



Amendment of Agreement for Appointment of a Digital Marketing Agency

This **Variation Agreement** is made 12 June 2023

Between:

DTV Services Limited (trading as Freeview) a company with registered number 04435179 whose registered office is at Triptych Bankside, 6th Floor, 185 Park Street, London, England, SE1 9SH ("**Client**"); and

Incubeta UK Limited, a company with registered number 5188612, who is trading as 16th Floor, The Bower, 207 -211 Old Street, London, EC1V 9NR ("**Incubeta**");

Each a "**Party**" and together the "**Parties**".

Whereas:

- A. The Parties entered into an Agreement for Appointment of a Digital Marketing Agency with an effective date of 30th September 2016 (the "Original Agreement").
- B. The Parties wish to vary the terms of the Original Agreement and have agreed to amend and restate the Original Agreement on the terms set out below.

It is agreed:

1. Interpretation

- 1.1. Unless otherwise expressly stated in this Variation Agreement, the words and expressions expressly defined in the Original Agreement, or defined therein by incorporation or reference, shall have the same meanings in this Variation Agreement.

2. Variation

- 2.1. The Original Agreement shall be varied as set out below with effect from the 1st March 2022.

3. General

- 3.1. Except as expressly modified by this Variation Agreement, the terms and conditions of the Original Agreement remain unchanged and in full force and effect. This Variation Agreement and the Original Agreement shall be treated as one document so that all reference to the Original Agreement shall be treated as references to the Original Agreement as amended and restated by this Variation Agreement.
- 3.2. The variations to the Agreement set out in this Variation Agreement are in consideration of additional services and obligations by each party to the other party, receipt of which is hereby acknowledged by each party.
- 3.3. No Party may vary this Variation Agreement without the prior written consent of the other Party.
- 3.4. Each Party shall bear its own costs and expenses in relation to the preparation, negotiation and execution of this Variation Agreement.
- 3.5. If at any time any part of Variation Agreement (including any one or more of the clauses of this Variation Agreement or any sub-clause or paragraph or any part of one or more of these clauses) is held to be or becomes void or otherwise unenforceable for any reason under applicable Laws, the validity, legality and/or enforceability of the remaining provisions of this Variation Agreement shall not in any way be affected or impaired as a result of that omission and the provision in question shall apply with the minimum modifications necessary to make it valid and enforceable.

It is hereby agreed that the Original Agreement shall be amended as follows:

- 1) All references to "NMPI" in the Original Agreement shall be deleted and replaced with "Incubeta".
- 2) Appendix C, the "DoubleClick Product", "DoubleClick Bid Manager (BSM), DoubleClick Campaign Manager (DCM), DoubleClick Rich Media (DRM)" section shall be deleted in full and replaced with the following:

Display Platform and Ad Serving Fees

Service Charge	Amount
Platform Fees	The "Technology Fee for DV360" in a particular month is the sum of:

	<p>(x) The sum of Third-Party Data fees, Including Media, Exchange Spend, Non-Exchange Spend fees and any other fees incurred and purchased via DV360 in that month;</p> <p>(y) the product of (i) a flat rate of 4% multiplied by (ii) the Non-Exchange Spend in that month; and</p> <p>(z) the product of (i) a rate as determined in table below multiplied by (ii) the Exchange Spend in that month.</p> <table border="1"> <tr> <th>Type of Media</th><th>Percentage of Monthly Display Spend</th></tr> <tr> <td>Exchange Media</td><td>Percentage 14%</td></tr> <tr> <td>Non-Exchange Media</td><td>4%</td></tr> </table> <p>Definitions:</p> <p>“Exchange Spend” means the sum of the cost of all purchased Media offered via: (1) open or private auctions (i.e. multiple bidders for non-reserved Media), (2) preferred deals (i.e., first-look options and other non-guaranteed deals), and (3) any other deal type supported in the DV360 platform which does not qualify for Non-Exchange Spend.</p> <p>“Non-Exchange Spend” means the sum cost of all purchased media: (1) offered via API integrations, (2) utilizing TrueView functionality, (3) offered via guaranteed or reserved deals, and (4) trafficked via third -party tags.</p> <p>“Third-Party Data” means the cookie-level information of a third party that is made available to Company through the DV360 platform to target its purchases of Media.</p> <p>Platform Fees for other DSPs will be confirmed by email if applicable.</p>	Type of Media	Percentage of Monthly Display Spend	Exchange Media	Percentage 14%	Non-Exchange Media	4%
Type of Media	Percentage of Monthly Display Spend						
Exchange Media	Percentage 14%						
Non-Exchange Media	4%						
Ad-serving Fees	<p>Campaign Manager Fees:</p> <ul style="list-style-type: none"> • £0.053 CPM (Display Ad Serving/ Tracking Ad Impressions) • £0.111 CPM (Advanced Display Ad Serving) • £0.285 CPM (Video, Audio or Social Amplification Ad Serving) • £0.006 CPC (Ad Serving (Click Tracker) / Tracking Ad clicks (where no impression is served)) <p>Where the format served is determined by Google.</p>						

3) Appendix C, the “Additional Technology” section shall be deleted in full and replaced with the following:

Additional Technology

Adloox (Premium Verification Software)	<p>Adloox (Premium Verification Software**) Fees: £0.08 CPM.</p> <p>Any Additional Technology may vary from time to time and fees will be confirmed by email if applicable.</p> <p>** In order to ensure highest levels of brand safety, Incubeta may regularly review third party technology providers. Hence, the CPM charge may vary but will be agreed by both Parties in writing.</p>
---	--




IN WITNESS WHEREOF, this Variation Agreement has been duly executed by and on behalf of the Parties hereto.

DTV Services Limited

Signature: 
Name: **Eric Mitchell**
Title: **CFO**
Date: **12 June 2023**

Incubeta UK Limited

Signature: 
Name: **Claire Burgess**
Title: **Operations Director**
Date: **25 May 2023**