

TERMS AND CONDITIONS FOR THE PROVISION OF DIGITAL MEDIA CAMPAIGNS

IT IS AGREED THAT:

1. SCOPE AND DURATION

- 1.1. These Terms and Conditions, and each of the Addendum listed in Schedule 3 to the extent applicable to a campaign, (which, together with all other schedules, shall be referred to as the **"Terms"**) are valid from the date on which they are accepted by Publisher (the **"Effective Date"**) and shall continue in effect until terminated by Agency giving to Publisher at least 30 days' written notice.
- 1.2. In these Terms the term **"Publisher"** shall, mean either (a) the legal entity which indicates its acceptance of these Terms pursuant to sub clauses 1.3(a) & (c), or (b) the legal entity identified as Publisher in an insertion order (**"IO"**) pursuant to clause 1.3(b). **"Affiliates"** shall mean in respect of a party that party's holding company and all subsidiaries of such holding company, as such expressions are defined in section 1159 of the Companies Act 2006.
- 1.3. Acceptance of these Terms shall be made upon the earliest of: (a) where the Publisher indicates acceptance, including by clicking "accept", in response to an e-mail from the Agency giving Publisher notice of these Terms; or (b) where Publisher indicates its approval of an IO pursuant to clause 2.7; or (c) any other clear indication of acceptance of these Terms by Publisher.
- 1.4. Each Agency may, on its own behalf or on behalf of its Affiliates, (each an **"Agency"**) purchase digital media space from Publisher for the delivery of digital media campaigns to Agency's advertiser clients (**"Advertisers"**), by submitting an insertion order to Publisher pursuant to clause 2 of these Terms.
- 1.5. Each Agency which submits IO(s) to Publisher forms a separate agreement with Publisher (an **"Agreement"**) which comprises these Terms together with any IOs submitted by that Agency to Publisher pursuant to clause 2, constituting one binding Agreement.
- 1.6. Each Agency shall be liable only in respect of IOs which it has submitted and not for IOs submitted by any other Agency. The liability of an Agency for its obligations and liabilities under an Agreement extends only to any loss or damage arising out of its own breaches of that Agreement, and under no circumstances shall any Agency assume any liability for or on behalf of any other Agency.

2. INSERTION ORDERS (IOs)

- 2.1. Any Agency may submit IOs to Publisher under which Publisher will deliver advertisements provided by the Agency (**"Ad(s)"**) to Publisher's properties including but not limited to website(s), mobile app(s) and other digital properties and/or Publisher's network of properties (the **"Site(s)"**) for the benefit of an Advertiser. The IO will be binding only if accepted as provided in clause 2.7 below.
- 2.2. Nothing in these Terms shall oblige any Agency to submit any IOs to Publisher, nor shall any Agency be committed to purchasing any digital media space from Publisher pursuant to an Agreement until an IO is agreed between the parties in respect of such goods or services.

- 2.3. Each IO shall be substantially in the form set out at Schedule 1 and shall specify as applicable: (a) the type(s) and amount(s) of inventory to be delivered (the **"Deliverable(s)"**); (b) the size and format of the Ad(s); (c) the Site(s) (or range/category of Site(s)) on which the Ad(s) will be placed; (d) the start and end dates of the campaign line items; (e) the price(s) for Deliverables; and (f) the maximum amount of money to be spent pursuant to the IO (**"Buys"** and **"Costs"** as stated).
- 2.4. An IO may also include other items such as: reporting requirements, tracking requirements or other performance criteria; any special Ad delivery scheduling and/or Ad placement requirements; and specifications concerning ownership of data collected.
- 2.5. Publisher will notify Agency within 1 business day of receipt of an IO signed by Agency if the specified inventory is not available.
- 2.6. Modifications to the originally submitted IO will not be binding unless agreed in writing by both parties. Revisions to accepted IOs by Publisher must be made via a web-based tool such as email or an online buying and booking tool and acknowledged by Agency in order to be binding.
- 2.7. Acceptance of an IO (including these Terms) will be made upon the earliest of: (a) written approval of the IO by Publisher; or (b) the display of the first Ad impression by Publisher or (c) where the IO is submitted via an electronic booking tool, receipt by Agency of an electronic receipt confirming approval of the IO by Publisher, unless otherwise agreed upon in the IO. Unless otherwise confirmed in writing by Agency, an IO will become void unless such acceptance has taken place by the earlier of: (i) the start date of the campaign stated in the IO (earliest line item start date); or (ii) any cut-off date for approval from Publisher which is stated in the IO.

3. SPECIFICATION AND CREATIVES

- 3.1. Publisher will provide to Agency, within 2 business days of acceptance of an IO, final technical specifications, as agreed upon by the parties (**"Specifications"**). If Publisher subsequently amends the Specifications, Agency may at its option suspend delivery of the affected Ad and either: (a) send revised Creatives (as defined in clause 3.2 below); or (b) accept a comparable replacement; or (c) if the parties are unable to negotiate an alternate or comparable replacement in good faith within 5 business days, immediately cancel the remainder of the IO for the affected Ad without penalty.
- 3.2. Agency will use commercially reasonable efforts to provide all creatives, artwork, copy, Tags (as defined in clause 5.2) and/or active URLs (collectively **"Creatives"**) to the agreed Specifications at least 2 business days prior to the launch of the campaign.
- 3.3. Agency must confirm, where required, all audio creatives have been approved by the Radiocentre (<http://www.radiocentre.org>) prior to submission for audio campaigns.
- 3.4. If Creatives provided by Agency are damaged, not to the agreed Specifications, or otherwise unacceptable, Publisher will notify Agency within 24 hours of its receipt of such Creatives.

TERMS AND CONDITIONS FOR THE PROVISION OF DIGITAL MEDIA CAMPAIGNS

- 3.5. Publisher will not edit or modify the submitted Creatives in any way, including, but without limitation, resizing the Creatives and/or modifying Creatives in breach of clause 5.4, without Agency approval. Publisher shall use all such Creatives in strict compliance with these Terms and any written instructions provided by Agency.
- 3.6. Publisher will provide Agency at least 10 business days' prior notification of any material changes to the Site(s) that would significantly affect the type, size or placement of the Ad(s) specified in the affected IO. In the event of such a change, Agency may immediately cancel the remainder of the IO without penalty.

4. AD PLACEMENT AND POSITIONING

- 4.1. Publisher will deliver the Ad(s) in accordance with the terms of the IO and the agreed Specifications. Without prejudice to the generality of the foregoing, Publisher shall ensure that:
- 4.1.1. Ad delivery complies with any editorial adjacencies guidelines including any lists of Site(s) where Ad(s) may run (**Inclusion Lists**) or may not run (**Exclusion Lists**) (and any other restrictions) stated on the IO;
- 4.1.2. The Site(s) (or range/category of Site(s)) on which the Ad(s) will be placed comply with the Site Requirements set out at Schedule 2;
- 4.1.3. Ads will be placed where agreed and comply with exclusivity agreements, sizing and positioning requirements, and Ad(s) shall only be placed on the Site(s) that are set forth in the IO and not on any substitute Site(s);
- 4.1.4. If an Ad is a standard ad unit as defined by the IAB, Publisher complies with the corresponding IAB advertising creative guidelines.
- 4.1.5. No Ad is placed or attempted to be placed adjacent to content: (a) which is critical or derogatory of the relevant Advertiser or its products or services; or (b) falls below the industry agreed brand safety floor by containing and/or relating to adult and explicit sexual content, arms and ammunition, crime and harmful acts to individuals and society, human rights violations, death, injury or military conflict, online piracy, hate speech and acts of aggression, obscenity and profanity (including language, gestures and explicitly gory, graphic or repulsive content intended to shock and disgust), illegal drugs, tobacco, e-cigarettes, vaping or alcohol, spam or harmful content, terrorism or debated sensitive social issues and fake news or disinformation; provided, however, that content shall not be in violation of this subsection where provided in an educational and/or informational context. Publisher shall not be in breach of this subsection where the Publisher is dedicated to providing news reporting or dedicated to providing content to a religious, ethnic or racial community or other similar community and the Advertiser has chosen to deliver Ad(s) to such content.
- 4.1.6. Publisher shall not display or permit the display on any page where the Ads or other Deliverable(s)

appear or otherwise in any manner associate the Advertiser or any content with any Site(s), person or entity that is in the business of copying, distributing, or publishing, or facilitating or enabling the copying, distribution or publication of material without authorisation from the applicable copyright holders, including but not limited to peer-to-peer sharing sites and sites containing pirated content. Without limiting the generality of the foregoing, in no event may the Ads or other Deliverable(s) be displayed or otherwise associated with any of the Site(s) listed on an Exclusion List.

- 4.1.7. When Ad(s) are purchased specific to keyword placements, Publisher will not place or attempt to place such Ad(s) in a manner that would allow the reader to "infer" an Advertiser association (i.e., one click away) with any of the unacceptable content outlined in clause 4.1.5;
- 4.1.8. Unless otherwise agreed in an IO, impressions (and other Deliverables, to the extent commercially reasonable) must be evenly disbursed across the flight, no front- or back-loading;
- 4.1.9. No Ads shall be placed on Site(s) where the primary service provided is monitored or open chat rooms or bulletin boards or other areas containing only user generated content. Such Ad positioning is permitted if specified in the IO.
- 4.2. Agency reserves the right to use third party products (**Content Verification Tools**) to protect its Advertiser(s) by monitoring or blocking or creating segments to prevent an Ad from running pre or post bid in breach of clause 4.1 and Publisher shall provide Agency at the point of impression with the referring URL or equivalent (of the location where the Ad is shown) or make the referring URL or equivalent available for Agency to extract itself (at Agency's discretion. Publisher agrees that Agency's decision (using Content Verification Tools) to block an Ad due to inappropriate page content shall be final.
- 4.3. In the event of a breach by Publisher of clause 4.1 or clause 4.2 above, Agency shall, without limiting any other available remedies, be entitled to the following remedies:
- 4.3.1. Ads that run in breach of clause 4.1 and Ads which are blocked from running by Agency pursuant to clause 4.2 shall be non-billable; and
- 4.3.2. After Agency notifies Publisher that specific Ads are in breach of clauses 4.1, Publisher will use all reasonable efforts to correct such breach as soon as possible, and in any event Publisher shall ensure that such breach is corrected within a maximum of 3 hours of notification by Agency. Without prejudice to Agency's other rights and remedies, in the event that such breach has occurred in more than 10,000 impressions in any 24-hour period, 10% of the entire value of the then-active IO between Publisher and Agency shall be non-billable.
- 4.4. The IO will state the start and end date per campaign line item. These dates must be complied with as many campaigns are time sensitive (i.e. time is of the essence in an IO). All exceptions (including bonus impressions or other bonus Deliverables delivered after the campaign end date) must be expressly approved by the Agency media

TERMS AND CONDITIONS FOR THE PROVISION OF DIGITAL MEDIA CAMPAIGNS

contact. Unless otherwise instructed by Agency or Advertiser in writing, on the start date of the campaign, Ad(s) and Tags (as defined in clause 5 below) must be posted at the start of the calendar day GMT and, on the end date of the campaign, Ad(s) and Tags must be pulled at the end of the calendar day GMT.

- 4.5. The WPP Media UK Brand Safety Policy is applicable for all bookings and can be found [here](#).

5. TAGS AND DATA COLLECTION

- 5.1. Unless otherwise expressly agreed in an IO: (i) Agency will not collect any personal data or personally identifiable information from Publisher's Sites and (ii) Publisher will not send or make available any personal data or personally identifiable information to Agency, other than online identifiers such as cookie IDs, device IDs (including Mobile Advertising IDs (MAIDS) such as Apple's "IDFA" and Google's Advertising ID), app IDs, hashed email addresses or IP addresses ("**Online Identifiers**").

- 5.2. Publisher's Sites must accept ad serving, measurement and verification tags and similar technologies (including code designed to be inserted into video, app and other digital media inventory, 1x1 pixels and clear gifs, collectively, "**Tags**") and Publisher hereby agrees to accept and fully implement such Tags and Publisher will implement any necessary technical modifications to the Publisher's Sites to ensure the Tag operates as intended, to ensure that the referring URL can be accessed and to ensure that the Tag is compatible with the Publisher's Sites. Agency and Advertiser shall have no liability for the effect of Tags on the Sites.

- 5.3. Publisher specifically acknowledges that Online Identifiers or other on-device or browser-based technologies ("**Other Technologies**") may be set and/or accessed on users' machines or devices while that user is on the Publisher's Sites. Online Identifiers or Other Technologies will be used to track which Ad has been seen, interacted with or clicked on, and on which Site the Ad was seen, interacted with or clicked on ("**Interaction Data**").

- 5.3.1. Tags may also collect the Site referring URL or Online Identifiers to verify the appropriateness of Site(s) content using Content Verification Tools pursuant to clause 4.2 and to enable Agency to classify the genre and content type of the Sites ("**Site Content Data**"). Agency will typically use a third party technology partner to provide this classifications service and Publisher agrees to facilitate the collection of the referring URLs or Online Identifiers in accordance with clause 5.2.

- 5.3.2. Site Content Data and Interaction Data (collectively "**Data**") collected may be used by Agency and/or its Affiliates for: (1) campaign reporting and attribution analysis and (2) profiling of user interests. For the avoidance of doubt, Agency shall not target a user based on a single visit to a Publisher's Site(s) as the sole criteria for Agency's delivery of a particular Ad to that user.

- 5.4. All forms of modification, decompilation, reverse engineering, disassembling, alteration or change to the Tags or Other Technologies are expressly forbidden unless explicitly authorised in writing by Agency. For the

avoidance of doubt and pursuant to clause 5.7.2 this includes any changes that would interrupt the proper functioning of any privacy notification overlays and associated click through destination URLs. Publisher agrees that it will not manipulate, alter, change, "piggyback" on, gather data from, or otherwise use the Tags or Other Technologies in any way unless expressly authorised to do so in writing by Agency. For the avoidance of doubt, and without prejudice to clause 12.2, Publisher may not gather or use data relating to a user's interaction with a Tag or Other Technologies for any purpose other than: (a) use in an aggregated form in the performance of the specific campaign to which the IO relates; and/or (b) use for aggregated campaign reporting. Publisher may not gather or use such data for the creation of user profiles nor for the use in generation of any inferred or "look-a-like" profiles unless expressly authorised by Agency. Unless otherwise instructed by Agency or Advertiser in writing, this shall not otherwise affect Publisher's ability to analyse and use information relating to the users of its Site(s) in aggregate for the purposes of optimisation. All Tags or Other Technologies must be removed on the end date of a campaign in accordance with clause 4.4.

- 5.5. Agency and/or its Affiliates will store any Data that has been collected in databases in the EU or in the USA in compliance with relevant data protection laws.

- 5.6. It is Publisher's responsibility to ensure that its Site(s), contain an adequate privacy policy and disclosures in order to comply with all applicable laws (including, without limitation, the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) (Amendment) Regulations 2011 (SI 2011/1208) and The General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679), as such legislation may be replaced, amended and updated from time to time), regulation and regulatory guidelines at all times and the Publisher shall ensure that all users of the Publisher's Sites are aware of and have control over and consent to the collection of or access to Online Identifiers and have been provided with clear and comprehensive information in relation to their purpose. Publisher should seek its own legal advice as to how to comply with applicable legal requirements. Failure by Publisher to continue to post a privacy policy or non-adherence to its own privacy policy is grounds for immediate cancellation of the IO by Agency. Publisher is not expected to provide the information and control pursuant to clauses 5.6 in relation to Online Identifiers as a result of coding present in the Creative as provided by Agency, but this does not affect Publisher's general duty to comply with applicable legal requirements around the use of Online Identifiers on its Site(s). Furthermore, in accordance with clause 5.1, Publisher will not interfere with the Creative in any way including but not limited to ways in which Agency's provision of Online Identifier information and control is affected.

- 5.7. Publisher warrants that it has obtained all necessary consents and permissions from its users to allow Data to be collected and used by Agency and/or its Affiliates and/or its partners as specified in this clause and Publisher agrees to indemnify and hold harmless Agency and its Affiliates against any liability resulting from a claim by a third party in relation to the use of such Data.

TERMS AND CONDITIONS FOR THE PROVISION OF DIGITAL MEDIA CAMPAIGNS

6. CANCELLATION AND TERMINATION

- 6.1. At any time prior to the serving of the first impression of the IO, Agency may cancel the IO with 48 hours' prior written notice, without penalty. For clarity and by way of example, if Agency cancels the IO 24 hours prior to the serving of the first impression, Agency will only be responsible for the first 24 hours of the IO.
- 6.2. Upon the serving of the first impression of the IO, Agency may cancel the IO for any reason, without penalty, by providing Publisher written notice of cancellation which will be effective 48 hours after providing Publisher with such written notice.
- 6.3. Agency shall also have the right to terminate any IO immediately at any time upon written notice in the event of under-delivery of 20% or greater (as determined by comparing the Deliverables actually provided to Deliverables expected at a given point in the campaign, assuming even distribution of Deliverables throughout the campaign).
- 6.4. Either party may terminate an IO at any time if the other party is in material breach of its obligations hereunder that is not cured within 2 business days after written notice thereof from the non-breaching party, except as otherwise stated in these Terms with regard to specific breaches.
- 6.5. Notwithstanding any other provision herein to the contrary, Publisher agrees that based upon the acts or omissions of any particular Advertiser, Publisher shall not (except as it relates specifically to such Advertiser) terminate, suspend or take any other action against Agency or suspend or take any other action that affects other Advertisers under any IO.

7. REPORTING AND RECONCILIATION

- 7.1. Publisher must, within 24 hours of the start date on the IO, provide confirmation to Agency, either electronically or in writing, stating whether the components of the IO have begun delivery. If requested by Agency, Publisher shall provide screenshots of the live campaign within 48 hours of Agency's request.
- 7.2. Publisher will track delivery of Ads through its ad server and Agency will also track delivery through its own ad server. Agency and Publisher agree to give reasonable reciprocal access to relevant and non-proprietary statistics and supporting data from both ad servers, or if such is not available, provide weekly placement-level activity reports to each other.
- 7.3. By the second business day of each calendar month, Publisher shall provide to Agency its Ad delivery statistics for all campaigns due for billing in respect of the preceding month. Agency and Publisher shall also use their reasonable endeavours to provide interim Ad delivery statistics to the other party upon request.
- 7.4. Each month, the Ad delivery statistics figures received from Publisher shall be reconciled against Agency's own figures, and if Publisher's ad server measurements are higher than those produced by Agency's ad server by more than 10% over the invoice period, Agency and Publisher will work together in good faith to investigate and resolve such discrepancy. Both parties will provide reasonable

technical resources and log files to help resolve the discrepancy. If the discrepancy cannot be resolved within 5 business days following the end of the relevant month, Agency reserves the right to pay Publisher based on Agency's ad server reported data, plus a maximum of 5% upward adjustment to delivery (but in no event shall Agency pay for Deliverables over-delivered beyond the quantity agreed in an IO). In the event of a discrepancy of less than 10% between Agency's and Publisher's ad server measurements, Agency's ad server measurements shall take precedence.

8. FRAUDULENT TRAFFIC

- 8.1. "**Fraudulent Traffic**" means the generation, presentation or use of data that relates to anything other than a natural person viewing actually displayed advertisements in the normal course of using any device. Fraudulent traffic includes the use of data relating to any or all of the following:
 - a) A natural person engaged for the purpose of viewing advertisements;
 - b) Non-human visitors;
 - c) Displays not discernible by a human being
 - d) Categories of invalid traffic as defined by the MRC Guidelines
- 8.2. Publisher will use all commercially reasonable technology and methodologies to prevent Fraudulent Traffic and detect and report Fraudulent Traffic should it occur. Agency shall not be obliged to pay any fees, costs or charges for Fraudulent Traffic where such Fraudulent Traffic is identified by technologies and methodologies recognized in the UK as suitable for identifying Fraudulent Traffic (or agreed between the parties) and deployed by Agency and/or Publisher.
- 8.3. Publisher will give legally enforceable instructions to all third parties through which digital advertisements are delivered, displayed, or made available requiring them to adopt and implement technology and methodologies to prevent Fraudulent Traffic and detect and report Fraudulent Traffic should it occur.

9. UNDER-DELIVERY AND OVER-DELIVERY

- 9.1. Publisher shall monitor delivery of the Ads and shall notify Agency either electronically or in writing as soon as possible (and in any event, no later than 2 weeks before IO end date unless the length of the campaign is less than 2 weeks) if Publisher believes that an under-delivery is likely. In the case of a probable or actual under-delivery, the parties may arrange for makegood consistent with these Terms.
- 9.2. In the event that 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), Agency and Publisher will make an effort to agree upon the

TERMS AND CONDITIONS FOR THE PROVISION OF DIGITAL MEDIA CAMPAIGNS

conditions of a makegood flight either in the IO or at the time of the shortfall. If no makegood can be agreed upon, Agency may execute a credit equal to the value of the under-delivered portion of the contract IO for which it was charged. In the event that Agency or Advertiser has made a cash prepayment to Publisher, specifically for the campaign IO for which under-delivery applies, then if Agency and/or Advertiser is reasonably current on all amounts owed to Publisher under any other agreement for such Advertiser, Agency may elect to receive a refund for the under-delivery equal to the difference between the applicable pre-payment and the value of the delivered portion of the campaign. In no event shall Publisher provide a makegood or extend any Ad beyond the period set forth in the IO without prior written consent of Agency.

- 9.3. Agency shall not in any event pay for any over-delivery of Deliverables beyond the quantity agreed in an IO. Furthermore, Publisher shall be held responsible for any ad-serving charges incurred as a result of any "bonus" or over-delivery of Deliverables exceeding 10% of the quantity agreed in an IO, unless Agency has given its prior written consent to such over-delivery. Furthermore, if an IO sets out an agreed "flight path" i.e. permitted variance of impression delivery during each week of an Ad campaign, then Publisher shall adhere to such flight path and Agency shall not in any event pay for any over-delivery outside such flight path in any given week. On occasions where delivered impressions exceed this agreed flight path, Publishers shall also be held responsible for any ad-serving charges associated with such over-delivery.

10. PAYMENT

- 10.1. Following reconciliation of ad server measurements and the calculation of the amount payable in accordance with clauses 7 and 8 above, Publisher shall send its invoices via the e-invoicing solution as detailed on the IO. Agency reserves the right to reject any invoice not submitted via e-invoicing. Invoices must include: IO number, the registered company name of the Publisher, Agency reference and any number or other identifiable reference stated as required for invoicing on the IO, and any other information reasonably requested in the IO. All invoices pursuant to the IO must be received within 180 days of delivery of all Deliverables. If Agency does not receive a properly documented invoice from Publisher within such 180 day period, Publisher shall lose the right to issue an invoice (and to receive payment) for delivery of the relevant Ads.
- 10.2. Publisher should invoice Agency for the services provided on a calendar month basis with the net cost based on actual delivery or based on prorated distribution of delivery over the term of the IO, as specified in the applicable IO.
- 10.3. Agency will make payment 60 days net monthly based on month of the activity or as otherwise stated in a payment schedule set forth in the IO, provided always that Agency shall not be obliged to remit payment for any invoice until the reconciliation process in clause 7.4 has been completed in respect of the subject matter of such invoice.
- 10.4. Publisher shall not invoice Advertiser for any fees, costs or charges for Fraudulent Traffic. If Agency pays any sums which are attributable to Fraudulent Traffic, Publisher shall, within five (5) days, reimburse and refund such payment to Agency.

- 10.5. Publisher shall make available adequate documentation to substantiate the accuracy of any reimbursement, refund or waiver of payment for Fraudulent Traffic. Agency or its designated auditors shall be entitled to audit the books and records of Publisher for the purpose of determining compliance with these terms in respect of Fraudulent Traffic.

11. FORCE MAJEURE

- 11.1. Neither party will be liable for delay or default in the performance of its obligations under an Agreement if such delay or default is caused by conditions beyond its reasonable control, including but not limited to, fire, flood, accident, earthquakes and acts of God ("**Force Majeure Event**"). In the event that Publisher suffers such a Force Majeure Event, Publisher shall 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 Agency, Publisher shall allow Agency a pro rata reduction in the space, time and/or charges agreed in the IO. In addition, Agency shall have the benefit of the same discounts that would have been earned had there been no default or delay.
- 11.2. To the extent that a Force Majeure Event has continued for 5 business days, the party not subject to the Force Majeure Event may cancel the remainder of the IO without penalty.

12. CONFIDENTIALITY AND PRIVACY

- 12.1. Any information marked as confidential or which under the circumstances surrounding the disclosure would be reasonably deemed confidential or proprietary and proprietary data provided by one party, including the Ad description, and the pricing of the Ad, set forth in the IO, shall be deemed "**Confidential Information**" of the disclosing party. As between Agency and Publisher, all Interaction Data is the Confidential Information of Agency. Without prejudice to clause 5.3.2, any data that Publisher collects about users of Ads is also the Confidential Information of Agency and Publisher may only use such data for the benefit of Agency or its Advertiser or in an aggregated and anonymised format. Subject only to clause 12.2 below, Confidential Information shall not be released by the receiving party to anyone except an employee, or agent who has a need to know same, and who is bound by confidentiality obligations at least as onerous as those set out in this clause 12. Neither party will use any portion of the other party's Confidential Information for any purpose other than those provided for under an Agreement.
- 12.2. The provisions of clause 12.1 shall not apply to the whole or any part of any Confidential Information that can be shown by the receiving party to be: (a) disclosed as a requirement of law; (b) known to the receiving party prior to the date of acceptance of these Terms otherwise than as a result of being obtained directly or indirectly from the party disclosing such Confidential Information; (c) obtained from a third party who lawfully possessed such Confidential Information and which has not been obtained in a breach of a duty of confidence owed to the disclosing party by any reason; or (d) in the public domain in the form

TERMS AND CONDITIONS FOR THE PROVISION OF DIGITAL MEDIA CAMPAIGNS

in which it is possessed by the disclosing party other than as a result of a breach of a duty of confidence owed to the disclosing party by any person.

12.3. Publisher and Agency will not use the other's trade name, trademarks, logos or Ads in a public announcement (including, but not limited to, through any press release) regarding the existence or content of an Agreement without the other's prior written approval.

12.4. All personal data and personally identifiable information provided by individual web users who are informed that such information is being gathered solely on behalf of an Advertiser (e.g. details collected through an interactive Ad) pursuant to Advertiser's posted privacy policy is the property of Advertiser, is subject to Advertiser's posted privacy policy, and is considered Confidential Information. Any other use of such information must be set forth in the IO signed by both parties.

13. INDEMNITY AND LIMITATION OF LIABILITY

13.1. Publisher agrees to defend, indemnify and hold harmless each Agency, its Affiliates and its officers, employees and agents from any and all damages, liabilities, costs and expenses (including reasonable legal fees) incurred as a result of a third party claim relating to or arising out of Publisher's breach of clauses 5 or 12, or Publisher's display or delivery of any Ad in breach of these Terms or the terms of an IO.

13.2. Except for liability arising under clause 13.1 or any other liability which cannot by law be limited, in no event will either party or its Affiliates be liable for any indirect or consequential losses whatsoever (including, without limitation, for loss of profits or revenue, business interruption and/or loss of data) incurred by the other party arising out of or in connection with an Agreement, even if such party has been advised of the possibility of such loss.

14. Sustainability

14.1. Publisher shall provide, on request, the most up-to-date of the following: (a) a written explanation of any commitments it has made, or targets it has set, in relation to its carbon footprint and/or emissions or (b) a certified, third-party sustainability report conducted in relation to its business in the prior 12 months.

14.2. Publisher shall use reasonable endeavours to work toward ensuring that its media-related businesses purchase 100% renewable electricity by deadlines consistent with those of the RE100 initiative <https://www.there100.org/>.

15. MISCELLANEOUS

15.1. Publisher represents and warrants that:

15.1.1. it has obtained and will maintain all necessary permits, licences, and clearances to sell the inventory represented in the IO subject to these Terms;

15.1.2. it has the full right, power and authority to enter into each Agreement;

15.1.3. the execution of each Agreement and performance of its obligations thereunder does not and will not violate any other agreement to which it is a party;

15.1.4. it will comply with applicable laws at all times whilst performing this Agreement, including but not limited to those relating to anti-bribery, anti-corruption and modern slavery including but not limited to the Bribery Act 2010, the Criminal Finances Act 2017, and the Modern Slavery Act 2015;

15.1.5. it shall have, maintain, and provide supporting evidence of such policies and procedures as are both reasonable to ensure compliance with clause 15.1.4 and shall immediately notify Agency of any breach of clause 15.1.4;

15.1.6. it will comply with the "Supplier Version" of the WPP Code of Business Conduct, Data Code of Conduct, Sustainability Policy and Human Rights Policy Statement (at: www.wpp.com); and

15.1.7. if required, it will participate in and cooperate with any risk, ethics or sustainability audit and/or assessment conducted by WPP, or its third party auditors

15.2. Publisher will endeavour to apply and uphold industry agreed digital advertising standards recognised in the UK

15.3. Publisher shall not use affiliate web sites or other third parties to perform hereunder without the prior consent of Agency. In the event that Agency approves Publisher's use of an affiliate or third party, Publisher shall contract with such entity as principal (not as an agent) and shall be fully liable for its performance and for all payments to such entity. Agency and Advertiser shall under no circumstances have any liability to such third parties.

15.4. It is acknowledged and agreed that Agency may purchase digital media space under the provisions of an Agreement for the delivery of Ad(s) for the benefit of its Advertisers, and that Agency shall not be liable in any manner for any acts, omissions or liabilities of any Advertiser (or its employees or subcontractors). The capacity in which Agency sells media space to its Advertisers is as principal at law.

15.5. Subject to clause 15.3, neither Agency nor Publisher may resell, assign or transfer any of its rights or obligations under an Agreement without the prior written consent of the other party, save that Agency may by written notice to Publisher assign its rights and obligations under an Agreement to: (i) any of its associated companies (as defined in section 450 and 451 of the Corporation Tax Act 2010); or (ii) to any company purchasing the whole or part of Agency's business. All terms and provisions of an Agreement will be binding upon and inure to the benefit of the parties hereto and their respective permitted transferees, successors and assigns.

15.6. Each Agreement constitutes the entire agreement of its parties with respect to its subject matter and supersedes 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 shall be an original and all of which together shall

TERMS AND CONDITIONS FOR THE PROVISION OF DIGITAL MEDIA CAMPAIGNS

constitute one and the same document. In the event of any inconsistency between an IO and these Terms, the terms of the IO shall prevail over these Terms only if the IO expressly states that it is the parties' agreed intention to amend specific terms of these Terms..

- 15.7. No modification of these Terms shall be binding unless in writing and signed by both parties. These Terms shall prevail over any terms, provisions or conditions of any Publisher purchase order, acknowledgment, click-through agreement or other business form that Publisher may use ("**Publisher Terms**"), and no Publisher Terms will apply to or vary the terms of an Agreement.
- 15.8. If any provision herein is held to be unenforceable, the remaining provisions shall remain in full force and effect. All rights and remedies hereunder are cumulative.
- 15.9. Clauses 5.7, 10.3 (to the extent that payment remains outstanding), 11, 12, and 13 shall survive termination or expiry of an Agreement and Clause 7 shall survive for 30 days after the termination or expiry of an Agreement. In addition, upon termination or expiry of an Agreement, each party shall promptly return or destroy the other party's Confidential Information and remove Creatives and Tags.
- 15.10. Each Agreement shall be governed by and construed in accordance with the laws of England and Wales. Publisher and Agency (on behalf of itself and not Advertiser) agree that the courts of England and Wales shall have exclusive jurisdiction over any claims, legal proceeding or litigation (including of a non-contractual nature) arising in connection with an Agreement. These Terms are primarily intended for use with Publishers based in the UK. To the extent that mandatory laws of other territories may be applicable to an Agreement, it is not intended that these Terms will supersede such mandatory laws.

SCHEDULE 1: FORM OF INSERTION ORDER (IO)

Campaign Terms and Conditions Sample Agency Mediacom (1) (35-TW5MSJK-0)

Campaign ID CP3HVQ Contact

Supplier

Flight 2019-02-01 to 2019-02-07 Phone

IO confirmation #: O-##### (Unsent) Email

IO confirmation created: 2019-02-07 16:26:21, GMT Address FAO: Finance Plus, Ealing Gateway 26-30 Uxbridge Road
Ealing, London W5 2AU

Email

Fax

Primary ad server

Order summary

Status	Groups	Placement		All records
		Individual placements	Group placements	
Now	0	1	0	1
Changed	0	0	0	0
Cancelled	0	0	0	0
Unchanged	0	0	0	0
Total	0	1	0	1

Supplier code: SAM(19) Media: Digital(D) Client: Product: Campaign: TERMS AND CONDITIONS

Buy type: Display

Placement ID	Positioning	Unit dimension	File type	Rich media Rich media fee	Served by	Pub paid	Flight	Cost method	Rate	Unit type	Unit amount	Cost
1	New	Terms and Conditions Sample										
	Leaderboard	728 x 90		No	3rd party	No	2019-03-01 to 2019-03-07	CPM	£1.0000	Impressions	10	£0.01
Agency discount		Discount		Payable								
6.00%		£0.00		£0.01								
Sub Totals											£0.01	
Total											£0.01	

Publisher Info

Placement ID	Name	Supplier product name	Publisher valid until date	Publisher sales order ref	Publisher sales order ref vendor	Publisher ad server order no	Publisher placement ref	Publisher order date
Now	Terms and Conditions Sample							

Order totals

Units - Impressions	Units - Clicks	Units - Actions	Total cost
10			£0.01

Flighting summary

Units	Cost	Units
Total		Feb 19
10	£0.01	10

Flighting details

Units	Rate	Cost	Units
Total		Feb 19 D	
10	£1.0000	£0.01	

SCHEDULE 2: SITE REQUIREMENTS

1. Publisher either owns or reasonably believes that it is entitled to use the content displayed on the Site(s).
2. Publisher does not knowingly include in the Site(s) any "virus" or other destructive programming or device that could impair or injure any data, computer system or software and takes reasonable steps to identify and mitigate against the same.
3. Publisher will use all commercially reasonable technology and methodologies to prevent fraudulent traffic and detect and report fraudulent traffic should it occur.
4. The content of the Site(s) does not to Publisher's knowledge violate any applicable laws or regulations, including without limitation those relating to advertising, gambling, competitions, and consumer protection.
5. The content of the Site(s) does not to Publisher's knowledge violate the rights of any person or entity, including without limitation any intellectual property or other proprietary right, any right of privacy, or by being defamatory.
6. The content of the Site(s) does not to Publisher's knowledge promote, encourage or incite crime and harmful acts, human rights violations, hate speech and acts of aggression or terrorism or disseminate so called "fake news" and Publisher shall use best endeavours to ensure the same.
7. Publisher does not knowingly promote or facilitate on the Site(s) any activities that are illegal under applicable law or that infringe the rights of any person or entity, including without limitation the pirating of copyright works, or hacking or other unauthorised access to or modification of devices.
8. Publisher shall operate a "notice and takedown" policy in accordance with good industry practice that complies with applicable laws (currently, for Publishers situated in the UK, the Electronic Commerce (EC Directive) Regulations 2002) in respect of unlawful activity or information on the Site of which the Publisher gains knowledge or awareness.
9. Publisher complies with the latest version of industry best practices including:
 - i. the Global Alliance for Responsible Media (GARM) Brand Safety and Suitability Framework;
 - ii. the Trustworthy Accountability Group (TAG) Brand Safety Guidelines and Certified Against Fraud Guidelines;
 - iii. the Coalition for Better Ads (CBA) Standard and will not offer ad experiences that fall below the standard unless specifically agreed otherwise;
 - iv. the IAB UK Gold Standard Certification
10. Publisher adopts the latest version of the Internet Advertising Bureau Tech Lab Standards, including as applicable, ads.txt, apps-ads.txt, ads.cert, sellers.json, buyers.json, open measurement SDK and Digital Video Ad Serving Template (VAST).
11. The Site(s) do not utilise: (i) Flash local shared objects (including but not limited to "flash cookies"), (ii) any JavaScript or similar technologies used to ascertain the web browsing history of a Site user ("**User**"), (iii) any technologies that foster "respawning" of cookies (including but not limited to HTML5 local storage, browser cache and/or so-called "zombie cookies" and/or "supercookies") or otherwise circumvent user privacy/data collection preferences (e.g., "fingerprinting"), or (iv) any tracking or data collection technologies that do not provide users with an opportunity to control the use of such technologies or (v) any tracking or data collection technologies for which methods of operation and data collection technologies have not been fully disclosed to Agency prior to such use.

SCHEDULE 3: ADDENDUM

Unless Publisher and Agency have a bespoke agreement in place governing provision of the following services, the terms of the Addendum shall apply. All of the rights and obligations of Publisher and its Affiliates, and Agency and its Affiliates, remain as under the Terms unless explicitly altered in the Addendum.

1. [Bespoke Content Addendum](#)
2. [Lead Generation Addendum](#)