

IMPROVE DIGITAL SELLER TERMS AND CONDITIONS

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SELLER TERMS AND CONDITIONS ("STC") of **IMPROVEDIGITAL INTERNATIONAL B.V.**, a private limited liability company with its registered office address in (1119 PX) Schiphol-Rijk at Beechavenue 182, the Netherlands, and any of its affiliates hereinafter referred to as **"Improve Digital"**.

Improve Digital makes available a digital platform to Sellers to sell, via RTB auction or direct deals, advertising space to Buyers. Buyers can be advertisers, or an agency, DSP or other intermediary who (ultimately) works for an advertiser. Sellers can send certain data together with the offer of advertising space (the bid request), and the advertiser or other parties on the buying side may also record certain data. Improve Digital does not determine what Seller data, including personal data, to collect or process via the Improve Digital platform as part of the bid request, and it is only technically responsible for allowing Seller supply and Buyer demand to meet.

DEFINITIONS

1. In these STC the following expressions shall have the meaning as set out next to them:

"Ad Inventory" means advertising inventory, including, but not limited to web, mobile, application and/or widget-based advertising inventory.

"Ads.txt" is a pre-formatted txt. index to indicate which companies are authorised to (re)sell the ad inventory from specific publishers or content owners. Implementation guideline for the implementation of ads.txt is available under Improve Digital's Seller Creative-Enforcement-Ad-Quality-Policy as made available to Seller.

"Ad Unit" means a unit of advertising content including, but not limited to, a text-based, graphical, interactive, rich media, social, e-mail, video or other online advertisement.

"Agreement" means any agreement between Improve Digital and Seller including the STC and the schedules and/or the annexes to the agreement.

"Always On Deals" are a Demand Product & Service, which refer to Improve Digital or Seller campaigns that run across one or multiple Seller accounts on the 360 Platform and are delivered via Deal ID buying.

"Applicable Data Protection Law" means all applicable data protection and privacy laws, including EU Data Protection Law where applicable to a Party.

"Approximate Net Bid" means the bid that is sent as Header Bidding Bid, after deducting of the Approximate Seller Fee from the Gross Bid.

"Approximate Seller Fee" means an approximate Seller Fee which can be entered in 360 Polaris and which is based on an approximate percentage of revenue share Seller pays to Improve Digital for its Services. This will be a flat percentage (per buying type) with the goal of closely matching the reflected Contractual Seller Fee. There is an option to enter different percentage amounts per buying type: Classic, RTB and Deal Id.

"Authorized Digital Seller" means a company which is authorised to (re)sell the Ad Inventory from specific publishers or content owners. For the avoidance of doubt and for purposes of these STC, Authorized Digital Seller is also a Seller and all provisions applicable to Sellers apply to Authorized Digital Sellers.

"Beta Feature" means any Service feature that is expressly identified as "Beta", "Alpha", "Experimental" or "Pre-Release" or that is otherwise expressly identified as unsupported.

"Bad Debt" means the situation where the Buyer doesn't pay for the purchased Ad Inventory, regardless of the reason for that.

"Bid(s)" means, with respect to a particular auction, the price of the bid entered in an auction by Buyer (always calculated back to a CPM rate).

"Bidding Terms" means with respect to a user of the 360 Platform all of its criteria, specifications and other settings as set in the 360 Platform relating to a particular Ad Inventory or a particular audience, as applicable.

"Bid Request" means a request from a Seller, facilitated by Improve Digital, sent to potential Buyers to bid on Ad Inventory .

"Bid Request Data" means the data that is sent in the Bid Request to Buyer. Bid Request can consist of both Seller Data and Improve Digital Data

"Buyer" means an advertiser, agency, network, technical provider or other party that is engaged in (facilitating the) buying of Seller's Ad Inventory through Improve Digital or directly from the Seller making use of any Improve Digital platform whether or not via third party suppliers for execution.

"Buyer Data" means all data that Buyer receives as Bid Request Data. The resulting Buyer Data can include, but is not limited to, Buyer Personal Data.

"Buyer Personal Data" means that part of Buyer Data that is considered to be Personal Data within the meaning of EU Data Protection Law, and for which Buyer is considered to be the Controller.

"Clearing Price" means the actual price charged to the winning Buyer for displaying Ad Units

"Contractual Seller Fee" means the contractual agreed on Seller Fee by Parties. This can be a revenue share, a flat CPM or a mix of both.

"Controller", "Data Subject", "Personal Data", "Processor" and "Recipient" all have the meaning under Applicable Data Protection Law.

"Cookies" means the use of electronic communications networks to store information or to gain access to information stored in the terminal equipment of a subscriber or user within the meaning of the EP Directive, and any successor legislation thereto.

"CPC" means "Cost Per Click". CPC defines how much revenue a Seller receives each time a user clicks an advertisement link on his website.

"CPM" means Cost Per Mille, which means cost per thousand impressions.

"Deal – ID" means deals directly made between the Seller or Improve Digital and a Buyer based on a Deal-ID number.

"Demand Products & Services" means products and/or services provided by Improve Digital to Seller that create new advertising opportunities, deliver increased inventory value or activate Buyers spend on Sellers' behalf.

"Demand Product & Service Seller Fee" means an additional Seller Fee charged by Improve Digital for the provision of the Demand Product & Service to Seller, that is deducted from the Won CPM Price submitted by Buyer. This reduction includes, but is not limited to, any fees of Sales Partners, if applicable. The CPM price that the Seller sees in its account dashboard is the CPM price submitted by Buyer minus the Demand Products & Services Seller Fee.

"Direct Deal" means Deal-ID based trading.

"Erroneous Bidding": means a substantially higher bid by a Buyer than might be expected given the circumstances and from which can (and may) be deduced that this was caused by an inadvertent error of the Buyer.

"EU Data Protection Law" means all applicable EU data protection and privacy laws, including: (i) prior to 25 May 2018, Directive 95/46/EC of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data and on the free movement of such data ("**DP Directive**") and local implementing laws and regulations, and on and after 25 May 2018, Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) ("**GDPR**"), (ii) the Privacy and Electronic Communications Directive 2002/58/EC ("**EP Directive**"), and (iii) any other European Union or EU Member State laws made under or pursuant to (i) and (ii); in each case as such laws may be amended or superseded from time to time.

"Final Revenue" means the total of sold and Served Impressions of the Seller, after adjustments (if any) for purposes including, but not limited to Bad Debt, service charges, statistical errors, Invalid Traffic, technical matters and currency differences.

"First Price Auction" means an auction mechanism where the highest Bid wins the auction and where the Clearing Price equals the amount of this highest Bid.

"Gross Bid" means the CPM price submitted by the Buyer in the auction

"Header Bidding Bid" means the bid that Improve Digital submits to the Header Bidding.

"Header Bidding, Header Bidding Solution or Header Bidding Wrapper" mean a string of java script that simultaneously collects multiple bid requests and responses before passing them through to an ad server. In addition, the wrapper also collects various ad tech tags for services such as tracking, analytics and viewability that are implemented throughout a Sellers' webpage.

"Improve Digital Data" means all data that Improve Digital collects and stores in connection with it providing the Services, as specified in more detail in the Improve Digital Platform Privacy Policy. Improve Digital Data specifically excludes Seller Data that Improve Digital processes on Seller's behalf and instruction pursuant to a Processor Agreement.

"Improve Digital Personal Data" means that part of Improve Digital Data that is considered to be Personal Data within the meaning of EU Data Protection Law, and for which Improve Digital is considered to be the Controller.



"Invalid Traffic" means any traffic, including but not limited to, Ad Inventory, Site content, impressions or similar billing events that are determined by Improve Digital's system, or that of its Buyers, to be fraudulent, suspect in quality, or unusable according to Improve Digital standards. Invalid Traffic includes, but is not limited to, pop-unders, click-jacking, auto scrolling, forced navigation, auto navigation, dark pages, auto-play video in pop-under with sound off, auto-refresh of ad slots, call video ads behind the video player, referer stripping or replacement, empty or spoofed domains, unauthorised (re)selling of Ad Inventory by Seller, stacked redirects, auto-click on recommendation widget tile, content-recommendation tile trick play, rogue mobile apps auto-loading impressions.

"Invalid Traffic Reports (IVT)" means the document provided by Improve Digital to Seller informing Seller of the Invalid Traffic determined by Improve Digital's administration or that of its Buyers' administration.

"Invoice Instruction" means the document provided by Improve Digital behind a login to Seller informing Seller of the final revenues generated from the 360 Platform based on Improve Digital's administration.

"Net Bid" means the CPM price submitted by the Buyer that competes in the auction, minus the Seller Fee

"Open RTB" means the RTB market ecosystem where various Buyers are buying Ad Inventory directly from the ecosystem based on RTB.

"Parties" means Improve Digital and Seller and **"Party"** means Improve Digital or Seller.

"Platform Privacy Policy" means all applicable Improve Digital platform privacy policies as may be updated or modified from time to time, including without limitation Improve Digital's Platform Privacy Policy, as made available to Seller and as updated from time to time.

"Policies" mean all applicable Improve Digital ad specification requirements and policies as may be updated or modified from time to time, including without limitation (i) Improve Digital's Seller Creative-Enforcement-Ad-Quality-Policy (ii) Improve Digital's Platform Privacy Policy and any other policy and implementation guidelines identified in the Agreement or provided by Improve Digital to Seller (in each case, as modified from time to time).

"Private Dealing Room" means the environment where Seller trades media space with Buyers that received access to the Private Dealing Room after invitation by Seller. Buyers use the Private Dealing Room login of the specific Seller.

"Private Market Place" (PMP) means Deal-Id based trading.

"Processor Agreement" means a binding written agreement between a Controller and a Processor in the meaning of article 17 of the Data Protection Directive 95/46/EC, and as from May 25, 2018 within the meaning of article 28(3) of the GDPR.

"Revenue Share Percentage" means the percentage of the Final Revenue agreed between the Parties and which is used for the calculation of a Seller Fee.

"RTB" means real time bidding

"Sales Partner" means a sales partner of Improve Digital which is granted the right by Seller to actively sell (certain parts of) Ad Inventory of Seller available on the 360 Platform to Buyers.

For this Seller shall be charged an additional Seller Fee.

"Second Price Auction" means an auction mechanism where the highest Bid wins the auction and the Clearing Price equals the second-highest Bid plus 0,01 ct.

"Seller" means a customer of Improve Digital, a media owner, network or any other party that sells and/or attempts to sell and/or facilitates the sale of Ad Inventory through the Service(s).

"Seller Data" means all data provided by Seller to Improve Digital under the Agreement, including but not limited to Seller Personal Data, as provided in more detail in the Processor Agreement between Seller (acting as Controller) and Improve Digital (acting as Processor).

"Seller Personal Data" means that part of Seller Data that is considered to be Personal Data within the meaning of EU Data Protection Law, and for which Seller is considered to be the Controller.

"Seller Fees" means all fees directly charged by Improve Digital to the Seller for the Service(s).

"Seller Creative-Enforcement-Ad-Quality-Policy" means the Creative Enforcement Ad Quality Policy for Sellers as provided and as it may be updated or modified from time to time.

"Served Impression" means an impression delivered pursuant to a transaction conducted through the 360 Platform, it being understood that each of an "house" Ad Unit impression, pixels and a "default" Ad Unit impression delivered pursuant to a transaction conducted through the 360 Platform will be deemed a Served Impression for purposes hereof.

"Service(s)" means the service provided by Improve Digital to Seller in the form of technology and technical functions, and or any other services and/or activities performed by Improve Digital under the Agreement.

“**Sites**” means the digital properties of Seller, or its clients, on which the Ad Inventory appears (i.e., websites, mobile sites, syndication platforms, video players and applications).

“**Sub Processor**” means another Processor engaged by the initial Processor. Sub Processor explicitly does not include any Buyers and/or any third party deployed by Processor on request of Controller.

“**Virtual CPM Value**” means the expected CPM value that is sent as a Header Bidding Bid for CPC campaigns. Improve Digital’s algorithm generates and allocates a ‘virtual CPM value’ to CPC campaigns, which is calculated based on historical and current learnings and probabilities that the ad would be clicked. This equals the gross CPM Improve Digital uses for its internal auction.

“**UI Numbers**” means the numbers in the user interface communicated by Improve Digital to Seller for reporting purposes.

“**Universal Deals**” are a Demand Product & Service, which refer to Improve Digital campaigns and that run across one or multiple Seller accounts on the 360 Platform and are delivered via Deal ID buying.

“**Won Bid**” or “**Won CPM Price**” means the price submitted by the Buyer that won the auction

“**360 Platform**” means Improve Digital’s proprietary technology platform(s) and Service(s), whether or not via tools of third party suppliers, through which parties may buy or sell Ad Inventory including any integration interfaces.

“**360 Polaris**”: Improve Digital has modified its 360 Platform and Service(s) and one of these new Services is 360 Polaris which was released on the 19th of September 2016.

APPLICABILITY OF THE STC

2. These STC apply to the Agreement and any agreement entered into between Improve Digital and Seller in relation to the Service(s) provided by Improve Digital to Seller.

3. Any terms and conditions set forth in any document(s) issued by Seller either before or after issuance of any document by Improve Digital setting forth or referring to these STC are hereby explicitly rejected and disregarded by Improve Digital, and any such terms shall be wholly inapplicable to any Agreement between Improve Digital and Seller and shall not be binding in any way on Improve Digital.

PRICE ADJUSTMENTS

4. Improve Digital will add taxes, duties and similar levies to its price where Improve Digital is required by law to pay or collect them and these will be paid by Seller together with the price.

5. Improve Digital reserves the right to make corrections to former invoices with regard to tax where Improve Digital is required by law to do so.

6. Prices are increased once a year to a maximum amount of the ECB price index “Harmonised Index of Consumer Prices (HICP)” as published by the European Central Bank. New prices will become applicable per the first of the next full calendar month.

OBLIGATIONS OF PARTIES

7. Improve Digital shall provide access to the Invoice Instructions informing Seller of the Final Revenues generated within thirty (30) days after months’ end. All invoices of Parties shall be exclusively based on the Invoice Instructions to be found on the 360 Platform. In all cases only the precise numbers from the Invoice Instructions shall be used for the invoicing.

8. Improve Digital shall pay invoices within sixty (60) days after receiving of the invoice denominated in Euros only.

9. The amounts due to Seller in respect of the Ad Inventory sold by Seller shall only be payable by Improve Digital if and to the extent Improve Digital has collected full payment from Buyers.

10. In case Seller collects payments from Buyers by itself, all invoices of Improve Digital shall be payable by Seller within thirty (30) days of the invoice date. In the event of failure to pay within this term, Seller shall be in default without any notice of default or reminder being required and shall be obliged to pay interest of one and a half percent (1.5%) per month on the entire amount that is due as of the date on which payment should have been made.

11. Detection of or any reasonable suspicion of any Invalid Traffic gives Improve Digital the right to (i) de-activate Sellers’ account, (ii) withhold all revenues due to the Seller, (iii) obtain a refund of prior payments (or any portion thereof) made to Seller relating to such Invalid Traffic, unless Seller incontestably proves that it did in no way sell or otherwise (indirectly) provide Invalid Traffic. In order to be able to detect such Invalid Traffic



and control Ad Inventory quality Improve Digital has the right to use third party verification tools and Seller is obliged to assist and to cooperate with Improve Digital where and when needed. Any costs associated with the deployment and/or use of third party verification tools by Improve Digital are at the expense of Seller

12. Improve Digital holds the right to withhold payments or obtain a refund of prior payments (or any portion thereof) made to Seller based on Invalid Traffic Reports (IVT).

13. Seller understands and agrees that UI Numbers and the Invoice Instructions are based on the specific Clearing Price and Volumes and are adjusted for purposes including, but not limited to Bad Debt, Invalid Traffic, service charges, statistical errors, technical matters and currency differences.

14. Seller hereby grants Improve Digital the right to disclose aggregate spend numbers on publisher level to a Buyer and its clients for reporting and analysis purposes.

15. In the event the amount due from one Party to the other Party is less than five hundred Euros (EUR 500), no invoice will be generated of such fees and such fees will be deferred until the following month, or until the amount due is greater than five hundred Euros (EUR 500), whichever is later.

SERVICE

16. Improve Digital may update or modify the Service(s) from time to time. Seller shall not have approval rights over these updates but Improve Digital shall work diligently and in good faith with Seller to maintain Seller's access to the Service(s). For the avoidance of doubt, any such updates or modifications cannot limit Seller's control over Seller Personal Data, and Seller's written instructions to process Seller Personal Data on Seller's behalf.

17. Other than as expressly set out in the SLA, the Service(s) will be offered in its current state ("as is") and Improve Digital gives Seller no warranty with respect to the performance, the accuracy or the reliability of the Service(s). Future product additions to the platform may be subject to additional commercial negotiations.

18. Improve Digital will be Seller's exclusive provider of programmatic advertising Service(s), except with respect to Ad Inventory that cannot be sold programmatically or to the extent that clients of Seller will not allow for programmatic selling.

360 PLATFORM

19. With regards to any RTB related trading on the 360 Platform, Improve Digital shall act in its own name and for its own account between Seller and Buyer. As a result, Seller shall subsequently invoice Improve Digital based on the invoice instructions, Improve Digital shall sell the Ad Inventory to Buyer and shall subsequently invoice Buyer. Improve Digital reserves the right to adjust invoice instruction taking into account things such as Bad Debt and other corrections as described in clause 4-15 of the STC. With regards to RTB, there will be no direct transactions, agreements or invoices in place between Buyer and Seller.

20. Improve Digital grants to Seller the non-exclusive right to access and use the agreed 360 platform products, subject to the Agreement.

21. Seller shall have no recourse for any transaction (e.g., any sale of Ad Inventory) that occurs based on Erroneous Bidding by Buyer, Invalid Traffic or any corrections made by Buyer in retrospect of the bidding.

DIRECTLY SOLD NON REAL TIME BIDDING CAMPAIGNS

22. In the case Seller is running 'directly' sold campaigns in the form of non-RTB deals directly booked into the system or tag based business, it will become Seller's sole responsibility to have in place legal contracts underlying the business, the rules, responsibilities and the liabilities of trading. Improve Digital has no responsibilities or liabilities in this respect.

HEADER BIDDING

23. Improve Digital submits Gross Bids in all of its auctioning, including Header Bidding.

24. Seller understands and agrees that in case Seller chooses to use a Header Bidding Wrapper which require Net Bid submissions Improve Digital shall send an Approximate Net Bid instead of a Gross Bid.

25. Seller understands and agrees that as a consequence of the use of Approximate Net Bids in Header Bidding discrepancies may appear in reporting due to possible differences between the Approximate Net Bids used in Header Bidding and the Gross Bids used for Invoicing.

26. The Invoice Instructions are based on the Gross Bids and volumes. Improve Digital administration and billing system will remain as is and will remain leading and conclusive in the reporting and invoicing towards the Seller.



Seller shall have no recourse for any discrepancy due to differences between the Approximate Net Bids used in Header Bidding and the Gross Bids used for Invoicing.

27. Due to the setup within Improve Digital, it is not possible to send actual CPM values in case of CPC campaigns in Header Bidding and Improve Digital will submit a Virtual CPM Value as Header Bidding Bid instead.

28. Seller understands and agrees that as a consequence of the use of a Virtual CPM Value as Header Bidding Bid discrepancies in reporting may appear due to possible differences between the Virtual CPM Values used as Header Bidding Bid and the actual CPCs which will be used for invoicing.

29. The Invoice Instructions are based on the actual CPCs. Improve Digital administration and billing system will remain as is and will remain leading and conclusive in the reporting and invoicing towards Seller. Seller shall have no recourse for any discrepancy due to differences between the Virtual CPM Value used as Header Bidding Bid and the actual CPC used for Invoicing.

DEMAND PRODUCTS & SERVICES

30. Each and every Demand Product & Service will only be provided by Improve Digital after Sellers' approval and opt-in.

31. Improve Digital will charge Seller for the provision of the Demand Product & Service to Seller a Demand Product & Service Seller Fee.

32. Seller hereby grants Sales Partners the right to actively sell campaigns to Buyers on the Ad Inventory that is provided by Seller and made available on the 360 Platform. The Ad Inventory available for Sales Partners is made explicitly available by Seller via an opt-in. Seller shall at all times have control over the pricing amount for which such Ad Inventory is made available to the Sales Partner(s). The Sales Partner(s) may charge a fee for its/their activities, which fee will be incorporated in the Demand Product & Service Seller Fee.

AD INVENTORY & SITE CONTENT

33. Seller covenants that, when using a Service the Bidding Terms entered into the Service will be true and correct and complete in all material respects and that the content of the Sites will not violate or infringe upon the rights of any third party, and will not be obscene or otherwise illegal.

34. As part of Improve Digital's Seller Creative-Enforcement-Ad-Quality-Policy, Seller is required to adopt Ads.txt and to list Improve Digital or any of its Sales Partners as Authorized Digital Seller(s) on the domains that are made available by Seller on the 360 Platform in compliance with the Ads.txt project.

35. Improve Digital may remove or deactivate any Ad Inventory from any or all of the Service(s) in its reasonable discretion based on the Site content.

36. Seller's use of the Service(s) will comply with Improve Digital's Policies, including the Seller Creative-Enforcement-Ad-Quality-Policy. Seller shall compensate Improve Digital for any damages and costs Improve Digital may suffer resulting from a breach of these Policies.

37. Seller and Improve Digital each may reject or deactivate Ad Units and/or Ad Inventory that do not comply with their respective policies (including, without limitation, the Policies), or do not comply with any applicable law, rule or regulation, or for any reasonable business reason.

38. Seller shall use a refresh rate within the IAB standard of one (1) times in nine (9) minutes or should otherwise inform Improve Digital five (5) working days upfront of any changes. Improve Digital then may remove or deactivate these Ad Units.

39. Seller shall not provide and/or sell any Invalid Traffic and shall compensate Improve Digital for any damages and costs Improve Digital may suffer resulting from a breach of this provision 39.

40. Improve Digital may request Seller to remove or deactivate any Ad Inventory from any or all of the Services and/or the 360 Platform in its reasonable discretion for business results reasons. Seller is obliged to remove this Ad Inventory within three (3) business days. Non-removed Ad Inventory will be charged to Seller by Improve Digital against ten (10) eurocents CPM.

DATA PROTECTION OBLIGATIONS RELATED TO THE SERVICES

41. Seller and Improve Digital will use and will provide the Service(s) in compliance with Applicable Data Protection Law.

42. Improve Digital is responsible for the Improve Digital Personal Data. For the processing of Improve Digital Personal Data by Improve Digital, Improve Digital is the sole Controller.



43. While generally Seller does not receive Improve Digital Personal Data, if and when it does Improve Digital and Seller will enter into a written Processor Agreement.

44. Seller is responsible for Seller Data and has to determine if and when it is a Controller for such Seller Data where it contains Personal Data, and Seller is responsible for determining and meeting its rights and obligations with regard to handling such Personal Data.

45. For the processing of Seller Personal Data, Seller is the sole Controller, Improve Digital is a Processor and Buyer is a Recipient. Seller and Improve Digital will enter into a written Processor Agreement prior to Improve Digital processing Seller Personal Data on Sellers' behalf. The use, and provision of Seller Data, including any Personal Data, to any Buyers and/or any third party (other than a Sub Processor) engaged by Improve Digital at the request of Seller is the responsibility of Seller.

46. For the avoidance of doubt, Buyer is not a Processor acting on behalf of and on instruction from Seller.

47. In some cases, Seller Data, Improve Digital Data, and Buyer Data may be very similar or identical to one another and similar or identical entries may exist. For example, the timestamp and IP address for an Ad Unit. However, such similarities or overlap have no impact on the Parties' responsibilities for their respective data sets.

48. Seller will provide appropriate information and get valid and verifiable consent for and on behalf of Improve Digital for the processing of Improve Digital Data and the placement of Cookies by Improve Digital. This may include but is not limited to each of Seller's Sites that use the Service providing notices or a centralized notice adequate under Applicable Data Protection Law that discloses the use of third-party technology, and the data collection and usage resulting from the Services. Such notices should expressly identify and link to Improve Digital and the Improve Digital Platform Privacy Policy available at <http://www.improvedigital.com/platform-privacy-policy>, unless otherwise required by law, rule or regulation or if explicitly so requested by Improve Digital.

49. Seller represents and warrants that it will not use special categories of Personal Data in connection with providing Seller Data to Improve Digital.

50. Seller recognizes that its use of Seller Data, including the provision to Improve Digital and/or Buyers, may result in a transfer of Personal Data to a third country or an international organization which cannot ensure an adequate level of protection under EU Data Protection Law, and Seller guarantees to have provided for appropriate safeguards including enforceable data subject rights and effective legal remedies for data subjects, pursuant to the Applicable Data Protection Law, or otherwise to have obtained explicit consent from the Data Subject for such transfer.

51. Seller recognizes that the use by Improve Digital of Improve Digital Data, including its provision to Buyers in connection with the Services may result in a transfer of Personal Data to a third country or an international organization which cannot ensure an adequate level of protection under EU Data Protection Law, and Seller guarantees to have obtained for explicit consent from the Data Subject for such transfer on behalf of Improve Digital.

LIABILITY

52. Improve Digital's total aggregate liability in connection with an attributable failure to fulfil any obligations under the Agreement, a wrongful act and/or any other legal grounds, for any kind of damage including claims of third parties, including Data Subjects, and regulatory authorities, will (cumulatively) be limited to the amount paid out in the relevant matter under the liability insurance taken by Improve Digital. If, for any reason whatsoever, no payment is made under the aforementioned insurance, the total liability of Improve Digital is limited to the amount of the fees directly charged by Improve Digital to the Seller for the Services in the previous three (3) months prior to the date the alleged failure to fulfil any obligations under an Agreement and/or the wrongful act first arose, but in no event to exceed €25,000 (twenty-five thousand Euro).

53. Improve Digital will have no obligation or liability to the Seller if a claim is made with the competent court after a period of one (1) year from the date on which Seller was aware or could have been aware of the facts on which the claim is based.

54. Seller represents and warrants that it will comply with the obligations under the Agreement and Seller shall fully defend, indemnify and hold harmless (*volledig vrijwaren*) Improve Digital from any and all government enforcement action, third party claims, including from Data Subjects, and/or liabilities (including reasonable attorneys' fees) resulting from any breach of its obligations, representations or warranties herein.

55. The limitations of liability in the above provisions are not applicable in case of wilful misconduct or gross negligence (*opzet en bewuste roekeloosheid*).



56. The above provisions set out the entire liability of Improve Digital and its affiliates with regard to any claim, based on contract, tort or otherwise, in connection with the Agreement, including any Annexes thereto. The limitation of Improve Digital's liability applies accordingly to its employees, agents and sub-contractors.

SUBCONTRACTING AND ASSIGNMENT

57. Improve Digital shall be entitled to use third party services for the execution of the Agreement. Improve Digital is not liable for damages arising out of any acts or non-acts of such third persons.

58. Improve Digital has the right to wholly or partially assign the rights and obligations under an Agreement to a third party. The approval of Seller of such assignment is already granted by Seller. Seller shall not assign any rights or obligations under the Agreement without the prior written consent of Improve Digital and this stipulation is binding on third parties (*goederenrechtelijke werking*).

INTELLECTUAL PROPERTY RIGHTS

59. Except as may be expressly provided herein, neither Party shall have or obtain any rights in or to any intellectual property of the other Party in connection with the Agreement.

60. Without limiting the generality of the foregoing, Improve Digital retains all right, title and interest in and to the Service(s), the technology used by Improve Digital to operate the Service(s), Improve Digital's trademarks, and all enhancements made by Improve Digital to any of the foregoing from time to time, including but not limited to all patent, trademark, copyright, trade secret and all other intellectual property rights in the foregoing. Seller may not use the Service(s) except pursuant to the limited rights expressly granted in these STC and all rights not expressly granted herein are reserved by Improve Digital.

61. Seller shall not, and shall not attempt to, and will not assist or knowingly permit any third party to: (i) alter, modify, adjust, copy, reproduce, delete, damage, disassemble, decompile, reverse engineer or create derivative works of the Service(s) and/or the 360 Platform and/or tools of third party suppliers instructed by Improve Digital, or any portions thereof; or (ii) breach, disable, tamper or interfere with the proper operation of the Service(s) and/or the 360 Platform and/or tools of third parties, or with any security measures designed to protect the Service(s) and/or the 360 Platform and/or tools of third party suppliers instructed by Improve Digital. Seller shall compensate Improve Digital for any damages and costs Improve Digital may suffer.

62. Seller guarantees that no (intellectual and/or industrial property) rights of any third party are infringed by the Ad Inventory or any other data supplied by Seller to Improve Digital in connection with the Service(s). Seller indemnifies Improve Digital against all claims of third parties in this regard and shall compensate Improve Digital on demand for damages suffered by Improve Digital as a consequence and in connection with such an infringement.

FORCE MAJEURE

63. "Force Majeure" is in these STC in addition to its effect in the law and jurisprudence, all external causes, foreseen or unforeseen, that Improve Digital cannot influence, but which prevent Improve Digital to fulfil its obligations, strikes in the business included, including but not limited to regulations by any government authority, fire, flood, power outage, interruption, failure or defects in internet, telephone or other interconnection service or in electronic or mechanical equipment, staff illness of Improve Digital exceeding ten (10) working days, strikes, late delivery or unsuitability of materials, the failure by third parties engaged by Improve Digital to fulfil their obligations and/or default by one of the suppliers of Improve Digital.

64. If Improve Digital is unable to meet its obligations due to Force Majeure, it will not be liable. Insofar as compliance is not permanently unfeasible, its obligations will be suspended. If the period during which compliance is not feasible due to Force Majeure lasts or looks set to last longer than two (2) months, either Party will be entitled to terminate the Agreement, without any liability to pay damages.

65. If at the time Force Majeure takes effect, Improve Digital has already partly met its obligations or can only partly meet its obligations, it will be entitled to invoice separately the Service(s) that have already been delivered or can be delivered, and Seller will be obliged to settle this invoice as if it concerned a separate agreement.



CONFIDENTIALITY

66. Each Party shall maintain as confidential any information furnished or disclosed to one Party by the other Party, whether disclosed in writing or disclosed orally, relating to the business of the disclosing Party and its customers, with the exception of any information needed to improve the result of the trading of media inventory.

67. Each Party shall be entitled to announce publicly that it has entered into the Agreement. Seller grants Improve Digital a non-exclusive, non-transferable, royalty-free licence to use in block and stylized form Seller's company name, service, and/or logo for use by Improve Digital on its website, promotional materials, and marketing collateral in combination with the Service(s). However, neither Party will make any statements, written or verbal, or cause or encourage others to make any statements, written or verbal, that defame, disparage or in any way criticize the personal or business reputation, practices, or conduct of the other Party or its employees, directors and/or officers.

TERM OF THE AGREEMENT & TERMINATION

68. An Agreement shall remain into effect for the period as specified in the Agreement. After such period the Agreement shall each time tacitly be renewed by the same term. The Agreement can be terminated by either Party by giving a registered notice thereof no less than three (3) months prior to the end of the term of the Agreement. If the Agreement has been agreed on for an indefinite period of time, the Agreement can be terminated by either Party by giving a registered notice thereof no less than six (6) months prior to the termination date of the Agreement.

69. Each of the Parties shall be entitled to terminate without any liability whatsoever an Agreement prematurely by written notice to the other Party in each of the following cases:

- a. if the other Party breaches its obligations under such Agreement and has not cured such breach within thirty (30) days following receipt of a written notice of the breach;
- b. if the other Party applies for a suspension of payments or is granted a suspension of payments, bankruptcy or winding-up proceedings are instituted against the other Party or the other party is declared bankrupt or wound up; the other party's company is liquidated or terminated; or
- c. a substantial part of the other Party's capital is attached preventing it from fulfilling its obligations under the Agreement.

70. Parties agree that any unjustified failure of Seller to pay the Seller Fees or any other amount due to Improve Digital and unauthorized use of the Service(s) by Seller or on behalf of Seller shall qualify as a default which justifies termination of the Agreement.

71. Seller waives its rights to dissolve or nullify the Agreement or to have the Agreement dissolved or nullified in accordance with the Dutch Civil Code.

72. Upon occurrence of any of the events referred to above in provision 69 and 70, all payments to be made by Seller under the Agreement shall become immediately due and payable.

73. Upon occurrence of any of the events referred to above in provision 69 and 70, Seller shall immediately terminate the use of the Service(s). All use of the Service(s) after such termination by employees of Seller or its affiliates and other persons who use or have used the software on behalf of Seller shall be attributed to Seller and Seller shall be liable for such unauthorized use.

74. In case of termination, dissolution or nullification of the full Agreement or parts of it, Seller shall remove or deactivate pixels and/or javascripts from 360 yield, distributed to partners for tracking purposes, within one (1) month after the termination, dissolution or nullification of the Agreement. In case of non-compliance of this obligation of Seller, Improve Digital will invoice Seller the remaining requests at a rate of € 0.025 per request.

75. Termination of the Agreement for whatever reason shall not release Seller from its obligation to pay the Seller Fees or any other fees or charges for the term of the Agreement until the termination date.

76. Termination of the Agreement does not release Parties from their obligations under the following provisions of these STC: 52-56 (Liability), 59-62 (Intellectual property rights), 66-67 (Confidentiality), 68-76 (Term of the Agreement & Termination), 84-86 (Applicable law and jurisdiction), or other provisions of the Agreement which, by their nature, are intended to survive the termination of the Agreement.

REPRESENTATIONS, RESPONSIBILITIES AND OBLIGATIONS OF SELLER

77. Seller represents and warrants that it has full authority to enter into and carry out the Agreement and to the extent it resells Ad Inventory it is an Authorized Digital Seller. Upon request of Improve Digital Seller shall provide incontrovertible proof that it is an Authorized Digital Seller and substantiate this with conclusive evidence.

Seller is solely and fully responsible and liable for (a) its own use or the use of third parties being connected to the 360 Platform or the Service(s) through the Seller ("**Connected Third Party**") of the 360 Platform and the Service(s) and (b) its and such Connected Third Party's acts and omissions in connection with the 360 Platform and the Service(s).

78. Seller shall at all times (i) be solely responsible for soliciting Buyers, (ii) enter and otherwise provide accurate and complete information to Improve Digital, the Service(s) and the 360 Platform, (iii) comply with Improve Digital's Policies and third party supplier's posted policies for use of the Service(s) and/or the 360 Platform and/or tools of third party suppliers instructed by Improve Digital, (iv) be prohibited from damaging or tampering with any part of a Service or in any other way interfering with or disrupting the integrity or performance of the Service(s) and/or the 360 Platform and/or tools of third party suppliers instructed by Improve Digital, (v) be prohibited from attempting to gain unauthorized access to the Service(s) and/or the 360 Platform and/or tools of third party suppliers instructed by Improve Digital or the related systems or networks or breaching any Service security measure or (vi) be prohibited from misappropriating any part of a Service or modifying, disassembling, decompiling, reverse engineering, copying, reproducing or creating derivative works from or in respect to Services or any part of a Service.

79. Seller agrees that it is responsible for the use of the Service(s) and/or the 360 Platform and/or tools of third party suppliers instructed by Improve Digital, by its employees, approved agents, subcontractors and/or other Connected Third Party, and that it will ensure that such employees, approved agents, subcontractors and/or other Connected Third Parties comply with the terms of this Agreement. Seller acknowledges that in the event of a breach of this clause or other clauses in the Agreement, Improve Digital reserves the right, in its sole discretion exercised in good faith, to suspend or permanently deactivate Seller's account in the 360 Platform and/or Service(s).

80. All invoices sent by a third party to Improve Digital which can be reasonably allocated to the Seller shall be charged on Improve Digital to Seller by means of an invoice and shall be paid by the Seller to Improve Digital. Seller will defend, indemnify and hold harmless Improve Digital from all third-party claims or liabilities (including, without limitation, reimbursement for reasonable outside attorneys' fees and disbursements) arising out of or related to such invoices. All invoices of Improve Digital shall be payable within thirty (30) days after receipt of the invoice. In the event of failure to pay within this term, Seller shall be in default without any notice of default or reminder being required and shall be obliged to pay interest of one and a half percent (1.5%) per month on the entire amount that is due as of the date on which payment should have been made.

MISCELLANEOUS

81. In the event that any provision(s) of these STC shall be held invalid or unenforceable by a court of competent jurisdiction or by any future legislative or administrative action, such holding or action shall not negate the validity or enforceability of any other provisions thereof and such provision(s) shall be deemed severed from these STC. Every other provision shall remain in full force and effect.

82. The failure on the part of either Party to exercise, or any delay in exercising, any right or remedy arising from the Agreement shall not operate as a waiver thereof; nor shall any single or partial exercise of any right or remedy arising there from preclude any other or future exercise thereof or the exercise of any other right or remedy arising from the Agreement or from any related document or by law.

83. Seller shall not have the right to withhold or reduce any payments or to set-off existing and future claims against any payments due under the Agreement or under any other agreement that Seller may have with Improve Digital and agrees to pay the amounts under an Agreement regardless of any claimed reduction, withholding or offset which may be asserted by Seller or on its behalf.

APPLICABLE LAW AND JURISDICTION

84. These STC and the Agreement and all agreements relating thereto or resulting there from shall be governed by and construed in accordance with the laws of the Netherlands.

85. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to any offer, confirmation or Agreement.

86. All disputes, controversies or claims arising out of or in connection with these STC or the Agreement or relating to these STC or the Agreement or any further agreements relating thereto or resulting there from, or



the breach, termination or invalidity thereof, shall exclusively be submitted in the first instance to the Court of Amsterdam, the Netherlands.

CHANGE OF STC

87. Improve Digital reserves the right to change these STC.

88. These STC are drawn up in the English language on the express condition that all words, terms and expressions used herein shall be construed and interpreted in accordance with Dutch law.