TERMS & CONDITION: IDEAS PEOPLE MEDIA

- 1. These are the terms and conditions ("Terms and Conditions") that shall apply to all advertising, in all forms and formats, advertising drafts and mock-ups ("Advertising" or "Advertisement(s)") and insertion orders submitted to The Economist Newspaper Limited, trading as Ideas People Media ("IP") for placement on the websites (the "Websites") of members ("Publishers") of the Ideas People Media network (the "Network").
 The placing with IP of a request for insertion of an Advertisement on the Websites will amount to acceptance of these Terms and Conditions by the party placing the request (the "Buyer"). The submission by the Buyer of a request for placement of Advertising is an offer to contract not merely a reservation of space on the Websites. Any other terms or conditions stipulated or supplied by the Buyer shall be void, whether supplied on an insertion order, advertising booking form, or otherwise.
- 2. The Ideas People Media Network. The Network, which is operated by IP, provides a mechanism for the placing (at IP's discretion) of Advertisements on selected Websites of Publishers. Any Advertisements placed on a Website are accepted by IP in its capacity as an agent of the Publisher(s) of such Website.
- 3. **Principal.** The Buyer contracts as principal. If the Buyer is acting as an advertising agency or media buyer for the Advertiser (meaning the legal person or entity either advertising the products or services promoted in the Advertisement or making the announcement contained in the Advertisement) or in some other representative capacity, the Buyer warrants that it is authorized by the Advertiser to place the Advertisement with the Network and will indemnify IP and each Publisher against any claim made by the Advertiser against IP and/or such Publisher arising from its placement.
- **4. Agent.** Buyer acknowledges and agrees that IP is acting as an agent for the Publishers on whose Websites Advertisements may be placed and that IP is not liable, for any reason or in any manner, for the actions or omissions of such Publishers, nor any aspect of the Website, nor the way any Advertisements may be displayed on the Websites.
- 5. **Network.** IP does not commit to place any Advertisement on the Websites generally, nor on any specific Websites within the Network, nor to comply with any Buyer requests regarding positioning of Advertisements on the Websites generally or in relation to any editorial content.
- 6. Acceptance and Withdrawal. IP accepts an Advertisement for publication only by publishing the Advertisement on a Websites and in no other manner. IP reserves the right to remove the Advertisement from the Websites at any time without liability to any person or entity if it or any Publisher considers in its absolute discretion that the Advertisement or any materials to which users can link through the Advertisement, fails to conform to the advertising standards specified below or is otherwise inappropriate or unsuitable.
- 7. Cancellation. Buyer may not cancel or change Buyer's request for placement of Advertising without providing IP with at least 30 days' prior written notice in advance of the date requested to publish the Advertising on the Websites.
- 8. Advertising Standards. It is the responsibility of the Buyer to ensure that every Advertisement conforms to all advertising standards specified by IP (which may be updated by IP or its affiliates from time to time). Publication of an Advertisement on the Websites does not constitute acceptance by IP or any Publisher that the Advertisement does so conform, and IP has a continuing right to require the Buyer to change or modify the Advertisement to the extent it or any Publisher deems necessary to conform to such requirements or to ensure compliance with the warranties set out below. The Buyer will be responsible for the insurance of any artwork and other material delivered to IP or its designated service provider, and IP cannot be responsible for any loss or damage thereto. IP reserves the right to charge the Buyer for all costs and expenses incurred in changing or modifying any Advertisement that does not conform in every respect to the advertising standards or technical specifications for the Websites, or which contravenes (in the opinion of IP or any Publisher) any of the requirements set out in these Terms and Conditions or is inappropriate for or unsuited to the editorial policies of: IP; The Economist Newspaper Limited (its parent company) and its subsidiaries; and/or any Publisher.
- Payment. The Buyer will be responsible for all charges, costs and expenses relating to the publication of the Advertisement on the Websites, including production costs and the cost of any changes or modifications, throughout the entire period the Advertisement is published on the Websites. The Buyer will remain liable for all agreed charges throughout any time during which the Advertisement is withdrawn from publication. Agreed charges are exclusive of any applicable sales tax, value added tax or other tax or duty, which may be imposed by any relevant taxation authority and are payable by the Buyer. Advertising served will be measured by IP's ad server or an IP selected service provider, and IP will invoice Buyer on the basis of such measurements. Except for classified advertisements placed through an automated online service, payment for Advertisements published are due and payable within thirty (30) days of the invoice date. The Buyer must pay for the Advertisements published irrespective of whether the Buyer has been paid by the Advertiser or a third party in respect thereof. A 2.5% per month handling charge will be applied to all delinquent accounts outstanding after thirty (30) days of the invoice date and any costs incurred in the collection of payments will be borne by the Buyer. If payments are not made in a timely manner, IP may terminate this Agreement immediately and withdraw the Advertisements from the Websites. All charges are exclusive of any applicable sales tax, value added tax or other tax or duty, which may be imposed by any relevant taxation authority and are payable by the Buyer. IP reserves the right to require that a pre-payment, bank guarantee, or other collateral security is furnished as a condition of accepting any request to place Advertising on the Websites. With respect to classified Advertisements placed through an automated online service, the Buyer's credit card will be charged upon submission of Advertisements.
- 10. Liability. To the full extent permitted by law, neither IP, nor any Publisher, will be liable for any loss or damage, whether direct or indirect, including consequential loss or any loss of profits or similar loss, in contract or tort or otherwise, relating to Advertisements or this agreement, or any error in the Advertisement or any failure of the Advertisement to appear on the Websites from any cause whatsoever. The Buyer is solely responsible for any liability arising out of publication of

Advertisements or relating to any material to which users can link though Advertisements.

- 11. Warranties. The Buyer warrants that Advertisements comply with all national and international legal and regulatory requirements and codes of practice (whether voluntary or obligatory), in all jurisdictions in which Advertisements may appear. Without limiting the generality of the foregoing, the Buyer also warrants that Advertisements: (i) do not contain any libellous, inaccurate, misleading or false material; (ii) do not unfairly prejudice the legitimate interests of any third party or infringe or violate any copyright, trade mark or other personal or proprietary right of any person or entity, or render IP, its affiliates or any Publisher liable to any proceedings whatsoever; (iii) comply with all applicable content and approval requirements of the Financial Services and Markets Act 2000 in the UK (and the Buyer forthwith on IP's request shall provide written confirmation of any required approval); and (iv) comply with all applicable laws of the United States of America and elsewhere, including laws relating to the offer or sale of securities or any other products or services so regulated.
- 12. Indemnity. The Buyer shall indemnify each Publisher, IP and its affiliates fully and hold each harmless against any and all losses, claims, damages, costs (including legal costs) or liabilities which any such entity may incur as a result of (i) IP's placement of any Advertisement on the Website(s) and (ii) without prejudice to the generality of the foregoing, any breach or alleged breach of any of the warranties set out in these Terms and Conditions.
- 13. Assignment. The Buyer may not assign or transfer this agreement, in whole or in part, without IP's prior written consent. Any attempt to assign this agreement without such consent will be null and void.
- 14. Governing Law and Jurisdiction. This agreement will be governed by and construed in accordance with the laws of England and Wales and, for IP's benefit only, the English courts shall have non-exclusive jurisdiction in respect of any dispute that may arise.
- 15. Entire Agreement. This agreement is the complete and exclusive agreement between the parties relating to its subject matter, superseding and replacing all prior agreements, communications, and understandings (both written and oral) between the parties. These Terms and Conditions may only be modified, or any rights under it waived, by a written document signed by both parties. IP reserves the right to modify these Terms and Conditions from time to time.

16. General Data Protection Regulation (GDPR)

- 1. The parties acknowledge that each will be an independent Data Controller or a Data Processor in order to fulfil their obligations from time to time under the Agreement. Each of the parties warrant and undertake that they will comply with the requirements of applicable data protection laws and regulations from time to time including the Data Protection Act 1998 of the United Kingdom, Regulation (EU) 2016/679 (the General Data Protection Regulation 2016 or "GDPR")) and similar regulations in other jurisdictions and that the parties will acquire all third party rights and consents necessary to fulfil its responsibilities under this Agreement (as applicable). Any references herein to Data Controller or Data Processor will have the same meaning as is defined in the GDPR, and such references will apply to each party as the specific circumstances require.
- 2. Further, should the Data Processor receive and/or process Personal Data (as defined below) as part of the services, the Data Controller acknowledges and agrees that such Personal Data of EU citizens may be accessed or sent outside of the European Economic Area in accordance with data processing and security standards.
- 3. The Data Processor acknowledges that any customer or other personal or personally identifiable information received by it from or collected or developed by it for or on behalf of Data Controller or any part of it ("Personal Data") will constitute confidential and proprietary information of Data Controller and that its use and security is governed by law. Without prejudice to the generality of paragraphs 1 and 2 above, the Data Processor will therefore treat the Personal Data accordingly and without limitation agrees and warrants that:
 - (i) it will keep Personal Data confidential and only process the Personal Data in accordance with and for the purposes set out in, instructions received from time to time from Data Controller persons acting on Data Controller's behalf or Data Controller's employees for the purpose of processing Personal Data under the Agreement;
 - (ii) it has and will at all times during the term of this agreement have, appropriate technical and organisational measures in place to protect any Personal Data against unauthorised or unlawful processing and against accidental loss, destruction or damage. The Data Processor further agrees and warrants that it will have taken all reasonable steps to ensure: (i) the reliability of any of the Data Processor's staff who will have access to Personal Data and (ii) that Personal Data will only be available to such staff members who need to have access to it and have been trained to a suitable standard for compliance with applicable laws;
 - (iii) it will allow Data Controller or its representative access to any relevant premises owned or controlled by the Data Processor on reasonable notice to inspect its procedures, including as described at (ii) above:
 - (iv) it will consider all reasonable suggestions which Data Controller may put to the Data Processor to ensure that the level of protection the Data Processor provides for Personal Data is in accordance with these terms and the GDPR;
 - it will ensure that the Data Processor and any third parties it uses in accordance with the Agreement have appropriate
 privacy notices, consents and mechanics to deal with data subject's rights and to process Personal Data in order to
 perform the services under the Agreement, in each case in accordance with the GDPR and all applicable laws;
 - (vi) it will deal promptly and properly with all enquiries from Data Controller relating to its processing or use of the Personal Data;
 - (vii) it will notify Data Controller forthwith if a legally binding request for disclosure of the Personal Data is made, or if the subject of any Personal Data ("Data Subject") makes a request for disclosure of the Personal Data or exercises any of a Data Subject's other rights under the GDPR in respect of his/her Personal Data; Data Processor will not respond to any such Data Subject request without the prior written consent of Data Controller;
 - (viii) it will, in any of the circumstances in (vii) above co-operate and provide assistance and information as reasonably requested by Data Controller to enable Data Controller to comply with all its obligations under the GDPR:
 - (ix) if it sub-contracts to any third party any of its obligations to process Personal Data on behalf of Data Controller, it will only do so after the Data Processor has confirmed who the subcontractor is and Data Controller has had the

- opportunity (whether or not it exercises that opportunity) to assess-subcontractors technical and organisational measures against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data; and
- (x) on termination of the Agreement or at the earlier request of Data Controller, the Data Processor will return all the Personal Data and copies thereof, whether or not in machine readable form, to Data Controller and/or destroy such Personal Data and certify Data Controller that it has done so, unless legislation imposed on the Data Processor prevents it from doing so. In that case, the Data Processor warrants that it: (i) will maintain the confidentiality of the Personal Data and will not process or use it any more except as instructed by Data Controller, and (ii) will destroy the Personal Data within a reasonable time period after such legislation ceases to prevent such action.