



IAB Technology Laboratory, Inc. Introductory Membership Application

This agreement (this “Agreement”) is a legal agreement between the company set forth below (“Company”) and IAB Technology Laboratory, Inc. (“Tech Lab”) for an introductory membership in the Tech Lab (“Membership”). Company’s Membership shall be governed by the terms and conditions of this Agreement and Tech Lab’s By-Laws, as amended from time to time.

Company acknowledges and agrees that Membership is conditioned upon: (i) Company not already being a member of Tech Lab immediately prior to the Effective Date (as defined below); (ii) Company not being listed on the Entity List (as defined below); and (iii) Company meeting the requirements set forth in Sections 5.2(b) and 5.3 of the Third Amended and Restated By-Laws of the Tech Lab, a copy of which has been provided to Company. Membership also is subject to approval by the Tech Lab Board of Directors, Tech Lab President & CEO or the Tech Lab General Manager. To remain a member in good standing of the Tech Lab, Company acknowledges and agrees that it will be current with all applicable dues to the Tech Lab, IAB, and/or Company’s local or regional IAB, as applicable.

For purposes of this Agreement, “Prohibited List” means the U.S. Department of Commerce’s Entity List, found in Supplement No. 4 to part 744 of the Export Administration Regulations (15 C.F.R. Part 744, Supp. No. 4), as well as the U.S. Department of the Treasury’s Specially Designated Nationals and Blocked Persons List (available at <http://www.treasury.gov/sdn>) and the U.S. Department of State’s Debarred Parties List (available at https://www.pmdc.state.gov/ddtc_public?id=ddtc_kb_article_page&sys_id=7188dac6db3cd30044f9ff621f961914). Company represents, warrants, and covenants that: (i) as of the Effective Date, it is not on a Prohibited List; and (ii) if, after the Effective Date, Company is placed on a Prohibited List, Company shall notify Tech Lab in writing of the same within one (1) business day. Participation in the Tech Lab working group is conditioned upon Company not being on a Prohibited List or otherwise ineligible to receive items subject to U.S. export control laws and regulations.

Company shall designate one (1) of its employees (the “Introductory Member”), who shall be entitled to participate on behalf of the Company, in the following member benefits: (i) pre-general release access to all new, non-final Tech Lab standards and specifications; (ii) access to discounted event ticket prices that are available to all Tech Lab members; (iii) access to discounted training, conducted by Tech Lab or a third party designated by Tech Lab, that is available to all Tech Lab members; and (iv) participation in one (1) Tech Lab working group. For the avoidance of doubt, the Membership does not afford the Introductory Member or Company voting rights.

Company may change the designation of the Introductory Member once per calendar year or at any time the Introductory Member is no longer an employee of Company.



This Agreement commences on the date that the Tech Lab approves Company’s Membership (the “Effective Date”) and shall continue in full force and effect until and including December 31 of that calendar year unless otherwise terminated in accordance with this Agreement (the “Initial Term”). At the end of the Initial Term, this Agreement will automatically renew for successive one (1) year terms (each a “Renewal Term”), unless either party gives the other party written notice of its intent not to renew at least thirty (30) days prior to the end of the then-current term. The Initial Term and any Renewal Terms are collectively known as the “Term.”

IAB UK is paying the Company’s Membership dues for the “Term,” as long as Company is a member in good standing of IAB UK, to be confirmed at the beginning of each Renewal Term by IAB UK. If Company is longer a member of IAB UK, Company is responsible for the applicable Membership dues. All Membership dues are nonrefundable.

Company hereby agrees to abide by the Tech Lab By-Laws and to the attached Tech Lab Intellectual Property Rights Policy (<https://iabtechlab.com/ipr-iab-techlab/>), each of which may be amended by Tech Lab from time to time.

This Agreement, and any and all disputes directly or indirectly arising out of or relating to this Agreement, will be governed by and construed in accordance with the laws of the State of New York, without reference to the choice of law rules thereof. Each of the Parties irrevocably consents and submits to the exclusive jurisdiction of the state and federal courts located in the State of New York, Borough of Manhattan for any such disputes, and waives any objections to the laying of venue in such courts. If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect or impair the validity or enforceability of the remaining provisions of the Agreement.

By signing below, the Company is agreeing to the aforementioned rights, benefits, and requirements for Membership.

I represent and warrant that I have the right and authority to enter into this Agreement on behalf of the Company listed below and that the Agreement is hereby duly executed.

Company

URL

Print Name

Title

Authorized Signature

Date