

MiQ Digital USA, Inc.
Political Advertising Terms and Conditions

These Terms ("Terms") form a part of and are binding upon any party (hereinafter "Client") that enters into an agreement with MiQ Digital USA Inc. ("MiQ"), whether by an insertion order or any other agreement that incorporates these Terms by reference or has these Terms attached thereto (the "Agreement"), as of the effective date of such Agreement. Each of MiQ and Client may be referred to herein as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, the Parties have entered into the Agreement pursuant to which MiQ will provide certain political advertising services on behalf of Client and wish to provide for additional terms and conditions with respect to such political advertising services, as set forth herein

WHEREAS, the Parties do not intend this Terms to impact any of the other rights, obligations, or commitments of the Parties set forth in the Agreement, except as set forth in this Terms.

NOW, THEREFORE, in consideration of these premises and the mutual promises contained herein, the Parties to this Terms to hereby agree as follows:

1. Definitions.

- a. "Political Ad" is an advertisement for a political candidate, ballot measure, or other election issue.
- b. "Political Advertising Laws" are any requirement, law, regulation or rules including, without limitation, any election advertising notice, reporting, records retention and disclosure laws whether Federal, state or local and any self-regulatory guidelines (including, without limitation, the NAI Code of Conduct and the DAA Self-Regulatory Principles for Political Advertising).
- c. "Political Campaign Information" is information related to a Political Ad. Political Campaign Information may include the name and address of the advertiser, the name of the entity paying for the Political Ad, the duration of the campaign, the aggregate audience size, evidence of necessary licenses, and the creatives.
- d. "Political License" is any license, certification, registration, authorization, or any other permission required by law for the serving of any Political Ads.

2. Client shall provide Political Campaign Information as requested by MiQ. Client represents and warrants that all Political Campaign Information provided shall be true and accurate.

3. If required by law, Client shall have and maintain a valid Political License and all Political Ads will comply with the terms of any such applicable Political License. If a Political License is terminated, suspended or amended in any material way, Client will immediately inform MiQ.

4. Client agrees that it shall be solely responsible for complying Political Advertising Laws applicable to the Client and/or the advertising to be placed by MiQ on behalf of Client, pursuant to the Agreement. Without limiting the foregoing, Client shall be solely responsible ensuring that (i) the relevant advertising copy placed by MiQ on Client's behalf complies with all applicable laws with respect to attribution (e.g., "Paid for by" and California's DISCLOSE Act requirements), and (ii) Client complies with all reporting and disclosure obligations imposed on Client pursuant to applicable laws. Client shall immediately inform MiQ if it is subject of any investigation related to its Political Ads by any governmental authority or any self-regulatory organization.

5. MiQ reserves the right to review Client's compliance with these Terms and Client agrees to provide MiQ with cooperation during any such review. MiQ may suspend a Client's Political Ad campaign at any time in its sole discretion.

6. Client further represents and warrants that:

- a. Any data provided to MiQ in connection with the services shall consist solely of users residing in the United States;
- b. The advertiser or Client has paid, or will pay, for all Political Ads with funds from financial institutions in the United States.
- c. The purchaser of Political Ads is not a foreign national as defined in 52 U.S. Code §30121(b)

7. Notwithstanding anything to the contrary set forth in the Agreement, Client acknowledges that MiQ's vendors, service providers, contractors and agents, including but not limited to DSPs used to serve digital advertising, may retain and disclose Political Campaign Information including, but not limited to creatives, spend amount, and the name and address of the entity paying for the Political Ad. The Parties do hereby agree that any confidentiality requirements set forth in the Agreement shall not apply to disclosures required pursuant to Political Advertising Laws, including without limitation, (i) any requirement MiQ, or its vendors, service providers, contractors and agents has to make records related to the advertising placed pursuant to the Agreement available for public inspection, including without limitation, records related to where and when such advertising is placed, the prices paid for such advertising, the party that paid for such advertising and other relevant records and (ii) any direct reporting required of MiQ to any government entity pursuant to Political Advertising Laws.

8. Notwithstanding anything to the contrary in the Agreement, Client agrees to indemnify and hold harmless MiQ, its directors, officers, employees and agents from and against any and all third-party claims and liabilities (including reasonable attorney's fees) arising or related to any breach of Client's obligations pursuant to these Terms, including MiQ's inability to comply with applicable Political Advertising Laws. Client further agrees that Client's liability for breach of this Terms, including the indemnity obligations of this Section 7 shall not be subject to any restriction and/or limitation, notwithstanding anything in the Agreement to the contrary.