



WAM Group Ltd (Admix) Supply Partner Integration and Media Agreement

This Supply Partner Integration and Media Agreement (the **Agreement**) is between **WAM Group Ltd (t/a Admix)** of Albert House, 256-260 Old Street, London, EC1V 9DD, United Kingdom (**ADMIX**, and references to "we", "us" and "our" shall be construed accordingly) and you, the Supply Partner, as specified in the table below.

We have developed a proprietary online media trading platform, which uses a programmatic approach to: (i) indicate the availability of media; (ii) allow Demand Partners to bid for media for the purposes of displaying the Demand Partner's advertising; and (iii) subsequently deliver the applicable advertising to our supply partners. You wish to use our platform for the purposes of selling your media to our Demand Partners for advertising purposes. This Agreement governs your use of our platform and so all use by you of the platform and the services provided through it shall be subject to the terms of this Agreement.

By ticking the acceptance box on our website you have indicated that you accept this Agreement and you acknowledge that you agree to be legally bound by it and that you are the Supply Partner as referred to in this Agreement. If you are acting on behalf of a company or other entity, then by ticking that box you are also representing that you have the authority to do so, and in which case all further references to "you" and "your" shall be in reference to such company or entity as the Supply Partner.

If you do not have authority to enter into this Agreement or if you do not agree with its terms then you must not use the platform or interact with it in any way and you should not tick the box on our website to accept the terms of this Agreement.

1. Definitions

The definitions set out below apply to this Agreement:

ADMIX Platform means our proprietary online media trading platform;

ADMIX Service shall have the meaning given in section 3.1;

Advertising means digital advertisement made available to the ADMIX Platform by a Demand Partner including but not limited to the Advertising Materials;

Advertising Materials means the materials comprising each item of Advertising, including, but not limited to the content, trade marks, branding features, active URL's and their related tags;

App means an application made available by you to the ADMIX Platform and which is operated by or on behalf of you or upon which you have the right to display Advertising;

Bid means a response (containing Bid Data), provided by a Demand Partner via the ADMIX Platform, to a Bid Request where the Demand Partner bids on the Media that you have indicated you are making available in that Bid Request;

Bid Data means the data and related information, including the price that the Demand Partner is willing to pay for the applicable Media, which will be provided to you in response to a Bid Request;

Bid Request means a request (containing Supply Partner Data) by you via the ADMIX Platform for Demand Partners to respond by bidding on Media that you are making available;

Commencement Date means the date on which you tick the box in acceptance of the terms of this Agreement, unless you separately agree another date with ADMIX in writing (which may include by email);

Data Protection Legislation means the UK Data Protection Legislation and any applicable European Union data protection or privacy legislation, including the General Data Protection Regulation ((EU) 2016/679);

UK Data Protection Legislation means any applicable data protection legislation from time to time in force in the UK including the Data Protection Act 2018 or any replacement or successor legislation;

Demand Partner means a third party that is connected to the ADMIX Platform that wishes to buy Media;

Exchange Service means the neutral middleware connecting programmatic technology partners;

Impression shall have the meaning given in section 3.1;

Intellectual Property Rights means all intellectual property rights including current and future registered and unregistered rights in respect of copyright, designs, trade marks, know-how, confidential information, trade secrets, patents, inventions and discoveries and all other rights (including moral rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields in each case whether registered or unregistered) and including any pending applications for or rights to apply for any of the foregoing anywhere in the world;

Media means digital advertising units on Sites or Apps where Advertising can be displayed, and which are made available by the Supply Partner;

Media Cost means the amount payable by us to you in connection with Media acquired by Demand Partners as calculated in accordance with section 6;

Personal Data shall have the meaning given in the Data Protection Legislation;

Pricing Floor means the minimum price that you are will to receive in respect of the Media you are making available;

Site means a website or other online location made available by you to the ADMIX Platform and which is operated by or on behalf of you or upon which you have the right to display Advertising;

Supply Partner Data means the data and related information, including any Pricing Floor that you wish to specify;

User Interface means an online tool that allows you to access the ADMIX Platform; and

Winning Bid shall have the meaning given in section 3.1.

2. Term

This Agreement shall commence on the date you agree to its terms as described above (the **Commencement Date**) and shall continue thereafter, provided that either us or you may terminate this Agreement at any time without cause by giving at least one months' notice in writing of this to the other party, and subject to any other earlier termination in accordance with the terms of this Agreement.

3. Provision of the ADMIX Service

3.1. ADMIX shall use reasonable endeavours to make the ADMIX Platform available to you and for it to operate as follows (the **ADMIX Service**):

In respect of Media you wish to make available through the ADMIX Platform, where you send Bid Requests to the ADMIX Platform in respect of that Media then the ADMIX Platform indicates that such Media is available and that Demand Partners may submit Bids for it. Upon receipt of such Bids, the ADMIX Platform selects which Bid best fits the criteria set out in the applicable Bid Request (the **Winning Bid**). Upon selection of the Winning Bid, the ADMIX Platform enables delivery of the applicable Demand Partner's Advertising for that Media to the relevant Site or App (each such delivery of Advertising for that Media being an **Impression**).

3.2. We hereby grant you a non-exclusive, non-sub-licensable, royalty free licence for the Term to access and use the User Interface, solely for the purposes of accessing the ADMIX Platform, and to access and use the ADMIX Platform via that User Interface solely for the purposes of (a) making Media available to Demand Partners; and (b) receiving Bid Requests, Impressions and other data related to the delivery of Advertising through the ADMIX Platform, in each case subject to the terms and condition of this Agreement.

3.3. You hereby grant us a non-exclusive, royalty free licence for the Term to serve, route and place Advertising onto all Media, Sites and Apps and to track the number of clicks on and other interactions with that Advertising.

3.4. We shall use reasonable endeavours to ensure that Demand Partners ensure that their Advertising does not:

- (a) violate any applicable laws, regulations or advertising codes;
- (b) infringe any Intellectual Property Rights of any third party or contain any material which may be abusive, threatening or defamatory;
- (c) be pornographic, obscene or contain sexually explicit images or activity, unless agreed with you in writing;
- (d) promote or contain links to gambling, online casinos, tobacco, alcohol or weapons, unless agreed with you in writing; or
- (e) contain links to malware, including but not limited to 'viruses', 'Trojans' and 'worms'.

3.5. You agree that we may suspend the availability of the ADMIX Platform or provision of the ADMIX Service at any time if this is for the purposes of complying with any applicable law, regulation or advertising codes.

3.6. If at any time you wish to engage ADMIX for the provision of any services other than the ADMIX Services then you should contact ADMIX and enter into the applicable terms and conditions for those services.

4. Your obligations

- 4.2 You agree to observe our online technical specifications and policies relating to the use of the ADMIX Platform and/or the ADMIX Service as updated by us and notified to you from time to time, whether through the ADMIX Platform or otherwise.
- 4.3 You agree that if we believe that you do not comply with any obligations of this Agreement, we may immediately suspend your connection to the ADMIX Platform (either with or without providing notice of this to you) until we are reasonably satisfied with your compliance with this Agreement.
- 4.4 We may also reject any Media, Sites or Apps that you make available to the ADMIX Platform, including but not limited to where we believe that any of them or the content of the Sites or Apps: (a) do not comply with any applicable laws, regulations, advertising codes; (b) infringe any third party rights; or (c) endanger the security of the ADMIX Services, the ADMIX Platform or its users.
- 4.5 You acknowledge and agree that we have no obligation to review and/or approve any Media, Sites or Apps (or any of their content) that you make available to the ADMIX Platform and that we accept no liability for any Media, Site or App or content of any Site or App that is made available through the ADMIX Platform.

5. Reporting

- 5.1. We will measure the delivery of the Advertising which you will generally be able to see through the User Interface on the ADMIX Platform. We will compare this reporting with that of the Demand Partners for discrepancies, and pay you according to the reporting from the Demand Partners reporting in accordance with section 6. We will provide you with automated reports based on that and such reports shall be provided to you through the ADMIX Platform, by email or otherwise.
- 5.2. If there is a discrepancy between our reporting systems and any other reporting systems then the Demand Partners' reporting systems will prevail in accordance with our contracts with those Demand Partners. We will investigate any discrepancies over 10% with our Demand Partners as a matter of course, and also upon your written request and will use reasonable endeavours to resolve the matter with our Demand Partners to your reasonable satisfaction, provided you make all such information available to us as we may reasonably request for the purposes of investigating any such discrepancy.
- 5.3. You must notify us about any discrepancies within 90 days after they are first reported to you. If you do not bring them to our attention within that time, you agree that you waive your right to dispute such problems or discrepancies.

6. Payment for Media and Services

- 6.1 ADMIX shall pay you the Media Cost in connection with the Impressions and the interactions with the Advertising on your Media as reported to you pursuant to section 5, provided it has received the applicable payments in respect of the same from the applicable Demand Partners, and subject to and in accordance with the provisions of this section 6. The Media Cost payable to you by us shall be the amount equal to the amount received by ADMIX from the Demand Partner (not including VAT or any other taxes) in respect of the Impressions and the interactions with the Advertising on your Media less twenty per cent (20%). All amounts in respect of Media Costs payable to you shall be payable in the currency received by ADMIX from the applicable Demand Partner, unless otherwise agreed with ADMIX. Where any currency conversion is to be carried out it shall be based on the currency values and conversion rates specified by ADMIX's then bank as at the date on which ADMIX receives the applicable payment from the Demand Partner.
- 6.2 You acknowledge and agree that no Media Costs or other amounts shall be payable to you in connection with any Media sold via the ADMIX Platform where such Media is to be used for Admix and Demand Partner case studies or technology testing and integration purposes (the **Test Media**). ADMIX shall endeavour to provide you with prior written notice of any Media to be used as Test Media.
- 6.3 You shall invoice ADMIX for the Media Costs promptly after the end of each calendar month on the basis of the reporting provided to you, pursuant to section 5, in connection with Impressions and the interactions with the Advertising on your Media for that same calendar month. You shall provide such invoices through the auto-invoicing service on the ADMIX Platform unless that is not available or as otherwise agreed with ADMIX. You may raise more than one monthly invoice where this is in respect of Impressions made and Media purchased in more than one currency.
- 6.4 ADMIX shall pay all invoices properly raised in accordance with this section 6 within 60 days of the date of invoice provided that ADMIX has received payment for such Impressions and Media from the applicable Demand Partners. Where ADMIX has not received payment for such Impressions and Media

from the applicable Demand Partners then ADMIX shall not be obliged to make payment for such Media until 10 days after such time as it has received the applicable payments in fully cleared funds.

- 6.5 ADMIX shall be entitled to set off any amounts that ADMIX may have previously overpaid to you or which you otherwise owe to ADMIX against any invoice.
- 6.6 You are not entitled to set-off any amounts that you owe ADMIX against any amounts that ADMIX owes you unless we have agreed to this in writing.

7 Intellectual Property

- 7.1 ADMIX or its licensors owns all the Intellectual Property Rights in the ADMIX Platform and the ADMIX Service.
- 7.2 Other than as set out expressly in this Agreement, neither party will acquire any right, title or interest in any Intellectual Property Rights belonging to the other party or its licensors or in respect of any Advertising or Advertising Materials.
- 7.3 You may not copy, modify, distribute, sell or lease any part of the ADMIX Platform, ADMIX Services, User Interface or any included software, nor may you reverse engineer or attempt to extract the source code of any software, unless you have ADMIX's prior written permission to do this or to the maximum extent you are permitted to do so by law.
- 7.4 You will not remove, obscure or alter any branding, copyright notices or other proprietary rights notices affixed to or contained within the ADMIX Platform, ADMIX Service, User Interface or software, or any Advertising.
- 7.5 ADMIX may include your company and/or trading name and branding in ADMIX's presentations, marketing and promotional materials, customer lists and financial reports. You shall not be entitled to make any use of the ADMIX name or branding without our prior written consent.

8 Data Protection

- 8.1 You shall not provide any data or materials to the ADMIX Platform that contains Personal Data other than is strictly necessary for the provision of the ADMIX Service by ADMIX. The data that you provide to us or which we collect through you through your use of the ADMIX Service is mobile and device IDs, IP addresses, location information and tracking information relating to interaction with Advertising, in each case in respect of data subjects to whom you make the Media available on your Sites and/or Apps. Accordingly, all references to "Personal Data" in the remainder of this clause 8 shall refer only to such data, and ADMIX shall only process it for the purpose of providing the ADMIX Service and performing its obligations under this Agreement.
- 8.2 Each party will comply with all applicable requirements of the Data Protection Legislation. This clause is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation. Supply Partner shall also be responsible for compliance with any data protection legislation other than the Data Protection Legislation and shall notify ADMIX of any such data protection legislation that is applicable to it and its use of the ADMIX Platform and ADMIX Service. ADMIX and the Supply Partner shall use reasonable endeavours to agree such other terms as are reasonably necessary to ensure each party complies with such data protection legislation to the extent necessary for the Supply Partner to use the ADMIX Platform and ADMIX Service.
- 8.3 You acknowledge that for the purposes of the Data Protection Legislation, you are the controller and ADMIX is the processor (where **controller** and **processor** have the meanings as defined in the Data Protection Legislation).
- 8.4 You, without prejudice to the generality of section 8.2, shall ensure that you have all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to ADMIX and the processing of the Personal Data by ADMIX for purposes of this Agreement and the provision of the ADMIX Services to you.
- 8.5 ADMIX, without prejudice to the generality of section 8.2, shall in respect of any Personal Data processed in connection with the performance of ADMIX's obligations under this Agreement:
 - 8.5.1 process that Personal Data only in accordance with your written instructions, unless ADMIX is required by Data Protection Legislation to otherwise process that Personal Data. Where ADMIX is relying on any Data Protection Legislation as the basis for processing Personal Data, ADMIX shall promptly notify you of this before performing the processing required by the Data Protection Legislation unless that Data Protection Legislation prohibits ADMIX from so notifying you;

- 8.5.2 ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
 - 8.5.3 ensure that all of its personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
 - 8.5.4 not transfer any Personal Data outside of the European Economic Area unless the prior written consent from you has been obtained, except that you acknowledge and agree that you hereby give such consent in respect of any use made by you of the ADMIX Platform and the ADMIX Services in connection with Demand Partners registered or located outside of the European Economic Area unless you have instructed us not to do so;
 - 8.5.5 assist you, at your cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - 8.5.6 notify you without undue delay on becoming aware of a Personal Data breach;
 - 8.5.7 at the written direction from you, delete or return Personal Data and copies thereof to you on termination of this Agreement unless required by Data Protection Legislation to store the Personal Data; and
 - 8.5.8 maintain complete and accurate records and information to demonstrate its compliance with this clause 1 and allow for audits by you or your designated auditor.
- 8.6 We may also combine the Personal Data with personal data and other data that we create or obtain from third parties, but our use of the Personal Data when so combined shall continue to be in accordance with the provisions of this Agreement.
 - 8.7 You acknowledge and agree that in order to provide the ADMIX Service to you, ADMIX will need to make the Personal Data available to Demand Partners. ADMIX acknowledges and agrees that it will only make it so available in accordance with your instructions and that it shall enter into written agreements with the Demand Partners in compliance with the Data Protection Legislation and shall further require such Demand Partners to use the Personal Data only for the purposes of purchasing any Media through the ADMIX Platform.
 - 8.8 You consent to ADMIX appointing third-party processors of Personal Data under this Agreement where this is in connection with the provision of any of its IT infrastructure or the administration of its business. ADMIX confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement.

9 Confidentiality

- 9.1 For the purposes of this Agreement, **Confidential Information** means all confidential information (however recorded or preserved) disclosed by a party or its employees, officers, representatives, advisers or sub-contractors involved in the provision or receipt of the ADMIX Service who need to know the confidential information in question (**Representatives**) to the other party and that party's Representatives in connection with this Agreement, which is either labelled as such or else which should reasonably be considered as confidential because of its nature and the manner of its disclosure.
- 9.2 The term Confidential Information does not include any information that:
 - 9.2.1 is or becomes generally available to the public (other than as a result of its disclosure by the receiving party or its Representatives in breach of this section 9);
 - 9.2.2 was available to the receiving party on a non-confidential basis before disclosure by the disclosing party;
 - 9.2.3 was, is, or becomes, available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party;

- 9.2.4 was known to the receiving party before the information was disclosed to it by the disclosing party; or
- 9.2.5 the parties agree in writing is not confidential or may be disclosed.
- 9.3 Each party shall keep the other party's Confidential Information confidential and shall not:
 - 9.3.1 use any Confidential Information except for the purposes of this Agreement; or
 - 9.3.2 disclose any Confidential Information in whole or in part to any third party, except as expressly permitted by this section 9.
- 9.4 A party may disclose the other party's Confidential Information to those of its Representatives who need to know that Confidential Information for the purposes of this Agreement, provided that:
 - 9.4.1 it informs those Representatives of the confidential nature of the Confidential Information before disclosure; and
 - 9.4.2 at all times, it is responsible for the Representatives' compliance with the confidentiality obligations set out in this section 9.
- 9.5 You acknowledge that ADMIX's Confidential Information includes any materials created by or on behalf of ADMIX in connection with the supply of the ADMIX Service.
- 9.6 A party may disclose Confidential Information to the extent required by law, by any governmental or other regulatory authority, or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of the disclosure as possible.
- 9.7 Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information, other than those expressly stated in this Agreement, are granted to the other party, or are to be implied from this Agreement.
- 9.8 Supply Partner shall ensure that it keeps confidential any passwords, logins or other ID information ("Security Features") that is used by it in connection with accessing the User Interface and/or ADMIX Platform. Supply Partner shall be responsible for the consequences of any unauthorised use of the Security Features.
- 9.9 The provisions of this section 9 shall continue to apply after termination of this Agreement

10 Representations, warranties and disclaimers

- 10.1 Each party represents and warrants that it has the full power and authority to agree and enter into this Agreement.
- 10.2 You represent and warrant that:
 - 10.2.1 at all times you will have in place all such permissions, licences and consents in connection with the Media, Sites and Apps as are necessary for us to serve, route and place Advertising on such Media, Sites and Apps, and as are necessary for you to receive the ADMIX Services;
 - 10.1.2 we are not responsible for any aspect of any Media, Site or App;
 - 10.2.3 all Media, Sites and Apps and their content (other than the Advertising) shall not:
 - (a) violate or encourage violation of any applicable laws, regulations or advertising codes;
 - (b) infringe any Intellectual Property Rights of any third party or contain any material which may be harmful, abusive, threatening, or defamatory;
 - (c) be pornographic, obscene or contain sexually explicit images or activity, unless agreed with us in writing in advance;
 - (d) promote or contain links to gambling, online casinos, tobacco, alcohol or weapons, unless agreed with us in writing in advance; or
 - (e) contain links to malware including but not limited to 'viruses', 'Trojans' and 'worms'.
 - 10.2.4 you are the owner of, or are legally authorised to act on behalf of the owner(s) of the Media, Sites and Apps and where you are not the owner you have also:
 - (a) obtained all consents, permissions and licences necessary to enable it to perform your obligations under this Agreement; and
 - (b) you have control over the way in which Media is made available through the ADMIX Platform on the Sites and Apps.
- 10.2 ADMIX makes the ADMIX Platform and ADMIX Services available on an "as is" and does not warrant that it or they will be provided uninterrupted or bug or error free.
- 10.3 ADMIX shall not have any liability to the Supply Partner in connection with any Advertising that a Demand Partner may make available to the Supply Partner through the ADMIX Platform.

- 10.4 All warranties, conditions or terms not set out in this Agreement and which would otherwise be implied or incorporated into this Agreement by statute, common law or otherwise are hereby excluded to the maximum extent permitted by law.

11 Limitation of liability

- 11.1 Neither party excludes or limits liability to the other party for:
- 11.1.2 fraud or fraudulent misrepresentation;
 - 11.1.3 death or personal injury caused by negligence; or
 - 11.1.4 any matter in respect of which it would be unlawful for the parties to exclude liability for respectively.
- 11.2 Subject to section 11.1, ADMIX shall not in any circumstances be liable whether in contract, tort (including for negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, for:
- 11.2.2 any loss (whether direct or indirect) of profits, business, business opportunities, revenue, turnover, reputation or goodwill;
 - 11.2.3 any loss or corruption (whether direct or indirect) of data or information;
 - 11.2.4 loss (whether direct or indirect) of anticipated savings or wasted expenditure (including management time);
 - 11.2.5 any loss or liability (whether direct or indirect) under or in relation to any other contract; or
 - 11.2.6 any indirect or consequential losses or damages or any punitive, exemplary or special damages.
- 11.3 Subject to section 11.1, ADMIX's total aggregate liability in contract, tort (including negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise (and including under or in connection with any indemnity), arising in connection with the performance or contemplated performance of this Agreement or any collateral contract shall in all circumstances be limited to an amount no greater than the amount payable by ADMIX to the Supply Partner in the 12 months immediately preceding the date on which such liability first arises.
- 11.4 You acknowledge and agree that you are in the best position to ascertain any likely loss you may suffer in connection with this Agreement, that you are therefore responsible for making appropriate insurance arrangements to address the risk of any such loss and that the provisions of this section 11 are reasonable in these circumstances.

12 Termination

- 12.1 Without prejudice to any rights that have accrued under this Agreement or any of its rights or remedies, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:
- (a) the other party commits a material breach of any term of this Agreement (other than failure to pay any amounts due under this Agreement) and (if that breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
 - (b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or
 - (c) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.
- 12.2 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect.
- 12.3 Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.
- 12.4 On any termination of this Agreement for any reason or expiry of the Term, you shall cease to access or use the ADMIX Services, ADMIX Platform and any User Interface.

- 12.5 On any expiry or termination of this Agreement each party shall as soon as reasonably practicable return or destroy (as directed in writing by the other party) all data, information, software, and other materials provided to it by the other party in connection with this Agreement including all materials containing or based on the other party's Confidential Information.
- 13 Assignment**
You may not assign any rights or obligations that you may have under this Agreement to a third party unless this has first been agreed by ADMIX in writing. ADMIX may assign all or any of its rights and obligations under this Agreement to a wholly owned direct or indirect subsidiary of ADMIX.
- 14 Waiver**
No forbearance, delay or indulgence by either party in enforcing the provisions of this Agreement shall prejudice or restrict the rights of that party nor shall any waiver of its rights operate as a waiver of any subsequent breach and no right, power or remedy conferred upon or reserved for either party under this Agreement is exclusive of any other right, power or remedy available to that party and each such right, power or remedy shall be cumulative.
- 15 Notices**
Except as otherwise expressly stated, all notices under this Agreement must be in the English language, in writing and shall be sent to the address of the recipient set out in the ADMIX Agreement or such other address as the recipient may designate by notice given in accordance with this section. Any such notice may be delivered personally or by first class prepaid recorded delivery letter or facsimile transmission and shall be deemed to have been served (a) if by hand, when delivered, (b) if by courier service or registered mail, 72 hours after despatch, and (c) if by facsimile transmission when despatched, in each case, with proof of sending/delivery (as the case may be) retained by the sending party.
- 16 Partnership**
Nothing in this Agreement and no action taken by the parties under this Agreement shall constitute or be deemed to constitute a partnership, association, joint venture or other co-operative entity or undertaking between the parties and neither party shall have any authority to bind the other in any way.
- 17 Entire Agreement**
This Agreement supersedes all prior agreements, arrangements and undertakings between the parties, and constitutes the entire agreement between the parties, relating to the subject matter of this Agreement.
- 18 Variation**
If ADMIX notifies you of a change to any of the terms of this Agreement (a "Notice of Change"), which it may do in writing, by email or through the ADMIX Platform or where you accept a new version of this Agreement when you register for or login to use the ADMIX Platform, you will be deemed to agree to that change if: (i) you continue to use the ADMIX Platform; or (ii) you do not notify ADMIX in writing within 7 days of receipt of the Notice of Change, that you do not agree to such changed terms. If you do notify ADMIX within 7 days of receipt of the Notice of Change that you do not agree to such changed terms, then, unless otherwise agreed between you and ADMIX, this Agreement will automatically terminate 21 days after the receipt by ADMIX of your notice. You will be entitled to continue to use the ADMIX Platform to sell Media during that 21 day period, but must then immediately stop using the ADMIX Platform.
- 19 Severability**
If the whole or any part of any provision of this Agreement is deemed to be illegal or unenforceable, remaining provisions of this Agreement and the remainder of the provision in question shall remain in full force and effect.
- 20 Representatives**



Each party shall appoint a prime contact for the purposes of the other party contacting it in connection with this Agreement and may appoint a substitute or alternative individual by reasonable written notice to the other party.

21 No third party rights

Except as expressly set out in this Agreement, a person who is not party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 or any other applicable laws to enforce any of the terms of this Agreement.

22 Law and jurisdiction

This Agreement shall be governed by the laws of England and Wales without regard to its conflict of law provisions and the parties hereby submit to the non-exclusive jurisdiction of the English courts for the resolution of any dispute which may arise in connection with this Agreement.