

## MEMBERSHIP AGREEMENT

Upon completion in full, please send a signed copy of this agreement in PDF form by email to [Membership@prebid.org](mailto: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;

WHEREAS, [For-Profit Entity] is an affiliated for-profit subsidiary of Prebid that facilitates certain events and provides other services; 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:

### 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 Technology 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 Technology 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.

- 1.1.3 Technology Members with gross annual revenue of less than \$5 million (USD) are eligible for Tier 3 Membership and are subject to the Tier 3 Membership fees for their Membership Class. Such Members may elect Tier 1 Membership or Tier 2 Membership subject to the payment of those respective fees.
- 1.2 Categories. Prebid offers five (5) classes of Membership (each a “**Membership Class**”): (1) Leader Member, (2) Technology 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. Fellowship Membership is only available for a non-renewable period. Thirty days before the expiration of the period, a Fellowship Member may apply at their respective Membership Class or notify Prebid they will not renew. Lack of notice within thirty days will be deemed notice of non-renewal. Fellowship Membership is offered at Prebid’s sole discretion, will be reviewed periodically and may be revoked at any time
- 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 for any reason. 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, to the fullest extent of the law, 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. In instances where payment is 60 days late, the Membership is automatically suspended without notice until paid in full..
- 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.
- 1.5 Renewal. Members that choose not to renew will be charged the full annual amount at the time of any renewal application.

## **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. Members that join after January 1st of any calendar year will be charged a pro rata amount calculated by dividing the applicable Membership Fee by the remaining days in the calendar year, including the date of joining.

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 pro rata difference in Membership Fees associated with your new Membership Class calculated by dividing the applicable Membership Fee by the remaining days in the calendar year, including the date of transition.

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 as referenced in the Bylaws, as updated from time to time, and available on Prebid's website or upon request. 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 Transition of Membership Class. 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 pro rata difference in Membership Fees associated with your new

Membership Class calculated by dividing the applicable Membership Fee by the remaining days in the calendar year, including the date of transition

- 3.3 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.
- 3.4 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.
- 3.5 Assignment. Neither this Agreement nor any rights hereof, in whole or in part, are assignable by Member without the prior written consent of Prebid.
- 3.6 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.
- 3.7 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, including the confidential and binding mandatory arbitration provisions
- 3.8 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.
- 3.9 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.

- 3.10 Notice. Any notice required pursuant to this Agreement shall be made in any manner of giving pursuant to the Bylaws. Severability. If any provision of this Agreement is held by a court or other tribunal of competent jurisdiction, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.
- 3.11 Headings. The paragraph headings used herein are for convenience only and not intended to alter the meaning of the respective paragraph or this Agreement.
- 3.12 Record Retention. It is understood and agreed that Member files may be stored in either physical form, digital form, or a combination of both and that files will be destroyed in accordance with Prebid's records management policy and associated file destruction guidelines without further notice.
- 3.13 Technology Consent. Prebid may communicate with you or others by email, facsimile transmission, send data over the internet, store electronic data via computer software applications hosted remotely on the internet, use artificial intelligence and/or allow access to data through third-party vendors' secure portals, systems, or clouds. Electronic data that is confidential may be transmitted or stored using these methods. In using these communications and storage methods, Prebid makes reasonable efforts to keep such communications and data access secure but Member expressly recognizes and accepts that Prebid has no control over the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by Prebid or third-party vendors. Member expressly consents to the use of these electronic devices and applications and submission of information to third-party service providers.

[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.*

<b>Membership Class</b>	<b>Tier 1 Annual Membership Fees (Revenue &gt;\$10 million)</b>	<b>Tier 2 Annual Membership Fees (Revenue &lt;\$10 million)</b>	<b>Tier 3 Annual Membership Fees (Revenue &lt;\$5 million)</b>
Leader	<input type="checkbox"/> \$50,000	N/A	N/A
Technology	<input type="checkbox"/> \$30,000	<input type="checkbox"/> \$15,000	<input type="checkbox"/> \$7,500
Publisher	<input type="checkbox"/> \$6,000	N/A	N/A
Buyer	<input type="checkbox"/> \$6,000	N/A	N/A
Fellowship	N/A	In-kind services	N/A

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: \_\_\_\_\_