

Rokt Terms for Brands

BY ACCEPTING THESE ROKT TERMS FOR BRANDS (“TERMS”), EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY EXECUTING A MARKETING ORDER THAT REFERENCES THESE TERMS, YOU AGREE TO ALL OF THE PROVISIONS OF THESE TERMS. THE TERMS AND ANY MARKETING PRODUCT, BUDGET, PRICING AND CAMPAIGN TARGETING INSTRUCTIONS PROVIDED VIA THE ROKT PLATFORM, ACKNOWLEDGED EMAIL, OR BY THE PARTIES’ EXECUTING A MARKETING ORDER (EACH A “MARKETING ORDER”) FORM OUR “AGREEMENT”. IF YOU ARE ACCEPTING THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY (WHETHER AS AN AUTHORIZED EMPLOYEE, ATTORNEY OR AGENT), YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THIS AGREEMENT, IN WHICH CASE THE TERMS “YOU” OR “YOUR” IN THE FOLLOWING CLAUSES SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THIS AGREEMENT, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES. IN THIS AGREEMENT, AN “AFFILIATE” OF A PARTY MEANS ANY ENTITY THAT DIRECTLY OR INDIRECTLY CONTROLS, IS CONTROLLED BY, OR IS UNDER COMMON CONTROL WITH SUCH PARTY (“CONTROL” OF AN ENTITY MEANING HAVING >50% OWNERSHIP OR THE RIGHT TO DIRECT THE MANAGEMENT OF THE ENTITY). USE OF ANY OF THE SERVICES SHALL CONSTITUTE AGREEMENT WITH AND ACCEPTANCE OF THIS AGREEMENT

1. Description of Service provided by Rokt

- 1.1. Rokt will engage with a selected network of partners (each a “Partner”) who operate websites, mobile applications and ecommerce engines (such network, the “Partner Network”) to enable the presentation of advertising and related activities (together “Campaigns”) prepared and supplied by You. You authorize Rokt to display Campaigns on its Partner Network and provide other services (together, “Services”) in accordance with this Agreement.
- 1.2. These Services may be provided to You via Your Rokt account manager (“Account Manager”) and/or by registering for an account (“Account”) via the Rokt technology platform used to provide the Services and allowing electronic management of Campaigns (the “Rokt Platform”), as applicable. Provision of the Services, and Account registration, requires You to submit to Rokt Your corporate and personal information, as well as valid payment method.
- 1.3. The Rokt group counterparty with whom You are entering into this Agreement is the party set out in the applicable Marketing Order; or if unspecified, Rokt Pte Ltd, a Singapore private limited company. References to “Rokt” in this Agreement refer to the relevant Rokt counterparty. Further details of these entities are included in clause 16.11.
- 1.4. You may specify an applicable budget for a Campaign or series of Campaigns using the Rokt Platform or by notifying Your Account Manager in writing. Campaigns will be displayed until such time as such budget is exhausted by incurred Booking Fees (defined in clause 3.2 below).

2. Campaigns

- 2.1. Campaigns may be lodged with Rokt by providing Your advertising content (“Content”) including copy, images, links, and format files. Such Content must adhere to the Rokt Campaign Policies published at <https://policies.rokt.com> and as updated from time to time (“Campaign Policies”).
- 2.2. Campaigns are subject to acceptance by Rokt. Rokt may reject or remove Content at any time for any or no reason, including but not limited to on the basis of non-compliance with the Campaign Policies. Rokt will use its commercially reasonable efforts to timely notify You of any non-compliance with the Campaign Policies.
- 2.3. You may provide updated Content in writing in electronic format to Rokt at any time either through using the Rokt Platform or Your Account Manager. If provided using the Rokt Platform, updates will be reflected on Rokt’s Partner Network promptly following Rokt’s review and acceptance. If provided via Your Account Manager, then, subject to Rokt’s review and acceptance, these updates will be reflected on Rokt’s Partner Network within 3 working days.
- 2.4. Rokt does not provide creative or design services for hire.
- 2.5. You will be solely responsible for the performance of all obligations hereunder in connection with any and all Campaigns. As further specified in clause 10.1, below, Rokt takes no responsibility for the content of Your Campaigns.

3. Campaign Display and Billing

- 3.1. Following Rokt’s review and acceptance of a Campaign, Rokt will display the Campaign, as provided by You, on its Partner Network, subject to an available budget or payment method. Rokt is not responsible for any errors or omissions in any Content provided by You or on Your behalf.
- 3.2. You agree to pay Rokt fees (“Booking Fees”) on the basis of Campaign delivery, as set out in an applicable Marketing Order (including as specified by You using the Rokt Platform or via email). Campaign advertising is regarded as delivered when the customer engages with the Campaign on the Partner Network in the specified manner, such as clicks, actions or referrals generated (“Referrals”). Rokt does not guarantee that Your Campaign will receive impressions or be displayed at any given associated price, any minimum number of impressions or Referrals or the performance

of any Campaign or Referral.

- 3.3. You acknowledge and agree that while Rokt will use its commercially reasonable efforts to implement Campaigns as directed by You and accepted by Rokt, the accuracy of end-user data is outside of Rokt’s control, and Rokt makes no representation, warranty or guarantee as to the accuracy of such data.
- 3.4. If (i) You undertake a Campaign where all or part of the fees are paid for, credited or written off by Rokt, or (ii) any creative or design services are provided by Rokt incidental to any Campaign, then, this Agreement will apply, and, notwithstanding anything else in this Agreement, under such circumstances such Services will be provided on “as-is” basis without any representation or warranty of any kind.

4. Invoicing & Payment

- 4.1. All Services provided by Rokt to You shall be paid in accordance with the payment method we approve for You to use. If You are approved to pay with Credit Card, You agree that fees will be auto-debited at pre-set monetary increments. If You are approved to pay on an invoice basis, You agree to pay all invoiced amounts within the payment terms set out in your Account, or if applicable the signature block below or in a Marketing Order. The Rokt Platform will be used for calculation of all invoices. Rokt reserves the right to render an interim invoice, or final invoice for any outstanding balance, and settle that invoice using a nominated credit card (or other payment method set out in a Marketing Order or specified in the Rokt Platform). Rokt may allocate monies received against the total amount outstanding to Rokt pursuant to any invoices or all invoices, in Rokt’s discretion. Rokt may set-off monies received from, or owed by, You against any amounts payable under this or other agreements Rokt has with You.

5. Overdue Payments

- 5.1. Where any payment owing to Rokt by You is overdue, Rokt may remove and suspend the placement of a Campaign, or elect to treat the failure to pay as a repudiation of these Terms. You agree to reimburse Rokt for any legal and recovery costs incurred by Rokt in enforcing any overdue payments or debt You owe Rokt.
- 5.2. Without limiting Rokt’s rights or remedies, Rokt reserves the right to charge interest on any overdue payments at the rate of 2% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower.

6. Cancellation

- 6.1. You may cancel a Campaign by (a) cancelling the order in the Rokt Platform, which will be of immediate effect; or (b) providing written notice to Rokt at least 10 working days prior to the effective date of the cancellation. In the event that You cancel a Campaign, You will only be liable for accumulated Campaign Booking Fees incurred up to the end of the effective date of such cancellation.

7. Brands’ Obligations

- 7.1. You represent and warrant to Rokt that (i) You own or have acquired all of the rights, interests, licenses and authorizations in and to the Content (including without limitation all copyrights, trademarks and all other intellectual property rights) necessary to make the Content available to Rokt and for Rokt to provide the Services and implement the Campaigns and can verify this on request, (ii) in connection with Rokt’s performance of the Services and display and/or implementation of the Campaigns, none of Your Content will (a) infringe or misappropriate any copyright, trademark, trade secret, patent or any other intellectual property right of a third party; (b) constitute passing off, defamation, breach of confidence or privacy or contravention of any other law or legal or equitable right, or (c) contain any material or information which is defamatory, obscene, fraudulent or misleading, or violates any law, rule or regulation, including without limitation any law, rule or regulation relating to privacy, false advertising or consumer protection. You further represent and warrant to Rokt that You hold all necessary licenses, permits and authorizations that are required to

carry out the services or provide the product included in or promoted by the Campaign.

7.2. You acknowledge and agree that:

(a) You will comply with all applicable laws when using the Services, and You may only use the Services for lawful purposes;

(b) You will comply with Rokt Campaign Policies and other policies related to the Rokt Platform notified to You from time to time;

(c) You will display a clearly labelled and easily accessible privacy policy on any website or other asset to which an end user may be directed from the Content, which privacy policy should comply with applicable laws, including providing end-users with clear and comprehensive information about information stored on, accessed on, or collected from end users' devices in connection with the site(s) including cookies, device-specific information, location information and other information. Any personal information or personal data You may receive that is collected from end-users via a Campaign on the Partner Network may not be disclosed, sold, rented, forwarded, made public or shared in any way with any other third party or used other than to facilitate the services that the user has consented to participate in or receive from You as specified in any Campaign Content. "Personal information" or "personal data" means information about an individual that identifies them, or from which the person's identity can be reasonably determined, and shall include "personal data" within the meaning of European Privacy Law or any other applicable law. Examples of personal information include name, address, email address and phone number;

(d) You are responsible for all activity that occurs under Your Account and You agree to maintain the security and secrecy of Your Account username and password at all times. Rokt takes no responsibility for unauthorized uses of Your account. You may not assign or otherwise transfer Your Account to any other entity, without Rokt's prior written consent;

(e) Rokt may control the display of Campaigns on its Partner Network in its sole and absolute discretion. This includes (but is not limited to) preventing the display of a Campaign where You or the Campaign is included by Partner Network partners on any exclusion list of companies, content or product verticals;

(f) Systems or technological failure may impede or prevent access to all or any part of the Campaign or Partner Network from time to time and transmission of data over the Internet may be subject to errors and delays (collectively, "Delays") and Rokt shall not be liable to You for any such Delays;

(g) Rokt may modify the organization, structure, "look and feel" and other elements of the Rokt Platform at its sole discretion at any time without prior notice;

(h) Rokt will provide Campaign performance data in substance and form as determined by Rokt in its sole discretion. You shall not distribute or disclose performance data to any third party without Rokt's prior written consent. Rokt makes no, and expressly disclaims all, representations, warranties or guarantees regarding the accuracy, reliability or completeness of any performance data provided to You; and

(i) except where Rokt acts as the official sponsor of such a promotion, You are entirely responsible for the proper and legal operation of any sweepstake, competition, lottery or contest undertaken as part of a Campaign, including but not limited to the design of all applicable rules, conditions of entry, obtaining any necessary permits, ensuring the proper display of any necessary terms, conduct of draws and notification of winners.

8. Termination, Suspension and Non-Availability

8.1. Without limiting its other rights, Rokt may, upon notice to You, also immediately suspend the placement of a Campaign or terminate this Agreement if:

(a) You enter into bankruptcy, liquidation, administration, receivership, a composition or arrangement with Your creditors, have a receiver or manager appointed over all or any part of Your assets or become or are deemed to become insolvent;

(b) You die, or if You are a partnership are dissolved or an application to dissolve the partnership is filed, or if You are a company, the company is wound up or an application for the company's winding up is filed; or

(c) You fail to comply with applicable privacy requirements set out in clause 12.

8.2. Either party may terminate this Agreement where the other party is in material breach of this Agreement by providing written notice to such other

party. A party will be considered to be in material breach where (i) an administrator, liquidator or receiver is appointed to the party, or (ii) the party has committed a breach which cannot be rectified within 7 days of notice in writing specifying the breach having been given by the party not in default.

8.3. If Rokt reasonably believes that You are in breach of Your Agreement with Rokt, You must pay all outstanding amounts for Services performed to Rokt within seven (7) days of termination of the Agreement.

9. Limitation of Liability

9.1. This clause 9 does not exclude or limit the application of any statute where to do so would:

(a) contravene that statute; or

(b) cause any part of this Agreement to be void.

9.2. IN NO EVENT WILL ROKT BE LIABLE TO YOU IN AN ACTION UNDER TORT, CONTRACT, WARRANTY OR ANY OTHER THEORY OF LIABILITY FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE/EXEMPLARY DAMAGES OR LOSSES ARISING FROM OR RELATED TO A BREACH OF THIS AGREEMENT, THE DISPLAY OR IMPLEMENTATION OF ANY CAMPAIGN, OR THE PERFORMANCE OF THE SERVICES, INCLUDING, WITHOUT LIMITATION, SUCH DAMAGES OR LOSSES ARISING FROM (I) LOSS OF BUSINESS, PROFIT OR REVENUES, (II) LOSS OF CONTENT, DATA, OR PROGRAMMING (III) FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, (IV) SUBSTITUTE PROCUREMENT, (V) DAMAGE TO EQUIPMENT OR SYSTEMS OR (VI) ANY CAMPAIGN CONTENT SUGGESTED BY ROKT, IN EACH CASE INCURRED BY YOU OR ANY THIRD PARTY, EVEN IF ROKT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES OR IF SUCH DAMAGES OR LOSSES ARE FORESEEABLE. YOU ARE WHOLLY RESPONSIBLE FOR THE CONDUCT AND CONTENT OF YOUR CAMPAIGN, INCLUDING ANY AND ALL CONTENT PRESENTED VIA YOUR ACCOUNT, INCLUDING CAMPAIGN CONTENT PROVIDED BY ROKT. ROKT'S TOTAL LIABILITY TO YOU FOR DAMAGES OR LOSSES IN CONNECTION WITH ANY CAMPAIGN, ROKT'S PERFORMANCE OF THE SERVICES OR UNDER YOUR AGREEMENT WITH ROKT, WHETHER IN AN ACTION UNDER TORT, CONTRACT, WARRANTY OR OTHER THEORY OF LIABILITY, WILL IN NO EVENT EXCEED THE AMOUNT ACTUALLY PAID BY YOU FOR THE APPLICABLE CAMPAIGN OR SERVICE, OR THE AMOUNT PAID BY YOU IN THE THREE (3) MONTHS PRECEDING THE INCIDENT, WHICHEVER IS LESS.

10. Indemnification

10.1. You shall at all times indemnify and hold harmless Rokt, its Partners, affiliates, any related bodies corporate, its directors, employees, servants and agents (the "Rokt Indemnified Parties") from and against, and shall reimburse each such Rokt Indemnified Party for, any loss, expense, including reasonable costs of litigation or arbitration, damages, judgements, settlements or other liability incurred or suffered by the Rokt Indemnified Parties arising from any claim, demand, action, suit or proceedings in relation to a Campaign, including but not limited to those:

(a) relating to the conduct or content of a Campaign;

(b) arising from any claim that Your Campaign or Content infringes or misappropriates any copyright, trademark, trade secret, patent or any other intellectual property of any third party;

(c) arising as a result of Your breach of the Campaign Policies;

(d) arising out of any material breach by You of any duty, representation or warranty under this Agreement;

(e) except where Rokt acts as the official sponsor of such a promotion, relating to the operation of any sweepstake, lottery or contest undertaken as part of Your Campaign; or

(f) relating to any contaminated file, virus, Trojan horse or any other malware originating from Your Campaign, Content or any linked areas.

10.2. Rokt shall at all times indemnify and hold harmless You, Your related bodies corporate, Your directors, employees, servants and agents (the "Brand Indemnified Parties") from and against, and shall reimburse each such Brand Indemnified Party for, any loss, expense, including reasonable and documented out-of-pocket costs of litigation or arbitration, damages, judgements, settlements or other liability reasonably incurred or suffered by Brand Indemnified Parties arising from any claim, demand, action, suit or proceedings brought by a third party in relation to:

(a) any claim that Rokt's platform infringes or misappropriates any copyright, trademark, trade secret, patent or any other intellectual property of any third party;

(b) arising out of any material breach by Rokt of any duty, representation

or warranty under this Agreement; or

(c) relating to any contaminated file, virus, Trojan horse or any other malware originating from the Rokt Platform.

- 10.3. The party seeking indemnification hereunder shall give prompt written notice, cooperation and assistance to the indemnifying party relative to any such claim, action, or suit and the indemnifying party shall have the option to undertake and conduct the defense of such claim or suit (including, without limitation, selecting in its sole discretion, counsel therefor) and to engage in settlement thereof, subject to the indemnified party's prior approval of any such settlement not to be unreasonably withheld.

11. Force Majeure

- 11.1. Without limiting this Agreement, neither party will be liable for any delay in performance or breach of this Agreement that arises as a result of a Force Majeure event.
- 11.2. "Force Majeure" means any act of government of state, civil commotion, epidemic, fire, flood, natural disaster, war, or any event beyond the control of the party claiming to be excused from its obligations.
- 11.3. Each party disclaims all liability and indemnification obligations for any harm or damages caused by any third party hosting providers.

12. Privacy

- 12.1. All data or other information which is supplied from time to time by Rokt to You in relation to the Services or any Campaign, end user or customer, including performance data ("**Rokt Data**"), is supplied to You specifically for the specific purpose of its use in connection with the Services, and for no other purpose. The use and disclosure of such data will also be subject to such limitations for the use and disclosure of such data as apply at the time of collection of such data.
- 12.2. Rokt will ensure that it will collect and use data in accordance with the applicable privacy, spam and data protection legislation applicable in the jurisdictions in which the specific data is collected.
- 12.3. In respect of any Rokt Data which is supplied from time to time by Rokt to You, You agree to observe the obligations contained in applicable privacy, electronic communications, spam, cookie, data protection, telemarketing, do-not-call or other applicable legislation or regulation in the jurisdictions in which You operate and in which such Rokt Data was originally collected. This shall include (but not be limited to) Your:
- (a) (Lawful Grounds for Processing): ensuring You have a lawful basis for processing customer's personal data;
 - (b) (Consent): sending electronic messages only with the customer's consent;
 - (c) (Identify): including clear and accurate information in electronic messages about the person or business that is responsible for sending the message;
 - (d) (Storage): taking reasonable steps to protect the personal information and data from unauthorized access, misuse, modification or disclosure;
 - (e) (Access): allowing users to access and correct to their personal data in accordance with applicable laws;
 - (f) (Unsubscribe): including a facility in each electronic message allowing customers to unsubscribe to future electronic messages. Once a customer has unsubscribed to electronic messages from You, You will promptly remove the customer and will not send any future electronic messages to the customer;
 - (g) (Complaints) maintaining a complaint management process for the handling of any privacy complaints received, in accordance with any applicable laws;
 - (h) (Cookies) providing end-users with clear and comprehensive information about information stored on, accessed on, or collected from end users' devices in connection with the Services including cookies, device-specific information, location information and other information.
- 12.4. Where You provide data (including any personal information) to Rokt during the term ("**Brand Data**"), You warrant that You are authorized to disclose that Brand Data to Rokt in accordance with Your own privacy policy and applicable privacy and data protection laws.
- 12.5. If: (i) Rokt or You are established in the European Union, (ii) any Rokt Data or Brand Data contains any personal data of individuals in the European Union, or (iii) if European Privacy Law otherwise applies to the Rokt Data or Brand Data, then the terms and conditions set out in Schedule 1 (European Data Processing Terms) will apply (and will take priority over any of the foregoing provisions of this clause 12 if and to the extent only of

any conflict or inconsistency between them) (and such Rokt Data and Brand Data shall constitute "European Personal Data"). In this Agreement: (i) "European Privacy Law" means: (i) prior to 25 May 2018, the EU Data Protection Directive (Directive 95/46/EC); and (ii) on and after 25 May 2018, the EU General Data Protection Regulation (Regulation 2016/679) ("GDPR") or any equivalent provision which may replace the GDPR following the United Kingdom of Great Britain and Northern Ireland's formal departure from the European Union, as applicable; and (ii) these terms shall have the meanings given to them under European Privacy Law: "controller", "processor", "personal data", "data subject" and "processing".

13. Confidential Information

- 13.1. For the purposes of this Agreement, "Confidential Information" means this Agreement, the Rokt Data, the Brand Data and all information about the disclosing party's business or activities that is proprietary or confidential. This includes, without limitation, (i) all business, financial, technical and other information of a party marked or designated by such party as "confidential" or "proprietary" at the time of disclosure, or (ii) by the nature of the circumstances surrounding disclosure, ought to be treated as "confidential" or "proprietary".
- 13.2. Each party will use commercially reasonable efforts to maintain all Confidential Information of the other party in confidence and will safeguard such Confidential Information with the same care as its own confidential information. Each party may use such Confidential Information only for the purposes of performing that party's obligations under this Agreement, subject to the remaining provisions of this clause 13.
- 13.3. Confidential Information will not include information that (i) is in or enters the public domain without breach of this Agreement, (ii) the receiving party lawfully receives from a third party without restriction on disclosure and without breach of a non-disclosure obligation, (iii) the receiving party rightfully knew prior to receiving such information from the disclosing party or (iv) the receiving party develops independently of any information originating from the disclosing party.
- 13.4. Each party agrees (i) that it will not disclose to any third party or use any Confidential Information disclosed to it by the other except as expressly permitted in this Agreement and (ii) that it will take all reasonable measures to maintain the confidentiality of all Confidential Information of the other party in its possession or control, which will in no event be less than the measures it uses to maintain the confidentiality of its own information of similar importance. Notwithstanding the foregoing, each party may disclose Confidential Information (i) to the extent required by a court of competent jurisdiction or other governmental authority or otherwise as required by law; (ii) on a "need-to-know" basis under an obligation of confidentiality to its subcontractors, legal counsel, accountants, banks and other financing resources and their advisors, or (iii) to members of its own corporate group for the purposes of performing its obligations under this Agreement.
- 13.5. Each party acknowledges and agrees that the Content (including Campaigns) will be displayed on and disclosed to Rokt's Partner Network and that Rokt will not be restricted from doing so by virtue of this clause 13.
- 13.6. Each party acknowledges that any material violation of a party of the rights and obligations provided in this clause 13 may result in immediate and irreparable injury to the other party, and hereby agrees that the other party may be entitled to seek immediate temporary, preliminary and permanent injunctive relief against any continued violations upon adequate proof, as required by law.

14. Intellectual Property Rights

- 14.1. You acknowledge and agrees that as between You on the one hand, and Rokt on the other, Rokt owns all right, title and interest in the Rokt Data, Rokt Platform, Rokt Network and all software, tools, reporting or websites (including code or the use of any Rokt Platform) ("**Rokt Software**") provided in connection with this Agreement.
- 14.2. Rokt acknowledges and agrees that as between Rokt on the one hand, and You on the other, You own all right, title and interest in the Content and the Brand Data.
- 14.3. Other than as expressly set out in this Agreement, neither Party has or will acquire any right, title or interest in any intellectual property rights owned or licensed by the other party or by any Partner.
- 14.4. Rokt grants You a royalty free, non-exclusive, non-sublicensable license to use the Rokt Software solely as necessary for the provision of the Services. Except for the foregoing license, You have no other rights in the Rokt Software and may not modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, enhance or in any way exploit the Rokt Software in any manner. On expiration or termination of this Agreement, You will cease using the Rokt Software.

14.5. You grant to Rokt a non-exclusive, royalty-free, worldwide, perpetual license to use the Content for the purposes of providing the Services (including for the purposes of displaying Campaigns on its Partner Network). On expiration or termination of this Agreement, Rokt will cease using the Content.

15. Disclaimers

15.1. Except as expressly provided herein, neither party makes any warranty of any kind, whether express, implied, statutory or otherwise, and each party specifically disclaims all implied warranties, including any implied warranty of merchantability, fitness for a particular purpose or non-infringement, to the maximum extent permitted by applicable law. Rokt specifically disclaims any warranty, representation or guarantee regarding:

- (a) the number of persons who will access, “accept”, “click-through”, “convert”, “open” or “contactable” from Campaign;
- (b) any benefit You might obtain from including the Campaign within the Services; and
- (c) the functionality, performance or operation of the Services with respect to the Campaign.

16. General

16.1. You may elect to receive Rokt marketing materials that Rokt sends from time to time. You also may unsubscribe from these materials at any time. By agreeing to this Agreement, You also acknowledge that You will receive certain service, billing and administrative messages to Your nominated email or other address that may not be unsubscribed from.

16.2. Rokt may modify this Agreement or any additional terms that apply to the Services to, for example, reflect changes to the Services or changes to the law. You should look at these Terms regularly. Rokt will post notice of material modifications to this Agreement on the Rokt Platform or policies referenced in this Agreement at applicable URLs for such policies. Changes will not apply retroactively and will become effective no sooner than 14 days after they are posted. If You do not agree to the modified Agreement, You should discontinue Your use of the Services. No amendment to or modification of this Agreement by Rokt will be binding unless (i) You accept updated Terms online, or (ii) You continue to use the Service after Rokt has posted updates to this Agreement or to any policy governing the Service. No amendment to or modification of this Agreement by You shall be binding unless in writing and signed by a duly authorized representative of

Rokt (in which case those Terms shall prevail to the extent of any inconsistency).

16.3. Clauses 7 through 16 will survive the termination or fulfillment of this Agreement. No delay or failure by a party to enforce any provision of this Agreement will be deemed to be a waiver, create a precedent or prejudice such party.

16.4. A notice may be sent by one party to the other by e-mail to legal@rokt.com or prepaid post, or in the case of Rokt sending notice to You, by Your e-mail or last known address as set out in a Marketing Order or specified on the Rokt Platform, and, in the case of You sending notice to Rokt, to legal@rokt.com and the address of the applicable Rokt entity entering into this Agreement with You as specified in clause 16.11 below.

16.5. You may not assign this Agreement or any Marketing Order, or any document referred to in this Agreement, without Rokt’s prior written consent. Any purported assignment made without the required consent from Rokt will be null and void

16.6. The parties to this Agreement are independent contractors. Neither party is an agent, employee, fiduciary, authorized representative, franchise, joint venture, or partner of the other party.

16.7. This Agreement, and all other documents referred to in them, comprise the entire agreement between the parties. They supersede all prior understandings, agreements or representations. The terms or conditions of any purchase order issued by You in connection with any Campaign or other Services will not apply.

16.8. Each provision of this Agreement is severable from every other provision in determining the enforceability of any provision.

16.9. This Agreement is governed by the law, jurisdiction and venue set out in the table in clause 16.11, without regard to conflict of laws principles that would require the application of the laws of another jurisdiction. You submit to the exclusive jurisdiction of the courts set out in that table.

16.10. If a dispute arises between the parties, the parties agree to give the other party written notice specifying the nature of the dispute. Prior to commencing proceedings in relation to such breach the parties agree to engage in mediation in accordance with the rules, and at the location, set out in clause 16.11 below. This clause does not apply to debt recovery or an application for urgent interlocutory relief.

16.11. Table of relevant details

Rokt counterparty:	Notice must be provided to legal@rokt.com and: by post	Mediation rules and venue applicable:	The governing law is:	The courts having exclusive jurisdiction are:
ROKT Pte Ltd	3 Phillip Street, #11-01 Royal Group Building Singapore 048693	Singapore Mediation Centre Rules. Venue: Singapore	Singaporean	Singapore
ROKT Corp	108 West 13th St Wilmington, DE 19801, USA	AAA Commercial Mediation Procedures. Venue: New York, USA	New York and controlling United States federal law	Borough of Manhattan, New York, NY USA
ROKT Pty Ltd	Level 13, 300 Elizabeth St, Surry Hills NSW 2010	Law Society of NSW Rules. Venue: Sydney, NSW	New South Wales	New South Wales, Australia
ROKT (UK) Ltd	1 Westferry Circus, Canary Wharf, London, U.K. E14 4HD	CEDR Model Mediation Procedure, Venue: London	English	London, U.K.

Schedule 1 - European Data Processing Terms

1. Background

Each party shall comply with its obligations under this Schedule 1 with respect to the types of European Personal Data that it processes and according to its responsibilities as a controller, joint controller or processor (as appropriate) for the relevant European Personal Data. In particular: (i) Rokt shall be a "controller" of Rokt Data; (ii) You shall be a "controller" of Rokt Data to the extent only that You receive such Rokt Data in the receipt of the Services; (iii) You shall be a "controller" of Brand Data; (iv) Rokt shall be a "processor" of Brand Data to the extent only that Rokt receives such Brand Data in the receipt of the Services. If either Rokt or You would have a different role with respect to any Rokt Data or Brand Data under European Privacy Law according to the way in which Rokt or You make use of the Rokt Data or Brand Data, then Rokt or You (as appropriate) will comply with the relevant obligations under this Schedule 1 (European Data Processing Terms) according to that role.

2. Controller obligations

- 2.1. Whenever a party is acting in a capacity as a "controller" in relation to European Personal Data, it shall comply in all respects with European Privacy Law, including by processing such European Personal Data fairly and lawfully and by taking appropriate technical and organisational measures to protect the European Personal Data against unauthorized or unlawful processing and against accidental loss or destruction of, or damage to, the European Personal Data.
- 2.2. The parties agree that they do not intend to act as "joint controllers" with respect to any European Personal Data. However, if and to the extent that the parties are acting as joint controllers with each other in relation to any European Personal Data, they shall each provide all assistance reasonably required by the other party in order for that other party to comply with its obligations under European Privacy Law, including with respect to data subject access requests, and cooperate to ensure that each data subject is given any notices that are required under European Privacy Law with respect to the processing that each of the parties undertakes.

3. Processor obligations

Whenever a party is acting in a capacity as a "processor" on behalf of the other party, the following provisions shall apply:

- 3.1. **Purpose limitation:** The processor shall process the European Personal Data as necessary to perform its obligations under this Agreement and strictly in accordance with the documented instructions of the controller (the "**Permitted Purpose**"), except where otherwise required by any applicable law.
- 3.2. **Confidentiality of processing:** The processor shall ensure that any person that it authorises to process the European Personal Data (including the processor's staff, agents and subcontractors) (an "**Authorised Person**") shall be subject to a strict duty of confidentiality (whether a contractual duty or a statutory duty), and shall not permit any person to process the European Personal Data who is not under such a duty of confidentiality.
- 3.3. **Security:** The processor shall implement appropriate technical and organisational measures to protect the European Personal Data; (i) from accidental or unlawful destruction, and (ii) loss, alteration, unauthorized disclosure of, or access to, the European Personal Data (a "**Security Incident**").
- 3.4. **Subprocessing:** The processor may subcontract its processing of the European Personal Data to a third party subprocessor without the prior written consent of the other party. The processor shall however inform the controller when it adds to or removes sub-processors (which may be done via a website link notified to the controller) in order to give the controller the opportunity to object to the appointment of the subprocessor. If the controller makes such an objection, then the controller may elect to suspend or terminate this Agreement without penalty.
- 3.5. **Cooperation and data subjects' rights:** The processor shall provide all reasonable and timely assistance (including by appropriate technical and organisational measures) to the controller to enable the controller to respond to: (i) any request from a data subject to exercise any of its rights under European Privacy Law; and (ii) any other correspondence, enquiry or complaint received from a data subject, regulator or other third party in connection with the processing of the European Personal Data.
- 3.6. **Data Protection Impact Assessment:** If the processor becomes aware that its processing of the European Personal Data is likely to result in a high risk to the data protection rights and freedoms of data subjects, it shall promptly inform the controller and provide the controller with all such reasonable assistance as the controller may request in order to conduct a data protection impact assessment.
- 3.7. **Security incidents:** Upon becoming aware of a Security Incident, the processor shall inform the controller without undue delay and shall provide all such timely information and cooperation as the controller may require in order for the controller to fulfill its data breach reporting obligations under (and in accordance with the timescales required by) European Privacy Law.
- 3.8. **Deletion or return of European Personal Data:** Upon termination or expiry of this Agreement, the processor shall (at the controller's election) destroy or return to the controller all European Personal Data (including all copies of such European Personal Data) in its possession or control (including any European Personal Data subcontracted to a third party for processing).
- 3.9. **Records:** Where required by European Privacy Law, the processor shall maintain a record of all categories of processing activities carried out on behalf of the controller ("**Processing Records**") and the processor shall make available the Processing Records to the controller within five (5) working days following receipt of a request for such Processing Records from the controller.
- 3.10. **Audit:** The processor shall permit the controller (or its appointed third party auditors) to audit the processor's compliance with this clause, and shall make available to the controller all information, systems and staff necessary for the controller (or its third party auditors) to conduct such audit. The controller will not exercise its audit rights more than once in any twelve (12) calendar month period, except (i) if and when required by instruction of a competent data protection authority; or (ii) the controller reasonably believes that an audit is necessary due to a Security Incident suffered by the processor.

4. International transfers

- 4.1. Where a Data Importer processes European Personal Data in a territory outside the EEA that is not an Adequate Territory, then the Model Clauses will be incorporated into this Agreement by reference and will apply to the processing and will take priority to the extent of any conflict or inconsistency with this Agreement. The details of the Data Importer, Data Exporter, data subjects, purpose of processing, categories of data, recipients, special categories of personal data and contact points for data protection enquiries shall all be incorporated into the Model Clauses based on the details set out in this Agreement. In the event that the Data Importer processes European Personal Data as a processor under the relevant form of Model Clauses, the security details referred to in paragraph 3.3 of this Schedule 1 (European Data Processing Terms) shall also be incorporated into the relevant Annexure of the Model Clauses.
- 4.2. In the event that a party receives any European Personal Data inside the European Union and subsequently wishes to transfer such European Personal Data to a territory outside the EEA that is not an Adequate Territory, then that party shall ensure it has lawful grounds to do so under European Privacy Law.

5. Definitions

In this Schedule 1 (European Data Processing Terms): (i) "Adequate Territory" means a territory outside of the European Economic Area that has been designated by the European Commission as ensuring an adequate level of protection pursuant to European Privacy Law; (ii) "Model Clauses" means the model clauses for the transfer of personal data to controllers or processors (as appropriate) established in third countries approved by the European Commission from time to time, the approved version of which in force as at the date of this Agreement is set out in EC Decision 2004/915/EC of 27 December 2004 where the Data Importer is a controller and in EC Decision 2010/87/EU of 15 May 2010 where the Data Importer is a processor (each of which is available online at: http://ec.europa.eu/justice/data-protection/document/international-transfers/transfer/index_en.htm); and (iii) "Data Importer" means a party to this Agreement that receives European Personal Data from the other party.