

TERMS & CONDITIONS

The Terms and Conditions ("**Terms**") are entered into between the client (the "**Client**") and the Teads entity ("**Teads**"), both as identified in the Insertion Order. These Terms and the applicable Insertion Order(s) (or the information entered through the Platform) together form the "**Agreement**". Teads and the Client are together the "**Parties**" and each a "**Party**". The Agreement governs the Client's access to and use of the Platform, and takes effect on the date of last signature or, where no signature is required, the date the Client first accesses the Platform or submits a Campaign ("**Effective Date**").

1. DEFINITIONS & INTERPRETATION

- a. In this Agreement, capitalized terms have the meanings below. Terms used but not defined here have the meaning given elsewhere in this Agreement, in the applicable DPA, or in the applicable Insertion Order.

DEFINED TERM	DEFINITION
“Account”	means the contracting relationship established for the Client with Teads, through which the Client accesses the Platform. The Client's rights, obligations, and liabilities attach at the Account level and bind the Client for all activity in that Account.
“Advertiser”	means the entity whose products, services, or brand are promoted through a Campaign, as identified in the applicable IO. Where the Client is itself the Advertiser, references to each refer to the same entity.
“Affiliate”	any entity that Controls, is Controlled by, or is under common Control with a Party, where “Control” means ownership of more than 50% of the voting interest, or the right to appoint a majority of the governing body.
“Authorized User”	means an individual employed or engaged by the Client (or, with the Client's authorisation, by an Advertiser) who is designated to access the Platform under the Client's Account.
“Campaign”	means an advertising campaign executed on the Platform and displayed on publisher sites in the Teads Network (as defined below), as specified in an IO.
“Client Data”	means data provided by the Client or Advertiser to Teads in connection with the Platform, including audience lists, catalogue data, and first-party data onboarded through an approved data partner. It excludes Creative Assets and data generated by or through the Platform.
“Creative Assets”	means all advertising content and related materials supplied by or for the Client for diffusion through the Platform, including headlines, images, videos, labelling, promotional materials, ads, landing pages, brand elements, logos, and trademarks.
“Documentation”	means Teads' then-current technical documentation, user guides, onboarding materials, ad policies (available at https://www.teads.com/ad-policies/ and https://www.outbrain.com/advertisers/guidelines/), and platform or format specifications, as made available from time to time.
“DPA”	means the Teads Advertiser Data Sharing Agreement available at https://www.teads.com/legal//teads-advertiser-dsa .
“Insertion Order” or “IO”	means an order between the Client and Teads under this Agreement, entered into with the Teads entity identified in that IO, setting out the terms of a Campaign, including Advertiser identity, budget, targeting, and flight dates.
“Inventory”	means the advertising inventory available through the Platform across the network of publishers and media partners of Teads and its Affiliates (the “Teads Network”).
“Measurement Data”	means data measured and recorded by Teads through the Platform on the delivery and performance of Campaigns, as defined in the Platform.
“Network Partners”	means the publishers and media partners in the Teads Network.

"Platform(s)"	means Teads' proprietary technology platforms through which the Client accesses the Services, comprising Amplify and Teads Ad Manager (TAM).
"Services"	means the advertising services provided by Teads (including Campaign setup, delivery, optimization, measurement and reporting), as described in the applicable IO.
"Teads Data"	means all data generated or collected by Teads through operation of the Platform and the Teads Network that is not Client Data, including Measurement Data, aggregated performance data, inventory and yield data, contextual signals, and Teads' proprietary audience models. Teads Data is owned exclusively by Teads.

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1. Each IO is entered into between the Client and the Teads entity named in that IO. Each contracting party is solely responsible for its own obligations under that IO, and no liability shall aggregate to, or be enforceable against, any non-contracting entity or Affiliate on either side. Where Campaigns are delivered by a Teads Affiliate pursuant to an IO, the contracting entity on the applicable IO remains responsible to the Client for those Campaigns in accordance with this Agreement, and the involvement of an Affiliate does not create any separate contract between the Client and that Affiliate.

1. ACCOUNTS & CREDENTIALS

- a. Teads provisions the Client's Account on the Platform. The Client may hold separate platform credentials for Amplify and TAM, each governed by this Agreement. The Client provides and keeps all registration information for its Account up-to-date.
- b. The Client designates its Authorized Users and their permission levels and is responsible for user management, including Authorized Users compliance with the terms of this Agreement and revoking access when a user's authorization ends. Authorized Users are authorized to act on the Client's behalf and to bind the Client, including by creating, modifying, launching, and committing budgets to Campaigns directly through the Platform, and the Client remains fully liable for all resulting fees. Teads is entitled to rely on any instruction or action taken through the Platform as duly authorized by the Client without further verification.
- c. The Client shall keep all credentials and authentication mechanisms confidential, share them only with Authorized Users, use commercially reasonable security, promptly revoke access for any user whose authorization ends, notify Teads without undue delay of any suspected compromise, and is fully liable for activity conducted using its credentials. Teads is not liable for unauthorized credential use.
- d. If no Campaign occurs for 6 consecutive months, Teads may, on 30 days' notice, suspend the Account and, if inactivity reaches 9 months, terminate under Section 12. On reactivation Teads restores access and, where available, historical data.
- e. Where the Client is an agency, the Client holds the Account, is the administrator of the Account (including access and reporting). Teads provides data and reporting to the Client, and the Client is responsible for any onward sharing with its Advertisers, except where the law or a data-subject or regulatory request requires otherwise. The Client is solely responsible for how it configures access to, and shares data within, its Account, including any sharing of one Advertiser's data with another. The processing of personal data is governed by the DPA, and the Client's use of data through the Platform dashboard is subject to the [Business Partner Privacy Policy](#). Teads is not liable for the Client's configuration, data usage, or sharing decisions.
- f. The Client is responsible for payment, compliance, and adherence to the Documentation and ad policies. The Client shall provide Teads with each Advertiser's legal name, address, and registration and tax identifiers,

and pass on Teads' invoices where the law requires. The Client contracts as principal and is responsible for activity through its Account and for compliance with this Agreement and applicable law.

2. PLATFORM ACCESS

- a. Teads provides the Services through the Platforms (as applicable). Teads may introduce, modify, or deprecate features of the Platform(s) at any time.
- b. Campaigns may be self-managed by the Client or managed by Teads, as specified in the IO or the Platform. Where Teads manages a Campaign, it does so in accordance with the IO, using reasonable professional judgment. Regardless of how a Campaign is managed, and of any input, recommendation or optimisation from Teads, the Client remains solely responsible for all Campaigns, Creative Assets, targeting choices and activity under its Account, and for all resulting fees. Where the Client requires Teads to operate from its Seat ID, the Client appoints Teads as its proxy on that Seat ID to perform the Services in accordance with the IO.
- c. Teads grants the Client a non-exclusive, non-transferable, revocable license to access and use the Platform during the Term, solely to manage Campaigns under this Agreement and the IOs. The license is limited to the Client and its Authorized Users and is conditional on compliance with this Agreement. The Client shall not, and shall ensure its Authorized Users do not, sublicense or resell the Platform, copy it or create derivative works of it, reverse engineer it, remove proprietary notices, exceed rate limits or extract data in bulk for unrelated purposes, or claim any ownership in Teads technology. The license includes the right to use, copy, and internally distribute Measurement Data, reporting outputs, and dashboard data for the Client's internal management and evaluation of Campaigns, and, where the Client is an agency, to share them with the relevant Advertiser, but not to redistribute them to other third parties. Access to such data is through the Platform while the Account is active, and Teads has no obligation to export or port it.
- d. Teads reserves the right to suspend or terminate the Services, access to the Platform, or any Account or active Campaign, in whole or in part, at any time with immediate effect and without prior notice, at Teads' sole discretion, including where: (i) the Client fails to pay any amounts when due; (ii) Teads reasonably believes the Client, its Authorized Users, or Advertisers have violated this Agreement or the Documentation; (iii) Creative Assets or Campaign activity is fraudulent, unlawful, misleading, or exposes Teads, its Affiliates, or the Teads Network to technical, operational, legal, or reputational risk; (iv) required by applicable law, court order, or regulatory authority; or (v) the Client's use poses a security threat or integrity risk to the Platform. Any suspension or termination under this Section shall not relieve the Client of its obligation to pay all amounts accrued for delivery executed prior to such action.

3. CAMPAIGN EXECUTION

- a. Campaigns are governed by IOs, executed by the Parties, or entered into upon the Client's Platform submission or campaign activation within the Platform. An IO becomes effective upon execution; however, accessing the Platform, submitting or launching any Campaign constitutes full and binding acceptance of this Agreement. Each IO specifies, at minimum: advertiser identity, buying model and unit pricing, budget (excluding taxes) and currency, start and end dates, territory. Each IO is entered under and governed by this Agreement, incorporates its terms and fixes the commercial terms for that Campaign (including buying model, pricing, and management model) as at its effective date. Each IO is entered into between the Client and the Teads entity named in it, which is solely responsible for its own obligations under that IO. No liability aggregates to, or is enforceable against, any other Teads entity or Affiliate on either side, and the involvement of an Affiliate in delivery does not create a separate contract between the Client and that Affiliate.
- b. The Client is solely responsible for all Creative Assets, targeting choices, and promotional materials, including any elements created, adapted, optimized, or displayed using Teads tools, services, or advice

(including platform features and recommendations from Teads personnel). The Client shall review, verify, and approve them against applicable law and the Documentation before and during delivery, and request modification or removal where necessary. Further, the Client warrants that any Creative Assets created or modified using artificial intelligence ("**AI-Generated Content**") have undergone human review as appropriate to ensure they are accurate, lawful, suitable for their intended use, and fully compliant with all applicable AI labeling, disclosure, and transparency requirements. Teads has no obligation to monitor or pre-screen Creative Assets but may, on becoming aware, reject or remove assets that fail the specifications in the Documentation, violate ad policies, are unlawful or misleading, or pose reputational, legal, or technical risk (without prejudice to Section 3.4). Rejection or removal does not relieve the Client of any budget commitment or of fees for delivery already made. Teads' acceptance of an asset, or failure to reject it, confirms technical compatibility only. It is not a warranty, an assumption of liability, or a waiver of any right, including the right to remove assets later found non-compliant.

- c. Teads has sole discretion over allocation across the Inventory to achieve the IO's objectives. Campaigns are delivered through the relevant Platform's associated Inventory and optimization logic, and Teads may perform routine operational, technical, and performance optimizations on the Client's behalf. Unless the IO states otherwise, Teads guarantees no specific placement, volume, audience, or share of voice, and does not guarantee that the budget set out in an IO will be reached or that any volume of impressions, clicks, views, or conversions will be delivered. Teads does not warrant the quality, audience, or performance of any supply inventory, publisher, or third-party ad network. Teads may prioritize between clients, and Creative Assets may be displayed next to those of the Client's direct or indirect competitors. Where a Campaign delivers below budget, the Client's remedies are to adjust Campaign parameters, request optimization changes, extend the end date, or pay only for delivery accrued; Teads is not otherwise liable for under-delivery. The Client may modify active Campaigns through the Platform at any time and is responsible for the impact. Teads may modify Campaign parameters per the Client's instructions, to comply with law, or to address a material technical issue. The Client bears the costs of modifications it initiates or that Teads makes on its instructions. Teads' guidance, suggestions, or recommendations regarding Creative Assets, targeting, or optimization are informational only and carry no warranty of performance, accuracy, or legal compliance.
- d. If agreed in the IO or the Platform, a Teads Ad Manager (TAM) Campaign may be delivered, in whole or in part, on the Inventory associated with Teads Amplify (and vice versa) ("**Cross-Network Delivery**"). Where a Campaign is delivered across both Amplify and TAM inventory, each portion is delivered and invoiced by the Teads entity operating the relevant inventory. Billing, measurement, and liability attach to the delivering entity for its portion.
- e. Certain Campaigns may be delivered, in whole or in part, on third-party platforms or inventory sources over which Teads has no operational control of delivery, targeting, or measurement (including generative-AI platforms or video platforms such as YouTube) ("**Third-Party Platform Inventory**"). Where a Campaign uses Third-Party Platform Inventory: (i) delivery, formatting, placement, and optimization are controlled by that platform and subject to its own policies and availability; (ii) Teads may not measure delivery on that inventory and does not warrant any performance metric for it; (iii) Section 5 does not apply to that inventory; (iv) Teads bills the amounts the third-party platform invoices it, plus any agreed fee, and that platform's figures are conclusive for charges; (v) Teads does not guarantee any spend allocation, delivery volume, or result on that inventory, and is not liable for the third-party platform's acts, omissions, measurement, or non-delivery; and (vi) the Client's Creative Assets and data are subject to all applicable third-party platform terms, and the Client remains solely responsible for verifying and ensuring full compliance with any such terms.
- f. Teads deploys reasonable efforts to maintain brand-safety standards across the Teads Network, in line with industry practice and the technical specifications set forth in the Documentation. The Client is solely responsible for ensuring that all Creative Assets and campaign settings comply with Teads' Documentation.

The Client may provide a campaign-specific blocklist before launch (blocklists submitted after launch are not retroactive). Where assets are shown outside the Client's blocklist or exclusions, the Client shall notify Teads promptly with evidence. The Client may, at its cost, use third-party verification tools approved by Teads in writing.

4. MEASUREMENT, REPORTING & VERIFICATION

- a. Teads measures all Campaign delivery metrics through its proprietary technology, which is the sole basis for billing, invoicing, and reporting. Client can access delivery metrics through the Platform. The final monthly reports (which may differ from the daily reports) will provide the conclusive basis for Client's calculation of amounts owed by Client. Client may submit their own Teads-compatible tracker. If there is a 10% discrepancy or more between Teads' numbers and Client's verified third-party numbers, then the parties agree to work in good faith to identify the correct amount to be paid to Teads. If the discrepancy is less than 10%, Teads' numbers shall be conclusive. Client must submit notice of a discrepancy within fourteen (14) days of invoice date. The Client accepts that third parties may generate fraudulent or improper impressions, clicks, or other actions affecting charges. Teads applies invalid-traffic filtration and has no other liability for such third-party activity.
- b. The Client may, at its cost, implement third-party verification tags from vendors approved by Teads. The Client warrants it has the rights and lawful basis for any measurement partner or data it uses.

5. COMMERCIAL TERMS

- a. Campaigns are priced on the buying model specified in the IO and available in the Platform. Platform fees are integrated into media billing rates or charged as a percentage of delivered gross media budget, as set out in the Agreement or the IO. The Client is solely responsible for any fees charged by third-party services used in connection with its Campaigns (including trackers, verification, and measurement tools); Teads will not cover, credit, or reimburse such costs. For billing and measurement purposes: (a) CPC (cost-per-click): one user-initiated click on the Creative Asset resulting in a redirect to the destination URL, after filtration of invalid and accidental clicks. provided that, if applicable, CPC may not be less than Company's minimum CPC, and where Customer utilizes automatic bidding, Customer grants Company the right to set and modify CPC within configured parameters; (b) CPM (cost-per-thousand impressions): one thousand impressions served, measured in accordance with MRC impression-counting guidelines, after filtration of invalid traffic; (c) CPCv (cost-per-completed view): one completed video view, meaning at least fifty percent (50%) of the video Creative Asset is in the viewable area continuously from start to end; (d) vCPM (cost-per-thousand viewable impressions): one thousand viewable impressions, meaning at least fifty percent (50%) of the Creative Asset's pixels are in the viewable area continuously for at least one (1) second for display and native formats, or two (2) seconds for video, in accordance with MRC/IAB viewability guidelines. Where viewability cannot be measured due to technical limitations of the environment, billing operates on a served-impression basis; (e) CPA (cost-per-acquisition): one specified post-click or post-view conversion event (such as a form completion, application download, or purchase) tracked via the Teads tracking pixel or an approved third-party tracker; and (f) Custom: any other pricing model agreed in the IO, which defines the billable event, the counting methodology, and the rate. Teads' measurement is the sole basis for billing, subject to Section 5. The Client may increase or decrease its budget through the Platform or by a signed amendment to the IO.
- b. Teads invoices the Client monthly in arrears, unless otherwise agreed. Campaigns may be invoiced by the Teads entity delivering the Campaign, and where Campaigns are delivered in more than one territory the Client may receive multiple invoices, in different currencies, from different Teads entities. Teads retains the right, in its sole discretion, to request prepayment from Client. Where the amount to be invoiced for a billing period is less than USD 100 (or the equivalent in the applicable billing currency), Teads may carry that

amount forward to the following month's invoice. Where applicable law or the Advertiser's mandate requires, Teads may invoice the Advertiser directly using the details provided by the Client. Teads is not responsible for uploading reports or invoices to any third-party platform, or for sending documents to contacts other than those in the Client's Account.

- c. The Client shall pay undisputed invoices within thirty (30) calendar days of the invoice date by electronic transfer, without unauthorised cross-border tax deductions or set-off. Where the Client is an agency, it acts as primary principal obligor, and the payment obligation is independent of any collection from the underlying Advertiser, except where the Advertiser is invoiced directly under applicable law. Overdue amounts accrue interest at the lesser of 1.5% per month or the maximum statutory rate from the date of default until payment. Teads may suspend or terminate the Client's use of the Services until all amounts due are paid, and may recover all costs of collection, including collection agency fees, reasonable legal fees, and court costs. Teads may investigate the Client's credit record, and the Client shall provide such financial information as Teads reasonably requires for the continued extension of credit. Teads may share billing and payment information with service providers acting on its behalf solely to perform credit checks, effect payment, collect debts, or service the Account. Teads may extend, revise, or revoke credit at any time, and may require immediate payment of any balance exceeding the Client's credit limit or past the payment terms.
- d. Any invoice, or any part of an invoice, not disputed in good faith within 14 days of issuance is deemed accepted, final, and payable in full, and the Client waives any right to dispute, withhold, set off, or reclaim it thereafter.
- e. Fees are exclusive of VAT and other applicable taxes, which the Client pays in addition. Teads may charge applicable taxes in addition to the fees.

6. INTELLECTUAL PROPERTY

- a. Teads (or its licensors) owns all intellectual property in the Platform (software, code, algorithms, data and machine-learning models, APIs, and interfaces), the Documentation, the Services, the Teads Network, Teads Data, and all improvements, regardless of whether informed by Client feedback or Campaign data. The Client assigns to Teads all rights in any feedback on the Platform or Services, which Teads may use for any purpose without obligation. Nothing in this Agreement transfers any of these to the Client beyond the express licenses, and no implied license arises.
- b. The Client (or its licensors) owns all intellectual property in Creative Assets and Client Data, and Teads hereby assigns to the Client (or the Advertiser), to the extent it holds them and subject to third-party license terms, the rights necessary to use them in Campaigns, excluding the Platform and Teads technology. Teads' rights are limited to the licenses below and, as to personal data, the DPA.
- c. The Client grants Teads (and its Affiliates involved in delivery) a worldwide, royalty-free, non-exclusive, non-transferable license to use, reproduce, display, transmit, reformat, and technically adapt Creative Assets solely as necessary to deliver Campaigns, perform optimization, measurement, and reporting, carry out technical processing (transcoding, resizing, caching) for cross-device delivery, and meet Teads' obligations (including brand-safety and ad-policy review). This license runs for the Term of the Agreement. The Client also grants Teads (and its Affiliates involved in delivery) a worldwide, royalty-free, non-exclusive license to use Client Data to deliver Campaigns and for the other purposes set out in Section 8 and the DPA. In addition, the Client grants Teads a non-exclusive, royalty-free license to use the Client's and Advertiser's names, logos, and trademarks in Teads' client lists and marketing materials, limited to factual references and representative format examples. Neither Party shall issue press releases or general public announcements about this Agreement without the other's written consent, and the Client shall not use Teads' name, logo, or trademarks without Teads' prior written consent.

7. DATA RIGHTS & USAGE

- a. Each Party shall process the other's data only for purposes permitted under this Agreement, the DPA, and the IOs. The processing of personal data in connection with the Services is governed by the DPA, which is incorporated into this Agreement. In the DPA, "Company" means Teads, "Customer" means the Client, "Terms" means these Terms (and any master services agreement incorporating them), and "Insertion Order" includes information entered through the Platform. The law governing the DPA is the law that governs this Agreement under Section 14.

8. WARRANTIES

- a. Each Party represents and warrants to the other that: (i) it has all necessary rights and authority to enter into the Agreement and grant the rights and licenses under it; (ii) it shall comply with applicable laws and industry self-regulatory rules; and (iii) the execution or acceptance of the Agreement (including the IO), and the performance of its obligations under it, do not and will not violate any agreement to which it is bound.
- b. The Client represents and warrants that: (i) the Creative Assets (including headlines, images, videos, and landing pages) do not violate any applicable law or industry self-regulatory rule in any territory where the Campaigns run and will not contain any material that is harmful, abusive, obscene, threatening, or defamatory; (ii) it has all necessary rights, licenses, and clearances to grant the rights granted herein, including for Teads to use, host, cache, route, store, copy, modify, distribute, reformat, reproduce, publish, display, and transmit the Creative Assets; (iii) the Creative Assets do not infringe any third party's intellectual property rights; (iv) it will not provide Creative Assets targeted to children under the age of eighteen (18); (v) the Creative Assets meet the technical specifications and comply with the content guidelines in the Documentation, including Teads' [advertising guidelines](#) as updated from time to time; (vi) the Creative Assets shall not (a) redirect to a destination other than as originally submitted to the Services, or (b) be substantively different from the Creative Assets originally submitted; (vii) it will not use the Services in a manner that provides an unintended advantage or interferes with their integrity or performance; (viii) if using the Platform's dashboard, it will adhere to any rules of use determined by Teads (e.g. not using source bidding to whitelist any particular Teads Network source); (ix) it is not subject to, nor owned or controlled by any person subject to, sanctions or export control restrictions imposed under U.S. law or the laws of any other jurisdiction applicable to the performance of the Agreement, and will not take any action that could result in such restrictions or penalties being imposed on Teads; and (x) all information provided to Teads is true, correct, and accurate.
- c. Where the Client acts on behalf of one or more Advertisers, the Client represents and warrants that it is each Advertiser's authorized agent, with legal authority under a written agreement to enter into this Agreement, to make all decisions and take all actions relating to that Advertiser's Campaigns, and to provide that Advertiser's data (including personal data) to Teads, and shall provide written evidence of that authority to Teads on request (including, where required by applicable law, an attestation de mandat).
- d. No conditions, warranties, or other terms apply to any Teads services supplied by Teads under this Agreement unless expressly set out in this Agreement. No implied conditions, warranties or other terms apply (including without limitation any implied terms as to satisfactory quality, fitness for purpose or conformance with description or any warranties arising from a course of dealing, usage or trade practice or regarding the performance or success of any campaigns made by it on behalf of Client or that the Services will operate uninterrupted, secure or error free).

9. INDEMNIFICATION

- a. Each Party shall defend, indemnify and hold harmless the other and its respective agents, Affiliates, subsidiaries, directors, officers, employees, contractors, and Network Partners (as applicable), against any

and all third-party claims, and resulting losses, damages, costs, and reasonable legal fees, arising from the breach of such Party's representations and warranties under this Agreement.

- b. In connection with any such claim: (i) the indemnified Party shall provide prompt written notice to the indemnifying Party of any such claim (provided that the failure to provide such prompt notice shall not relieve the indemnifying Party of its indemnification obligations in the Agreement, except to the extent it has been damaged thereby); (ii) the indemnifying Party shall have sole control of the defense or settlement of the claim (provided that the indemnifying Party may not enter into any settlement that may adversely affect the rights or obligations of the indemnified Party without the indemnified Party's prior written consent); (iii) at the indemnifying Party's request and expense, the indemnified Party cooperating in the investigation and defense of such claim; and (iv) the indemnified Party shall have the right to participate in its defense with counsel of its own choosing at the indemnified Party's expense.

10. LIMITATION OF LIABILITY

- a. Nothing in the Agreement excludes or limits either Party's liability: (i) for death or personal injury resulting from the negligence of either Party or their servants, agents or employees; (ii) for fraud or fraudulent misrepresentation; (iii) for anything which cannot be excluded or limited by law.
- b. Except with respect to claims arising from the indemnity obligations in Section 10, a breach of Section 13 (Confidentiality), and/or non-payment of fees owed, the maximum aggregate liability of either Party and its directors, officers, employees, Network Partners, vendors or agents arising from any event or series of connected events under or related in any way to this Agreement or its implementation shall be limited to the greater of: (i) USD 50,000 (or the equivalent in the billing currency); and (ii) 100% of the fees paid or payable by the Client under the Agreement in the 12 months immediately preceding the month in which the event (or first in a series of connected events) occurred. The Client acknowledges that the fees reflect, and that this Section 11 is a fair allocation of, the risks of this Agreement.
- c. In no event shall either party be liable for: (i) loss of revenues; (ii) loss of profits; (iii) loss of contracts; (iv) loss of business or anticipated savings; (v) loss of data; (vi) loss of goodwill or reputation; or (vii) for any consequential, special or indirect losses whether or not such losses were within the contemplation of the parties at the date of this Agreement, suffered or incurred by that party arising out of or in connection with the provisions of, or any matter under, this Agreement.
- d. Neither Party is liable for any delay or failure to perform its obligations (other than payment obligations) to the extent caused by events beyond its reasonable control, including acts of God, war, terrorism, civil unrest, pandemic, governmental action, labor disputes, failure of utilities, telecommunications, internet, or third-party platforms or networks, or cyber-attack. The affected Party shall notify the other promptly and use reasonable efforts to resume performance. If the event continues for more than thirty (30) days, either Party may terminate the affected IO on written notice without liability, and the Client remains liable for fees accrued up to the termination date.

11. TERM & TERMINATION

- a. This Agreement takes effect on the Effective Date and continues in effect for as long as there is an active Campaign or IO, unless earlier terminated in accordance with this Section 12 (the "**Term**"). Where these Terms are incorporated directly into or linked from an Insertion Order, this Agreement governs each such Insertion Order and continues until the completion, expiration, or termination of all applicable Campaigns. The Terms shall apply to all subsequent Campaigns or IOs. Either Party may terminate an IO for convenience on 2 business days' written notice to the other Party, or with immediate effect by the Client through the Platform. The Client remains liable for all fees accrued up to and including the effective date of termination.

- b. Either Party may terminate immediately on written notice if the other commits a material breach that, where curable, is not cured within 15 days of notice. Either Party may also terminate immediately if the other becomes insolvent, enters liquidation, administration, or receivership, or in accordance with Section 11.4 (Force Majeure).
- c. During any notice period, active IOs continue per their terms unless the terminating Party directs otherwise, continued delivery is impracticable or unlawful, or the Parties agree to an accelerated wind-down. On termination or expiry, active Campaigns cease delivery by the effective date unless otherwise agreed by the Parties.
- d. Expiration or termination does not affect accrued rights or liabilities. The following survive termination or expiry to the extent necessary: Sections 1, 2.3, 2.6, 4.2, 4.3, 5, 6, 7, 8, 9, 10, 11, 12.4, 13, and 14, and any provision that by its nature is intended to survive.

12. CONFIDENTIALITY

- a. **“Confidential Information”** means non-public information disclosed by one Party (**“Disclosing Party”**) to the other (**“Receiving Party”**) that is marked confidential, disclosed under circumstances implying confidentiality, or reasonably considered confidential by nature, excluding information the Receiving Party proves was already lawfully known, publicly available without breach, independently developed without using Confidential Information, or rightfully received from a third party without restriction. The Receiving Party shall protect Confidential Information using reasonable care, use it solely to perform obligations or exercise rights under this Agreement, and limit access to its personnel, Affiliates, contractors, and advisors with a need to know who are bound by at least equally protective terms, remaining liable for their compliance. Compelled disclosure under law, court order, or regulatory authority is permitted, provided the Receiving Party gives prompt written notice (where lawful), discloses only the required minimum, and reasonably cooperates at the Disclosing Party’s cost to seek protective treatment. These obligations survive for three (3) years post-termination, provided trade secrets remain protected as long as qualified under law and personal data remains protected under applicable data protection law. Within thirty (30) days of termination or written request, the Receiving Party shall return or destroy all Confidential Information and certify completion upon request, excluding copies retained in routine back-ups, required for legal compliance, needed to enforce surviving rights, or comprising data owned by Teads or processed under Section 8.

13. GENERAL PROVISIONS

- a. In any conflict between the documents forming this Agreement, the following order of precedence applies: (i) the DPA, in respect of the processing of personal data and matters of data-protection compliance; (ii) these Terms, including the Schedule(s); (iii) applicable IOs (or the information entered through the Platform); and (iv) the Documentation. The terms of this Agreement prevail over any purchase terms, policies, or standard terms of the Client, regardless of when communicated, except where a fully executed agreement explicitly deviates from specific provisions of this Agreement by express reference to them.
- b. This Agreement may be amended only by a written instrument executed by an authorised representative of each Party. Teads may update the Documentation at any time, giving reasonable advance notice of material changes; continued use of the Platform constitutes acceptance.
- c. The Client shall not assign or otherwise deal with this Agreement or any rights or obligations under it without Teads’ prior written consent, and any purported assignment in breach is void. Teads may assign to an Affiliate without consent (notifying the Client within 30 days, the assignee assuming Teads’ obligations) and to a non-Affiliate with the Client’s consent, not to be unreasonably withheld. On a change of control of the Client, the Client shall notify Teads within 30 days, and Teads may, within 60 days, terminate on 30 days’ notice if the change results in control by a direct competitor of Teads.

- d. Formal notices shall be in writing and sent by email to the contacts in the IO and, where the notice concerns a particular Platform, to Teads' legal department at: legal@teads.com. An email notice is deemed received on the business day of sending if sent before 17:00 in the recipient's local time on a business day, otherwise on the next business day. IOs, and any modification of them, may be executed or sent electronically.
- e. This Agreement is the entire agreement between the Parties on its subject matter and supersedes all prior understandings. If any provision is held invalid, the remainder continues in effect and the Parties shall agree a valid replacement achieving the same intent. No failure or delay in exercising a right operates as a waiver, and exercising a right in part does not prevent exercising it again. This Agreement confers no rights on any person who is not a Party.
- f. If the Teads entity entering into the Agreement or IO is: Outbrain UK Limited, Teads France SAS, Teads Deutschland GmbH, Teads Limited, Teads Italia srl, Teads NL B.V., Teads Poland sp. z.o.o., Teads Spain SL, Teads Studio SRL, or Teads Schweiz GmbH, then this Agreement is governed by, and construed in accordance with, the laws of England and Wales, and the Parties submit to the exclusive jurisdiction of the courts of London, England for all disputes arising out of or in connection with this Agreement.
- g. If the Teads entity entering into the Agreement or IO is: Teads Holding Co., Teads Inc., Teads LATAM LLC, Teads Canada ULC, Teads Mexico SA de CV, Teads Chile Spa, Teads Colombia SAS, Teads Perú S.A.C., Teads Argentina SA, Teads Australia Pty Ltd, Teads Australia Pty Ltd (NZ Branch), Teads Hong Kong Limited, Teads Singapore Pte Ltd, Teads Japan K.K., Teads Taiwan Co Ltd., and TEADS SOUTH AFRICA (PTY) LIMITED, then this Agreement is governed by, and construed in accordance with, the laws of New York (USA), and the Parties submit to the exclusive jurisdiction of the courts of New York for all disputes arising out of or in connection with this Agreement.
- h. If the Teads entity entering into the Agreement or IO is: Teads Brasil Solucoes Em Propaganda e Video Ltda, Korea Teads Ltd., Teads Middle East FZ-LLC, Teads Arabia for Advertising, PT Teads Indonesia Advertising, or Teads India Advertising Pvt Ltd, then this Agreement and/or the applicable IO is governed by the laws of the State of New York, United States of America. Any dispute arising out of or in connection with this Agreement or such IO, including any question regarding its existence, validity, or termination, shall be referred to and finally resolved by arbitration under the Rules of Arbitration of the International Chamber of Commerce. The seat of arbitration shall be New York (USA). The tribunal shall consist of a sole arbitrator, unless the amount in dispute exceeds one million US dollars (USD 1,000,000), in which case three arbitrators. The language of the arbitration shall be English. The award shall be final and binding and may be enforced in any court of competent jurisdiction.