

[version 3.0 – 30.12.2022]

## TERMS AND CONDITIONS FOR THE PROVISION OF SUPPLY PARTNER SERVICES

These Terms and Conditions for the Provision of Supply Partner Services shall be the only terms and conditions applicable to the provision of Supply Partner Services by Supply Partner to RTB House.

### 1. DEFINITIONS AND INTERPRETATION

In this Agreement, the words and expressions below are defined as follows unless the context otherwise requires:

- 1.1. **Advertisers** – entities for which RTB House provides marketing services through serving RTB House Ads on the Inventory;
- 1.2. **Affiliate** – any person, corporation, partnership, current or future subsidiary, or other entity or association that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with the relevant Party, where “control” means the power to direct the management and policies of such Party or ownership of at least fifty percent (50%) of the common stock or other voting interests in such Party;
- 1.3. **Agreement** – these Terms and the Insertion Order executed by the Parties, jointly setting forth the Parties’ rights and obligations related to the provision of Supply Partner Services;
- 1.4. **Authorized Recipients** – a Party’s Affiliates or such Party’s or its Affiliates’ directors, officers, employees, subcontractors and professional advisors who need to process the Confidential Information for the purpose of performance of the Agreement, necessary business reporting or auditing procedures within the Party’s corporate group or other legitimate reason;
- 1.5. **Bid** – RTB House’s request for purchase of a single Impression;
- 1.6. **Bid Request** – an automated request sent by Supply Partner to RTB House offering a single Impression for purchase;
- 1.7. **Claim** – shall have the meaning assigned to it in Section 6.4;
- 1.8. **Confidential Information** – shall have the meaning assigned to it in Section 11.1;
- 1.9. **Data Protection Laws** – all applicable laws and regulations which relate to the processing of personal data and privacy in the relevant territories;
- 1.10. **End User** – any person who visits Supply Partner’s Inventory and whose data is subject to processing in accordance with these Terms;
- 1.11. **Force Majeure** – shall have the meaning assigned to it in Section 6.2;
- 1.12. **Impression** – a single instance of an RTB House Ad being displayed on an Inventory to an End User in accordance with a Bid Request and the relevant Bid;
- 1.13. **Intellectual Property Rights** – trade secret rights, rights in know-how, moral rights, copyrights, patents, trademarks (and the goodwill represented thereby), and similar rights of any type under the laws of any governmental authority, domestic or foreign, including all applications for and registrations of any of the foregoing;
- 1.14. **Inventory** – websites, Internet-enabled applications, mobile applications or other online environments containing digital advertising space (inventory) that Supply Partner owns or is otherwise legally authorized

to use and which Supply Partner will make available to RTB House hereunder for the purpose of the display of RTB House Ads subject to the terms and conditions of the Agreement;

- 1.15. **Insertion Order** – a document constituting an integral part of the Agreement, executed by the Parties, whereby RTB House commissions Supply Partner to provide Supply Partner Services on the terms and conditions set forth therein and in these Terms;
- 1.16. **Panel** – online interface made available to Supply Partner, containing RTB House Ad display statistics;
- 1.17. **Parties** – together RTB House and Supply Partner, each individually referred to as the “Party”;
- 1.18. **Personal Data** - means data, whether true or not, about an individual who can be identified from that data alone or from that data and other information which an organisation has or is likely to have access;
- 1.19. **Remuneration** – remuneration payable to Supply Partner by RTB House for the provision of Supply Partner Services;
- 1.20. **RTB House** – RTB House Pte. Ltd. with its registered seat in Singapore, with its principal office located at 10 Ubi Crescent #04-19 Ubi Techpark Singapore 408564, registration number 201622414H, tax identification number 201622414H;
- 1.21. **RTB House Ad** – any advertising content promoting products or services of Advertisers, delivered by RTB House to Supply Partner to be displayed on the Inventory, including but not limited to the ad’s images, graphics, video, links, text, data, font or any other creative elements;
- 1.22. **RTB House Company** – any Affiliate of RTB House;
- 1.23. **RTB House Data** – any data related to the display of an RTB House Ad, including data relating to an End User, which is disclosed by RTB House to Supply Partner, excluding Supply Partner Data;
- 1.24. **RTB House Technology** – RTB House’s performance advertising technology allowing the display of RTB House Ads on the Inventory, to be viewed by the relevant End User, and the Panel;
- 1.25. **Supply Partner Services** – a service provided by Supply Partner to RTB House hereunder, consisting of making digital advertising space on the Inventory available to RTB House to bid on and purchase on a per-impression basis, thus enabling RTB House’s serving of RTB House Ads thereon;
- 1.26. **Supply Partner** – any person, as specified in the Insertion Order as the Supply Partner, providing Supply Partner Services to RTB House hereunder;
- 1.27. **Supply Partner Data** – any data which is disclosed by Supply Partner to RTB House or collected by RTB House in relation to display of an RTB House Ad on the Inventory, including any data relating to an End User, such as cookie IDs, mobile advertising IDs, IP addresses, URLs of visited websites, geolocation data, timestamps, excluding RTB House Data;
- 1.28. **Tag** – cookie-setting and data collection software, tags, pixels, cookies, device IDs, web beacons or other similar tracking technologies that enable RTB House to monitor or record events related to End Users’ activity on the Internet;
- 1.29. **Terms** – these Terms and Conditions for the Provision of Supply Partner Services;
- 1.30. **Working Day** – any day which is not a Saturday, Sunday or a bank or public holiday in Singapore.
- 1.31. Wherever in these Terms reference is made to a “person”, this shall mean any individual, sole proprietorship, partnership, corporation, limited liability company, trust, joint stock company, joint venture, governmental authority or other entity of any nature whatsoever.
- 1.32. In this Agreement, unless the context otherwise requires, the singular shall include the plural and vice versa.

## 2. SUPPLY PARTNER SERVICE. IMPLEMENTATION

- 2.1. Pursuant to the Agreement, Supply Partner shall provide Supply Partner Services to RTB House and RTB House Companies in consideration for the Remuneration set forth in Section 7.
- 2.2. Following the execution of the Agreement, without undue delay, the Parties will establish a timeline regarding the implementation of Supply Partner Services. Supply Partner undertakes to provide RTB House with documents and data necessary for the purposes of the implementation of Supply Partner Services.
- 2.3. Supply Partner undertakes to comply with the technical requirements and specifications provided by RTB House for the purpose of setting up Supply Partner Services to enable proper delivery, display, tracking and reporting of RTB House Ads on the Inventory. These technical specifications may require Supply Partner to include on the Inventory any code, Tags, cookies or device IDs provided by RTB House.
- 2.4. Supply Partner will provide RTB House with transparent and precise information about the Inventory as requested by RTB House from time to time.
- 2.5. Supply Partner is not entitled to modify any code, Tags, cookies, scripts, device IDs or other programming instructions provided by RTB House hereunder, unless otherwise instructed by RTB House.

### **3. MEASUREMENTS. THE PANEL**

- 3.1. RTB House measures through its servers the number of impressions, clicks or other metrics necessary to calculate the Remuneration. These measurements will be available to Supply Partner for viewing via the Panel, subject to Section 3.3. The Remuneration shall be calculated according to the measurements as shown in the Panel.
- 3.2. RTB House's measurements visible in the Panel are final and shall prevail over any other measurements for the purpose of calculation of the Remuneration.
- 3.3. RTB House grants Supply Partner access to the Panel throughout 99% of the calendar year. Statistics are updated with a maximum delay of 2 (two) Working Days.
- 3.4. Supply Partner will be exclusively responsible for the use and storage of its personal and confidential password and ID to the Panel and shall immediately notify RTB House of any loss or involuntary disclosure thereof.
- 3.5. RTB House is allowed to share with the Advertisers any data regarding advertising campaigns conducted on their behalf via the Inventory, including the fact that Supply Partner is a source of inventory, the Inventory on which RTB House Ads are being served and the number and value of impressions generated from specific Inventory.

### **4. GENERAL CONDITIONS**

- 4.1. Supply Partner will ensure the Inventory's compliance with RTB House Advertising Guidelines set forth in **Appendix 1** hereto.
- 4.2. Supply Partner shall not, directly or indirectly, generate impressions for or clicks on or related to any RTB House Ad through any automated, fraudulent or other invalid means, including but not limited to repeated manual clicks, the use of robots or other automated query tools or computer-generated search requests.
- 4.3. RTB House Technology and RTB House Tags shall not be commercially exploited or made available (sold, licensed, rented etc.) by Supply Partner for purposes other than proper performance of the Agreement.
- 4.4. Supply Partner is prohibited from including, directly or indirectly, RTB House Ads in a browser window generated by any malware, adware, spyware, P2P application, viruses, "Trojan horses", "computer worms", data erasers, domain spoofing or any other malware which could interfere or disrupt the integrity of RTB House Technology.

- 4.5. Supply Partner is prohibited from modifying, adapting, translating, preparing derivative works of, decompiling, reverse-engineering, disassembling or otherwise attempting to derive source code from RTB House Technology or RTB House Tags, as well as any other software or documentation of RTB House, or creating or attempting to create a substitute or similar service or product through use of or access to RTB House Technology or proprietary information or materials related thereto.

## **5. REPRESENTATIONS AND WARRANTIES**

- 5.1. OTHER THAN AS EXPRESSLY STATED IN SECTION 5.2 BELOW, RTB HOUSE MAKES NO REPRESENTATION AND GIVES NO WARRANTY OR CONDITION, EXPRESS OR IMPLIED, WITH RESPECT TO ANY MATTER AND, IN PARTICULAR, EXPRESSLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS OF NON-INFRINGEMENT, TITLE, QUALITY, RELIABILITY, THAT ANY SERVICES PROVIDED BY RTB HOUSE WILL BE UNINTERRUPTED OR ERROR-FREE, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE OF RTB HOUSE TECHNOLOGY. RTB HOUSE FURTHER DISCLAIMS ANY AND ALL REPRESENTATIONS OR WARRANTIES ARISING FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE.
- 5.2. RTB House warrants and represents to Supply Partner that:
- 5.2.1. RTB House has the right, power and authority to enter into the Agreement and perform its obligations as set out herein;
  - 5.2.2. any information provided to Supply Partner hereunder is true, accurate, complete and current;
  - 5.2.3. it shall comply with all relevant laws and regulations;
  - 5.2.4. RTB House will implement appropriate technical and organizational measures to protect Supply Partner Data and RTB House Data against accidental or unlawful destruction or unauthorised or accidental access, collection, use, disclosure, copying, modification or disposal, or other similar risks, in particular where the processing involves the transmission of data over a network, the loss of any storage medium or device on which Supply Partner Data or RTB House Data is stored and against all other unlawful forms of processing.
- 5.3. Supply Partner warrants and represents to RTB House that:
- 5.3.1. Supply Partner has the right, power and authority to enter into the Agreement and perform its obligations as set out herein;
  - 5.3.2. the Inventory is either owned by Supply Partner or Supply Partner is legally authorised to operate on such Inventory to the extent sufficient to perform its obligations hereunder;
  - 5.3.3. Supply Partner and the Inventory comply at all times with all applicable laws, statutes, statutory instruments, contracts, regulations, advertising and marketing codes of practice, including any guidelines or policies as made available by RTB House from time to time, in particular RTB House Advertising Guidelines set forth in Appendix 1 hereto;
  - 5.3.4. any information provided to RTB House hereunder is true, accurate, complete and current;
  - 5.3.5. Supply Partner shall not provide to RTB House any data that directly identifies an individual (such as e-mail address, name, surname), via its data feed or otherwise;
  - 5.3.6. the Inventory is not directed to children under the age of 16 (sixteen), Supply Partner does not, directly or indirectly, collect information from users known by Supply Partner to be under the age of 16 (sixteen) and Supply Partner does not use any service to select or target RTB House Ads based on the knowledge or inference that the user or End User is under the age of 16 (sixteen), or the user's or the End User's past visits to any Inventory that is directed to children, information deemed sensitive by any applicable law or self-regulatory program, or otherwise in a manner inconsistent with the Agreement;

5.3.7. Supply Partner will implement appropriate technical and organizational measures to protect Supply Partner Data and RTB House Data against accidental or unlawful destruction or unauthorised or accidental access, collection, use, disclosure, copying, modification or disposal, or other similar risks, in particular where the processing involves the transmission of data over a network, the loss of any storage medium or device on which Supply Partner Data or RTB House Data is stored and against all other unlawful forms of processing.

## 6. LIABILITY AND INDEMNIFICATION

- 6.1. Save for the indemnity in Section 6.4 below, to the maximum extent permitted by applicable law neither Party will be liable for any consequential, incidental, indirect, punitive, special or other similar damages (including but not limited to loss of profit and loss of revenues), whether under contract, tort, or other theory of recovery, even if such Party was or should have been advised of the possibility of such damages, nor for any total aggregate liability arising out of this Agreement from any cause of action whatsoever in excess of the amounts paid by RTB House hereunder during the 3 (three) months prior to the date on which the cause of action arose. The exclusion and limitation of liability set forth in the preceding sentence will not apply in the event of violation by Supply Partner of the provisions of Section 4 (General Conditions), Section 5.3 (Supply Partner's warranties and representations), Section 8.3 (improper use of RTB House Data), Section 9 (Privacy), or Section 11 (Confidentiality).
- 6.2. Neither Party shall be liable for any failure or delay resulting from any event beyond the reasonable control of that Party including, without limitation fire, flood, insurrection, war, terrorism, earthquake, power failure, civil unrest, explosion, embargo, pandemic, epidemic or strike (hereinafter referred to as "**Force Majeure**").
- 6.3. For the avoidance of doubt, nothing in these Terms excludes or limits either Party's liability for fraud, gross negligence, death, personal injury or any other matter to the extent that such exclusion or limitation would be unlawful.
- 6.4. Supply Partner shall defend, hold harmless and indemnify RTB House, its Affiliates and their respective directors, employees, and agents from and against any and all claims, suits, demands, judgments, and proceedings of any kind (collectively "**Claims**") asserted or filed by any third party or any government or industry organization, and any damages, losses, expenses, liabilities, or costs of any kind (including but not limited to reasonable attorneys' fees and court costs) arising out of or related to any breach or alleged breach of Section 4 (General Conditions), Section 5.3 (Supply Partner's warranties and representations), Section 8.3 (improper use of RTB House Data), Section 9 (Privacy) or Section 11 (Confidentiality).
- 6.5. Should circumstances described in Section 6.4 above occur, RTB House will provide Supply Partner with a prompt notice of such Claim, and Supply Partner will immediately provide RTB House with all necessary documents and information which could have an impact on the outcome of relevant proceedings as well as with assistance in connection with such Claim. RTB House will have full control and authority to investigate, defend and settle such Claim, provided that if any settlement of such Claim requires prior consent of Supply Partner such consent shall not be unreasonably withheld.
- 6.6. The Parties agree that the provisions of this Section 6 reflect a reasonable allocation of risk and that neither Party would enter into the Agreement without the exclusions and limitation of liability set forth herein. Supply Partner furthermore acknowledges and accepts that the Remuneration takes into account the risks involved in the transaction and represents a fair allocation thereof.

## 7. REMUNERATION

- 7.1. All Remuneration shall be paid to Supply Partner by RTB House on the basis of an invoice to be issued by the Supply Partner, in accordance with applicable law, within 7 (seven) days from the end of the calendar month in which RTB House Ads from which such Remuneration was generated were displayed on the

Inventory. The Remuneration shall be paid by RTB House within 45 (forty-five) days from the receipt of a properly issued invoice from the Supply Partner.

- 7.2. In the event the Agreement is terminated by either Party, RTB House shall pay Supply Partner all accrued Remuneration due to Supply Partner for Supply Partner Services provided prior to such termination. Payment shall be made on the basis of an invoice being issued within 7 (seven) days from the end of the month in which the Agreement was terminated, with a 45 (forty-five) day payment deadline and shall include all the remaining Remuneration due to Supply Partner, subject to Section 7.4 below.
- 7.3. Supply Partner is exclusively responsible for providing accurate address and other contact and payment information to RTB House.
- 7.4. RTB House shall not be liable for any payment of the Remuneration which, in its sole determination, is calculated on the basis of or in connection with:
  - 7.4.1. Impressions of or clicks on RTB House Ads generated through any automated, deceptive, fraudulent or other invalid means including without limitation through any Impressions or clicks:
    - i) originating from Supply Partner's IP address(es) or computer(s) under its control;
    - ii) solicited by payment of money or other consideration, false representation, or request for end users of any of the Inventory to click on RTB House Ads;
    - iii) generated through repeated manual clicks, the use of robots, automated programs, query tools or computer-generated search requests; or
  - 7.4.2. RTB House Ads delivered to any End Users whose browsers have JavaScript or cookies or device ID disabled; or
  - 7.4.3. Impressions or clicks co-mingled with a significant number of Impressions or clicks described in Section 7.4.1 above; or
  - 7.4.4. any other breach of the Agreement by Supply Partner.
- 7.5. RTB House is entitled to withhold payments of the Remuneration to Supply Partner due to any of the circumstances set forth in Section 7.4, pending RTB House's reasonable investigation thereof.
- 7.6. Supply Partner undertakes to pay all applicable taxes and charges imposed by any government entity in connection with Supply Partner's provision of Supply Partner Services, including without limitation taxes, withholdings, levies and charges related to Supply Partner's receipt of the Remuneration. The Remuneration as visible in the Panel is a net amount to which VAT should be added in accordance with applicable regulations.
- 7.7. In case Supply Partner is a tax resident of a country different than RTB House, Supply Partner shall deliver to RTB House an original certificate of tax residency in the beginning of each year of the Parties' cooperation. The first certificate shall be delivered within 30 (thirty) days from the conclusion of this Agreement. In case of non-provision of the certificate, all applicable taxes or charges shall be withheld by RTB House.

## 8. INTELLECTUAL PROPERTY RIGHTS

- 8.1. Supply Partner acknowledges that RTB House and RTB House Companies are entitled to all Intellectual Property Rights in and to RTB House Technology, including any documentation related thereto, as well as Intellectual Property Rights in and to RTB House Ads to the extent necessary to fulfil their obligations hereunder and that the aforesaid Intellectual Property Rights will be considered RTB House's Intellectual Property Rights. RTB House acknowledges that Supply Partner is entitled to all Intellectual Property Rights

to the Supply Partner Services and that such Intellectual Property Rights will be considered Supply Partner's Intellectual Property Rights.

- 8.2. Each Party agrees to use the other Party's Intellectual Property Rights solely to the extent expressly set forth in these Terms. Each Party agrees to allow the other Party to use its Intellectual Property Rights solely for the purposes of the other Party performing its obligations under this Agreement.
- 8.3. All RTB House Data can be used by the Supply Partner to process Supply Partner Services and for Supply Partner's internal reporting purposes, subject to Section 11 hereof, but shall not be used for any other commercial activities of the Supply Partner where RTB House is not a co-participant.
- 8.4. Supply Partner authorizes RTB House and RTB House Companies to identify Supply Partner as a partner in general listings of supply partners that RTB House or RTB House Companies may make available on their websites or in promotional or marketing materials. Strictly within the limits of the abovementioned purposes, Supply Partner hereby grants RTB House and RTB House Companies a world-wide, royalty-free license to reproduce and display the images of the Inventory and trademarks representing or used to identify the Inventory.

## 9. PRIVACY

- 9.1. Each Party agrees to comply with all Data Protection Laws. For the avoidance of doubt, the Parties will be considered separate controllers of data collected on the Inventory, both separately determining the purposes and means of processing, in particular the Parties will not be considered joint controllers of such data, nor should the relationship between the Parties be considered a controller-processor relationship.
- 9.2. Each Party agrees to post on its respective website a privacy policy, which, shall comply with the Data Protection Laws. On the Inventory on which Supply Partner Data is collected pursuant to these Terms, Supply Partner shall:
  - 9.2.1. describe the processing of Supply Partner Data by RTB House specifying the categories of Supply Partner Data collected and the following purposes of such processing:
    - i. storing or accessing information on a device,
    - ii. selecting basic ads,
    - iii. selecting personalized ads,
    - iv. measuring ad performance,
    - v. developing and improving RTB House products,
    - vi. ensuring security, preventing fraud and debugging;
  - 9.2.2. obtain consent of an End User to the processing of Supply Partner Data by RTB House for the purposes listed out in Section 9.2.1.i-vi above and document obtained consents as prescribed by the Data Protection Laws, as well as present these documented consents upon RTB House's request;
  - 9.2.3. where applicable, obtain consent of an End User to the transfer of Supply Partner Data to a recipient in a country or territory outside Singapore; and
  - 9.2.4. include on the Inventory a link to RTB House privacy policy ([www.rtbhouse.com/privacy-center/services-privacy-policy](http://www.rtbhouse.com/privacy-center/services-privacy-policy)).
- 9.3. RTB House confirms that its parent company, RTB House S.A., based in Warsaw, Poland, has registered as of the date of execution of these Terms as a vendor with the IAB Transparency & Consent Framework (IAB TCF) and undertakes to comply with policies and technical requirements established by IAB TCF. The End User's consent, referred to in Section 9.2.2 above may be obtained through a Consent Management Provider (CMP) registered with IAB TCF and compliant with IAB TCF policies or through other equivalent mechanism.

- 9.4. By submitting any Personal Data to the other Party, each Party consents to and authorizes, on its own behalf and on behalf of the person to whom the Personal Data relates, the other Party to process the Personal Data for the purpose of fulfilling its obligations under this Agreement. Each Party hereby represents and warrants that it has full authority to give such consent and authorization on behalf of the person(s) to whom the Personal Data relates and shall promptly provide the other Party with evidence of the same if requested.
- 9.5. In the event Supply Partner Data is transferred by RTB House to a recipient in a country or territory outside Singapore, RTB House hereby provides to Supply Partner a written undertaking that the Supply Partner Data transferred outside Singapore will be protected at a standard that is comparable to that under the PDPA. A reasonable summary of the extent to which the Supply Partner Data to be transferred to a country or territory outside Singapore will be protected to a standard comparable to the protection under the PDPA is set out in the RTB House privacy policy at [www.rtbhouse.com/privacy-center/services-privacy-policy](http://www.rtbhouse.com/privacy-center/services-privacy-policy).

## 10. TERM AND TERMINATION

- 10.1. Unless otherwise agreed between the Parties, the Agreement shall be concluded for an indefinite term, entering into force as of the later date of signature on the Insertion Order, and shall continue unless terminated in accordance with the provisions of this Section 10.
- 10.2. Each Party has a right to terminate the Agreement for convenience at any time, upon a 30 (thirty) days' prior notice to the other Party in writing or in electronic form (by sending a scanned copy of a signed document via e-mail or using e-signature).
- 10.3. Each Party has a right to terminate the Agreement with immediate effect upon a notice to the other Party in writing or in electronic form (by sending a scanned copy of a signed document via e-mail or using e-signature):
- 10.3.1. if the other Party fails to cure any breach of any obligation under this Agreement within three (3) Working Days after receipt of notice in writing or in electronic form (by sending a scanned copy of a signed document via e-mail or using e-signature), describing the breach in reasonable detail;
- 10.3.2. in case of the occurrence of Force Majeure event that has continued for a minimum period of 1 (one) month; or
- 10.3.3. if the other Party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction) or a court of competent jurisdiction makes an order to that effect, ceases to carry on its business or substantially the whole of its business, is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.

## 11. CONFIDENTIALITY

- 11.1. The Parties undertake mutually to consider as confidential and not to disclose to any third party without prior consent of the other Party expressed in writing or in electronic form (by sending a scanned copy of a signed document via e-mail or using e-signature), any information received from the other Party, regardless of whether such information has been provided orally, in writing or in another form or substance, and whether such information was actually designated as "confidential", "proprietary" or "secret" or in another way or whether it was not specifically designated at all, including but not limited to technical, technological, organizational or other information of business value, Intellectual Property Rights of the other Party, or any information that a reasonable person familiar with online advertising and Internet use would consider proprietary and confidential, provided by the other Party in any form, including



analyses, studies, summaries or any other files executed by one of the Parties, and also those based on information provided by the other Party and including or reflecting such information (hereinafter referred to as “**Confidential Information**”).

- 11.2. Information which:
- 11.2.1. has been in the public domain before the conclusion of the Agreement or will become publicly available after its conclusion without the fault of any of the Parties or their Authorized Recipients;
  - 11.2.2. has or will become available to a Party or its Authorized Recipients from a source other than the other Party or its Authorized Recipients, provided that the person disclosing such information is not bound by the obligations under a confidentiality clause or agreement with the other Party;
  - 11.2.3. has been held by the Party or its Authorized Recipient before the conclusion of the Agreement, provided that the person disclosing such information was not bound by the obligations under a confidentiality clause or agreement with one of the Parties; or
  - 11.2.4. has been acquired independently of the other Party, as a result of works executed by the Party or its Authorized Recipients without the use of or reliance on Confidential Information;
- shall not constitute Confidential Information.
- 11.3. Each Party may disclose Confidential Information received from the other Party to its Authorized Recipients, provided that such disclosure is made solely and exclusively for the purpose of the performance of this Agreement and that such persons have undertaken to be bound by confidentiality obligations with at least the same scope and standard as those in this Agreement.
- 11.4. The Parties agree not to use Confidential Information to the detriment of the other Party or to use it in any other way not connected with their cooperation.
- 11.5. The confidentiality obligations in this Clause 11 shall not apply to Confidential Information which needs to be disclosed, whether in whole or in part, based on applicable law, judgment or decision issued by the competent court or another judiciary or administrative body or by another authorized body having jurisdiction over the Party requested to disclose such Confidential Information. In such case the Party requested to disclose such Confidential Information shall notify the other Party about such request in writing prior to such disclosure to allow the disclosing Party to take up the defence against such request, unless such notification is contrary to the provisions of the applicable laws and regulations.
- 11.6. Unless otherwise specified in the Agreement, the Parties agree that the fact of their cooperation hereunder shall not be treated as Confidential Information.
- 11.7. The confidentiality obligation referred to in this Section shall be binding on the Parties for the duration of the Agreement and for 3 (three) years after the termination of the same.

## 12. MISCELLANEOUS

- 12.1. Neither Party is authorized to assign their rights or obligations under the Agreement, whether in whole or in part, without the prior consent of the other Party in written form or in electronic form (by sending a scanned copy of a signed document via e-mail or using e-signature). Notwithstanding the foregoing, each Party is authorized to assign its rights or obligations under the Agreement to its Affiliates without prior consent of the other Party.
- 12.2. Should any of the provisions hereof be legally considered as invalid or unenforceable, this will be without impact on the validity or enforceability of the remaining provisions. The invalid/unenforceable provision shall be replaced by another provision with the purpose equivalent or possibly the closest to the purpose of the invalid/unenforceable provision.

- 12.3. RTB House reserves the right to unilaterally modify these Terms at any time. The current version of the Terms is available on RTB House website at <http://www.rtbhouse.com/supply-partner-service-agreement>. Any modification thereof will begin to apply to the relationship between RTB House and Supply Partner 7 (seven) days after RTB House has notified Supply Partner of the modification unless, within those 7 (seven) days, the Supply Partner informs RTB House about its non-consent to the changes and submits a notice of termination of the Agreement pursuant to Section 10.2.
- 12.4. Subject to Section 12.3, any changes to the Agreement can be made only by authorized representatives of the Parties: (a) in written form — by exchange of signed documents; or (b) in electronic form – by exchange of scanned copies of signed documents via e-mail or using e-signature, to the addresses or e-mail addresses indicated in the Insertion Order – in accordance with the relevant provisions of the applicable law.
- 12.5. In the case of any discrepancies between the provisions of the Terms and the Insertion Order, the provisions of the Insertion Order shall prevail.
- 12.6. Unless otherwise specified in the Agreement, the Parties may deliver any notice hereunder in writing, by registered mail, personal delivery or express courier or by e-mail. Any notices hereunder will be delivered to the addresses or e-mail addresses indicated in the Insertion Order.
- 12.7. Any Supply Partner’s proposed press releases, general public announcements, advertising, or other promotional or marketing materials that use RTB House’s name or trademark must be sent to RTB House for its prior approval expressed in writing (or using a qualified e-signature) or in electronic form (by sending a scanned copy of a signed document via e-mail or using e-signature), which shall not be unreasonably withheld.
- 12.8. The Agreement constitutes the complete and entire agreement between the Parties and shall supersede any and all other prior commitments, understandings, agreements, whether in writing or oral. No general terms and conditions or standard contract forms of the Supply Partner shall apply to the relationship between the Parties.
- 12.9. Headings used in these Terms have been added for convenience only and shall not affect their construction or interpretation.
- 12.10. No one other than the Parties and RTB House Companies shall have any right to enforce the provisions of the Agreement, unless agreed otherwise.
- 12.11. No failure or delay by either Party to exercise any right or remedy provided under these Terms or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict further exercise of that or any other right or remedy.
- 12.12. This Agreement and any disputes or claims arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the law of Singapore.
- 12.13. The Parties shall undertake all best endeavours to settle amicably any disputes arising out of or in connection with the Agreement. Should they fail to reach an amicable agreement within 15 (fifteen) days of the receipt by any Party of a notice in respect of any dispute in written form or in electronic form (by sending a scanned copy of a signed document via e-mail) or using e-signature, the Parties agree that the courts of the Republic of Singapore shall have exclusive jurisdiction to settle any such dispute.
- 12.14. These Terms have been drawn up in the English language. They may be translated into other languages, however should any discrepancies arise between the English version and another language version, the English version of the Agreement shall prevail.
- 12.15. Nothing in the Agreement creates any agency, joint venture, partnership, or any other form of joint enterprise, employment, or fiduciary relationship between the Parties. The Supply Partner is an independent contractor pursuant to the Agreement.

12.16. Appendix 1 – RTB House Advertising Guidelines – shall constitute an integral part of the Agreement.

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**APPENDIX 1****RTB HOUSE ADVERTISING GUIDELINES**

1. RTB House is a provider of high-quality services. All business partners of RTB House shall keep the highest standards and quality of their services, as well as complying with the Advertising Guidelines stated herein.
2. RTB House is entitled to verify Supply Partner's compliance with the rules set forth herein.
3. RTB House prohibits the display of RTB House Ads next to any content which promotes the following:
  - 3.1. gambling, Ponzi schemes, Pyramid schemes, Get-rich-quick schemes, free money offers or other similar money-making opportunities which are legally questionable;
  - 3.2. dating sites promoting casual sex or discreet encounters. This does not include regular dating websites that promote love and commitment;
  - 3.3. firearms and weapons;
  - 3.4. harassment or hate speech;
  - 3.5. illegal or legally questionable activity;
  - 3.6. infringing intellectual property rights;
  - 3.7. misleading content;
  - 3.8. nudity, sex or adult content;
  - 3.9. pharmacies, medications and healthcare products and services (including online services);
  - 3.10. political organizations, candidates, political initiatives or events;
  - 3.11. religious content;
  - 3.12. content, language or images which are violent, disrespectful, vulgar or offensive;
  - 3.13. tobacco, alcohol and drugs.
4. RTB House prohibits any content which specifically targets minors under the age of 16 (sixteen).
5. RTB House prohibits the provision of signals in Bid Requests providing RTB House with context about End Users' personal characteristics, including:
  - 5.1. age (age range is acceptable);
  - 5.2. financial status;
  - 5.3. medical/health condition;
  - 5.4. membership or political orientation;
  - 5.5. police record;
  - 5.6. religion or personal belief;
  - 5.7. sex;
  - 5.8. sexual orientation or practices;
  - 5.9. skin colour or ethnic origin.