



Platform Agreement Publisher

Concerning the Media Futures Market Platform

Parties

1. **Media Futures Market B.V.**, a private company with limited liability incorporated under Dutch law (*besloten vennootschap met beperkte aansprakelijkheid*), having its registered seat in Amsterdam, and having its registered office at Boompjes 40, 3011 XB Rotterdam, registered with the Dutch trade register number 80800475 (hereafter: **Media Futures Market**);
and
2. **Publisher**, a legal entity that enters into this agreement, by means of the onboarding process on the Platform, as will be further defined in the below.

The parties under 1 and 2 collectively referred to as the **Parties** and each individually a **Party**.

Recitals

- A. Media Futures Market B.V. (Media Futures Market) is a tech company that connects advertisers and publishers to buy and sell Advertisement Products in various media segments: Video, Display, Audio, Out of Home, Print and Social Media.
- B. Embracing transparency, Media Futures Market has developed an independent online platform (the **Platform**) on which Advertisement Products, that are offered by Publishers, can be purchased directly by Advertisers. Furthermore, the Platform provides a personal real-time dashboard for the Publisher to create, categorise and manage Advertisement Products which are offered in a customisable storefront that is uniquely created for each Publisher. Advertisers are able to discover, view and purchase these Advertising Products. Next to that, Advertisers can keep track of their purchases in their own dashboard (collectively: our **Services**).
- C. Publisher wishes to make use of the Services. In this respect, Media Futures Market and Publisher concluded a quotation (attached as **Annex I**) and now wish to enter into this platform agreement, that qualifies as an agreement for services in accordance with article 7:400 Dutch Civil Code (*Burgerlijk Wetboek*) (the "**Agreement**").

Agreement

1. **Content and duration of the Agreement**



- 1.1. Publisher hereby assigns Media Futures Market to provide the Services under this Agreement.
- 1.2. This Agreement shall come into force and effect at the moment that Publisher has ticked all the boxes in the onboarding process and has confirmed its choices, and after Media Futures Market has confirmed the onboarding of Publisher in written and/or has provided Publisher access to the Platform and shall continue in force for an indefinite period of time, unless terminated by Media Future Markets in accordance with clause 6 and/or by either Party giving to the other Party not less than one (1) month written notice during the first year, two (2) months written notice during the second year and three (3) months written notice thereafter.
- 1.3. Media Futures Market provides the Platform and all related functionalities available to the Publisher for the duration of this Agreement.
- 1.4. Media Future Market will perform the Services independently and shall provide the Services to the best of its knowledge and ability, at its own discretion and without being supervised or managed by the Publisher. Media Future Market shall exercise with due care towards the Publisher and third parties. The Publisher may, however, give directions and instructions regarding the result of the Services (insofar applicable).
- 1.5. Media Future Market hereby reserves the right to make modifications to the Services at any time. However, Media Future Market is not and shall not be at any time obliged to make such modifications to Services already delivered to the Publisher.
- 1.6. Media Future Market reserves the right to wholly or partially use third parties to provide the Services at any time.

2. Publisher fees and payment

- 2.1. Media Futures Market charges a **Publisher Fee** for providing the Services. The Publisher Fee consists of 5% success fee of the value of each Advertisement Product sold via the Platform (ex VAT)
- 2.2. Media Futures Market submits an invoice for the Publisher Fee to be paid. Publisher must pay within fourteen (14) days after the invoice date, unless agreed to otherwise in writing.
- 2.3. If Publisher does not pay the invoice within the prescribed period it is immediately in default, without notice of default being required. Publisher then owes interest of the statutory commercial interest rate plus 2%. Interest is calculated from the moment that Publisher is in default until the moment that Publisher has paid the amount in full.



- 2.4. If Publisher is in default of any payment obligation, Media Futures Market has the right to suspend execution of any current Agreement until payment has been made, even if a fixed delivery time has been agreed upon, unless Publisher has provided security for payment at the request of and to the satisfaction of Media Futures Market.
- 2.5. Publisher waives its right to invoke suspension (*opschorting*) or settlement (*verrekening*) in respect of Media Futures Market.

3. Obligations Publisher

- 3.1. Publisher will place specific offers on the Platform, consisting of Advertisement Products (the **Offer**). Publisher shall use reasonable endeavours to place various offers per month on the Platform to keep the Platform (and in particular the marketplace on the Platform) 'ongoing' and 'alive'.
- 3.2. Publisher hereby warrants and represents that Publisher has all rights, power and authority to place the Offer on the Platform, to enter into any Advertising Purchase Agreement (as defined in the Terms) and to enter into this Agreement.

4. Intellectual Property

- 4.1. Publisher guarantees to be the exclusive owner of all intellectual property rights, such as, but not limited to patents, patent applications, trademarks, trademark applications, service marks, trade names, copyrights, trade secrets, licenses, domain names, know-how, URLs and web addresses, ownership rights and processes, databases, data collections (the **Intellectual Property Rights**) to the information and other materials Publisher makes public/uploads on the Platform, such as, but not limited to (the Descriptions of) the Advertisement Products.
- 4.2. Media Futures Market will obtain a non-exclusive license non-transferable and non-sublicensable license for use of for use of any materials provided by Publisher on the Platform.

5. Confidentiality

- 5.1. All confidential information which Media Futures Market and the Publisher exchange within the context of this Agreement and any negotiations will remain undisclosed in



respect of third parties. Information is considered confidential if this results from the nature of the information or the information is explicitly regarded as confidential by Media Futures Market and/or the Publisher.

- 5.2. Media Futures Market and the Publisher will not use or disclose the confidential information for any purpose other than is necessary in connection with the execution of this Agreement.
- 5.3. Media Futures Market and the Publisher are not liable for compensation of damages or indemnification, if they are required by law to disclose the confidential information and comply with this statutory duty.

6. Terms and Privacy Policy

- 6.1. The Terms and Privacy Policy of Media Futures Market apply to this Agreement. The Terms and Privacy Policy are attached as **Annex II** and **Annex III** and are also available via our website: <https://www.mediafuturesmarket.com>.
- 6.2. In the event any provision of this Agreement is contrary to the Terms, this Agreement prevails.
- 6.3. Any terms and conditions of Publisher do not apply to this Agreement.

7. Termination

- 7.1. Media Futures Market may terminate this Agreement immediately, without being obliged to pay compensation of damages or indemnify, in the following cases:
 - (a) there is a material change in the management, ownership or control of the Publisher;
 - (b) the Publisher is bankrupt or in suspension of payment;
 - (c) the Publisher is being dissolved or liquidated;
 - (d) the Publisher is placed under guardianship or dies;
 - (e) due to other circumstances, the Publisher no longer has the right to freely manage its assets.
- 7.2. Media Futures Market may cancel or terminate this Agreement immediately, without notice of default being required, if the Publisher does not comply, does not fully comply,



or does not comply in good time with any of its material obligations under this Agreement. On such non-compliance of its obligations, the Publisher must pay compensation of damages to or indemnify Media Futures Market.

- 7.3. The termination or cancellation of this Agreement with immediate effect in accordance with the above provisions will be done in writing, stating the reason for termination.
- 7.4. Termination of this Agreement does not relieve Publisher of its rights and obligations under any Advertising Purchase Agreement already concluded via the Platform

8. Miscellaneous

- 8.1. If Media Future Market does not enforce parts of this Agreement, this cannot be regarded as a waiver of the right to enforce this at a later stage against the Publisher.
- 8.2. The Publisher cannot transfer its rights and obligations under this Agreement. Media Future Market can assign and/or transfer all rights and obligations under this Agreement to a third party, without consent from the Publisher being required.
- 8.3. Publisher acknowledges and agrees that Media Futures Market also provides intermediary services to Advertiser (as defined in the Terms).
- 8.4. This Agreement cannot be amended, varied or modified except in writing and signed by both Parties.
- 8.5. If any provision of this Agreement is deemed unlawful, void or otherwise unenforceable, this does not affect the validity and enforceability of the remaining provisions. The unlawful, void, voidable or otherwise unenforceable part shall be deemed replaced by a valid and enforceable provision that achieves the aim and scope of the replaced provision closely.

9. Applicable law and competent court

- 9.1. This Agreement shall be governed by and construed in accordance with the laws of the Netherlands.
- 9.2. All disputes arising out of or in connection with this Agreement shall be exclusively submitted to the competent court in Amsterdam.

