company's reasonable judgment, do not comply with any applicable law, regulation, or other judicial or administrative order. In addition, Media Company reserves the right within its discretion to reject or remove from its Site any Ads for which the Advertising Materials or the website to which the Ad is linked are, or may tend to bring, disparagement, ridicule, or scorn upon Media Company or any of its Affiliates (as defined below), provided that if the Media Company has reviewed and approved such Ads prior to their use on the Site, the Media Company will not immediately remove such Ads before using all reasonable endeavours to acquire mutually acceptable alternative Advertisements from the Agency. The Media Company shall provide the Agency with prompt written notice of its decision to reject or remove Ads under this clause 9.3, in which case the Agency has the right to provide alternative Advertisements to the Media Company. If, however, the Ads meet the Media Company's posted ad specifications, and after reasonably determining that such decision renders the campaign unfeasible, then the Agency shall have the right to cancel the IO (or, if applicable, the remainder of the IO) without penalty or penalty of additional fees. In the event that Agency exercises its right to cancel hereunder, Media Company shall promptly provide Agency with a refund of any prepaid amounts attributable to Ads that were not run due to such cancellation.

9.4 Damaged Creative. If the Advertisements provided by the Agency are damaged, or are not to Media Company's specifications, or otherwise unacceptable for bona fide reasons, the Media Company will use

all reasonable endeavours to notify the Agency within 2 business days of its receipt of such Advertisements.

9.5 No Modification. The Media Company will not edit or modify the submitted Ads in any way, including resizing the Ad, without Agency's prior written approval. The Media Company will use all Ads in strict compliance with this Agreement.

9.6 Ad Tags. When applicable, Third Party Ad Server tags will be implemented so that they are functional in all aspects. The Media Company will insert code instructions as specified by the Agency and/or Agency's Third Party Ad Server into Media Company's ad serving system and/or site(s). If such instructions pass the Media Company's QA process, the Media Company will not modify or alter the execution coding instructions to any tags provided by the Agency and/or authorized vendors, through use of cgi scripts, wrappers or otherwise, unless tested and approved by the Agency and its designated ad server, in writing. Notwithstanding the foregoing, the Media Company may modify the Agency Ad tags to allow for proper ad serving, publisher counting, such as cache-busting and click-tracking, and to enable functionality requested by the Agency, such as data-passing macros. The Agency may hold the Media Company accountable for conditions resulting from incorrect implementation of Ad tags.

9.7 Management. The Media Company agrees to provide a production contact person between the business hours of 9am - 6pm within their respective time zones and will make commercially reasonable efforts to be available to address any emergencies that may arise at other times.

9.8 Trademark Usage. The Media Company and the Agency will not use the other's trade name, trademarks, logos, or Ads in any public announcement (including in any press release) regarding the existence or content of these Terms or an IO without the other party's prior written approval.

9.9 Required Email Content. To the extent that an IO provides for or otherwise permits marketing by e-mail for or on behalf of the Advertiser, the Advertisements provided by the Advertiser shall also include the Advertiser's postal address; a functioning unsubscribe mechanism which, when activated by a user, will actually and permanently remove the user's email address from the Advertiser's database within 5 days of request receipt unless stated otherwise in writing; a non-misleading and accurate "Subject Line" and/or "From Line"; and any other information necessary to comply with applicable laws and regulations including but not limited to the CAN-SPAM Act of 2003.

9.10 Suppression List. Unless stated provided in writing, the Advertiser agrees to maintain and deliver to the Media Company within 5 days in advance of the start of a campaign a suppression list containing the e-mail addresses of those individuals who have opted out or unsubscribed from receiving communications from the Advertiser (Suppression List). The Advertiser shall further provide an updated Suppression List to Media Company in real time or if not real time then no later than once every 5 days for the duration of the campaign each time a user has requested to be unsubscribed (through the link or otherwise) in the format specified by the Media Company or via a third-party vendor that facilitates suppression list exchanges. Each party shall use best practices to prevent use or disclosure of the Suppression List for any purpose other than to honour the request of individuals to opt out or unsubscribe from receiving communications and shall treat such Suppression Lists as confidential information as provided herein. Both parties represent and warrant its performance hereunder will fully comply with the CAN-SPAM Act of 2003 and any other country's email laws, to the extent applicable.

9.11 Tracking Pixel for Performance Campaigns. In the event that a campaign is based on a performance metric to be tracked on the Advertiser's Site and a tracking pixel has been mutually agreed upon, the Advertiser shall insert the Media Company's tracking pixel on the confirmation page for each Advertisement to be delivered. In the event that a tracking pixel has not been mutually agreed upon, then an alternative method for tracking the completion of the performance metric shall be set forth in an applicable IO.

9.12 Co-Registration Campaigns. With respect to any lead generation co-registration campaigns (Co-registration Campaigns), it is the Agency's/Advertiser's responsibility to confirm that the data fields delivered match the data fields enumerated on the applicable IO (Co-Reg Leads). In the event that the Agency/Advertiser uses any portion of the data or disputed Co-Reg Leads in any marketing program, Agency/Advertiser will be required to pay the fee for such disputed leads.

9.13 Testing. The Media Company may test the data with fictitious names to ensure the functionality of the data, to ensure the consumer experience (at no cost to the Agency/Advertiser), as well as to assure compliance with the previous sentence. All Co-Registration Campaigns, including any co-registration forms and Creative, shall be in compliance with all applicable laws, rules and regulations and this Agreement. The

Agency/Advertiser acknowledges that consumers who have elected to co-register with the Advertiser also may have elected to co-register with the Media Company and/or its affiliated publishers, and may have elected to co-register and/or sign up with additional Advertisers. Therefore, the Advertiser and the Agency acknowledge that the Media Company and its affiliated publishers or advertisers, as applicable, retain all rights to market and communicate to such consumers, consistent with their policies and procedures.

9.14 Advertisements Created by Media Company Specifically for Advertiser. The Media Company may not publish any of Advertiser's Advertisements or content created by or on behalf of the Media Company specifically for the Advertiser (including email content and articles) without the prior written consent of the Advertiser or the Agency. The Agency acknowledges that no grant of ownership shall be given to the Agency or its client of any Media Company copyrights, trademarks, logos, brands, or materials that may be integrated in the materials produced or created by the Media Company (Media Company materials). The Media Company owns all right, title, and interest in and to the Media Company Sites, Media Company materials, Media Company content, and the technology underlying the Media Company Sites and nothing in this clause shall confer on the Agency or Advertiser any right of ownership in the foregoing.

9.15 Cookies. The Media Company and the Agency/Advertiser agree that neither party will use flash cookies, persistent Java Script API (aka ever cookies) or any other type of cookie that is persistent, unremovable, or undeletable by a user for targeting, and will not re-spawn cookies on any Ads associated to this Agreement.

9.16 Third Party Ad Server Tags. The Media Company shall implement Third Party Ad Server Tags (Tags) sent from the Agency. The Media Company shall test the Tags to confirm functionality prior to loading tags to go live. If the Tags are

9.16.1 not received,

9.16.2 incorrect,

9.16.3 and/or not functioning (e.g., broken landing page click through, tag not firing to ensure creative is showing, creative displaying properly on webpage),

the Media Company will make commercially reasonable efforts to inform the Agency within a reasonable time after Tags are received. The Media Company agrees that all Tags that are compliant with Media Company's Policies are not to be pulled down during the contracted flight date(s) except with the Agency's written request or in the Media Company's discretion in circumstances that are in the best interest of the Advertiser or the Media Company, in which case the Media Company shall notify the Agency of such determination and removal within 2 business days of notice. Dark periods during contractual flight date(s) without notification will not be reinvested and/or no makegood provided unless notified and approved by the Agency.

**10 INDEMNITY AND WARRANTY**

10.1 The Media Company warrants that the Media Company and/or any of its Affiliates or Third Party (including but not limited to their analytics platform, or data partner) will not place any pixels or tags on the Advertiser's owned property including, but not limited to Advertiser's: sites, Ads, social sites/content and/or microsites, unless given written consent by the Agency or Advertiser and set out in the IO.

10.2 The Media Company shall be responsible for ensuring that each Custom Material is compliant with all applicable laws, rules and regulations including the CAP Code, and that each Author includes any and all required disclosures of endorsement, sponsorship, financial benefit, and/or other disclosures, as appropriate and waives all moral rights in respect thereof. The Media Company undertakes to indemnify, defend and hold harmless on demand, the Agency, its affiliates, employees and representatives from any and all actual or alleged claims, suits, actions, liabilities, costs and expenses (including reasonable legal fees and court costs) brought by any person or entity (including any government or regulatory bodies) involving or relating to the Custom Materials.

10.3 Indemnity. The Media Company undertakes to defend, indemnify, and hold harmless, on demand, the Agency, the Advertiser, and each of its Affiliates and Representatives from damages, liabilities, costs, and expenses (including reasonable attorneys' fees) (collectively, Losses) resulting from any claim, judgment, or proceeding (collectively, Claims) brought by any party and resulting from the Media Company's actual or alleged breach of the Media Company's representations and warranties, the Media Company's display or delivery of any Ad or Advertising Materials provided by the Media Company for an Ad (and not by Agency, Advertiser, and/or each of its Affiliates and/or Representatives) (Media Company Advertising) or

any provision of this Agreement, or any Claims arising out of any Custom Materials, or any violation by the Media Company of any applicable law, regulation judicial or administrative action otherwise or the right of a Third Party; or are defamatory or obscene. Notwithstanding the foregoing, the Media Company will not be liable for any Losses resulting from Claims to the extent that such Claims result from (1) Media Company's customization of Ads or Advertising Materials based upon detailed specifications, materials, or information provided by the Advertiser, Agency, and/or each of its Affiliates and/or Representatives, or (2) a user viewing an Ad outside of the targeting set forth on the IO, which viewing is not directly attributable to Media Company's serving such Ad in breach of such targeting.

10.4 Procedure. The indemnified party(s) will promptly notify the indemnifying party of all Claims of which it becomes aware (provided that a failure or delay in providing such notice will not relieve the indemnifying party's obligations except to the extent such party is prejudiced by such failure or delay), and will:

10.4.1 provide reasonable cooperation to the indemnifying party at the indemnifying party's expense in connection with the defense or settlement of all Claims; and

10.4.2 be entitled to participate at its own expense in the defense of all Claims. The indemnified party(s) agrees that the indemnifying party will have sole and exclusive control over the defense and settlement of all Claims; provided, however, the indemnifying party will not acquiesce to any judgment or enter into any settlement, either of which imposes any obligation or liability on an indemnified party(s) without its prior written consent.

**11 LIMITATION OF LIABILITY**

11.1 Excluding the Media Company's obligations under clause 10, damages that result from a breach of clause 12, or intentional misconduct by the Agency or Media Company; in no event will any party be liable for any consequential, indirect, incidental, punitive, special, or exemplary damages whatsoever, including, but not limited to, damages for loss of profits, business interruption, loss of information, and the like, incurred by another party arising out of an IO, even if such party has been advised of the possibility of such damages.

11.2 Each of the Agency and Advertiser's total aggregate liability in contract, tort (including negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of the Addendum and clauses 12.4 to 12.8 inclusive shall not exceed the total amount of clear funds paid to the Media Company under the IO in respect of which a relevant breach arises.

11.3 The exclusions and limitation of liability set out in this section or elsewhere in this Agreement do not apply to liability arising from fraud, fraudulent misrepresentation, death or personal injury caused by negligence or anything else which cannot be excluded or limited by law.

**12 NON-DISCLOSURE, DATA USAGE AND OWNERSHIP, PRIVACY AND LAWS**

12.1 Definitions and Obligations. Confidential Information means

12.1.1 all information marked as "Confidential," "Proprietary," or similar legend or is confidential by its very nature given by the disclosing party (Discloser) to the receiving party (Recipient); and

12.1.2 information and data provided by the Discloser, which under the circumstances surrounding the disclosure should be reasonably deemed confidential or proprietary.

Without limiting the foregoing, Discloser and Recipient agree that each Discloser's contribution to IO Details (as defined below) shall be considered such Discloser's Confidential Information. Recipient will protect Confidential Information in the same manner that it protects its own information of a similar confidential nature, but in no event with less than reasonable care. Recipient shall not disclose Confidential Information to anyone except an employee, agent, Affiliate, or Third Party who has a need to know the same, and who is bound by confidentiality and non-use obligations at least as protective of Confidential Information as are those in this clause. Recipient will not use Discloser's Confidential Information other than as provided for in this Agreement. Recipient will not use the Confidential Information for any purpose detrimental to Discloser, its businesses, clients, personnel, employees, officers and/or directors. Recipient will not disclose or allow disclosure to persons other than their designated representatives of any Confidential Information; provided that Recipient may disclose Confidential Information to legal counsel at Recipient's sole expense to the extent necessary to assist Recipient in the resolution of any dispute hereunder.

12.2 Exceptions. Notwithstanding anything contained herein to the contrary, Confidential Information will not include information which:

12.2.1 was previously known to Recipient;

12.2.2 was or becomes generally available to the public through no fault of Recipient;

12.2.3 was rightfully in Recipient's possession free of any obligation of confidentiality at, or prior to, the time it was communicated to Recipient by Discloser;

12.2.4 was developed by employees or agents of Recipient independently of, and without reference to, Confidential Information; or

12.2.5 was communicated by Discloser to an unaffiliated Third Party free of any obligation of confidentiality. Notwithstanding the foregoing, the Recipient may disclose Confidential Information of the Discloser in response to a valid order by a court or other governmental body, as otherwise required by law or the rules of any applicable securities exchange, or as necessary to establish the rights of either party under these Terms; provided, however, that both Discloser and Recipient will stipulate to any orders necessary to protect such information from public disclosure.

12.3 Use of Collected Data.

12.3.1 Unless otherwise authorised by the Media Company, the Agency will not (for itself or on behalf of the Advertiser):

(a) use Collected Data for Repurposing; provided, however, that Performance Data may be used for Repurposing so long as it is not joined with any IO Details or Site Data;

(b) disclose IO Details of the Media Company or Site Data to any Affiliate or Third Party except as set forth in this Agreement;

12.3.2 Unless otherwise authorised by Agency, Media Company will not:

(a) use or disclose IO Details of Agency, Advertiser, Performance Data, or a user's recorded view or click of an Ad, each of the foregoing on a non-Aggregated basis, for Repurposing or any purpose other than performing under the IO, compensating data providers in a way that precludes identification of the Advertiser, or internal reporting or internal analysis; or

(b) use or disclose any User Volunteered Data in any manner other than in performing under the IO;

12.3.3 Advertiser, Agency, and Media Company (each a Transferring Party) will require any Third Party or Affiliate used by the Transferring Party in performance of the IO on behalf of such Transferring Party to be bound by confidentiality and non-use obligations at least as restrictive as those on the Transferring Party, unless otherwise set forth in the IO.

12.4 User Volunteered Data and Personal Data. The Agency does not expect to receive any personal data (as defined in the Addendum) or User Volunteered Data. To the extent the Agency does receive User Volunteered Data, such User Volunteered Data is subject to the Advertiser's posted privacy policy, and is considered Confidential Information of the Agency. The terms of the Addendum shall apply to all processing of personal data by the Media Company under or in connection with the terms of this Agreement.

Subject to the terms of this Agreement, any information regarding potential customers of Advertisers obtained by Advertiser/Agency, pursuant to an explicit request to the customer and pursuant to the Advertiser's privacy policy, arising out of this Agreement shall constitute Confidential Information belonging to Advertiser provided that, the Agency/Advertiser will not collect personal data (as defined in the Addendum) without ensuring it has a legal basis for such collection. In the event that the Site is designed for kids, and/or is geared to a general audience and collects information from customers that are known to be under 13 years of age, both Media Company and the Advertiser will comply with the most recent Children's Online Protection Act (COPPA). Potential customers can be obtained by, but not limited to, any of the following sources: contests, sweepstakes, lead gen programs, in-banner forms, registration form, newsletter /e-mail sign-ups, etc. For more information regarding COPPA, please visit: http://business.ftc.gov/privacy-and-security/childrens-privacy.

Media Company is prohibited from disclosing to any Third Party any information from the campaign governed by this Agreement (Performance Data), including ad placements, number of impressions served, and details of this Agreement, in a manner that is identifiable to the Agency or the Advertiser except as may be required by law. In furtherance of the foregoing and not in limitation thereof, the Media Company is prohibited from incorporating any Performance Data into any database or system in a form identifiable to the Agency or the Advertiser and providing access to such database or system to any third party except as may be required by law.

12.5 Agency Use of Data. The Agency will not:

12.5.1 use Collected Data unless the Advertiser is permitted to use such Collected Data, nor

12.5.2 use Collected Data in ways that the Advertiser is not allowed to use such Collected Data. Notwithstanding the foregoing or anything to the contrary herein, the restrictions on Advertiser in this clause 12, shall not prohibit the Agency from

(a) using Collected Data on an Aggregated basis for internal media planning purposes only (but not for Repurposing), or

(b) disclosing qualitative evaluations of Aggregated Collected Data to its clients and potential clients, and media companies on behalf of such clients or potential clients, for the purpose of media planning.

12.6 Privacy Policies. The Agency, Advertiser, and the Media Company will post on their respective sites (and respect of the Media Company includes the Sites), their privacy policies and adhere to their privacy policies, which must comply with applicable laws. Failure by a party or the Advertiser to continue to post a privacy policy, or non-adherence to such privacy policy, is grounds for immediate termination of the IO by a party.

12.7 Compliance with Laws. The Media Company and the Agency shall, and the Agency shall procure that the Advertiser shall, at all times comply with all applicable laws, ordinances, regulations, and codes which are applicable to their performance of their respective obligations under this Agreement.

12.8 Announcements. Neither party shall refer to the other parties in any press releases or external communications without the prior written consent of the other parties.

**13 THIRD PARTY AD SERVING AND TRACKING (Applicable if Third Party Ad Server is used)**

13.1 Ad Serving and Tracking. The Media Company will track delivery through its ad server and, provided that the Media Company has approved in writing a Third Party Ad Server to run on its properties, the Agency will track delivery through such Third Party Ad Server. The Agency may not substitute the specified Third Party Ad Server without the Media Company's prior written consent.

13.2 Controlling Measurement. If both parties are tracking delivery, the measurement used for invoicing advertising fees under an IO (Controlling Measurement) will be determined as follows:

13.2.1 Except as specified in 13.2.3 the Controlling Measurement will be taken from an ad server that is certified as compliant with the IAB/AAAA Ad Measurement Guidelines (IAB/AAAA Guidelines);

13.2.2 if both ad servers are compliant with the IAB/AAAA Guidelines, the Controlling Measurement will be the Third Party Ad Server if such Third Party Ad Server provides an automated, daily reporting interface which allows for automated delivery of relevant and non-proprietary statistics to the Media Company in an electronic form that is approved by the Media Company; provided, however, that the Media Company must receive access to such interface in the timeframe set out in clause 13.3;

13.2.3 if neither party's ad server is compliant with the IAB/AAAA Guidelines or the requirements in subclause 13.2.2, above, cannot be met, the Controlling Measurement will be based on the Media Company's ad server, unless otherwise agreed by the Agency and the Media Company in writing;

13.2.4 the Media Company agrees to reconcile delivered (actual) activity versus ordered guaranteed activity based on the Agency's Third Party Ad Server after each calendar month for the previous month of activity for each individual placement stated on the IO. Unit guarantees relative to the IO must be monitored and tracked for each individual placement, unless otherwise provided in this Agreement. It is the Media Company's responsibility to monitor advertising delivery and to alert the Agency media contact as soon as possible (and in any event no later than two weeks prior to campaign end-date) if an under delivery or over delivery is likely to occur;

13.2.5 the Agency's Third Party Ad Server will be used to determine all delivery activity at the placement level (including Added Value, rich media units, and if applicable, site served placements), unless otherwise noted on this Agreement. The Agency is not responsible for discrepancies between the Agency's Third Party Ad Server and the Media Company's and/or Rich Media Company's Ad Server. The Media Company may choose to use rich media reporting only as a backup to the Agency's Third Party reporting. The Media Company should request a login to the Agency's Third Party Ad Server reporting platform if it does not have one from Agency. Reconciliation of delivered inventory will be pursuant to clause 13.4;

13.2.6 Agency/Advertiser's MRC accredited Third Party AVV will be used to determine all viewable composition at the placement level. Agency is not responsible for discrepancies between Agency's Third Party AVV and the Media Company's and/or Rich Media Company's Third Party AAV.

13.3 Ad Server Reporting Access. As available, the party responsible for the Controlling Measurement will provide the other party with online or automated access to relevant and non-proprietary statistics from the ad server within one (1) day after campaign launch. The other party will notify the party with Controlling Measurement if such party has not received such access. If such online or automated reporting is not available, the party responsible for the Controlling Measurement will provide placement level activity reports to the other party in a timely manner, as mutually agreed to by the parties unless otherwise provided herein. If both parties have tracked the campaign from the beginning and the party responsible for the Controlling Measurement fails to provide such access or reports as described herein, then the other party may use or provide its ad server statistics as the basis of calculating campaign delivery for invoicing. Notification may be given that access, such as login credentials or automated reporting functionality integration, applies to all current and future IOs for one or more Advertisers, in which case new access for each IO is not necessary.

13.4 Discrepant Measurement. If the difference between the Controlling Measurement and the other measurement exceeds 10% over the invoice period and the Controlling Measurement is lower, the parties will facilitate a reconciliation effort between Media Company and Third Party Ad Server measurements. If the discrepancy cannot be resolved and a good faith effort to facilitate the reconciliation has been made, Agency reserves the right to either:

13.4.1 consider the discrepancy an under-delivery of the Deliverables whereupon the parties will act in accordance with the provisions of clause 9, including the requirement that the Agency and the Media Company make an effort to agree upon the conditions of a makegood flight and delivery of any makegood will be measured by the Third Party Ad Server, or

13.4.2 pay the invoice based on Controlling Measurement-reported data, plus a 10% upward adjustment to delivery.

13.5 Measurement Methodology. The Media Company will make reasonable efforts to publish, and the Agency will make reasonable efforts to cause the Third Party Ad Server to publish, a disclosure in the form specified by the AAAA and IAB regarding their respective ad delivery measurement methodologies with regard to compliance with the IAB/AAAA Guidelines.

13.6 Third Party Ad Server Malfunction. Where the Agency is using a Third Party Ad Server and that Third Party Ad Server cannot serve the Ad, the Agency will have a onetime right to temporarily suspend delivery under the IO for a period of up to 72 hours. Upon written notification by the Agency of a non-functioning Third Party Ad Server, the Media Company will have 24 hours to suspend delivery. Following that period, the Agency will not be held liable for payment for any Ad that runs within the immediately following 72-hour period until the Media Company is notified that the Third Party Ad Server is able to serve Ads. After the 72-hour period passes and the Agency has not provided written notification that the Media Company can resume delivery under the IO, the Advertiser will pay for the Ads that would have run, or are run, after the 72-hour period but for the suspension, and can elect the Media Company to serve Ads until the Third Party Ad Server is able to serve Ads. If the Agency does not so elect for the Media Company to serve the Ads until Third Party Ad Server is able to serve Ads, the Media Company may use the inventory that would have been otherwise used for the Media Company's own advertisements or advertisements provided by a Third Party.

13.7 Third Party Ad Server Fixed. Upon notification that the Third Party Ad Server is functioning, the Media Company will have 72 hours to resume delivery. Any delay in the resumption of delivery beyond this period, without reasonable explanation, will result in the Media Company owing a makegood to the Agency.

13.8 Composition Based Buys. In the event a Third Party is used to determine actual audience composition delivery of an Advertiser's desired targeted audience demo segment(s) (Composition), the IO will state the total number of guaranteed units for such Composition. Although the Agency/Advertiser is using estimates of Composition from such Third Party research supplier the Media Company is required to provide Non-Guaranteed Impressions, which may include out-of-demo composition, in order to guarantee impression for Composition.

**14 MISCELLANEOUS**

14.1 Necessary Rights. The Media Company represents and warrants that Media Company has all necessary permits, licenses, and clearances to sell the Deliverables specified on the IO subject to this Agreement. The Agency represents and warrants that the Agency has all necessary licenses and clearances to use the content contained in the Ads and Advertisements as specified on the IO and subject to this Agreement including any applicable Policies.

14.2 Assignment. Neither party may resell, assign, or transfer any of its rights or obligations hereunder without the prior written consent of the other, and any attempt to subcontract, assign, or transfer such rights or obligations without the other's prior written approval will be null and void. All terms and conditions in this Agreement will be binding upon and inure to the benefit of the parties hereto and their respective permitted transferees, successors, and assigns.

14.3 Entire Agreement. Each IO (including the Terms) will constitute the entire agreement of the parties with respect to the subject matter thereof and supersede all previous communications, representations, understandings, and agreements, either oral or written, between the parties with respect to the subject matter of the IO. The IO may be executed in counterparts, each of which will be an original, and all of which together will constitute one and the same document.

14.4 Conflicts; Governing Law; Amendment. In the event of any inconsistency between the terms of an IO and these Terms, the terms of the IO will prevail. This Agreement will be governed by and construed in accordance with the laws of England. Media Company and Agency agree that any claims, legal proceedings, or litigation arising in connection with this Agreement (including these Terms) subject to the exclusive jurisdiction of the courts of England. No modification of these Terms will be binding unless in writing and signed by both parties. If any provision herein is held to be unenforceable, the remaining provisions will remain in full force and effect. All rights and remedies hereunder are cumulative.

14.5 Notice. Any notice required to be delivered hereunder shall be in writing, delivered by hand or by prepaid first class or special delivery post to the address given at the start of this Agreement and marked for the attention of the contact as noted on the IO with a copy to the Legal Department.

14.6 Survival. There shall survive the expiration or termination of this Agreement any clause which is necessary to survive to give effect to the relevant provision.

**15 Operational Compliances**

The Agency encourages all partners to follow the following compliances for video inventory across screens (where available/applicable)

15.1.1 VAST 3.0

15.1.2 VPAID (Interactive/Dynamic Units)

15.1.3 Mobile VASTMRAID (Interactive/Dynamic Units)

**ADDENDUM TO DENTSU UK TERMS AND CONDITIONS FOR INTERNET ADVERTISING FOR MEDIA BUYS ONE YEAR OR LESS, VERSION 3.1**

**1 DEFINITIONS**

1.1 For the purposes of this Addendum, capitalised terms shall have the meanings given below:

"**Agency Personal Data**" means personal data provided or made available to the Media Company, or collected or created for the relevant client of the Agency, in connection with the Agreement and includes but is not limited to the personal data set out in the Processing Instructions annexed to this Agreement.

"**Applicable Law**" means

(i) any and all laws, statutes, regulations, by-laws, orders, ordinances and court decrees that apply to the performance and supply of the services under the Agreement or the processing of Agency Personal Data, and

(ii) the terms and conditions of any applicable approvals, consents, exemptions, filings, licences, authorities, permits, registrations or waivers issued or granted by, or any binding requirement, instruction, direction or order of, any applicable government department, authority or agency having jurisdiction in respect of that matter.

"**Complaint**" means a complaint relating to either party's obligations under Data Protection Legislation relevant to this Addendum, including any compensation claim from a data subject and any notice, investigation or other action from a regulatory authority.

"**Data Protection Legislation**" means all Applicable Laws and codes of practice applicable to the processing of personal data, electronic communications or direct marketing, including the GDPR, the Privacy and Electronic Communications Directive (2002/58/EC) and the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI2003/2426), and any implementing legislation, all as amended, extended, replaced or updated from time to time.

"**Further Sub-Processor**" means another processor engaged by the Media Company for carrying out processing activities in respect of the Agency Personal Data on behalf of the Agency and authorised by the Agency in accordance with clause 7 of this Addendum.

"**GDPR**" means 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 as applicable as of 25 May 2018, as may be amended from time to time.

"**Processing Instructions**" has the meaning set out in clause 3.3(a) of this Addendum.

"**Request**" means a request from or on behalf of a data subject of Agency Personal Data to exercise any rights of data subjects under Data Protection Legislation.

"**Security Incident**" means an incident which resulted in (or which if successful would have resulted in) the accidental or unlawful destruction, loss, alteration or unauthorised disclosure of, or access to, personal data including Agency Personal Data while in the custody or control of the Media Company or a Further Sub-Processor.

"**controller**", "**data subject**", "**personal data**", "**processing**" and "**processor**" have the meanings set out in the GDPR (and related terms such as "**process**" have corresponding meanings).

1.2 The parties agree that to the extent of any conflict between the IO, the Terms and this Addendum, the terms of this Addendum shall prevail.

**2 MEDIA COMPANY AS CONTROLLER**

2.1 In relation to any service provided by the Media Company to the Agency under or in connection with this Agreement in respect of which the Media Company is a controller of personal data,

(a) the Media Company represents and warrants that:

(i) it complies with Data Protection Legislation and the information and notice requirements contained therein;

(ii) it fairly and lawfully gathered all relevant personal data (including without limitation any personal data collected via cookies) provided to the Agency or to its client(s) or which it

processes in connection with a service provided by the Media Company to the Agency or its clients under this Addendum

(iii) where legally required it has obtained from each data subject informed, specific, unbundled, and unambiguous, affirmative consent, in compliance with Data Protection Legislation and direct marketing laws and has appropriately documented such consent to all processes relevant for delivery of each service provided by the Media Company to the Agency or its client(s) and

(iv) the Media Company has all rights, permissions, and authorizations necessary to provide such services to the Agency and its client(s) including without limitation provision of personal data to the Agency or its client(s).

(b) the Media Company further represents, warrants and undertakes to the Agency that:

(i) information provided to the Agency or its client(s) is complete and accurate. Such information includes (i) any relevant personal data provided to the Agency or its client(s) (ii) any information provided as part of any due diligence or audit conducted prior to or following the date of this Addendum, (iii) any information regarding notice, consents, limitations and the purposes for which personal data may be processed;

(ii) it shall promptly inform the Agency and/or its client(s) (and keep the Agency and/or its client(s) informed) of the exercise by any relevant data subject of their rights under Data Protection Legislation, including without limitation the right to require the rectification or erasure of personal data and the restriction of the processing of personal data; and

(iii) insofar that the Media Company sub-contracts any of its services under the Agreement to a third party, such third party shall undertake in writing to comply with obligations equivalent to the obligations undertaken by the Media Company under this clause 2.

2.2 Without prejudice to any other provision of the Agreement, Media Company will comply with the requirements of the Brand Safety Policy as updated from time to time.

**3 PROCESSING**

3.1 The following provisions shall apply to the extent that the Media Company acts as processor of Agency Personal Data under or in connection with this Agreement.

3.2 A description of the scope and purpose and duration of the processing permitted in connection with this Agreement (including the type of Agency Personal Data and categories of data subject involved) is set out in the Agency's instructions referred to in clause 3.3 of this Addendum. The Media Company will regularly review the Processing Instructions and will promptly notify the Agency in writing of any amendment required to ensure that each Processing Instruction remains accurate, up-to-date and complete. If the Agency approves the proposed amendment, the then current version of the relevant Processing Instruction will be replaced by the amended version as approved by the Agency. If the Agency does not approve the proposed amendment, the Media Company will continue to process personal data in accordance with the then current version of the Processing Instruction(s).

3.3 The Media Company shall unless required to do otherwise by Applicable Law,

(a) only act upon, and use Agency Personal Data in accordance with, the Agency's instructions:

where the Media Company is providing programmatic services to the Agency and will be using Agency Personal Data the following processing instructions apply: https://www.dentsu.com/uk/en/programmatic-processing

where the Media Company is providing data management and tracking services to the Agency and will be using Agency Personal Data the following processing instructions apply:https://www.dentsu.com/uk/en/data-management-and-tracking-processing

where the Media Company is providing data capture services including without limitation in connection with competitions, surveys and/or lead generation to the Agency and will be using Agency Personal Data the following processing instructions apply: https://www.dentsu.com/uk/en/data-capture-processing

where the Media Company is providing paid search services to the Agency and will be using Agency Personal Data the following processing instructions apply: https://www.dentsu.com/uk/en/paid-search-processing

where the Media Company is providing paid social services to the Agency and will be using Agency Personal Data the following processing instructions apply: https://www.dentsu.com/uk/en/paid-social-processing

where the Media Company is providing digital operations services to the Agency and will be using Agency Personal Data the following processing instructions apply: https://www.dentsu.com/uk/en/digital-operations-processing

("**Processing Instructions**");

(b) comply with the Processing Instructions and contact the Agency as soon as reasonably practicable if it is ever unsure as to the parameters of any Processing Instructions;

(c) immediately notify the Agency if Applicable Law requires it to process Agency Personal Data other than in accordance with Processing Instructions (such notification to be made before such processing takes place);

(d) immediately notify the Agency if the Media Company becomes aware of a Processing Instruction that infringes Data Protection Legislation. Following such notification the Agency shall have the right to suspend the Processing Instruction and either amend it (to the extent the Agency considers this is necessary for the purpose of complying with Data Protection Legislation) or terminate that part of the processing by the Media Company. In the event of such suspension or termination, to the extent that any elements of the fees and / or charges under the Agreement relate to such Processing Instruction, such fees and / or charges shall not be payable by the Agency and the Media Company waives any right it may have to such amounts; and

(e) ensure that it can always distinguish the Agency Personal Data from other data and to the extent it is technically possible, keep it separate from all other data including any data which relates to other clients of the Agency.

**4 SECURITY**

4.1 The following provisions apply to the Media Company if it is either or both a controller or processor of personal data under or in connection with this Agreement.

4.2 The Media Company has implemented and will maintain throughout the term of the Agreement, at its own cost and expense, appropriate technical and organisational measures, internal controls and information security routines to ensure the security of personal data including without limitation Agency Personal Data, to prevent the accidental, unauthorised or unlawful access, disclosure, alteration, loss, damage or destruction of personal data including without limitation Agency Personal Data, and to assist the Agency in ensuring compliance with the requirements for the security of processing as set out in Data Protection Legislation. Such measures shall include but not be limited to the delivery of personal data to the Agency or its clients via SFTP and the encryption of personal data with PGP or other common protocol agreed by the parties

4.3 The measures referred to in this clause 4 shall at all times:

(a) be of at least the minimum standard required by Data Protection Legislation;

(b) be of a standard no less than the standards compliant with good industry practice for the protection of personal data; and

(c) be compliant with any minimum standards and/or reasonable requirements that the Agency may provide to the Media Company from time to time in writing.

**5 NOTIFICATION**

**Security Incidents**

5.1 The following provisions apply to the Media Company if it is either or both a controller or processor of personal data under or in connection with this Agreement.

5.2 If the Media Company becomes aware of, receives a notification regarding, or reasonably suspects a Security Incident it shall (at no cost to the Agency):

(a) without undue delay (and in any event no later than twelve (12) hours after becoming aware of, receiving a notification regarding, or first suspecting the Security Incident) notify the Agency of the Security Incident;

(b) without undue delay (and in any event no later than twenty four (24) hours after becoming aware of, receiving a notification regarding, or first suspecting the Security Incident) provide the Agency with detailed information about:

(i) the nature of the Security Incident including the categories and approximate number of data subjects and any Agency Personal Data records concerned;

(ii) the likely consequences of the Security Incident; and

(iii) the steps the Media Company has taken to address the Security Incident;

(c) take all necessary steps to mitigate the effects and to minimise any damage resulting from the Security Incident and to prevent a recurrence of such Security Incident; and

(d) provide such assistance and cooperation as the Agency requires in responding to the Security Incident including in relation to notifying any relevant regulatory authority and/or data subject of the Security Incident.

**Requests and Complaints**

5.3 If the Media Company receives a Request it shall (at no cost to the Agency):

(a) record the Request and without undue delay (and in any event within two (2) calendar days of receipt) forward it to the Agency;

(b) within the timescales required by the Agency provide the Agency with such information, cooperation and assistance as it requires in relation to the Request; and

(c) not respond to the Request without the Agency's prior written approval.

5.4 The Media Company shall promptly (and in any event within forty-eight (48) hours of receipt) inform the Agency if it receives a Complaint and provide the Agency with full details of such Complaint and provide all such information, cooperation and assistance as the Agency requests at no cost to the Agency.

**6 PERSONNEL**

The Media Company shall ensure that its personnel (and shall procure that the personnel of any Further Sub-Processor):

6.1 are reliable and receive adequate training on compliance with this Addendum and Data Protection Legislation;

6.2 are obligated to maintain the security and confidentiality of any Agency Personal Data to which they have access even after their engagement ends; and

6.3 do not process Agency Personal Data other than in accordance with Processing Instructions except where processing of Agency Personal Data is required by Applicable Law in which case the Media Company shall, where practicable and not prohibited by Applicable Law, notify the Agency of any such requirement before processing.

**7 FURTHER SUB-PROCESSORS**

7.1 The Media Company shall not permit another processor to process Agency Personal Data without the prior written approval of the Agency.

7.2 Any authorisation by the Agency to use a Further Sub-Processor is given on the condition that the Media Company shall:

(a) keep a written record containing at least the following information in relation to each Further Sub-Processor

(i) the date on which the Agency gave the written approval referred to in clause 7.1; and

(ii) the name and job title of the person who gave such written approval on behalf of the Agency. The Media Company shall, on request, make a copy of this record available to the Agency;

(b) ensure, before any processing of Agency Personal Data takes place, that the Further Sub-Processor is contractually bound to substantially similar obligations with respect to the processing of Agency Personal Data as to which the Media Company is bound by this Addendum (including in relation to providing such access and assistance as the Agency requires from time to time). The Media Company shall provide copies of documentation to evidence its compliance with this clause to the Agency promptly on request;

(c) remain fully liable to the Agency for the Further Sub-Processor's performance, as well as for any acts or omissions of the Further Sub-Processor as regards its processing of Agency Personal Data; and

(d) immediately cease using a Further Sub-Processor to process Agency Personal Data upon receiving written notice from the Agency directing the Media Company to do so.

**8 TRANSFER OF DATA OUTSIDE THE EUROPEAN ECONOMIC AREA**

8.1 The Media Company shall not (and shall procure that any Further Sub-Processor shall not) transfer Agency Personal Data to a country outside the European Economic Area without the prior written approval of the Agency.

8.2 The Media Company shall ensure that any approved transfer is carried out:

(a) in compliance with Data Protection Legislation; and

(b) in accordance with the transfer mechanism agreed with the Agency in writing.

**9 COMPLIANCE AND ASSISTANCE WITH REGULATORS**

The Media Company shall (at no cost to the Agency):

9.1 maintain a record of all categories of processing carried out on behalf of the Agency;

9.2 make the same available to the Agency and, subject to clause 9.3, to any relevant regulatory authority on request;

9.3 provide to the Agency a copy of any correspondence with a relevant regulatory authority relating to the Agreement or to Agency Personal Data in advance of providing that correspondence to such regulatory authority;

9.4 co-operate and assist the Agency with any privacy impact assessments and consultations with (or notifications to) relevant regulatory authorities that the Agency reasonably considers are relevant pursuant to Data Protection Legislation in relation to the Agency Personal Data and the services of the Media Company under the Agreement; and

9.5 comply with all reasonable requests or directions by the Agency to verify and/or procure the Media Company's full compliance with its obligations under Data Protection Legislation and this Addendum.

**10 AUDIT AND INSPECTION**

10.1 Subject to reasonable written advance notice from the Agency, the Media Company shall (and shall procure that any Further Sub-Processor shall) (at no cost to the Agency):

(a) permit the Agency and/or a qualified representative to conduct audits and inspections of the Media Company's (or any Further Sub-Processor's) systems and processes in relation to the processing of personal data including Agency Personal Data;

(b) contribute to such audits and inspections; and

(c) allow the Agency to share the results of any such audit or inspection with the Agency's client or a relevant regulatory authority.

10.2 If any audit or inspection reveals non-compliance by the Media Company (or any Further Sub-Processor) with its obligations under Data Protection Legislation or a breach by the Media Company of its obligations under this Addendum, the Media Company shall promptly at the request of the Agency:

(a) pay the costs of the Agency (or its qualified representative) of the audit or inspection; and

(b) resolve (and shall procure that any Further Sub-Processor resolves), at its own cost and expense all data protection and security issues discovered during the audit or inspection which reveal a

breach or potential breach by the Media Company (or any Further Sub-Processor) of its obligations under this Addendum.

**11 DELETION**

11.1 The Media Company shall, at the Agency's option, either delete or return all Agency Personal Data and cease processing such Agency Personal Data after the business purposes for which the Agency Personal Data was processed have been fulfilled, or earlier upon the Agency's written request.

11.2 At the same time as deleting or returning Agency Personal Data under clause 11.1, the Media Company shall also delete any existing copies of Agency Personal Data unless storage of such copies is required by Applicable Law (in which case the Media Company shall notify the Agency of that requirement).

**12 GENERAL**

Either party (the "**terminating party**") shall be entitled to immediately terminate the Agreement by notice in writing to the other if:

12.1 the other is in a material or persistent breach of this Addendum which, in the case of a breach capable of remedy, shall not have been remedied within twenty one (21) calendar days from the date of receipt of a written notice from the terminating party identifying the breach and requiring its remedy; or

12.2 the other becomes insolvent, has a receiver, administrator, or administrative receiver appointed over the whole or any part of its assets, enters into any compound with creditors, or has an order made or resolution passed for it to be wound up (otherwise than in furtherance of a scheme for solvent amalgamation or reconstruction).