

SAMSUNG INSERTION ORDER STANDARD TERMS AND CONDITIONS

These standard terms and conditions ("T&Cs") are entered into by and between Samsung Electronics (UK) Limited and the Client referenced in the corresponding Insertion Order (the "IO"). Any capitalised terms not otherwise defined in these T&Cs shall have the meanings set forth in the IO. Samsung and the Client are collectively referred to herein as the "Parties" with each being a "Party".

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

"**Advertising Materials**" is defined in Section 9.

"**Agreement**" is defined in the IO.

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

"**Affiliate**" means in relation to any company, any subsidiary or holding company of such company or any other subsidiary of any such holding company, or any other undertaking in the company's group, for which purpose "group", "subsidiary" and "holding company" shall have the meanings ascribed to them in Sections 474(1) and 1159 of the Companies Act 2006.

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

- (a) "**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;
- (b) "**CTV**" means together SCN, TV Plus and Audience Extension (on non-Samsung connected TVs);
- (c) "**Mobile**" means the targeted and non-targeted selling of advertising space on Samsung applications downloaded on mobile devices, tablets and PCs;
- (d) "**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;
- (e) "**TV**", means advertising, targeted or non-targeted, delivered on the Samsung TV Platform, including content discovery tile or masthead ads, app carousel, and universal guide; and
- (f) "**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 these T&Cs and any updates to the same that have been provided to the Client by Samsung from time to time.

"**Data Protection Law**" means any applicable law, enactment, constitution, treaty, statute, rule, regulation, ordinance, order, directive, judgment, decree, injunction, writ, determination, award, permit, license, authorisation, requirement or decision of or agreement with or by any legislative, administrative, judicial or other governmental authority concerning the processing of data relating to living persons or relating in any way to the privacy, confidentiality, security or protection of Personal Data, as they may be amended from time to time, in any jurisdiction, each to the extent applicable to the activities or obligations under or pursuant to the Agreement, including without limitation:

- (a) EU General Data Protection Regulation (EU) 2016/679 ("EU

GDPR");

the EU GDPR as it forms part of retained EU law in the UK, as defined in the European Union (Withdrawal) Act 2018 and as amended (if applicable) by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 ("UK GDPR");

- (b) UK Data Protection Act 2018 (as amended from time to time);
any law, enactment, regulation or order transposing, implementing, adopting, supplementing or derogating from the EU GDPR and the EU Directive 2002/58/EC in each EU Member State and the UK; and
- (c) applicable laws regulating the internet and unsolicited email communications, relating to security breach notifications, imposing minimum security requirements, and the secure disposal of records containing certain personal information.

"**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.

"**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.

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

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

- (2) **Term.** The term of the Agreement (the "**Term**") shall commence on the Effective Date and expire on the earlier of the following:
 - (a) the date of any termination pursuant to Section 15 below; or
 - (b) 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 Advertising Materials 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 devices displaying the Campaign. Any delays incurred as a result of the Client's failure to comply with this Section 3 shall not entitle the Client to any compensation, discount, make good or extension of the Campaign. Samsung shall have no liability for any loss arising out of or in connection with any damage, loss or deletion of the Advertising Materials (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 Advertising Materials to the Client or any other third party.

- (4) **Campaign Delivery.** Samsung will use reasonable efforts to display the Campaigns during the times and frequencies set out in the IO and between the Estimated Start Date and Estimated End Date. The Client acknowledges that Samsung does not 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 ads delivered as part of a Campaign.

- (5) Payment Terms & Reporting. The Client shall pay the Cost to Samsung within the timeframe set out in the IO. Time is of the essence as regards the Client's obligation to pay Samsung. The Parties acknowledge that if agency commission is payable in relation to the Campaign then such commission is payable solely by the Advertiser.

(a) Cost. If the Client will pay Samsung based on CPM, the CPM Rate shall be as set out in the IO. If a flat-fee is payable for a Campaign (or particular placements within a Campaign) then that flat-fee shall be as set out in the IO.

(b) Reporting. During the Campaign, Samsung shall regularly (usually once per month, although the Client acknowledges timings are at Samsung's discretion) issue the Client with reports setting out the estimated Cost payable at the time of each report (the "**Report**"). Client acknowledges and agrees that: (a) the final Cost calculated by Samsung for invoicing purposes may vary from the Reports; and (b) the impression figures used by Samsung to determine the Cost are final. Samsung does not accept other forms of measurement, statistics or reporting, 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 in the IO. In the event that information becomes available to Samsung which results in it not being able to offer payment terms to the Client / Samsung requiring pre-payment from the Client moving forward, then: (i) Samsung will notify the Client of the same; and (ii) the Client may, but is not obliged to, terminate this Agreement by providing written notice to Samsung within seven (7) days from the date of Samsung's notice. The Client's right to terminate ceases after this seven (7) day period, following which the Client will be deemed to have agreed to pre-pay Samsung under this Agreement. If the Client exercises its right to terminate under this Section 5 (c), the Client must pay Samsung for the Cost of all Covered Services delivered up to the date of termination, in accordance with the Payment Schedule set out in the IO.

(d) Where an Agency is acting for an Advertiser, the Agency hereby agrees that it is contracting as principal unless otherwise set out in the IO. The Agency warrants that this IO is made within the scope of the Agency's powers and authorisations given to it by Advertiser.

(e) In the event that the Client fails to make any payment when 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. Samsung reserves the right to: (a) charge interest on any outstanding payments that are not received by the due date at the rate of 2.5% per month, or the highest rate allowed by Applicable Laws, whichever is lower; (b) offset the unpaid balance against any unpaid invoices Samsung may owe to with Client; and (c) require pre-payment of the Cost or estimated Cost of any further contracted placements before running any further Campaign(s).

(f) Taxes.

(i) Withholding Tax. 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.

(ii) Sales Taxes. The Cost is exclusive of sales taxes and Client shall be responsible to pay any and all sales taxes as required by Applicable Laws.

(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).

(b) Notwithstanding Section (6) (a), if for any reason there is an interruption of, delay, or omission in any Campaign to be displayed under this Agreement, Samsung shall have the right to propose a substitute time period ("**make good**"), which shall be reasonably acceptable to the Client, and such make good will be Client's sole remedy for such interruption, delay or omission.

(c) Samsung's maximum liability under this Agreement shall be an amount equal to the total Cost of the Campaign (as estimated by Samsung).

(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. Samsung disclaims all warranties, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, accuracy, or uninterrupted service, in connection with any products, services, or platforms provided under this Agreement. All such offerings are provided on an "as is" and "as available" basis.

(8) Campaign Content. Samsung at all times retains the right to reject any and all Campaign ads and content submitted by the Client due to non-compliance with Samsung's format requirements or unsuitable content. Samsung will provide advance notice to the Client whenever reasonably possible with an explanation of the reason(s) for such rejection. Samsung may also takedown the display of any Campaign at any time for these reasons. Samsung will provide advanced notice of the takedown

to the Client whenever reasonably possible and provide an explanation for the reason(s) for such takedown. Samsung will provide Client with notice following circumstances necessitating immediate takedown (e.g. the Campaign has received negative publicity) within a reasonable period following such takedown. If the relevant format or unsuitability issue has been resolved by Client to Samsung's satisfaction, the relevant Campaign may be reinstated at Samsung's discretion, with any proportionate extension of the Campaign also being at Samsung's discretion. Samsung does not undertake to review the content of any or all Campaigns or the Advertising Materials submitted by the Client. The use of Advertising Materials by Samsung shall not be deemed to constitute an acceptance that those Advertising Materials comply with the requirements of this Agreement or Applicable Laws and shall not release the Client from their obligations to comply with the terms and conditions of this Agreement and Applicable Laws. The Client is solely responsible for the content of all Advertising Materials and will ensure that all Advertising Materials comply with the Creative Guidelines.

- (9) Client Representations and Warranties. The Client represents and warrants to Samsung that: (a) it has the power and authority to enter into and perform its obligations under this Agreement; (b) all artwork, music, video, graphic, copy, code, URLs or other materials (including links) used in connection with the Campaign or displayed under this Agreement, (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; (c) the Client will pay all performance rights and other royalties due in respect of the display (including without limitation transmission and broadcast) of the Campaign including rights relating to the clearance of music; (d) the Advertising Materials are on provision to Samsung and will remain during the Term compliant with Applicable Laws and the Creative Guidelines; (e) the Advertising Materials do not contain any false, deceptive, misleading, unethical, defamatory, libellous, threatening, obscene or blasphemous material; (f) 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 and/or any third party including without limitation any publisher of content on which Advertising Materials are served pursuant to this Agreement ("**Publishers**"); (g) 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; and (h) the Client will, and shall ensure its third party suppliers shall, comply with all applicable Data Protection Laws in connection with its use, and provision to Samsung of the Advertising Materials and when processing any data obtained from any 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**"). Client hereby warrants to Samsung that Client will not transfer or pass any Personal Data to Samsung under this Agreement. In the event that this changes, or it is proposed that this change, then Client will promptly notify Samsung and the Parties will negotiate and enter into an appropriate data sharing agreement.
- (10) License. Client hereby grants Samsung and its Affiliates, service providers and Publishers an unlimited, sub-licensable, non-exclusive, royalty free right and license during the 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 its rights under this Agreement.

- (11) Indemnification. The Client agrees to indemnify and hold harmless Samsung, its Affiliates, service providers and Publishers 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: (a) the content of the Advertising Materials;; and (b) the Client's breach of any of its representations or warranties contained herein. In the event that Samsung receives a claim from a third party, Samsung shall: (i) promptly notify the Client of the claim; (ii) permit the Client to control and manage the defence of any claim (and any settlement) except in circumstances where, acting reasonably, Samsung believes control of such claim should remain with Samsung; and (iii) provide reasonable co-operation with the Client in the defence of any claim (and any settlement). The Client shall not settle, compromise, or otherwise resolve any third party claim for which it owes an indemnity to Samsung without Samsung's prior written consent if such settlement: (c) requires any payment by Samsung; or (d) imposes any liability or obligation for Samsung.
- (12) Data Collection Technologies and Data Privacy.
- (a) 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 which 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 (a).
 - (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 they 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 Term: (A) have a legal basis for processing any Personal Data collected by such Data Collection Technologies; (B) comply with applicable Data Protection Laws, including without limitation the terms of the Client's own privacy policy; (C) comply with the Technology Vendor's agreement; and (D) 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 Samsung or 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. The Client shall not attempt to circumvent such measures. The Client must cease using Data Collection Technologies if requested by Samsung.
- (13) Opt-out. Samsung may include a link on the ad(s) within the Campaign to the European Digital Advertising Alliance opt-out programme (for non-mobile ads) and the AppChoices opt-out programme (for mobile ads). If the Client will embed such opt-outs itself, then it shall notify Samsung, and it shall give effect to any opt-out request.
- (14) Analytics. Where agreed between the Client and Samsung, Samsung may deliver certain reports or insights for the Client'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 as such are an estimate derived from a combination of dataset / 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 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 described in the IO as non-cancellable, the Client may cancel a Campaign, or any portion of a Campaign, as follows:
- (i) If the Client is due to pay Samsung based on CPM, with fourteen (14) days' prior written notice to Samsung, without penalty. 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) If the Client is due to pay Samsung a flat-fee, with thirty (30) days' prior written notice to Samsung, without penalty. This includes but is not limited to roadblocks, time-based or share-of-voice buys, and for any sponsorships described in the IO as cancellable.
- (iii) For the avoidance of doubt, sponsorships will not be cancellable unless expressly described as such in 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 this Agreement immediately by written notice 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.
- (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 from 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. 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.
- (a) Samsung is the owner or licensed user of Samsung's Intellectual Property and nothing in this Agreement or otherwise shall confer on the Client any right, title or interest in the Samsung's Intellectual Property.
- (b) Client hereby grants to Samsung, its Affiliates, its service providers and Publishers a non-exclusive, royalty-free licence to use such of the Client's Intellectual Property and third party Intellectual Property as relates to the Campaign (including the Advertising Materials) for the purposes of and to the extent Samsung reasonably deems necessary for the performance of its obligations and exercise of its rights under this Agreement.
- (c) 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 these T&Cs 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 T&Cs shall take precedence over the IO to the extent of the inconsistency. 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, 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 by written notice to the Client.
- (22) Notices. Notices shall be delivered to each Party at the respective address listed on the IO by registered mail with copy sent via 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 and jurisdiction. This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation..

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 ads 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 ads may be permitted but will be subject to Samsung's review and prior written consent in each instance: (i) ads for beer, wine and mixers for alcoholic beverages (*e.g.*, margarita mix); (ii) online ads for hard liquor (*i.e.*, distilled spirits); and (iii) on-air ads 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.