

SAMSUNG INSERTION ORDER STANDARD TERMS AND CONDITIONS

These standard terms and conditions ("**Terms and Conditions**") are entered into by and between Samsung and the Client referenced on the corresponding Insertion Order (the "**IO**"). Any capitalised terms not otherwise defined in these Terms and Conditions shall have the definitions set forth in the IO. Samsung and the Client, collectively the "**Parties**", and each, a "**Party**".

(1) **Definitions.** In this Agreement:

"**AdGear**" means AdGear Technologies, Inc, 800 René-Lévesque Ouest Suite 1000, Montreal, QC, Canada, H3B 1X9 and is for the removal of any doubt a wholly owned subsidiary of Samsung Electronics Co., Ltd and an affiliate of Samsung.

"**AdGear Pixels**" means data collection technologies offered by AdGear to the Client to collect data from website(s) owned or operated by the Advertiser.

"**Applicable Laws**" means all applicable laws and regulations including any applicable advertising laws, regulations, industry codes of practice and marketing guidelines.

"**Campaign**" means the advertising campaign booked by the Client under the IO.

"**Cost**" means the amount payable to Samsung as set out in the IO.

"**Covered Data**" means all data, information, including Personal Data, provided or made available by Client to Samsung, AdGear or their agents.

"**Covered Services**" means any advertising services provided by Samsung as described in the IO including but not limited to:

- "**Audience Extension**" means the targeted selling of advertising space (whether video, still, or other) to a non-Samsung device (such as via mobile applications, CTV applications and websites) which is directed at consumers in a household which contains a Samsung device, based on the same IP address or other identifier;
- "**CTV**" means together SCN, TV Plus and Audience Extension (on non-Samsung connected TVs);
- "**Mobile**" means the targeted and non-targeted selling of advertising space on Samsung applications downloaded on mobile devices, tablets and PCs;
- "**Samsung Content Network**" or "**SCN**" means the targeted and non-targeted selling of advertising space on other ad-based video on demand partners available through the Samsung TV Platform;
- "**TV**", means advertising, targeted or non-targeted, delivered on the Samsung TV Platform, including content discovery tile ads, app carousel, and universal guide; and
- "**TV Plus**" means the selling of targeted and non-targeted advertising space on Samsung TV Plus applications (including within Samsung Free and Samsung Zero).

"**Creative Guidelines**" means those creative guidelines set out in Schedule 1 of this Agreement and any updates thereto that have been provided to the Client by Samsung prior to the provision by the Client of the Campaign ads.

"**Data Protection Laws**" means any data protection laws, regulations, and decisions applicable to the Parties in the performance of this Agreement which definition includes the Data Protection Act 2018 and the General Data Protection Regulation (Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016) and any legislation which amends, extends, consolidates, re-enacts or replaces same, including any additional legislation or regulations that may be made pursuant thereto from time to time.

"**GDPR**" means EU General Data Protection Regulation 2016/679.

"**Effective Date**" means the date of last signature of the IO or the earliest Estimated Start Date set out in the IO whichever is earlier.

"**Personal Data**" shall have the same meaning as in the GDPR.

"**Samsung TV Platform**" means the Samsung Tizen Smart TV operating system.

- (2) **Term.** The term of this Agreement (the "**Term**") shall commence on the Effective Date and expire on the earlier of the following: the date of any termination pursuant to Section (15) below; or six (6) months after the latest Estimated End Date set out in the IO.
- (3) **Submission of Advertising Materials.** All Advertising Materials shall be submitted by the Client to Samsung not less than one (1) week before the applicable Estimated Start Date of the Campaign and in the format required by Samsung. The Client shall ensure that the Campaigns do not include any hidden code, tags or other materials that may adversely affect the

transmission or display of the Campaign or the operation of the connected devices. Any delays incurred as a result of the Client's failure to comply with this Section shall not entitle the Client to any compensation, discount, make good or extension of Campaign. Reasonable care will be taken by Samsung in respect of any Advertising Materials (as defined in Section 9 below) provided by or on behalf of the Client whilst in the possession of Samsung, but subject thereto, Samsung cannot accept liability for any loss arising out of or in connection with any damage, loss, deletion or otherwise of the same (whether or not the same are in the possession of Samsung or any third party engaged by Samsung) and Samsung will be under no obligation to return any of the same to the Client or any other third party.

- (4) **Campaign Delivery.** Samsung will use reasonable efforts to display the Campaigns around the times and frequencies requested in the IO and between the Start and End Date. Positioning of the Campaigns is at Samsung's reasonable discretion, subject to prior consultation with the Client. The Client understands that neither Samsung nor its representatives can guarantee, warrant or predict the results the Client will receive from the Campaign. Samsung makes no commitment regarding the levels of impressions, clicks, video views or video view-through rates for any advertisements hereunder.

- (5) **Payment Terms & Reporting.** The Client shall pay the Cost to Samsung within the timeframe as established in the IO. Timely payment is of the essence. The Parties acknowledge that if an agency commission is payable in relation to the Campaign this is payable solely by the Advertiser.

a) **Cost.** Where a CPM Rate is payable for a placement within the Campaign the CPM Rate shall be as stated in the IO. For purposes of calculating the fee due to Samsung for a placement where calculated on a CPM Rate, "**CPM**" shall mean cost per thousand impressions and "**CPM Deliverables**" shall mean any placement within the Campaign sold on a cost per thousand impression basis. If a flat-fee is payable for a placement within the Campaign that rate shall be as stated in the IO and no CPM Rate shall be payable

b) **Reporting.** During the period of the Campaign, Samsung shall regularly (and not normally less than once per month) issue to Client reports reflecting the estimated applicable Cost payable at the time of reporting (the "**Report**") Client acknowledges and agrees that the impression figures used by Samsung to determine the Cost invoiced may vary from the Report and are final for the purposes of this Agreement. For clarity, Samsung will not accept other forms of measurement or statistics including those prepared by third party verification vendors or third party ad servers.

c) **Invoices.** All payments due to Samsung hereunder shall be made in accordance with the Payment Schedule set out on page 1 of the IO. Prices are exclusive of sales taxes and the Client shall be responsible to pay any and all sales taxes as required by Applicable Laws.

d) Where an Agency is acting for an Advertiser, then the Agency hereby acknowledges that the Agency is contracting as principal unless otherwise set out in the IO and where the Agency is contracting as an agent on behalf of the Advertiser then the Agency warrants that this IO is made within the scope of the Agency's powers and is fully authorised to act on behalf of the Advertiser with regard to those acts subject to this Agreement.

e) In the event that the Client fails to make any payment due hereunder, Samsung shall have the right to immediately cease displaying the Campaign, or any other advertising or services being performed by Samsung for or on behalf of the Client, whether pursuant to this Agreement or any other agreement. In addition, (a) late payments bear interest at the rate of (i) 2.5% per month or (ii) the highest rate allowed by law, whichever is lower; (b) Samsung reserves the right to offset the unpaid balance against any unpaid invoices Samsung may have with Client; and (c) Samsung reserves the right to require pre-payment of the Cost or estimated Cost of any further contracted placements before running any further Campaign.

f) **Taxes.** If the Client is required by any competent taxing authority to

withhold taxes from payments made to Samsung hereunder ("**Withholding Tax**"), then the Client shall deduct such Withholding Tax from the payment to Samsung and in such event shall pay such tax to the taxing authority on behalf of Samsung. The Client shall obtain for and provide to Samsung, within ninety (90) days after submitting such Withholding Tax, the original tax certificate or receipt issued by the taxing authority evidencing such tax payment and sufficient to allow Samsung to apply for an appropriate tax credit. In the event the Client does not provide the original tax certificate or receipt issued by the taxing authority or if Samsung cannot recover the Withholding Tax from the UK tax authorities, the Client shall be liable for and shall reimburse Samsung the amounts deducted as Withholding Taxes from the payment. The Parties agree to take all reasonable steps to reduce or eliminate Withholding Taxes under Applicable Law including income tax treaties. The Client agrees to pay all sales tax, use tax, value added tax, goods and services tax, transaction tax or similar excise tax due to any taxing authority with respect to transactions resulting from this Agreement (such taxes together with Withholding Taxes are referred to herein as "**Taxes**"). If Samsung is required by any taxing authority to collect and remit any such taxes to a taxing authority, Samsung shall invoice any such taxes to the Client and the Client shall pay Samsung for such taxes.

(6) Limitation of Liability.

- a) In no event shall Samsung be liable for incidental, indirect, special, punitive or consequential damages, anticipated lost revenue or profits, loss of business, loss of data, in any way arising out of or related to this agreement (including, without limitation, arising from the failure of Samsung to display any or all of a Campaign or as a result of any incorrect displaying of any or all of a Campaign).
- b) If for any reason there is an interruption of, delay, or omission in any Campaign to be displayed under this Agreement, Samsung may suggest a substitute time period ("make good") reasonably acceptable to the Client and this make good will be Client's sole remedy for such failure.
- c) Without prejudice to Section 6(a) and (6)(b) Samsung's maximum liability under this Agreement shall be an amount equal to the total estimated Cost of the Campaign.
- d) Nothing in this Section or Agreement will limit either Party's liability for fraud, the negligent causation of personal injury or death or any other liability to the extent such cannot be limited by law.

(7) Disclaimer of Warranties. The Samsung TV Platform and any other technical platform used under this Agreement for the placement of the Campaign is being provided on an "as is," "where is" and "as available" basis, without any warranty of any kind and without any guarantee of continuous or uninterrupted display or distribution of any ad. Samsung disclaims all warranties of any kind, whether express or implied, including implied warranties arising from course of dealing or course of performance and any warranty of the accuracy of any demographic or other data used by Samsung in the placement and reporting of the Campaign.

(8) Campaign Content. Samsung at all times retains the right without liability, acting in good faith, to reject any and all Campaign ads and content submitted by the Client due to non-compliant technical quality or unsuitable content, and Samsung will provide advance notice to the Client whenever reasonably possible with an explanation of the reason(s) for such rejection. Samsung can also withdraw the display of any Campaign at any time for such reason, and Samsung will provide notice of the takedown to the Client and provide an explanation of the reason(s) for such withdrawal. Such withdrawal may be without notice in circumstances whereby there has been negative publicity in respect of the Campaign. In any of the above circumstances Samsung shall discuss the matter directly with the Client and if resolved to Samsung's satisfaction, the Campaign may be reinstated at Samsung's discretion, with any proportionate extension of the Campaign also to be at Samsung's discretion. Samsung does not undertake to review the contents of any or all Campaigns. The use of a Campaign by Samsung shall not be deemed to constitute an acceptance that the Campaign complies with the requirements of this Agreement or Applicable law or regulation and shall not release the Client from their obligations to comply with the terms and conditions of this Agreement and any Applicable Laws. The Client is solely responsible for the content of all Campaigns and will ensure that all Campaigns comply with the Creative Guidelines. Samsung will use reasonable endeavours to ensure but does not guarantee that the

Client's approved choice of colors, font styles, font sizes and graphical images will display appropriately on all connected devices.

(9) Client Representations and Warranties. The Client represents and warrants to Samsung that: (i) it has the power and authority to enter into and perform its obligations under this Agreement; (ii) all artwork, music, video, graphic, copy, code, URLs or other materials (including links) used in connection with the Campaign or displayed under this Agreement, including any Covered Data, (collectively, the "**Advertising Materials**") do not violate or infringe the copyright, ownership, or authorship or any other moral or intellectual property rights or rights of privacy or any other right of any person, entity, or any other third party and that the Client will pay all performance and other royalties due in respect of the display (including without limitation transmission and broadcast) of the Campaign including any music payments; (iii) the Advertising Materials are compliant with Applicable Laws and the Creative Guidelines; (iv) the Advertising Materials do not contain any false, deceptive, misleading, unethical, defamatory, libellous, threatening, obscene or blasphemous material; (v) the Advertising Materials do not contain viruses, Trojan horses, worms, time bombs or other similar harmful programming routines and shall not adversely affect any systems of Samsung, its affiliates (including AdGear) and/or any third party including without limitation any publisher of content on which Advertising Materials are served pursuant to this agreement ("**Publishers**"); (vi) the Client shall not engage in, nor cause others to engage in, spamming, phishing or improper, malicious, or fraudulent clicking, impressions, or marketing activities in connection with this Agreement; (vii) if Advertising Materials constitute a financial promotion within the meaning of any applicable financial services or securities markets laws, such Advertising Materials comply with applicable financial services or securities markets laws; (viii) the Client will comply with all applicable Data Protection Laws in connection with its use, and provision to Samsung and AdGear, of the Advertising Materials (including without limitation that the Client shall provide appropriate privacy notices to individuals and have and maintain a lawful basis for instructing Samsung to process the Advertising Materials, including obtaining all necessary consents where required by Data Protection Laws) and when processing any Personal Data obtained from responses to their advertisements or from any permitted cookies, web beacons, tracking pixels and/or and other technologies now known or developed in the future which store or access information on devices of end-users of any platform ("**Data Collection Technologies**"); (ix) will wherever possible apply data minimisation and pseudonymisation measures to Advertising Materials and co-operate with Samsung in respect of the same; (x) will be able to demonstrate an individual's consent to processing of Advertising Materials as required by applicable Data Protection Laws upon request by Samsung, and the Client will immediately inform Samsung if any individual withdraws their consent to any processing of their Personal Data in the Advertising Materials and not provide any further data in respect of such individual to Samsung (or any of its affiliates, including AdGear); and (xi) it will ensure all Campaigns comply with the Creative Guidelines.

(10) Licence. Client, as authorised by Advertiser, hereby grants Samsung and its affiliates (including AdGear), service providers and Publishers an unlimited, sub-licensable, non-exclusive, royalty free right and license during the Agreement Term to use, reproduce, perform, and display the Advertising Materials, as Samsung may reasonably consider necessary for the performance of its obligations and exercise of the rights under this Agreement including placement of the Campaign and any ancillary business activities relating to such placement.

(11) Indemnification. The Client agrees to indemnify and hold harmless Samsung, its affiliates (including AdGear), Publishers and any affected Samsung TV Platform operators, service providers (including mobile service providers), or manufacturers and their officers, directors, and assignees against any and all third party claims and related liabilities, costs, damages, and expenses (including reasonable attorney fees) resulting from or in connection with (i) the content of the Advertising Materials or Covered Data; (ii) products or services offered or made available by the Client through the Advertising Materials; and (iii) the Client's breach of any of its representations, warranties or covenants contained herein. Should any of the listed circumstances arise, Samsung shall to the extent within its reasonable control; (i) promptly notify the Client of any claim; (ii) permit the Client to control and manage the defense of any claim (and any settlement) except in circumstances where, acting reasonably, Samsung

believes control of such claim should remain with Samsung; and (iii) co-operating with the Client in the defense of any claim (and any settlement).

(12) Data Collection Technologies and Data Privacy.

a) AdGear Pixels:

- i. This Section (12)(a) applies where AdGear Pixels have been made available to the Client to create a segment of users that have visited a nominated website.
- ii. The Advertiser shall comply with all terms relating to the use of the AdGear Pixel as Samsung may notify the Client of from time to time.
- iii. Where the Client has requested in the IO, that the delivery of the Campaign is to involve the use of an AdGear Pixel for a Covered Service, notwithstanding any other provision of this Agreement, Samsung shall be authorised to appoint AdGear as a sub-contractor to process the Covered Data.
- iv. Where the Client creates a custom segment using the AdGear Pixel it shall not transfer or sell, or permit any third party to use, the custom segment created by the AdGear Pixel or use the custom segment outside of performance of the services herein.

b) Third Party technologies:

- i. The Client shall only employ and use Data Collection Technologies with the prior approval of Samsung, such approval to be withheld by Samsung at its sole discretion and may be contingent on the third party providing Data Collection Technologies services for on and on behalf of the Advertiser or Agency ("**Technology Vendor**") entering into an agreement with Samsung. The Client shall provide Samsung with all reasonable assistance in determining the suitability of the use of the Data Collection Technologies and the Technology Vendor with respect to a Campaign, including what data is being collected and for what purpose. The Client represents and warrants that the Technology Vendor is contractually bound to comply with the obligations outlined in this Section (12)(b).
- ii. The Client agrees and acknowledges that Data Collection Technologies must only be used to verify impressions and fraud prevention and not for any other purpose, for the avoidance of doubt the Data Collection Technologies cannot be used for the purpose of profiling or targeting users, tracking users when the leave the relevant platform, collecting any special categories of data, or combining with other datasets. Data collected by the Data Collection Technologies is confidential to Samsung and shall not be disclosed to third parties without the prior consent of Samsung.
- iii. Where the use of Data Collection Technologies is approved by Samsung for a Campaign, the Client represents and warrants to Samsung that the Client will at all times during the Agreement Term: (i) have a legal basis for processing any Personal Data collected by such Data Collection Technologies; (ii) comply with applicable Data Protection Laws, including without limitation the terms of the Client's own privacy policy; (iii) comply with the Technology Vendor's agreement terms and conditions; and (iv) will have in place appropriate privacy policies available to individuals that disclose such Technology Vendor's processing activities and provides all other information required by applicable Data Protection Laws.
- iv. The Client acknowledges that the use of Data Collection Technologies may be blocked by the user and any information collected may not be accurate. The Client agrees and acknowledges that Samsung may monitor Data Collection Technologies usage and may implement measures to prevent unauthorised use of Data Collection Technologies including the use of proxy servers and the Client shall not attempt to circumvent such measures. The Client must cease using Data Collection Technologies if requested by Samsung.

c) Advertiser/third party data:

- i. Section (12)(c) applies where the Client or its agent delivers to Samsung, AdGear or their agent Personal Data for the purpose of Samsung performing a Covered Service including the creation of custom segments for and on behalf of the Client. Samsung and the Client acknowledge that for the purposes of applicable Data Protection Laws the Client is the data controller and

Samsung is the Client's data processor in respect of any Personal Data provided by the Client or its agent.

- ii. The Client shall deliver the Covered Data to Samsung as agreed between the Parties from time-to-time, including via third party service providers or data management platforms where the Client has an appropriate agreement in place with such third party.
- iii. The Client represents and warrants to Samsung that the Client will at all times during the Agreement Term: (i) have a legal basis for Samsung to process any Personal Data; (ii) comply with applicable Data Protection Laws, including without limitation the terms of the Client's own privacy policy; (iii) will have in place appropriate privacy policies available to individuals that disclose Samsung's processing activities and provides all other information required by applicable Data Protection Laws; (iv) it has full authority to grant Samsung a licence to the Covered Data for the purpose of processing as outlined under this Agreement; and (v) it will not transfer any special categories of Personal Data to Samsung.
- d) To the extent required by applicable Data Protection Laws, where Samsung processes any Personal Data in Covered Data (such as to create a custom segment) on behalf of the Client, the Data Processing Addendum in Schedule 2 of this Agreement shall apply.

(13) Opt-out. Samsung may include a link on the creative to the European Digital Advertising Alliance opt-out programme (for non-mobile ads) and the App Choices opt-out programme (for mobile ads). The Client may request Samsung to remove such link where it is to replace it with an alternative link, in which case the Client shall give effect to any opt-out request express by an individual through such programmes.

(14) Analytics. Where agreed between the Client and Samsung, Samsung may deliver certain reports or insights for the Advertiser's internal business purpose. The Client shall not sell, assign, licence, reproduce, republish, display, disclose, transmit or distribute, commercially exploit, decompile or reverse engineer or otherwise provide or allow the provision of such reports or any contents or insights comprised in them to any third party without the prior written consent of Samsung. The Client acknowledges and agrees that the reports are not intended to be used as the sole basis for any business decision, and are based upon data which may be provided by third parties, the accuracy and/or completeness of which it is not possible and/or economically viable for Samsung to guarantee. The Client acknowledges that creating insights often involve models and techniques based on statistical analysis, probability and predictive behaviour, and are an estimate derived from a combination of dataset and as such are subject to limits of statistical error.

(15) Termination.

- a) Without Cause. Samsung may suspend or terminate this Agreement, or any portion thereof, without penalty, by providing fourteen (14) days' prior written notice thereof to the Client or, without notice, if Samsung acting in good faith believes Client may not for any reason pay the Cost.
- b) Without Cause. Unless a Campaign is designated on the first page as non-cancellable, the Client may cancel the entire IO, or any portion thereof, as follows:
 - i. With fourteen (14) days' prior written notice to Samsung, without penalty, for any CPM Deliverables within the Campaign. For clarity and by way of example, if the Client serves written notice of cancellation eight (8) days prior to serving of the first impression, the Client will only be responsible for payment for the first six (6) days of the Campaign.
 - ii. With thirty (30) days' prior written notice to Samsung, without penalty, for any flat fee-based placement within the Campaign, including, but not limited to, roadblocks, time-based or share-of-voice buys, and for any sponsorships indicated as cancellable on the IO.
 - iii. Client will remain liable to Samsung for payment for and cannot cancel any custom content or development set out in the IO.
 - iv. For the avoidance of doubt, sponsorships will not be cancellable unless expressly stated on the IO.
- c) For Cause. Either Samsung or the Client may terminate this Agreement at any time if the other Party (i) is in material breach of its obligations hereunder, which breach, if capable of remedy, is not cured within ten

- (10) days after receipt of written notice thereof from the non-breaching Party; or (ii) becomes subject to bankruptcy proceedings, an administration order, sequestration proceedings, winding up proceedings (except for the purpose of reconstruction or amalgamation) or a receiver, administrator or similar officer is appointed over the whole or any part of the assets or business of other Party, or any analogous circumstance anywhere in the world; or (iii) stops or threatens to stop trading or becomes insolvent.
- d) **Change of Control.** Samsung may terminate the entire IO and/or the Terms and Conditions immediately by writing to the Client if there is a change of control of the Client, as defined by Section 416 of the Income and Corporation Taxes Act 1988, in the Client.
- (16) **Confidentiality.** Both Parties agree not to, disclose to third parties other than to their and their Affiliates' employees, agents and professional advisors to the extent reasonably necessary for the Parties normal business purposes, nor use for any purpose other than as contemplated in this Agreement or any related internal business process any confidential or proprietary information arising or disclosed pursuant to this Agreement (including but not limited to the terms of this Agreement, the Parties' trade secrets, user data and information not generally known to the public such as business plans, strategies, practices, products, personnel and finances), that either: (a) clearly is designated as confidential or proprietary or the like thereof, if it is disclosed in written or other tangible form, including any electronic or magnetic form, or identified at the time of disclosure as being confidential, if it is disclosed orally or visually; or (b) should reasonably be considered, given the nature of the information or the circumstances surrounding its disclosure, to be confidential ("**Confidential Information**"). Confidential Information will not include information, which: (i) is disclosed with the prior written permission of the Party to whom such information belongs; (ii) is already known to, or obtained by independent means, or independently developed, by the recipient; (iii) is already in the public domain through no fault of the recipient; or (iv) the recipient receives from a third person free to make such disclosure without breach of any legal obligation. This **Section (16)** shall survive the termination of this Agreement for three (3) years after the date of the disclosure of Confidential Information. Notwithstanding the foregoing, a recipient may disclose confidential information of the other Party if required to do so by law, court order or request by any government or regulatory authority. Neither Party shall use the other Party's name, logo or materials for any marketing or promotional purpose without the prior written consent of the other Party in each instance.
- (17) **Intellectual Property.** "**Intellectual Property**": means all copyrights, patents, trade marks, design rights, database rights, rights in know-how, trade secrets, rights in confidential information and any other intellectual property rights or rights of a similar nature including domain names, registered and unregistered rights and any applications for registration, renewal, extension, division or reissue of the foregoing, in any jurisdiction. It is agreed as follows:
- Samsung is the owner or licensed user of Samsung Intellectual Property and that nothing in this Agreement or otherwise shall confer on the Client any right, title or interest in the Samsung Intellectual Property.
 - Client hereby grants to Samsung, its Affiliates and any service providers thereof a non-exclusive, royalty-free licence to use such of the Client Intellectual Property and third party Intellectual Property as relates to the Campaign and the IO including for the avoidance of doubt any Advertising Materials for the purposes of and to the extent Samsung reasonably deems necessary to perform the Campaign and any ancillary business purposes related thereto.
 - Client shall only incorporate third party Intellectual Property in a Campaign where: (i) each such use is specifically permitted by the third party; and (ii) no royalty payment is required to be paid by Samsung.
- (18) **Entire Agreement.** The IO and the Terms and Conditions contain the entire Agreement between the Parties, and no change, modification, or waiver, of any of its terms and conditions shall be effective unless made in writing and signed by all Parties. No terms and conditions of the Client shall be incorporated into this Agreement and shall be void and of no effect. In the event of a conflict or inconsistency between any of the documents that make up the Agreement, the Terms and Conditions shall take precedence over the IO. For the removal of any doubt, this Agreement supersedes and extinguishes all previous and any future agreements, promises, assurances, warranties, representations and understandings between the Parties, whether written or oral, relating to its subject matter.
- (19) **No Waiver.** The delay or failure of either Party to exercise any right or power provided in the Agreement or to require performance by the other Party of any provision of the Agreement will not impair such right or power, or be deemed a waiver thereof. A waiver by either party of any covenants to be performed by the other or any breach thereof will not be taken or held to be a waiver of any succeeding breach thereof or of any other covenant contained in the Agreement.
- (20) **Assignment.** This Agreement may not be assigned or transferred by the Client without the prior written consent of Samsung. Samsung may assign or transfer its rights under this Agreement and subcontract its obligations without the prior written consent of the Client.
- (21) **Force Majeure.** A "**Force Majeure Event**" means war, riot, invasion, act of foreign enemies, hostilities (whether or not war has been declared), acts of terrorism or sabotage, civil war, rebellion, revolution, ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component of such matter; or earthquake, flood, fire, explosion, epidemic, pandemic, or other natural physical disaster or severe weather. Neither Party is liable for any delays, failure to display or non-performance of its obligations under this Agreement arising from a Force Majeure Event provided that such Party has taken all reasonable steps to prevent and avoid the Force Majeure Event and takes all reasonable steps to overcome and mitigate the effects of the Force Majeure Event as soon as reasonably practicable. If the Force Majeure Event continues for more than twenty (20) calendar days, Samsung may terminate this Agreement forthwith by written notice to the Client.
- (22) **Notices.** Notices shall be delivered to each Party on the respective address listed on the IO by registered mail with copy per email.
- (23) **Survival.** Termination of this Agreement shall not affect either Party's accrued rights or liabilities or affect the coming into force or the continuance in force of any provision which is expressly or by implication intended to come into or continue in force on or after termination.
- (24) **Third Party Rights.** The Parties to this Agreement do not intend that any term of this Agreement should be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person who is not a Party to this Agreement other than the indemnitees listed in **Section (11)**.
- (25) **Counterparts.** The Parties may execute this Agreement in counterparts, PDF or other electronic copies, which taken together will constitute one instrument.
- (26) **Governing Law.** This Agreement, including any non-contractual disputes or claims, shall be governed, construed, and enforced in accordance with the laws of England without regard to its conflict of laws provisions. All disputes (including any non-contractual disputes or claims) between the Parties arising out of or in connection with this Agreement (including its existence, validity or termination) shall be finally resolved by arbitration to in accordance with the Rules of Arbitration of the International Chamber of Commerce (the "**Rules**") by one arbitrator appointed in accordance with the Rules. The Rules are deemed to be incorporated by reference into this Agreement. The arbitration shall take place in London (England). The language of proceedings shall be English.

SCHEDULE 1 – SAMSUNG CREATIVE GUIDELINES

No Campaign shall promote or contain, *inter alia*, any of the following types of content:

- Illegal activity, including (i) any form of illegal activity or the promotion thereof (*e.g.*, how to build a bomb, stealing, robbing, hacking, freaking, software piracy), (ii) any type of illegal substance, or (iii) any website containing illegal, false or deceptive investment advice or money-making opportunity.
- Violence, including (i) obscene or vulgar language (*e.g.*, excessive swearing), (ii) assault or rape, (iii) injury to human beings or animals, (iv) blood or dismemberment of human beings or animals, (v) torture or killing of human beings or animals, or (vi) bullying.
- Obscene or sexual material, including (i) nudity (*e.g.*, exposed breasts, visible genitalia, exposed buttocks), (ii) obscured or implied sexual acts, (iii) explicit sexual language, (iv) explicit sexual acts, or (v) visible sexual touching.
- Content promoting violence or advocating against a particular group, including groups identified by their (i) race or ethnic origin, (ii) religion, (iii) colour, (iv) national origin, (v) disability, (vi) age, (vii) veteran status, or (viii) sexual orientation or gender identity.
- Religious or occultist content, imagery or symbols.
- Political messages, provided that advertisements for candidates or political parties may be permitted but will be subject to Samsung’s review and prior written consent in each instance.
- Drugs and drug paraphernalia, including (i) illegal drugs, (ii) drug accessories, and (iii) herbal drugs (*e.g.*, salvia and “magic mushrooms”).
- Alcoholic beverages; provided that the following types of advertisements may be permitted but will be subject to Samsung’s review and prior written consent in each instance: (i) advertisements for beer, wine and mixers for alcoholic beverages (*e.g.*, margarita mix); (ii) online advertisements for hard liquor (*i.e.*, distilled spirits); and (iii) on-air advertisements for hard liquor (*i.e.*, distilled spirits) shown before the watershed. Notwithstanding the foregoing, any advertising, marketing or promotional content promoting excessive consumption of alcoholic beverages is prohibited, both online and on-air.
- Tobacco or tobacco-related products.
- Firearms, including (i) guns, (ii) ammunition, and (iii) fireworks.
- Online gambling, only subject to Samsung’s prior written approval.
- In addition, the creative shall not contain any content that is misleading, dishonest or unfair.

SCHEDULE 2 – DATA PROCESSING ADDENDUM

This Data Processing Addendum ("**Addendum**") forms part of the Samsung IO Standard Terms and Conditions ("**Principal Agreement**") between: (i) Samsung Electronics (UK) Limited ("**Samsung**"); and (ii) Client (as defined in the Principal Agreement, and for the purpose of this Agreement, the "**Company**").

The terms used in this Addendum shall have the meanings set forth in this Addendum. Capitalised terms not otherwise defined herein shall have the meaning given to them in the Principal Agreement. Except as modified below, the terms of the Principal Agreement shall remain in full force and effect.

In consideration of the mutual obligations set out herein, the Parties hereby agree that the terms and conditions set out below shall be added as an Addendum to the Principal Agreement. Except where the context requires otherwise, references in this Addendum to the Principal Agreement are to the Principal Agreement as amended by, and including, this Addendum.

1. Definitions

1.1 In this Addendum, the following terms shall have the meanings set out below and cognate terms shall be construed accordingly:

- 1.1.1 "**Applicable Laws**" means (a) European Union or Member State laws with respect to any Company Personal Data in respect of which any Company Group Member is subject to EU Data Protection Laws; and (b) any other applicable law with respect to any Company Personal Data in respect of which any Company Group Member is subject to any other Data Protection Laws;
- 1.1.2 "**Company Affiliate**" means an entity that owns or controls, is owned or controlled by or is or under common control or ownership with Company, where control is defined as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise;
- 1.1.3 "**Company Group Member**" means Company or any Company Affiliate;
- 1.1.4 "**Company Personal Data**" means any Personal Data Processed by a Contracted Processor on behalf of a Company Group Member pursuant to or in connection with the Principal Agreement;
- 1.1.5 "**Contracted Processor**" means Samsung and/or a Subprocessor;
- 1.1.6 "**Data Protection Laws**" means EU Data Protection Laws and, to the extent applicable, the data protection or privacy laws of any other country;
- 1.1.7 "**EEA**" means the European Economic Area;
- 1.1.8 "**EU Data Protection Laws**" means the GDPR and EU Directive 95/46/EC, as transposed into domestic legislation of each Member State and as amended, replaced or superseded from time to time, including by the GDPR and laws implementing or supplementing the GDPR;
- 1.1.9 "**GDPR**" means EU General Data Protection Regulation 2016/679;
- 1.1.10 "**Services**" means the services and other activities to be supplied to or carried out by or on behalf of Samsung for Company Group Members pursuant to the Principal Agreement;
- 1.1.11 "**Subprocessor**" means any person including any third party and any Samsung Affiliate, but excluding an employee of Samsung or any of its sub-contractors appointed by or on behalf of Samsung or any Samsung Affiliate to Process Personal Data on behalf of any Company Group Member in connection with the Principal Agreement;
- 1.1.12 "**Samsung Affiliate**" means an entity that owns or controls, is owned or controlled by or is or under common control or ownership with Samsung, where control is defined as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise;
- 1.1.13 The terms, "**Commission**", "**Controller**", "**Data Subject**", "**Member State**", "**Personal Data**", "**Personal Data Breach**", "**Processing**" (including "**Process**" and "**Processes**") and "**Supervisory Authority**" shall have the same meaning as in the GDPR, and their cognate terms shall be construed accordingly; and
- 1.1.14 The word "**include**" shall be construed to mean include without limitation, and cognate terms shall be construed accordingly.

2. Authority

Samsung warrants and represents that, before any Samsung Affiliate Processes any Company Personal Data on behalf of any Company Group Member, Samsung's entry into this Addendum as agent for and on behalf of that Samsung Affiliate will have been duly and effectively authorised by that Samsung Affiliate.

3. Processing of Company Personal Data

3.1 Samsung and each Samsung Affiliate shall:

- 3.1.1 comply with all applicable Data Protection Laws in the Processing of Company Personal Data; and
- 3.1.2 not Process Company Personal Data other than on the relevant Company Group Member's documented instructions unless Processing is required by Applicable Laws to which the relevant Contracted Processor is subject, in which case Samsung or the relevant Samsung Affiliate shall to the extent permitted by Applicable Laws inform the relevant Company Group Member of that legal requirement before the relevant Processing of that Personal Data.

3.2 Each Company Group Member:

- 3.2.1 instructs Samsung and each Samsung Affiliate and authorises Samsung and each Samsung Affiliate to instruct each Subprocessor to:
 - 3.2.1.1 Process Company Personal Data; and
 - 3.2.1.2 in particular, transfer Company Personal Data to any country or territory, as reasonably related for the provision of the Services and consistent with the Principal Agreement;
- 3.2.2 warrants and represents that it is and will at all relevant times remain duly and effectively authorised to give the instruction set out in Section 3.2.1 on behalf of each relevant Company Affiliate.

3.3 Annex 1 to this Addendum sets out certain information regarding the Contracted Processors' Processing of the Company Personal Data as required by Article 28(3) of the GDPR and, possibly, equivalent requirements of other Data Protection Laws. Company may make reasonable amendments to Annex 1 by written notice to Samsung from time to time as Company reasonably considers necessary to meet those requirements. Nothing in Annex 1 including as amended pursuant to this Section 3.3 confers any right or imposes any obligation on any party to this Addendum.

4. Samsung and Samsung Affiliate Personnel

Samsung and each Samsung Affiliate shall take reasonable steps to ensure the reliability of any employee, agent or contractor of any Contracted Processor who may have access to the Company Personal Data, ensuring in each case that access is strictly limited to those individuals who need to know/access the relevant Company Personal Data, as strictly necessary for the purposes of the Principal Agreement, and to comply with Applicable Laws in the context of that individual's duties to the Contracted Processor, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

5. Security

- 5.1 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Samsung and each Samsung Affiliate shall in relation to the Company Personal Data implement appropriate technical and organizational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR.
- 5.2 In assessing the appropriate level of security, Samsung and each Samsung Affiliate shall take account in particular of the risks that are presented by Processing, in particular from a Personal Data Breach.

6. Subprocessing

- 6.1 Each Company Group Member authorises Samsung and each Samsung Affiliate to appoint and permit each Subprocessor appointed in accordance with this Section 6 to appoint Subprocessors in accordance with this Section 6 and any restrictions in the Principal Agreement.
- 6.2 Samsung and each Samsung Affiliate may continue to use those Subprocessors already engaged by Samsung or any Samsung Affiliate set out in Annex 2, subject to Samsung and each Samsung Affiliate in each case as soon as practicable meeting the obligations set out in Section 6.4.
- 6.3 Samsung shall give Company prior written notice of the appointment of any new Subprocessor, including full details of the Processing to be undertaken by the Subprocessor. If, within fourteen (14) calendar days of receipt of that notice, Company notifies Samsung in writing of any objections on reasonable grounds related to data protection or privacy to the proposed appointment, neither Samsung nor any Samsung Affiliate shall appoint or disclose any Company Personal Data to that proposed Subprocessor until reasonable steps have been taken to address the objections raised by any Company Group Member and Company has been provided with a reasonable written explanation of the steps taken.
- 6.4 With respect to each Subprocessor, Samsung or the relevant Samsung Affiliate shall:
 - 6.4.1 before the Subprocessor first Processes Company Personal Data or, where relevant, in accordance with Section 6.2, carry out adequate due diligence to ensure that the Subprocessor is capable of providing the level of protection for Company Personal Data required by the Principal Agreement;
 - 6.4.2 ensure that the arrangement between on the one hand (a) Samsung, or (b) the relevant Samsung Affiliate, or (c)

the relevant intermediate Subprocessor; and on the other hand the Subprocessor, is governed by a written contract including terms which offer at least the same level of protection for Company Personal Data as those set out in this Addendum and meet the requirements of Article 28(3) of the GDPR;

6.4.3 if that arrangement involves an international transfer of Company Personal Data, ensure that such transfer complies with the requirements of any applicable Data Protection Laws.

7. Data Subject Rights

7.1 Taking into account the nature of the Processing, Samsung and each Samsung Affiliate shall assist each Company Group Member by implementing appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Company Group Members' obligations, as reasonably understood by Company, to respond to requests to exercise Data Subject rights under the Data Protection Laws.

7.2 Samsung shall:

7.2.1 without undue delay notify Company if any Contracted Processor receives a request from a Data Subject under any Data Protection Law in respect of Company Personal Data; and

7.2.2 ensure that the Contracted Processor does not respond to that request except on the documented instructions of Company or the relevant Company Affiliate or as required by Applicable Laws to which the Contracted Processor is subject, in which case Samsung shall to the extent permitted by Applicable Laws inform Company of that legal requirement before the Contracted Processor responds to the request.

8. Personal Data Breach

8.1 Samsung shall notify Company without undue delay upon Samsung or any Subprocessor becoming aware of a Personal Data Breach affecting Company Personal Data, providing Company with sufficient information to allow each Company Group Member to meet any obligations to report or inform Data Subjects of the Personal Data Breach under the Data Protection Laws.

8.2 Samsung shall co-operate with Company and each Company Group Member and take such reasonable commercial steps as is necessary and are directed by Company to assist in the investigation, mitigation and remediation of each such Personal Data Breach.

9. Data Protection Impact Assessment and Prior Consultation

Samsung and each Samsung Affiliate shall provide reasonable assistance to each Company Group Member with any data protection impact assessments, and prior consultations with Supervising Authorities or other competent data privacy authorities, which Company reasonably considers to be required of any Company Group Member by Articles 35 or 36 of the GDPR or equivalent provisions of any other Data Protection Law, in each case solely in relation to Processing of Company Personal Data by, and taking into account the nature of the Processing and information available to, the Contracted Processors.

10. Deletion or return of Company Personal Data

10.1 Subject to Sections 10.2 and 10.3, Samsung and each Samsung Affiliate shall to the extent technically feasible promptly and in any event within ninety (90) calendar days of the date of cessation of any Services involving the Processing of Company Personal Data (the "**Cessation Date**"), delete and procure the deletion of all copies of those Company Personal Data.

10.2 Subject to Section 10.3, Company may in its absolute discretion by written notice to Samsung within thirty (30) calendar days of the Cessation Date require Samsung and each Samsung Affiliate to (a) return a complete copy of all Company Personal Data to Company by secure file transfer in such format as is possible and mutually agreed upon between Company and Samsung; and (b) to the extent technically feasible delete and procure the deletion of all other copies of Company Personal Data Processed by any Contracted Processor. Samsung and each Samsung Affiliate shall comply with any such written request within ninety (90) calendar days of the Cessation Date.

10.3 Each Contracted Processor may retain Company Personal Data to the extent required by Applicable Laws and only to the extent and for such period as required by Applicable Laws and always provided that Samsung and each Samsung Affiliate shall ensure the confidentiality of all such Company Personal Data and shall ensure that such Company Personal Data is only Processed as necessary for the purpose(s) specified in the Applicable Laws requiring its storage and for no other purpose.

11. Cooperation Assistance

- 11.1 Samsung and each Samsung Affiliate shall make commercially reasonable efforts to provide to each Company Group Member on request all information necessary to demonstrate compliance with Article 28 of the GDPR, when a Company Group Member is required or requested to carry out by Data Protection Law, a Supervisory Authority or any similar regulatory authority responsible for the enforcement of Data Protection Laws in any country or territory.
- 11.2 Samsung and each Samsung Affiliate acknowledges and agrees that Company shall have the right, at any time once per calendar year during the term of the Agreement, including any renewal thereof, to request that Samsung engage a third party, at Company's sole cost and expense, such third party to be mutually agreed upon by Company and Samsung, to conduct an independent audit of Samsung's privacy and security practices, and Samsung shall comply with such request. Any results or reports from any such audits will be deemed Samsung's confidential information.

12. General Terms

- 12.1 The Parties to this Addendum hereby submit to the choice of jurisdiction stipulated in the Principal Agreement with respect to any disputes or claims howsoever arising under this Addendum, including disputes regarding its existence, validity or termination or the consequences of its nullity; and this Addendum and all non-contractual or other obligations arising out of or in connection with it are governed by the laws of the country or territory stipulated for this purpose in the Principal Agreement.
- 12.2 Nothing in this Addendum reduces Samsung's or any Samsung Affiliate's obligations under the Principal Agreement in relation to the protection of Personal Data or permits Samsung or any Samsung Affiliate to Process or permit the Processing of Personal Data in a manner which is prohibited by the Principal Agreement.
- 12.3 Subject to Section 12.2, with regard to the subject matter of this Addendum, in the event of inconsistencies between the provisions of this Addendum and any other agreements between the parties, including the Principal Agreement and including (except where explicitly agreed otherwise in writing, signed on behalf of the parties agreements entered into or purported to be entered into after the date of this Addendum, the provisions of this Addendum shall prevail.
- 12.4 Company may propose any other variations to this Addendum that Company reasonably consider to be necessary to address the requirements of any Data Protection Law.
- 12.5 If Company gives notice under Section (22) of the Principal Agreement, the Parties shall promptly discuss the proposed variations and negotiate in good faith with a view to agreeing and implementing those or alternative variations designed to address the requirements identified in Company's notice as soon as is reasonably practicable.
- 12.6 Neither Company nor Samsung shall require the consent or approval of any Company Affiliate or Samsung Affiliate to amend this Addendum pursuant to this Section 12.6 or otherwise.
- 12.7 Should any provision of this Addendum be invalid or unenforceable, then the remainder of this Addendum shall remain valid and in force. The invalid or unenforceable provision shall be either (i) amended as necessary to ensure its validity and enforceability, while preserving the parties' intentions as closely as possible or, if this is not possible, (ii) construed in a manner as if the invalid or unenforceable part had never been contained therein.

ANNEX 1 – DETAILS OF PROCESSING OF COMPANY PERSONAL DATA

This Annex 1 includes certain details of the Processing of Company Personal Data as required by Article 28(3) GDPR.

1. Categories of Personal Data

The Personal Data concern the following categories of Personal Data:

- Cookie IDs
- Mobile advertising IDs (IDFA and AAID), Smart TV advertising IDs (PSID or TIFA) and any other relevant device IDs
- IP addresses (including IPv4 and/or IPv6 address)
- Geo location data
- Web browsing information
- Mobile application usage information
- Inferred or declared behavioural data

The Personal Data concern the following special categories of Personal Data:

- Not applicable

2. Categories of data subjects

The Personal Data concern the following categories of individuals:

- Customers
- Prospective or lapsed customers
- Website end-users
- Application end-users

3. Purposes of the data processing

The Personal Data will be processed for the following purposes:

- Each party shall only process Personal Data as (i) permitted under the terms of the Agreement, and (ii) as necessary to comply with the Data Protection Laws and Regulations.

4. Processing activities

The Personal Data will be subject to the following processing activities:

- The provision of personalised advertising, analytics and associated services.

5. Recipients of the Personal Data

The Personal Data may only be disclosed to the following recipients:

- The Subprocessors listed in Annex 2 for the purpose of the delivery of the Covered Services.

6. Retention periods

The Personal Data may only be retained for ninety (90) days following the completion of the Campaign.

ANNEX 2

LIST OF CURRENT SUB-PROCESSORS

Processor	Contact details	Description of processing
AdGear Technologies, Inc, a Canadian corporation	800 René-Lévesque Ouest Suite 1000, Montreal, QC, Canada, H3B 1X9 privacy@adgear.com	Advertising delivery, management and optimisation services
Samsung Electronics Co., Ltd., a Korean corporation	416 Maetan-3Dong, Yeongtong-Gu, Suwon-Si, Gyeonggi-Do, 443-742, Korea privacy.sec@samsung.com	Advertising delivery, management and optimisation services
Samsung Electronics America, Inc., a New York corporation	85 Challenger Road, Ridgefield Park, NJ 07660 USA NAPrivacy@sea.samsung.com	Advertising delivery, management and optimisation services
Samsung Research America, Inc., a California corporation	665 Clyde Avenue, Mountain View, CA. 94043 NAPrivacy@sea.samsung.com	Provision of analytical services
Samsung India Electronics Pvt Ltd., an Indian corporation	20th to 24th Floor, Two Horizon Centre, Golf Course Road, Sector-43, DLF PH-V, Gurgaon, Haryana – 122202 Phone : +91-124-4881234 gauri.taneja@samsung.com	Advertising delivery, management and optimisation services
C-Centric Ltd, a company registered in England and Wales under number 07096453	2 Castle Business Village, Station Road, Hampton, Middlesex, TW12 2BX info@ccentric.co.uk	Data management and matching services
Snowflake Computing Netherlands BV	FOZ Building, Gustav Mahlerlaan 300-314, 1082 ME Amsterdam, Netherlands privacy@snowflake.com	Cloud storage and matching services
InfoSum Limited, a company registered in England and Wales, Company Number 09825513	Clifton House, Bunnian Place, Basingstoke, Hampshire, RG21 7JE, England hello@infosum.com	Cloud storage and matching services
Truata Limited, an Irish limited company registered under number 622418	First Floor, Silverstone House, Ballymoss Road, Sandyford, Dublin, D18 A7K7, Ireland privacy@truata.com	Anonymisation services