

Advertising Services Terms and Conditions

Introduction

Haymarket Media Group Ltd is a company registered in England and Wales. Our company registration number is 00267189 and our registered office is at Bridge House, Twickenham, TW1 3SP (“we” and “us”). Our VAT number is 232584272. These are the terms and conditions subject to which we will supply advertising services to you as a business (“you”).

1. Placing an Order

- 1.1 If you wish to purchase Advertising Services from us, we will agree with you the order you would like to place. Our acceptance of your order will take place (a) when we expressly accept it by email or voice call, (b) when we place an Advertisement following your instructions, (c) when an order is completed online, or (d) (if we are using an order form), when the order has been signed by our authorised representatives. At the point we accept your order a contract will come into effect between you and us.
- 1.2 Every time an order is accepted, it shall be incorporated into, and subject to the terms and conditions set out in, these Terms and Conditions and any addendum to these Terms and Conditions. These Terms and Conditions, any addendums to it, and the relevant order shall constitute an “**Agreement**” between you and us.
- 1.3 In the event of any conflict between these Terms and Conditions and the terms of any order, these Terms and Conditions shall prevail, except to the extent that an order expressly overrides these Terms and Conditions in writing with specific reference to this specific clause of these Terms and Conditions that the order seeks to override.
- 1.4 The Agreement shall remain in force until the date that the last scheduled Advertisement of the applicable order is fulfilled, unless it is terminated or renewed by either you or us in accordance with its terms. Termination or expiry of an Agreement shall not affect the continuance of any other Agreement between us, unless otherwise stated in these Terms and Conditions or expressly agreed by the parties as part of the relevant order.
- 1.5 Acceptance of an order shall not (unless it is expressly stated otherwise) prejudice any rights, obligations and/or remedies both you and us may have and which have accrued independently under these Terms and Conditions.

2. Advertising Services

- 2.1 We shall use reasonable endeavours to provide the Advertising Services in accordance with this Agreement. If we run an Advertisement, this does not mean in any way whatsoever that we have agreed either that (a) you have complied with your obligations under this Agreement, or (b) we waive any of our rights and remedies under this Agreement.
- 2.2 We may decline to run an Advertisement for any reason at our discretion.
- 2.3 Time is not of the essence and time deadlines in respect of the timeframes set out in the applicable order are only estimates.
- 2.4 We do not guarantee:

- 2.4.1 that an Advertisement will be run on any agreed or proposed date and/or time;
 - 2.4.2 (a) there is space available for an Advertisement on the specific date and/or time described in the relevant Order, or (b) that an Advertisement will be run in the space or location described in the relevant order;
 - 2.4.3 the positioning of an Advertisement, either absolutely or relative to any other Advertisements or copy or other item;
 - 2.4.4 the wording and quality of the Advertisement as run; and
 - 2.4.5 in respect of our Digital Media, that there will be continuous, uninterrupted access by users of such media.
- 2.5 We reserve the right to:
- 2.5.1 alter, cancel and/or postpone run dates set out in the applicable order;
 - 2.5.2 reject, not run, remove, not print, suspend, cancel and/or change the position or timing of an Advertisement;
 - 2.5.3 make (or require you to make) any corrections and/or alterations to an Advertisement that, we consider (in our sole and absolute discretion) appropriate. This may be (without limitation) in order to ensure that the Advertisement (a) conforms to the style and/or subject-matter of the print and/or Digital Media in which it is booked to run, (b) is not contrary to this Agreement, (c) conforms to the warranties you are giving us under this Agreement, and/or (d) conforms to the technical specification set out in the order and any applicable Spec Sheet. If you fail to amend the Advertisement copy or Advertiser Materials or do not amend it to our satisfaction, we reserve the right not to run the Advertisement;
 - 2.5.4 alter Advertisements by cropping, overlaying, reducing or increasing the size, re-configuring, re-sampling, or re-purposing for use and/or editing in our Digital Media;
 - 2.5.5 not run an Advertisement that does not comply with any production deadlines or technical specification set out in the applicable Spec Sheet, or when you have not paid any sums due under this Agreement or are otherwise in default of any payment obligations owed to us (under this Agreement or otherwise); and
 - 2.5.6 withdraw an Advertisement if a court, regulatory authority or government agency notifies you and/or us that the Advertisement does not comply with applicable Laws and orders or requires its withdrawal.
- 2.6 We shall not be responsible for any losses incurred by you in connection with our exercise of any right set out at clause 2.5.1 to 2.5.6 above.
- 2.7 [If at the time you order you are an Agency and do not disclose (a) the name of your Agency Client, and/or (b) the goods and/or services which are to be the subject of the Advertisement(s), we may at any time refuse to accept and/or run, or suspend the Advertisement(s). In such circumstances, neither you nor any Agency Client shall have any claim against us in respect of such refusal to accept and/or run or suspend the Advertisement. If in such circumstances we do not fill any advertising space that had

been allocated for the Advertisement, or we fill the space at a lower rate than the rate set out in the applicable order, you shall pay us an amount equal to the difference between what we received and what we would have received if your order was fulfilled along with associated costs and expenses incurred by us.]

- 2.8 In respect of Advertisements on our Digital Media, special timings, treatments, positions or formats shall be given only if agreed in writing by us. Additional charges shall apply [as set out in the applicable order]. That agreement shall be specific to you. You may not assign, transfer, sub-contract or otherwise dispose of your obligations under the Agreement without our prior consent.
- 2.9 You shall ensure that we have the right to reproduce the Advertisement in any format and in any medium whatsoever and wheresoever in any territory in the world both during and after termination of this Agreement for so long as any IP whatsoever subsists in the Advertisement anywhere in the world.
- 2.10 You shall (a) co-operate fully with us, our affiliates, agents, officers, directors, employees, independent contractors and/or advisers, in each case to the extent reasonably required by us, and (b) provide us, our affiliates, agents, officers, directors, employees, independent contractors and/or advisers with such assistance as it is reasonably required by us.

3. Advertiser Materials

- 3.1 You shall supply the Advertiser Materials to us no later than the deadline we specify [in the order]. The Advertiser Materials supplied must conform to our requirements as communicated to you, including but not limited to the requirements set out in the applicable Spec Sheet.
- 3.2 We are not responsible for any loss and/or damage to any Advertiser Materials. It is your responsibility to keep copies of any Advertiser Materials supplied to us.

4. Errors

- 4.1 You shall notify us of any error in a published Advertisement as soon as practicable and (whenever practicable) prior to the copy date [as set out in the order] or any date on which the same Advertisement is to be run again, and in any case within 14 days of its first publication.
- 4.2 If a published Advertisement contains a substantial error solely due to an act or omission by us, we shall offer you a refund of the Charges you paid in respect of that Advertisement on request. This shall be your sole remedy with respect to such error.

5. Warranties

- 5.1 You warrant, represent and undertake that, at the time of your entry into this Agreement and/or when you purchase Advertising Services from, or supply Advertising Materials to, us (as applicable):
 - 5.1.1 whether or not you are an Agency, you are authorised and have obtained any and/or all necessary consents, rights and authorisations to enter into this Agreement, purchase Advertising Services, and perform your obligations and grant us the rights (in particular those set out in clause 9.1) set out in this Agreement;
 - 5.1.2 where you are an Agency, you have:

- 1.1.1.1 disclosed to us that fact in writing, and you have provided us with the identity of your Agency Client or agree to do so promptly on request; and
- 1.1.1.2 procured that your Agency Client has such authorisations and has obtained all consents as set out in clause 5.1.1 above;
- 5.1.3 any Advertiser Materials you provide us (including those served to us by your Agency Client) and/or Advertisements shall:
 - 5.1.3.1 be accurate, complete, true and not misleading;
 - 5.1.3.2 not violate any applicable Laws;
 - 5.1.3.3 not be unlawful, libellous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, and/or fraudulent;
 - 5.1.3.4 not constitute, encourage or provide instructions for a criminal offence or breach of contract or other obligation to any person, violate the rights of any person, or breach any contract or legal duty of any person, or otherwise create any liability whether in contract, tort, breach of statutory duty or otherwise;
 - 5.1.3.5 not infringe any rights, including IP, of any third parties;
 - 5.1.3.6 not contain content that impersonates any person or legal entity or otherwise misrepresents your or your Agency Client's affiliation with a person or legal entity;
 - 5.1.3.7 not contain unsolicited promotions targeted to a specific recipient or user or political campaigning;
 - 5.1.3.8 not contain information that constitutes confidential information belonging to any third party;
 - 5.1.3.9 comply with the Spec Sheet;
 - 5.1.3.10 not contain Viruses; and
 - 5.1.3.11 not contain content that we consider (in our absolute discretion) is objectionable or which may expose us, our Group Companies, and/or a third party to any harm or liability of any type.
- 5.1.4 you have obtained all necessary consents from (a) any living person whose name and/or image (in whole or in part) or other Personal Data of which is contained in the Advertiser Materials and/or the Advertisement, and (b) the estate or representatives of any deceased person where consent is required to lawfully use or imply any connection with or endorsement by that deceased person, and in particular the use of any image.
- 5.2 We warrant that we have the legal power and authority to enter into this Agreement.

5.3 Except as expressly stated in this Agreements, we do not make any warranties of any kind, whether implied, statutory or otherwise, including any warranties of satisfactory quality, merchantability, non-infringement or fitness for a particular purpose. We do not warrant that the results of the Advertising Services will be uninterrupted or error-free.

6. Data Protection

6.1 Each party may, in connection with the Advertising Services, from time to time:

6.1.1 share Personal Data with;

6.1.2 disclose or transfer Personal Data to; or

6.1.3 make Personal Data available for collection by,

the other party and/or a third party vendor or subcontractor, including a Tag Vendor, that is engaged by the other party (a “**Personal Data Transfer**”).

6.2 Each party will comply with its respective obligations under the Advertising Services Data Protection Addendum in respect of a Personal Data Transfer.

6.3 In addition to clause 6.2, where a Personal Data Transfer is facilitated by the use (whether by you or a Tag Vendor) of one or more Tags in relation to Advertisements that appear on our Digital Media, each party will comply with its respective obligations under the Advertising Services Tag Management Addendum.

6.4 In the event of any conflict or inconsistency between (1) our Data Protection Addendum, (2) our Tag Management Addendum, or (3) these Terms and Conditions, the documents shall prevail in that order.

7. Cancellations and Transfers

7.1 If you wish to request cancellation of an Advertisement or a series of Advertisements, you shall notify us in writing and in accordance with any timescales set out in the relevant order. The notification shall become effective only when we confirm that we have received it. If we decide to accept a cancellation request (which is at our sole discretion), you shall be liable to pay any applicable cancellation fees as set out in the relevant order. Where we do not accept a cancellation request[, the Agreement shall continue in accordance with its terms]. Where no cancellation fee is specified in the relevant order and your cancellation request is issued 30 days or less before the date on which the Advertisement was scheduled to run, you shall remain liable for 100% of the Charges. You shall not be liable for the Charges where your cancellation request is issued more than 30 days before the date on which the Advertisement was scheduled to run.

7.2 If we wish to cancel an Advertisement or a series of Advertisements, we shall notify you as soon as reasonably practicable and such notification shall become effective in accordance with the notice provisions in clause 14.1. We shall give you a refund of any paid Charges in relation to a cancelled Advertisement, unless we deem (at our sole discretion) the cancellation to be attributable to your failure to comply with this Agreement or matters outside our reasonable control. If we cancel an order for a series of Advertisements, you shall not be liable for any difference of the rate between the entire series specified in your order and the usual rate for the number of Advertisements that have appeared when the cancellation occurs.

- 7.3 If we approve your cancellation of a series of Advertisements pursuant to clause 7.1, you waive any right that you may have to any discounts series to which you were previously entitled. You shall remain liable for the Charges as set out in the order in respect of the number of Advertisements which have been shown as at the date when the cancellation takes effect.
- 7.4 If a relevant order provides you with a right to request a transfer an Advertisement, then any such right may only be exercised in accordance with this Agreement, including the timescales set out in the applicable order. Notwithstanding anything in the order, a request to transfer an Advertisement shall become effective only when we confirm that we have received it and we reserve the right (at our sole discretion) to accept or refuse a request to transfer an Advertisement. You shall be liable to pay any applicable transfer fees as set out in the relevant order.

8. Charges & Payment

- 8.1 Payment is calculated in relation to each Advertisement type as set out in the appropriate order and is payable in accordance with this Agreement and the applicable order. All payments shall take into account any discount explicitly agreed in writing between you and us. Notwithstanding anything else in this Agreement, where we have offered you a discount, such discount shall cease to apply where you are in breach of this Agreement. Where we have provided you with a custom Advertisement type not set out in the Rate Card, the price is as otherwise agreed between us in the order or otherwise in writing.
- 8.2 For the avoidance of doubt, an Agency must pay our Charges in accordance with this Agreement whether or not the Agency has received payment from its Agency Client.
- 8.3 Irrespective of clause 14.2, if you fail to make payment of any sums due (“Debt”) by the date calculated in accordance with clause 8.4.2, we shall be entitled to initiate legal proceedings against you without any notice in order to recover the Debt.
- 8.4 Unless otherwise agreed in writing:
- 8.4.1 subject to clause 8.1, the Charges for any Advertisement (including any Advertisement published as part of a series) will be the price as set out in the relevant order for an Advertisement;
 - 8.4.2 we shall raise an invoice and payment is due on the date or within the term specified on that invoice or in the applicable order or (if not specified) within thirty (30) days after the Advertisement is run;
 - 8.4.3 we may at our discretion split any order for Advertising or Advertising Services into more than one invoice totalling the relevant sums payable in respect of the order;
 - 8.4.4 we may issue as supplementary invoice where you are in breach of this Agreement and we exercise our rights to charge Rate Card rates and disapply any discount under Clause 8.1, without prejudice to any other right we may have under this Agreement;
 - 8.4.5 if you fail to make payment of any sums when due, then you shall be liable to be pay (a) an administration fee and (b) interest (accruing on a daily basis) on the amount unpaid, in each case in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 (whether or not applicable to this

Agreement) from the due date of payment, both after as well as before any judgment or order;

- 8.4.6 you shall indemnify us in respect of any and/or all costs and expenses incurred by us (including legal costs and expenses) in recovering sums due under an unpaid invoice; and
- 8.4.7 all sums payable by you under this Agreement are payable in Pounds Sterling to the bank account indicated on the invoice and are exclusive of any tax, levy or similar governmental charge, including value added or sales tax which we shall add at the applicable rate.
- 8.5 You acknowledge and agree that we may act as agent for any of our Group Companies that runs an Advertisement in its title(s) or on its Digital Media in all matters relating to the invoicing and collection of receivables.
- 8.6 All sums due under this Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 8.7 If you breach this clause 8 we may terminate this Agreement immediately by giving you written notice.

9. Intellectual Property

- 9.1 Any and all IP in and to Advertiser Materials are, and shall remain, your property (or the appropriate third-party rights owner(s), if any). You hereby grant (and shall procure the grant of) us an irrevocable, non-exclusive, royalty-free, worldwide and perpetual licence to use the IP in Advertiser Materials for the purpose of performing our obligations and exercising our rights under this Agreement.
- 9.2 Any and all IP (other than any third-party IP) vesting in Haymarket Publisher IP is, and shall remain, our property (or the property of the appropriate third party rights-owner(s), if any). Subject to your compliance with this Agreement (including your payment obligations under clause 8), we hereby grant (and shall procure the grant of) you a limited, revocable, non-exclusive licence to use for the duration of the Term of this Agreement Haymarket Publisher IP solely for the purpose of performing your obligations under this Agreement.
- 9.3 Should any right, title or interest in or to the Haymarket Publisher IP become vested in you (by the operation of law or otherwise), you shall, at the request of us immediately unconditionally assign free of charge, any such right, title, interest or goodwill to us and shall do all acts required by us for the purpose of confirming such assignment.
- 9.4 If you breach this clause 9, this shall entitle us to terminate this Agreement immediately by giving you written notice.
- 9.5 You shall fully and effectively indemnify and hold harmless us and our Group Companies against all losses, actions, costs (including legal fees and disbursements on a solicitor/client basis), claims, demands, fines, damages and liabilities, of whatever nature, incurred or suffered by or made against ourselves and/or our Group Companies, whether or not foreseeable, arising directly or indirectly, wholly or in part, out of or in connection with any claim that (a) the use of the Advertiser Materials by us and/or our Group Companies, and/or (b) the Advertisement infringes any third party IP.

10. Confidential Information

- 10.1 Both you and we may receive (“**Receiving Party**”) Confidential Information from each other (“**Disclosing Party**”) whether before or after the Start Date. The Receiving Party shall (a) keep the Confidential Information confidential, (b) not disclose the Confidential Information to any other person other than with the prior written consent of the Disclosing Party or in accordance with clauses 10.2, or 10.3, and (c) not use the Confidential Information for any purpose other than the performance of its obligations or the enjoyment of its rights under this Agreement (“**Permitted Purpose**”).
- 10.2 The Receiving Party may disclose Confidential Information to its own officers, directors, employees, contractors and advisers who reasonably need to know for the Permitted Purpose (each a “**Permitted Third Party**”), provided that the Receiving Party shall remain liable to the Disclosing Party for the acts, omissions, and compliance with the terms of this clause 10 of such Permitted Third Party as if such Permitted Third Party was the Receiving Party (and a party to this Agreement). The Receiving Party shall ensure that each Permitted Third Party is made aware of and complies with all the Receiving Party’s obligations of confidentiality under this clause 10.
- 10.3 If required by law, the Receiving Party may disclose Confidential Information to a court or regulatory authority or agency, provided that the Receiving Party shall (if legally permissible) provide reasonable advance notice to the Disclosing Party and co-operate with any attempt by the Disclosing Party to obtain an order providing for the confidentiality of such information.

11. Termination

- 11.1 We may terminate this Agreement with effect at any time by giving you 15 days' prior written notice.
- 11.2 We shall be entitled to terminate this Agreement immediately by written notice whenever you breach any provision hereof which expressly entitles us to terminate the Agreement.
- 11.3 A party shall be entitled to terminate this Agreement immediately by giving written notice to the other, if the other party (a) commits any material breach of this Agreement and fails to remedy that breach within 15 Business Days' written notice of that breach, or (b) commits any material breach of this Agreement that is incapable of remedy.
- 11.4 A party shall be entitled to terminate this Agreement immediately by giving written notice to the other, if the other party: (a) ceases or threatens to cease to carry on its business or substantially the whole of its business other than for the purposes of amalgamation or reconstruction without insolvency, or (b) has a winding up petition presented or enters into liquidation whether compulsorily or voluntarily (other than for the purposes of amalgamation or reconstruction without insolvency) or makes an arrangement with its creditors or petitions for an administration order or has a receiver or manager appointed over any of its assets, or a court or arbitrator with authority to so determine, determines that the debtor is unable to pay its debts(s).
- 11.5 If you are a natural person, unincorporated association or unincorporated partnership, then we shall be entitled to terminate this Agreement immediately by giving written notice to you, if you are declared bankrupt or make any arrangement with or for the benefit of your creditors or have a county court administration order made against you under the County Court Act 1984.

12. Expiry & Termination Consequences

- 12.1 Expiry of this Agreement shall not (unless otherwise stated in this Agreement) otherwise affect any other Agreement then in force between you and us.
- 12.2 Expiry or termination shall not prejudice any other rights or remedies you or us may be entitled to, nor will it affect the accrued rights and liabilities of either of us, nor the coming into or continuance in force, of any provision of this Agreement which is intended (explicitly or implicitly) to come into or continue in force, on or after such expiry or termination.
- 12.3 Upon expiry or termination of this Agreement:
- 12.3.1 You shall pay any Charges for Advertising Services that have been provided up to (and including) the expiry or termination date but not paid for;
 - 12.3.2 the licence granted by us to you under clause 9.2 shall terminate immediately;
 - 12.3.3 the licence granted to us by you under clause 9.1 shall survive; and
 - 12.3.4 we shall return to you, or destroy all Advertiser Materials received in connection with the Advertising Services that have not been collected by you within six months of their receipt by us without giving notice to you. You shall be liable for any costs and expenses incurred by us and/or our Group Company that runs the Advertisement in returning or destroying the Advertiser Materials.

13. Liability

- 13.1 Neither you nor we shall exclude or limit our liability for (a) death or personal injury caused by negligence; (b) fraud and/or fraudulent misrepresentation; or (c) any other liability that can't be limited or excluded by law.
- 13.2 You shall not exclude or limit your liability under any indemnities given by you under the Agreement.
- 13.3 You shall fully and effectively indemnify us and hold us harmless and any Group Company that runs an Advertisement against all losses, actions, costs (including legal fees and disbursements on a solicitor/client basis), claims, demands, fines, damages and liabilities, of whatever nature, incurred or suffered by or made against ourselves and/or the aforementioned Group Company, whether or not foreseeable, arising directly or indirectly, wholly or in part, out of or in connection with any breach of the Agreement by you.
- 13.4 We shall not (whether in contract, tort, negligence, statutory duty or otherwise) be liable to you under the Agreement for consequential, indirect or special damages (including indirect loss of profit and indirect loss of revenue).
- 13.5 Subject to clause 13.1 and 13.4, our maximum aggregate liability to you under the Agreement (whether arising in contract, tort, negligence, statutory duty or otherwise) shall not exceed the Charges you paid to us during the 12 months prior to when the claim accrued.

14. Anti-bribery and Corruption

14.1 You shall:

- 14.1.1 comply with all Laws relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act 2010;
- 14.1.2 comply with our policies and codes of conduct relating to anti-bribery and anti-corruption as may be issued to you from time to time;
- 14.1.3 promptly report to us any request or demand for any undue financial or other advantage of any kind received by you in connection with your performance of the Agreement; and
- 14.1.4 on our request, certify your compliance with this Clause 14 and provide such supporting evidence of compliance as we reasonably request;

14.2 You shall ensure that any person associated with you who is performing services or providing goods in connection with the Agreement does so only on the basis of a written contract which imposes on such person terms equivalent to those imposed on you in this clause 14 (“**Anti-Bribery Provisions**”). You shall be responsible for the observance and performance by such persons of the Anti-Bribery Provisions and shall be directly liable for us by such persons of Anti-Bribery Provisions.

15. Modern Slavery

15.1 Each party warrants to the other that it will comply with and ensure that all of its employees and any person performing services for and on its behalf comply with, the Modern Slavery Act 2015 (“**MSA**”) in both spirit and letter.

15.2 For the avoidance of doubt, each party warrants that it shall:

- 15.2.1 comply with its obligations, if applicable, to produce a yearly slavery and human trafficking statement detailing its actions to bring an end to human trafficking and slavery; and
- 15.2.2 act to prevent any acts of human trafficking, slavery, servitude, and forced or compulsory labour by ensuring that it has appropriate policies and procedures in place, conducted relevant and appropriate diligence of potential suppliers, provided training to relevant staff and appropriately evaluated and managed risks in its own commercial organisation and in its and/or their supply chain.

15.3 Each party to this Agreement warrants and represents that it is not (and to the best of its knowledge no supplier to its organisation is) subject to any inquiry or investigation for any breach of the MSA or any other legislation in any jurisdiction prohibiting human trafficking, slavery, servitude, forced or compulsory labour.

15.4 If any breach of this Clause 15 is suspected or known each party agrees to notify the other party immediately.

15.5 Each party will be entitled to terminate this Agreement immediately upon written notice to the other party if that party is found to be in breach of any part of this Clause 15.

16. Environmental Obligations

- 16.1 Each party to this Agreement will comply with and ensure that all of its employees and any persons performing services for or on its behalf comply with Environmental Law. For the purpose of this Clause 16.1, "Environmental Law" means all laws, regulations and codes of practice relating to pollution of the environment or harm to human health.
- 16.2 If any breach of this clause is suspected or known each party agrees to notify the other party immediately.
- 16.3 Each party will be entitled to terminate this Agreement immediately upon written notice to the other party if that party is found to be in breach of any part of this Clause 16.

17. General

- 17.1 **Notices.** All notices (including any invoices) under this Agreement shall be in writing and shall be sent to the address specified by the recipient. Any notice may be delivered by email, by a reputable courier service, or by post. The notice shall be deemed to have been given if sent by email within 12 hours of delivery to the sender's ISP provided within that time no notice of delivery failure has been received, if sent by courier on delivery and if sent by post 2 Business Days after the notice was posted.
- 17.2 **Disputes.** If any dispute arises between us out of or in connection with this Agreement, our respective representatives shall meet within 5 Business Days of receipt of a written notice of such dispute, in an effort to resolve the dispute. If the dispute is not resolved within 5 Business Days of that meeting, the dispute shall be referred to our respective senior management (or their nominees) who shall meet within 5 Business Days of the referral to attempt to resolve the dispute. If, despite following the process set out above, the dispute is not resolved, either of us may refer the matter to the courts. This clause shall not restrict either you or us from initiating any proceedings in respect of a matter where either party has reasonable cause to do so to avoid damage to its business or to protect or preserve any right of action it may have, or from applying for or obtaining emergency or interlocutory relief.
- 17.3 **Force Majeure.** We shall not be liable to you for any delay or failure to perform any or all of our obligations which arise from or is attributable to strikes, lock-outs or other industrial disputes, nuclear accident or acts of God, war or terrorist activity, riot, civil commotion, malicious damage (excluding malicious damage involving the employees of the affected party or its sub-contractors), compliance with any law or governmental order, rule, regulation or direction coming into force after the date of this Agreement, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors and, where they are beyond our reasonable control, any other acts, events, omissions or accidents ("**Force Majeure Event**"). In such circumstances, we shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 30 or more calendar days, you may terminate this Agreement by giving us 5 Business Days written notice.
- 17.4 **Publicity.** You agree that we and any of our Group Companies that publishes an Advertisement (if applicable) shall be entitled to refer to you (or, where applicable, the advertiser to which the Advertisement relates) as a client in sales and marketing literature (including websites) and reproduce your (or, where applicable, the advertiser to which the Advertisement relates) prevailing logo or trade mark for that sole purpose.
- 17.5 **Third party Rights.** A person who is not a party to the Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.

- 17.6 **Assignment and sub-contracting.** This Agreement is personal to you. You shall not assign, delegate, sub-contract, transfer, charge or otherwise dispose of all or any of your rights and responsibilities under this Agreement without our prior written consent. Such consent shall not relieve you from any liability or obligation under this Agreement and you shall be responsible for the acts, omissions, defaults and/or negligence of your sub-contractors as fully as if they were your own. We may assign, delegate, sub-contract, transfer, charge or otherwise dispose of all or any of our rights and responsibilities under this Agreement at any time without your prior written consent.
- 17.7 **Amendments and changes.** No purported alteration or variation of this Agreement shall be effective unless it is in writing, refers specifically to this Agreement and is signed by an authorised representative of each of the parties to this Agreement. Any amendment to this Agreement agreed in writing by the parties shall (unless that amendment states otherwise) be deemed only to apply to any orders entered into after the date of such amendment.
- 17.8 **Severability.** If any provision of this Agreement are held by a court to be unenforceable, then that provision shall be deemed to be amended to the extent necessary, and in a manner consistent with the intentions of the parties, to make it and the Agreement fully enforceable. The unenforceability of any provision of this Agreement shall not affect the remaining provisions.
- 17.9 **No Waiver.** A delay in exercising, or failure to exercise, any right or remedy in connection with this Agreement shall not operate as a waiver of that right or remedy. The waiver of a right to require compliance with any provision of this Agreement in any instance shall not operate as a waiver of any further exercise or enforcement of that right. The waiver of any breach shall not operate as a waiver of any subsequent breach. No waiver in connection with this Agreement shall, in any event, be effective unless it is in writing and refers expressly to this clause.
- 17.10 **Further assurance.** Each party shall do and execute, or arrange for the doing and executing of, any act and/or document reasonably requested of it by any other party to implement and give full effect to the terms of this Agreement.
- 17.11 **Remedies cumulative.** The remedies under this Agreement are cumulative and no remedy is exclusive of any other remedy except as expressly stated.
- 17.12 **Counterparts.** This Agreement may be entered into in any number of counterparts and by the parties on separate counterparts, all of which taken together shall constitute one and the same instrument.
- 17.13 **Status of parties.** Nothing in this Agreement shall create, or be deemed to create, a partnership or joint venture or relationship of employer and employee or principal and agent between the parties.
- 17.14 **Entire Agreement.** This Agreement sets out the entire understanding of the parties in relation to its subject matter and supersedes any prior understanding or agreement between the parties whether oral or written. Nothing in this Agreement shall, however, limit or exclude any liability for fraud or fraudulent misrepresentation.
- 17.15 **Governing Law and Jurisdiction.** This Agreement and any dispute or claim arising out of or in connection with it whether in contract, tort (including negligence), breach of statutory duty or otherwise shall be governed by, and construed in accordance with, the laws of England, and shall be subject to the exclusive jurisdiction of the English Courts, to which the parties irrevocably submit.

18. Definitions

18.1 In this Agreement the following terms have the following meanings:

“Advertisement”	includes any loose or insert advertisement, any advertisement attached to or distributed with the relevant publication or Digital Media, including free gifts, information supplied in connection with an advertisement, and advertisements in any form, including computer or electronic readable form, and whether in video, flash, animated text or image, image, audio, or any other format;
“Advertiser Materials”	means materials supplied to us (including any copy and creative) in respect of an Advertisement;
“Advertising Services”	means the services provided by us to you under an order, including our running of an Advertisement;
“Advertising Services Data Protection Addendum”	means the terms and conditions set out at www.haymarket.com/advertising-services-data-protection-addendum or such replacement location where we host such terms and conditions from time to time;
“Advertising Services Tag Management Addendum”	means the terms and conditions set out at www.haymarket.com/advertising-services-tag-management-addendum or such replacement location where we host such terms and conditions from time to time;
“Agency”	means an advertising agency or a media buyer that places an Advertisement on behalf of a third party advertiser;
“Agency Client”	means the natural or legal person on whose behalf an Agency runs an Advertisement;
“Agreement”	means these terms and conditions, the order, and any documents stated in any of them as being incorporated by reference, including any applicable Rate Card and Spec Sheets. For the avoidance of doubt, where copy and/or other instructions are provided by you but are not included in an order, they shall not be deemed to be part of these Terms and Conditions;
“Business Days”	means any day other than Saturday, Sunday, Christmas Day, Good Friday or a statutory Bank Holiday in England & Wales;
“Charges”	means the agreed charges based on the order for the Advertising Services;
“Confidential Information”	means information of an operational, administrative, financial or business nature which comes into a party's possession under or in connection with these Terms and Conditions that (a) is identified as confidential to the other

party; or (b) ought reasonably to be considered as confidential to the other party (whether or not identified as confidential), and in any case shall include (i) any information relating to a party including information in respect of a party's business, activities, personnel, customers, products, business plans, business developments, finances, marketing plans, management systems, new business opportunities, ideas, know-how, processes, policies and/or procedures;

- “Data Privacy Laws”** means any applicable data protection related legislation and regulatory requirements, as amended, extended or re-enacted from time to time, including the following: (i) UK Data Protection Legislation; (ii) the GDPR; (iii) EC Directive 2002/58/EC on Privacy and Electronic Communications; (iv) any local laws or regulations that implement, give effect to, or supplement (i) to (iii); any codes of practice and guidance issued by national regulators in respect of (i) to (iv) (inclusive);
- “Digital Media”** means websites, mobile apps, desktop apps, tablet apps and any other medium for the transmission of Advertisements in a digital format;
- “GDPR”** means EC Regulation 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data
- “Group Company”** means an entity that directly or indirectly controls, is controlled by, or is under common control with a party. “Control” shall mean the power, direct or indirect, to direct or cause the direction of the management and policies of an entity whether by contract, ownership of shares, membership on the board of directors, agreement or otherwise. Further, an entity is deemed to be a Group Company when it is carrying out a joint venture with a Group Company and such entity is running an Advertisement either as our sub-contractor or Agent;
- “Haymarket Publisher IP”** means any IP arising out of or in connection with: (a) materials created or developed in connection with our provision of the Advertising Services; and (b) materials otherwise owned by (or licensed to) us and used in connection with the provision of the Advertising Services;
- “IP”** means any and/or all rights in software, inventions, patents, copyrights, design rights, trade marks and trade names, database rights, domain names, service marks, trade secrets, know-how, rights in Confidential Information and other intellectual property rights (whether registered or unregistered) and all applications and

registrations for and extensions and renewals of such rights or any of them, anywhere in the world;

“Laws”	means any and/or all applicable laws, statutes, court orders, industry codes, industry regulations and/or industry guidance (whether in the UK and/or other jurisdictions in which an Advertisement will appear) including (but limited to) (a) the Financial Services Act 2012, (b) the Data Privacy Laws, (c) the UK Code of Non-Broadcast Advertising, Sales Promotion and Direct Marketing, and all other applicable codes under the general supervision of the Advertising Standards Authority, or Trading Standards, and the equivalent of any of the foregoing in any relevant jurisdiction, and (d) in the case of an Advertisement which relates to mail order goods, the Safe Home Ordering Protection Scheme;
“order”	means an order for advertising services that you place with us in accordance with clause 1 of these Terms and Conditions;
“Person”	includes any natural person, corporation, company, partnership, LLP, or any other entity or association (incorporated or otherwise), including state or governmental emanations, agencies and departments, and quangos;
“Personal Data”	means any personal data, as defined in Article 4 of the UK GDPR, that is the subject of a Personal Data Transfer;
“Personal Data Transfer”	has the meaning given in clause 6.1 of these Terms and Conditions;
“Rate Card”	means the rate card in respect of the relevant media for an Advertisement including advertising rates and additional terms and conditions concerning copy and cancellation dates;
“Spec Sheet”	means the document in respect of the relevant media for the Advertisement setting out technical and stylistic specifications and related information, including additional terms and conditions applicable to the relevant media;
“Start Date”	means the date that this Agreement is executed by both parties, or, if not so executed, the date upon which we first accept your order to place an Advertisement;
“Tag”	means the HTML, JavaScript, URL, or other code (including any successor code) inserted or embedded within an Advertisement and/or our Digital Media, and other technologies that serve a similar function (such as SDK’s and device fingerprinting), and any tag or beacon (e.g., a transparent 1x1, pixel, or .gif file) called by such

code, and/or any other technologies that serve a similar function;

“Tag Vendor”	means a third party vendor or subcontractor directly or indirectly engaged by you (or by your Agency, where you are an advertiser, or by the relevant advertiser where you are an Agency) that provides ad-tech services to you or your Agency (as applicable) via the use of Tags;
“UK Data Protection Legislation”	means all laws relating to data protection, the processing of personal data, privacy and/or electronic communications in force from time to time in the UK, including the UK GDPR and the Data Protection Act 2018;
“UK GDPR”	has the meaning given to it in the Data Protection Act 2018 (as amended from time to time); and
“Virus”	means any thing or device (including without limitation, software, code, malware, adware, bit torrents, files or programmes) which may (a) prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service equipment or network or any other service or device, (b) prevent, impair, or otherwise adversely affect access to or operation of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part of otherwise), and/or (c) prevent, impair or otherwise adversely affect our websites, media and/or the user experience.

- 18.2 The words “including”, “include”, “in particular”, “for example” and any similar word or expression are illustrative and are not intended in any way to limit the sense or interpretation of preceding words, and any words which follow them shall not be construed as being limited in scope to the same class as the preceding words where a wider construction is possible.
- 18.3 Clause headings and sub-headings are not be used in its interpretation.
- 18.4 References to these Terms and Conditions or any other document are to these Terms and Conditions or that document as in force for the time being and as amended, supplemented, varied, modified, renewed or replaced or extended.
- 18.5 A reference to a statute or statutory provision shall unless otherwise stated be construed as including a reference to any subordinate legislation (as defined by section 21(1) Interpretation Act 1978) made from time to time under the statute or statutory provision whether before, on or after the Start Date; and
- 18.6 A reference to industry regulations, industry codes, or industry guidance, shall unless otherwise stated be construed as referring to industry regulations, industry codes, or industry guidance as in force as at the Start Date and as from time to time modified or consolidated, superseded, re-enacted or replaced (whether with or without modification) on or after the Start Date.

Advertising Services Data Protection Addendum

1. Applicability and interpretation

- 1.1 This Advertising Services Data Protection Addendum (this “**Addendum**”) may be incorporated into any agreement made between you and us in respect of Advertising Services (a “**Relevant Agreement**”), which may or may not be made on the terms and conditions located at www.haymarket.com/advertising-services (our “**Advertising Services Terms and Conditions**”).
- 1.2 Terms used but not defined in this Addendum shall have the meaning given to those terms in the Advertising Services Terms and Conditions, even where such Advertising Services Terms and Conditions do not apply to the Relevant Agreement made between you and us).
- 1.3 Unless otherwise stated, references in this Addendum to clauses are to clauses of this Addendum.
- 1.4 References in this Addendum to:
 - 1.4.1 “**controller**”, “**processor**”, “**processing**”, “**personal data breach**” and “**supervisory authority**” shall have the same meaning as defined in Data Privacy Laws; and
 - 1.4.2 “**Controller Obligations**” means the obligations that are owed by controllers under the Data Privacy Laws, including any obligation to provide transparency information and/or obtain consent prior to accessing or retrieving information from a person’s device and/or sending a person direct marketing via electronic mail;
 - 1.4.3 “**Effective Date**” means the date on which the Relevant Agreement commenced or was deemed to have commenced, or such later date as may be agreed between you and us in writing.
 - 1.4.4 “**Request or Complaint**” means any request, complaint, notice or communication which relates directly or indirectly to either party’s compliance with obligations contained in the Data Privacy Laws in respect of the Personal Data;
 - 1.4.5 “**Processor Obligations**” means the obligations that are owed by processors under the Data Privacy Laws, including those obligations stipulated in Article 28, GDPR; and
- 1.5 This Addendum shall be deemed to have come into force on the Effective Date and thereafter shall continue in full force and effect for the term of the Relevant Agreement. Any rights or obligations set out in this Addendum that expressly or by implication are to survive termination or expiry of the Relevant Agreement shall survive such termination or expiry.
- 1.6 Where you are an advertiser, where applicable you will procure that your third party vendors or subcontractors (including Tag Vendors) and/or any Agency that acts on your behalf complies with the obligations owed by you under these terms. Where you are an Agency, where applicable you will procure that your third party vendors or subcontractors (including Tag Vendors) and each relevant advertiser comply with the obligations owed by you under these terms.

2. Data Protection Obligations

- 2.1 Subject to clause 2.2, each of the parties agree that, in respect of any Personal Data Transfer:
- 2.1.1 we are an independent controller and, accordingly, we shall comply with the Controller Obligations in respect of our processing of the Personal Data; and
 - 2.1.2 you are:
 - 2.1.2.1 an independent controller and, accordingly, you shall comply with the Controller Obligations in respect of your processing of the Personal Data; or
 - 2.1.2.2 a processor that acts on behalf of one or more third party controllers and, accordingly, in respect of your processing of the Personal Data you shall (a) comply with the Processor Obligations and (b) ensure that each relevant third party controller that you act for complies with the Controller Obligations;
- 2.2 We may from time to time agree in writing that we are your processor (or, where you are a processor, your sub-processor) in respect of a Personal Data Transfer, in which event:
- 2.2.1 we will comply with the Processor Obligations as if they were set out in this Addendum in full, with such amendments as are necessary to give full effect to such obligations (to the exclusion of our obligations under clause 2.1.1);
 - 2.2.2 you will continue to comply with your obligations under clause 2.1.2; and
 - 2.2.3 you will document and supply to us, in respect of our processing of the relevant Personal Data, the information required by Article 28(3) of the GDPR (i.e. the subject-matter and duration of the processing, the nature and purpose of the processing, the type of personal data and categories of data subjects).
- 2.3 For the avoidance of doubt, the obligations set out in clauses 2.4 to 2.7 (inclusive) are without prejudice to the generality of clauses 2.1 and 2.2.
- 2.4 Neither party will process the Personal Data for any purpose that is inconsistent with the activities contemplated by the Relevant Agreement.
- 2.5 Neither party shall intentionally do, or omit to do, any act or thing that puts the other party in breach of the Data Privacy Laws. Each party will provide reasonable cooperation, information and assistance to the other party (and to any relevant supervisory authority at the request of the other party) in order to ensure compliance with the Data Privacy Laws.
- 2.6 Each party will notify the other as soon as reasonably practicable (and in any event within 48 hours) if it becomes aware of a personal data breach affecting the Personal Data.
- 2.7 You will promptly provide us with such information necessary to demonstrate compliance with your obligations set out in this Addendum and, to the extent that we reasonably require, allow for and contribute to audits (conducted by us or any

independent third party auditor) of your systems and/or premises that are involved in the processing of the Personal Data. Any audits that are undertaken pursuant to this clause, or pursuant to any Processor Obligations that we owe to you, shall be conducted during normal business hours and in a manner that does not unreasonably interfere with the business of the party that is subject to the audit.

3. Use of Tags

- 3.1 Where a Personal Data Transfer is facilitated by the use (whether by you or a Tag Vendor) of one or more Tags in relation to Advertisements that appear on our Digital Media, the relevant Personal Data Transfer shall be subject to, and you and we will each comply with, our respective obligations under, our Advertising Services Tag Management Addendum located at www.haymarket.com/advertising-services-tag-management-addendum. In the event of any conflict or inconsistency between this Addendum and our Advertising Services Tag Management Addendum, this Addendum shall prevail.

Advertising Services Tag Management Addendum

1. Applicability and interpretation

- 1.1 This Advertising Services Tag Management Addendum (this “**Addendum**”) may be incorporated into any agreement made between you and us in respect of Advertising Services (a “**Relevant Agreement**”), which may or may not be made on:
 - 1.1.1 the terms and conditions located at www.haymarket.com/advertising-services (our “**Advertising Services Terms and Conditions**”); and/or
 - 1.1.2 the Data Protection Addendum to the Advertising Services Terms and Conditions located at www.haymarket.com/advertising-data-protection-addendum (the “**Advertising Services Data Protection Addendum**”).
- 1.2 Terms used but not defined in this Addendum shall have the meaning given to those terms in the Advertising Services Terms and Conditions and/or the Advertising Services Data Protection Addendum, even where such terms do not apply to the Relevant Agreement made between you and us).
- 1.3 Unless otherwise stated, references in this Addendum to clauses are to clauses of this Addendum.
- 1.4 References in this Addendum to:
 - 1.4.1 “**Advertiser**” means the specific advertiser to which the Advertising Data relates;
 - 1.4.2 “**Advertising Data**” means data collected via the use of a Tag and/or Tag Vendor Cookie in respect of the delivery (or potential delivery) of an Advertisement that is (or potentially will be) served on a Haymarket User as a result of their use of the Haymarket Digital Media, including data regarding the Haymarket User’s interaction with an Advertisement, including any data regarding the frequency of delivery of an Advertisement and any data collected as a result of the Haymarket User clicking on the Advertisement;
 - 1.4.3 “**Agreed Purpose**” has the meaning given in clause 5;
 - 1.4.4 “**Directly Identifying Information**” means any data or information that can be used (or has a reasonable prospect of being used) to identify (a) a particular device or browser or (b) an individual by reference to the individual's offline identity. Directly Identifying Information includes Individual Identifiers but excludes Randomly Generated Identifiers (or any data associated with such Randomly Generated Identifiers that reveals user demographics, behaviours or interests).
 - 1.4.5 “**Effective Date**” means the date on which the Relevant Agreement commenced or was deemed to have commenced, or such later date as may be agreed between you and us in writing;
 - 1.4.6 “**Haymarket Approved**” means, in respect of a Tag Vendor, a Haymarket Approved Tag Vendor and, in respect of a Tag, a Haymarket Approved Tag (and “**Haymarket Approval**” shall be construed accordingly);

- 1.4.7 “**Haymarket Approved Tag**” means any Tag of a Haymarket Approved Tag Vendor that has been approved by our Data Protection Officer by written notice (email sufficient) to you for use in respect of Advertisements that are run on the Haymarket Digital Media, as signified either by (1) the relevant Tag appearing on Haymarket’s Approved Vendor List; or (2) Haymarket confirming in writing that the relevant Tag is Haymarket Approved in accordance with clause 8.5;
- 1.4.8 “**Haymarket Approved Tag Vendor**” means any Tag Vendor that has been approved by our Data Protection Officer by written notice (email sufficient) to you for use in respect of Advertisements that are run on the Haymarket Digital Media, as signified either by (1) the relevant Tag Vendor appearing on Haymarket’s Approved Vendor List; or (2) Haymarket confirming in writing that the relevant Tag Vendor is Haymarket Approved in accordance with clause 8.5;
- 1.4.9 “**Haymarket’s Approved Vendor and Tag List**” means any list of Tag Vendors and/or Tags that are Haymarket Approved, as may be published by us or notified by us to you in writing from time to time;
- 1.4.10 “**Haymarket Digital Media**” means any Digital Media that is owned, operated, distributed or authorized to be distributed by or through us on which we display or distribute, or are authorized to display or distribute, Advertisements;
- 1.4.11 “**Haymarket User**” means any living individual that uses the Haymarket Digital Media;
- 1.4.12 “**IAB TCF Policies**” means the IAB Europe Transparency & Consent Framework Policies for Version 2.0 of IAB Europe’s Transparency and Consent Framework, located at https://iabeurope.eu/wp-content/uploads/2019/08/TransparencyConsentFramework_PoliciesVersion_TCFv2-0_2019-08-21.3_FINAL-1-1.pdf, or such replacement policies as may be issued by IAB Europe from time to time;
- 1.4.13 “**IAB TCF Purpose**” means a ‘Purpose’ within the meaning given to that term in the IAB TCF Policies (and which is more fully described in Appendix A (*Purposes and Features Definitions*) of the IAB TCF Policies);
- 1.4.14 “**Individual Identifier**” means any identifier that (a) in respect of devices or browsers, is assigned to a device or browser and cannot be dissociated with such device or browser by a user of such device or browser and (b) in respect of individuals, has been generated by, or assigned to, a particular individual and is likely to be habitually used by that individual. Individual Identifiers includes any raw ('unhashed') email addresses, telephone numbers, physical addresses, financial account numbers, and social security related or government issued identifiers.
- 1.4.15 “**Pre-Effective Date Tags**” means any Tags used by a Tag Vendor on the Haymarket Digital Media prior to the Effective Date;
- 1.4.16 “**Profiles**” means information or data produced from profiling (as defined in Article 4, GDPR), including compilations of:

- 1.4.16.1 demographic data (e.g., age, gender, income, and interest information);
 - 1.4.16.2 information generated from instances where a Haymarket User's browser requests an Advertisement (e.g., an internet protocol address, the time and date of the transaction, the referral URL, and the information contained in the applicable browser's cookie)
 - 1.4.16.3 any other information regarding a Haymarket User that is gathered by Tag Vendor or you or the relevant Advertiser from a Haymarket User's interaction with an Advertisement
- 1.4.17 **"Randomly Generated Identifier"** means any identifier that is randomly assigned to a device or an individual, including cookie identifiers, advertising identifiers assigned to a mobile device (e.g. IDFAs and AADs), IP addresses, and pseudonymised ('hashed') email addresses.
- 1.4.18 **"Tag Vendor Cookie"** means a cookie placed by a Haymarket Approved Tag Vendor on the browsers or devices of Haymarket Users through the use of a Haymarket Approved Tag .
- 1.7 This Addendum shall be deemed to have come into force on the Effective Date and thereafter shall continue in full force and effect for the term of the Relevant Agreement. Any rights or obligations set out in this Addendum that expressly or by implication are to survive termination or expiry of the Relevant Agreement shall survive such termination or expiry.
- 1.8 Where you are an advertiser, where applicable you will procure that Tag Vendors and/or any Agency that acts on your behalf complies with (and ensures that third parties that may receive the Advertising Data comply with) the obligations owed by you under these terms. Where you are an Agency, where applicable you will procure that Tag Vendors, each relevant Advertiser and any other third party that may receive the Advertising Data complies with the obligations owed by you under these terms. You will at all times be liable to us for any failure of an Advertiser, Agency, Tag Vendor or other relevant third party (as applicable) to adhere to the terms set out in this Addendum, as if such failure were a breach by you of such terms.
- 2. Data collection and use**
- 2.1 You shall be entitled to use Haymarket Approved Tag Vendors to collect and use Advertising Data relating to Advertisements that are served on Haymarket Users as a result of their use of the Haymarket Digital Media, always in accordance with and subject to the terms and set out in this Addendum.
- 2.2 We will obtain consent from the Haymarket Users in respect of the collection and use of the Advertising Data subject to and in accordance with clause 9.
- 2.3 To the extent that Advertising Data is regarded as being personal data under Data Privacy Laws, its collection shall be regarded as a Personal Data Transfer from us to

you and, accordingly, each party will comply with its respective obligations set out in the Advertising Services Data Protection Addendum.

3. Permitted data collection

- 3.1 The collection of Advertising Data shall be undertaken via the use of Haymarket Approved Tags, which
 - 3.1.1 Tag Vendor shall serve at the same time that we serve, or an authorized third party ad server serves, the relevant Advertisement; and
 - 3.1.2 results in the placement of a Tag Vendor Cookie on the browser or device of the relevant Haymarket User; and
- 3.2 You will notify us immediately, but in no event later than twenty-four (24) hours, upon learning that any Tags have been used in breach of this Agreement.
- 3.3 If any Tag Vendor served any Pre-Effective Date Tags, you will ensure that all data, including Advertising Data, collected in connection with the Pre-Effective Date Tags will be treated by you and/or the relevant Tag Vendor in all respects as though it were collected after the Effective Date and will be governed by this Addendum.

4. Prohibited data collection

- 4.1 You will not use Tags on the Haymarket Digital Media to collect any data other than Advertising Data, and you will not collect any data other than that which is necessary to achieve the relevant Agreed Purpose, and you shall only retain such data for such duration that has been agreed in writing between you and Haymarket's DPO, if any (and in any event you shall not retain such data for longer than is necessary to achieve the relevant Agreed Purpose).
- 4.2 You will not:
 - 4.2.1 insert code into, redirect, or otherwise "piggyback" Haymarket Approved Tags of any other Haymarket Approved Tag Vendor, unless expressly approved by us in writing;
 - 4.2.2 serve code into or via Advertisements that prompts any Haymarket User to install any type of software, such as browser-helper object, or any similar software;
 - 4.2.3 use any security exploits or oversights in a Haymarket User's browser to install any type of software, browser helper object, or any similar mechanism; or
 - 4.2.4 use any technology that creates any kind of persistent identification object/element that, when used, will bypass a Haymarket User's browser preferences and settings or restore deleted cookies and other cached objects.
- 4.3 You will ensure that:
 - 4.3.1 each Tag Vendor only drops a single Tag Vendor Cookie in order to collect Advertising Data, unless otherwise agreed by us in writing;

- 4.3.2 each Tag Vendor does not collect any Directly Identifying Information in respect of any Haymarket User, unless such Haymarket User gives their consent (within the meaning of the GDPR) to do so and unless we have approved such collection, use and/or transmission in writing prior to such collection, use or transmission.
- 4.3.3 each Tag Vendor's collection of Advertising Data will not subject the Haymarket Digital Media or any Haymarket User to any spyware, malware, virus, worm, Trojan horse, or other malicious or harmful code;
- 4.3.4 any Tag or Tag Vendor Cookie used for such data collection may only contain unique identifiers for the applicable Advertisement and shall not contain any other information about the Advertisement or the individual Haymarket User, including without limitation targeting parameters, exposure counts, or attributes; and
- 4.3.5 JavaScript or any other software may only be used by a Tag Vendor to serve a Haymarket Approved Tag via Advertisements and may not be used for any other purpose, including:
 - 4.3.5.1 materiality manipulating page content;
 - 4.3.5.2 materially moving page content;
 - 4.3.5.3 hijacking or otherwise manipulating destination URLs; or
 - 4.3.5.4 manipulating or moving the Advertisement, except as part of a certified ad format, at our direction.

5. Permitted purposes for data use

- 5.1 Prior to the collection of any Advertising Data, you will notify us in writing of the IAB TCF Purpose(s) for which you intend to collect and use the Advertising Data and the duration for which it will be used. The Advertising Data may be used by you for each IAB TCF Purpose (or any sub-purpose that is identified within an IAB TCF Purpose) that has specifically been agreed in writing between you and our Data Protection Officer (an "**Agreed Purpose**").
- 5.2 The use of the Advertising Data shall be used solely to achieve each Agreed Purpose and solely for your (where you are the relevant Advertiser) or of the relevant Advertiser's ultimate benefit. For the avoidance of doubt, where you are an Agency you shall not use, and you shall ensure that Tag Vendors do not use, the Advertising Data for the benefit of any advertiser other than the relevant Advertiser.
- 5.3 Use of the Advertising Data for the Agreed Purpose shall be subject to clause 9 (*Consent*).

6. Prohibited data use

- 6.1 The Advertising Data shall not be used for any purpose other than each Agreed Purpose, nor shall it be used for any of following purposes (whether or not such use is for the benefit of you or the relevant Advertiser and notwithstanding anything to the

contrary in clause 5.1, unless you and Haymarket's Data Protection Officer specifically reference this clause 6.1 and identify one of the following as an 'Agreed Purpose'):

- 6.1.1 repurposing the Advertising Data or retargeting a Haymarket User, including as follows:
 - 6.1.1.1 reselling, redirecting or transferring Advertising Data as a stand-alone or combined audience or aggregated with other data to any third party;
 - 6.1.1.2 creating any Profiles regarding a Haymarket User or any end user segments (e.g., if an you buy, or the relevant advertiser buys, a campaign targeting males with high creditworthiness that are in-market to buy a car, that information cannot be combined with the Advertising Data or used by Tag Vendor or you (or the relevant advertiser for any other purposes), populations, or any

- other reportable or targetable group of inventory or consumers based on any Advertising Data;
- 6.1.1.3 participating in or performing cross-platform studies or multi-touch attribution;
- 6.1.1.4 ad selection or ranking; or
- 6.1.1.5 assisting you or any advertiser to retarget advertising or promotions to any individual Haymarket User, whether on the Haymarket Digital Media or elsewhere.
- 6.1.2 except to the extent necessary to frequency cap Advertisements (where frequency capping is an Agreed Purpose), aggregating the data, in particular as follows:
 - 6.1.2.1 aggregating, combining, co-mingling or analysing Advertising Data across more than one advertiser,
 - 6.1.2.2 adding the Advertising Data to data that Tag Vendor or another third party has collected about Haymarket Users outside of the Haymarket Digital Media (e.g. cookie pools); or
 - 6.1.2.3 use Advertising Data for cookie mapping or cross-device linking.
- 6.1.3 measuring advertising effectiveness against a company that provides the same or similar services as, or competes with, us; or
- 6.1.4 to learn additional information about the attributes of the audience that has viewed Advertisements.
- 6.2 You will not read or disclose private communications (i.e. message boards, instant messaging and/or email activities) of Haymarket Users.
- 6.3 You will not:
 - 6.3.1 reverse engineer or otherwise use the Advertising Data to determine (or attempt to determine) any Directly Identifying Information; or
 - 6.3.2 attempt to merge, join, synch, combine, link or otherwise associate any Advertising Data with Directly Identifying Information.

7. Prohibited disclosure

- 7.1 You will not disclose or otherwise make available to any third party, other than your Agency (or the relevant advertiser, where you are an Agency), any Advertising Data.
- 7.2 Without limiting the generality of clause 7.1, you will not use the Advertising Data in any way to:
 - 7.2.1 provide reports which reveal insights into Haymarket Users or our audiences that are not publicly known; or
 - 7.2.2 provide data disassociated from media inventory (i.e. creation of a secondary data market) to any third parties,

unless:

- 7.2.3 such provision of reports or data is for the purposes generating advertiser demand for the purchase of inventory on the Haymarket Digital Media; or
 - 7.2.4 you receive our prior written consent.
- 7.3 You will not sell or make available to third parties the ability for such third parties to mark a user with respect to their Haymarket Digital Media user categorization for any purposes other than running a specific advertising or measurement campaign on the Haymarket Digital Media.

8. Approval of Tag Vendors and Tags and compliance with the IAB TCF

- 8.1 For the purpose of this clause 8, “**IAB TCF Compliant**” means, in respect of Tag Vendors and/or Tags, a Tag Vendor and/or Tag that have received approved status from IAB Europe and appear on the IAB Vendor List made available by IAB Europe at <https://advertisingconsent.eu/vendor-list/> (or such other URL).
- 8.2 You will comply with the IAB TCF Policies and will only collect Advertising Data via the use of Tag Vendors and Tags that are IAB TCF Compliant and that are Haymarket Approved. Haymarket Approval:
- 8.2.1 may be:
 - 8.2.1.1 withheld or revoked at our absolute discretion (provided that we act reasonably); and/or
 - 8.2.1.2 conditional on the relevant Tag Vendor entering into a written agreement with the Tag Vendor on terms that are in all material respects equivalent to those set out in this Addendum and/or which we otherwise reasonably require; and
 - 8.2.2 shall be conditional on the relevant Tag Vendors and/or Tags being and remaining IAB TCF Compliant (notwithstanding anything else in this clause 8).
- 8.3 You will, prior to the use of any Tag Vendor and Tag (and at any time that we notify you of an updated Haymarket’s Approved Vendor and Tag List), check Haymarket’s Approved Vendor and Tag List to ascertain whether the Tag Vendor and Tag that you propose to use (or, in the case of an updated list, are using) are Haymarket Approved.
- 8.4 Where a Tag Vendor and/or Tag that you propose to use (or, in the case of updates, are using) does not appear on Haymarket’s Approved Vendor and Tag List, you will not use (or, in the case of an updated list, cease using) such Tag Vendor and/or Tag to collect the Advertising Data unless and until you receive our written confirmation that such Tag Vendor and/or Tag is Haymarket Approved in accordance with clause 8.5
- 8.5 If you would like to collect Advertising Data via the use of a Tag Vendor and/or Tag that does not appear on the current version of Haymarket’s Approved Vendor and Tag List, you will notify us in writing and provide the information required by clause 5.1. We will, as soon as is reasonably practicable, issue a response to you in writing that either grants or denies Haymarket Approval in respect of the relevant Tag Vendor and/or Tag

and confirms which of the Purposes for which you intend to use the Advertising Data are Agreed Purposes.

- 8.6 Any Haymarket Approval that has been issued pursuant to clause 8.5 will be specific to you (or, where you are an Agency, may be granted in respect of specified advertisers) and may be relied upon unless and until we notify you in writing that the relevant Tag Vendor and/or Tag is no longer Haymarket Approved.
- 8.7 For the avoidance of doubt, where you have received Haymarket Approval pursuant to clause 8.5, such approval shall not be revoked by our issuance of an updated Haymarket's Approved Vendor and Tag List, unless such list is accompanied by a 'blacklist' of Tag Vendors and/or Tags that are no longer regarded as being Haymarket Approved.
- 8.8 We make no representation or warranty in respect of any Haymarket Approved Tag Vendor and/or Tag and you acknowledge and agree that we shall incur no liability to you or the performance or adequacy of any Tag Vendor and/or Tag that you use.

9. Consent

- 9.1 For the purpose of this clause 9, "**IAB TCF Compliant**" means, in respect of a consent management platform ("**CMP**"):
- 9.1.1 until 1 April 2020 only, a CMP that complies with or has been implemented in accordance with the requirements stipulated by version 1.1 of the IAB Europe Transparency and Consent Framework; or
- 9.1.2 a CMP that complies with or has been implemented in accordance with the requirements stipulated by version 2.0 of the IAB Europe Transparency and Consent Framework.
- 9.2 Subject to clause 9.3, we will, via the use of a 'cookie banner' or CMP on the relevant Haymarket Digital Properties, obtain consent from Haymarket Users in respect for the use of Haymarket Approved Tags (and the resultant placing and use of Tag Vendor Cookies) by Haymarket Approved Tag Vendors for the purposes set out in clause 5.
- 9.3 You acknowledge and agree that:
- 9.3.1 without prejudice to our rights to use any other CMP or mechanism to obtain the consent referred to in clause 9.2, any use by of us of a CMP that is IAB TCF Compliant shall be regarded as a discharge by us of our obligation under clause 9.2; and
- 9.3.2 we make no representation or warranty that a consent obtained pursuant to clause 9.2 will be a valid consent for the purposes of the Data Privacy Laws and, accordingly, each controller of the Advertising Data (collected via the use of the relevant Tags) shall be responsible for verifying that any consent obtained by us provides it and its processors with a lawful basis for processing such Advertising Data.
- 9.4 You shall ensure that the privacy choices of each Haymarket User is respected, including by ensuring that Tags meet the requirements of the IAB TCF Policies and that

Signals (as defined in the IAB TCF Policies) communicated by any CMP or received by a Tag Vendor are respected.

10. Representation and warranties

10.1 Each party:

10.1.1 represents and warrants to the other party that it has the full rights, power and authority to enter into this Addendum and to grant the licences granted hereunder;

10.1.2 represents and warrants to the other party that the entry into this Addendum by it, and the performance by it of its obligations under this Addendum, do not and will not violate any agreement to which it is a party or by which it is otherwise bound; and

10.1.3 acknowledges that the other party makes no representations, warranties or agreements related to the subject matter hereof which are not expressly provided for in this Addendum.

10.2 You represent and warrant to us that, in respect of the use of the Tags in accordance with this Addendum:

10.2.1 such use does not and will not infringe on or violate any copyright, trademark, patent, rights of publicity or privacy, moral rights or any other third party right;

10.2.2 such use does not and will not cause us or you to violate any laws, rules, regulations;

10.2.3 such use will comply with any applicable and best practice self-regulatory guidelines and industry standards, including those issued by the Network Advertising Initiative and JICWEBs; and

10.2.4 no Directly Identifying Information will be shared with or disclosed to us or to you.

11. Demonstrating compliance

11.1 During the term of our Relevant Agreement and for a three-year period thereafter, you will maintain such information as is necessary in order to demonstrate compliance with this Addendum. You will provide such information to us, at our request, as soon as reasonably practicable (and in any event within 10 business days of the date of our request).

12. Indemnification

12.1 You will indemnify us in respect of, and hold us harmless from and against, any and all losses, demands, liabilities, costs or expenses, including reasonable legal fees, suffered or incurred by us in respect of any claim threatened or brought against us by a third party that arising out of or in connection with any non-compliance with this Addendum by you, your Agency and/or Tag Vendors (as applicable) ("**Third Party Claim**").

12.2 Any limitations or exclusions of liability agreed between you and us (in the Relevant Agreement or otherwise) shall not apply to this clause 12.