

MEMBERSHIP AGREEMENT

Upon completion in full, please send a signed copy of this agreement in PDF form by email to Membership@prebid.org. If your application for Membership is accepted, an invoice will be sent to you by email along with a countersigned copy of this agreement for your records.

This Membership Agreement (this “**Agreement**”) is made by and between **Prebid.org, Inc.** (“**Prebid**”), a Delaware corporation, and the member (or prospective member) indicated on the signature page below (“**you**” or the “**Member**”). Prebid and Member are collectively referred to herein as the “**Parties.**” This Agreement is effective on the date accepted by Prebid.

WHEREAS, Prebid is a not-for-profit entity whose purpose is to develop, maintain and steward the responsible integration layer between publishers and the programmatic ecosystem, including without limitation prebid.js (the “**Platform**”);

WHEREAS, Prebid Membership is open to organizations and individuals that want to promote Prebid’s mission and support the Platform; and

WHEREAS, the undersigned hereby agrees to become a Member of Prebid in the Membership tier and category shown on the signature page to this Agreement, and be subject to the rights and obligations of Members set forth in Prebid’s Bylaws (as amended from time to time, the “**Bylaws**”) and in this Agreement;

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Prebid and the Member agree as follows:

1. MEMBERSHIP.

1.1 Membership Tiers. Membership Tiers are based on the Member’s gross annual revenue for the year prior to their admission as a Member and, for each subsequent year, gross annual revenue for the year preceding their Membership renewal. Members will determine and report to Prebid with each renewal their gross annual revenue. For purposes of this Agreement, “gross annual revenue” is defined as the aggregate global gross revenue of the Member and its controlled or wholly-owned subsidiaries, for the Member’s most recently ended fiscal year, determined consistent with GAAP.

1.1.1 Members with gross annual revenue of \$10 million (USD) or greater are eligible only for Tier 1 Membership and are subject to the Tier 1 Membership fees for their Membership Class.

1.1.2 Members with gross annual revenue of less than \$10 million (USD) are eligible for Tier 2 Membership and are subject to the Tier 2 Membership fees for their Membership Class. Such Members may elect Tier 1 Membership subject to the payment of Tier 1 Membership fees.

1.2 Categories. Prebid offers five (5) classes of Membership (each a “**Membership Class**”): (1) Leader Member, (2) Technology Partner Member, (3) Publisher Member, (4) Buyer Member, and (5) Fellowship Member. The rights and obligations of each class of Member

are set forth in the Bylaws. Fellowship Memberships are not available to Tier 1 Members. Leader Memberships are not available to Tier 2 Members.

- 1.3 Self-Reporting. Members are required to self-report their Membership Tier and Membership Class each year in accordance with this Agreement and the Bylaws. You represent that you have correctly reported your Membership Tier and Membership Class. Prebid reserves the right to review the accuracy of your Membership Tier and Membership Class at any time and you agree to provide Prebid with any further information requested in connection with such a review. If Prebid determines that you have incorrectly reported your Membership Tier or selected an inappropriate Membership Class, Prebid will reclassify you accordingly and you will be invoiced for any difference in Membership fees plus a late fee equal to 2% of your outstanding payment, compounded monthly (i.e., every 30 days), until paid in full, from the start of the Membership Year (as defined below) until paid.
- 1.4 Acceptance. For companies applying for Membership, Prebid will determine such applicant's eligibility for Membership and may deny Membership at its discretion. Prebid's decision on acceptance or denial of an application is final and is not subject to appeal or other recourse. An entity denied Membership is free to re-apply at a later date if its circumstances have changed.

2. MEMBER RIGHTS AND OBLIGATIONS.

2.1 Benefits.

- 2.1.1 You are entitled to the benefits corresponding to your Membership Class in accordance with the Bylaws. You will, and will cause your subsidiaries to, abide by all of Prebid's applicable policies, including, but not limited to the Intellectual Property Policy, the Antitrust Policy, the Membership Policy, the Code of Conduct, and the Bylaws. Prebid reserves the right to amend the policies from time to time upon reasonable notice and in accordance with Prebid's Bylaws. If you do not wish to abide by any policy adopted or amended by Prebid, you may resign your Membership prior to the effective date of the policy or amendment of policy, but no such resignation will entitle you to a refund of any amounts paid or payable for the then-current Term (as defined below).
- 2.1.2 You may disclose and publicize such your Membership in Prebid subject to the terms and conditions or policies promulgated by Prebid. You may mention Prebid or use Prebid's trademarked logo in your own marketing for limited use only after the use has been approved by Prebid in each instance. You must give notice of your intention to use Prebid's name or logo no less than five days prior to the proposed use. Violation of this provision and the use of Prebid's name or logo without prior written permission may result in the termination of your Membership, without opportunity for appeal or refund. Additionally, Prebid reserves the right

for any legal recourse appropriate for your unauthorized use of Prebid's name or trademarks.

- 2.1.3 You hereby grant Prebid the right to use your name and trademarks in marketing and documentation. Prebid will use commercially reasonable efforts to adhere to any logo guidelines provided by you in writing.

2.2 Fees, Dues.

- 2.2.1 Membership Fees are due and payable at the beginning of each Membership Year. Prebid will issue an invoice for your Membership Fees on or about the start of each Membership Year and payment of such invoice is due January 30 of the applicable Membership Year. New Members who join in the first half of the Membership Year (i.e., January 1 to June 30) will pay 100% of the Membership Fees applicable to their Membership Tier and Membership Class. New Members who join in the second half of the Membership Year (i.e., July 1 to December 31) will pay 50% of the Membership Fees applicable to their Membership Tier and Membership Class.

- 2.2.2 Membership Fees may be modified by Prebid in accordance with the Bylaws.

- 2.2.3 If you transition to a different Membership Class that has a higher Membership Fee during the course of a Membership Year, you will be responsible for the difference in Membership Fees associated with your new Membership Class as follows: (a) if the transition occurs in the first half of the Membership Year (i.e., January 1 to June 30) you will pay 100% of the difference in Membership Fees applicable to the new Membership Class, and (b) if the transition occurs in the in the second half of the Membership Year (i.e., July 1 to December 31) you will pay 50% of the difference in Membership Fees applicable to the new Membership Class. If the Membership Fee for your new Membership Class is lower than the fee already paid, there will be no refund of amounts already paid.

- 2.3 Late Fees. If you fail to pay your Membership Fees within 30 days of the start of the Membership Year or within 30 days after the effective date of your Membership, you will be charged a late fee equal to 2% of your outstanding payment, compounded monthly (i.e., every 30 days), until paid in full.

- 2.4 Costs and Expenses. You will bear all of your own costs and expenses related to Membership in Prebid including, but not limited to, any travel and other expenses associated with your participation in Prebid's activities.

- 2.5 Term. A "**Membership Year**" is a calendar year (January 1 to December 31). This Agreement becomes effective on the date you are accepted for Membership and will continue for the remainder of that Membership Year. Thereafter, this Agreement will

automatically renew for successive one-year terms coinciding with the Membership Year unless either the Member or Prebid gives notice of its intent not to renew no later than thirty (30) days prior to the commencement of the next renewal term. Prebid may only elect not to renew this Agreement consistent with the Bylaws. The initial term and any Renewal Terms are referred to herein as the “**Term.**”

2.6 Termination. Prebid may terminate your Membership for the reasons set forth in the Bylaws including, but not limited to, violations of Prebid’s Code of Conduct. Your Membership may also be terminated if you engage in the sale of media/data to any other source (i.e., platform) and fail to fully enable the Platform within six (6) months of joining. You may resign your Membership at any time in accordance with the Bylaws upon notice to Prebid. If your Membership is terminated for any reason, you are not entitled to a refund of any dues paid.

2.7 Transferability. You will provide Prebid with prompt written notice if you are acquired by or merge with an organization that is not a Member organization (regardless of the form of such acquisition or merger). Prebid will determine whether to permit transfer of your Membership to the surviving entity, which approval may be made subject to an adjustment in Membership Tier and/or Membership Class and payment of any appropriate Membership Fees.

2.8 Survival. In the event of termination or expiration of this Agreement, sections 1 and 2 will survive and remain in effect, and you will remain obligated to pay all amounts due that accrued prior to the effective date of termination, including any unpaid dues, costs, and expenses.

3. MISCELLANEOUS PROVISIONS.

3.1 Authority to Execute. You hereby represent and warrant to Prebid that the undersigned has the full right, power, and authority to enter into and execute this Agreement, and that you have taken all actions necessary to authorize and to enter into and perform your obligations under this Agreement.

3.2 Entire Agreement. This Agreement, the Bylaws, and the policies referred to herein, constitute the entire agreement between the Parties, and supersede all prior agreements, understandings, and negotiations, with respect to the subject matter hereof.

3.3 Amendment. Prebid may from time to time modify the terms of this Agreement in accordance with the Bylaws. Amendments shall be prospective only unless agreed to otherwise by the Parties. Prebid will provide reasonable notice (but no less than five (5) business days’ notice) prior to the effective date of the amendment of any material change to this Agreement. If you do not accept any amendment to this Agreement, you may, as your sole and exclusive remedy, resign your Membership prior to the effective date of the amendment, but no such resignation will entitle you to a refund of any amounts paid or payable during the then-current Term.

3.4 Assignment. Neither this Agreement nor any rights hereof, in whole or in part, are assignable by Member without the prior written consent of Prebid.

- 3.5 Relationship of Parties. This Agreement does not establish any relationship of partnership, joint venture, employment, franchise, or agency between the Parties. Nothing in this Agreement will be construed to prohibit or restrain the entry by any Member into any separate contract or agreement with other Members or third parties on any terms.
- 3.6 Governing Law. This Agreement will be governed by the laws of the state of Delaware without regard to its conflicts of laws principles. Any disputes arising between the Parties arising from or in connection with this Agreement will be subject to the dispute resolution provisions of the Bylaws.
- 3.7 Counterparts. This Agreement may be executed in one or more counterparts, which may be electronic counterparts, each of which shall be deemed to be an original, but collectively shall constitute one and the same agreement.
- 3.8 National Cooperative Research and Production Act. Prebid may elect to avail itself of certain protections offered by the National Cooperative Research and Production Act of 1993, as amended, which requires disclosure of the names of all Members of Prebid. Accordingly, you hereby appoint the Chairperson and the President of Prebid as your true and lawful attorney-in-fact and authorize him or her to (a) notify government agencies of Member's Membership in Prebid, (b) make, approve the form of, execute and deliver filings with government agencies on behalf of Prebid and on behalf of Member indicating such Membership, (c) receive notifications, including without limitation, notifications pursuant to the National Cooperative Research and Production Act on behalf of Prebid and on behalf of Member, and (d) authorize and direct other officers of, and/or counsel to Prebid, to do any of the foregoing acts. Prebid will forward to the undersigned any notifications that it receives which are other than normal confirmations of filings and other administrative notices relating to all Members.

[Signature Page Follows]

MEMBER INFORMATION:

Member Name: _____	Member Representative
Address: _____	Name: _____
_____	Title: _____
_____	Address: _____
_____	_____
Attn: _____	Email: _____
	Phone: _____

MEMBERSHIP TIER AND MEMBERSHIP CLASS

Select appropriate Membership Tier and Membership Class.

Membership Class	Tier 1 Annual Membership Fees (Revenue >\$10 million)	Tier 2 Annual Membership Fees (Revenue <\$10 million)
Leader	<input type="checkbox"/> \$50,000	N/A
Technology Partner	<input type="checkbox"/> \$30,000	<input type="checkbox"/> \$2500
Publisher	<input type="checkbox"/> \$6,000	<input type="checkbox"/> \$2500
Buyer	<input type="checkbox"/> \$6,000	<input type="checkbox"/> \$2500
Fellowship	N/A	In-kind services

All amounts are in US Dollars.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set forth below:

Prebid.org, Inc.

By: _____

Print Name: _____

Title: _____

Prospective Member: _____

By: _____

Print Name: _____

Title: _____