IAB MENA Membership Agreement

IAB MENA is a not for profit association which encourages collaboration to drive industry progress. Businesses that are in competition with each other are allowed to engage in legitimate collaboration that does not restrict competition and can provide benefits such as innovation and efficiency. This is what IAB MENA seeks to foster among members.

| Date: | |
|-------|-------------------|
| | _ with address at |
| | |

and its fully owned MENA entities (if provided) wish to join as a member of IAB MENA.

Company Type

Advertisero Agencyo Media Saleso Publishero Research/Measuremento Techo Sole Tradero

Membership Category

Premiumo Generalo Associationo Sole Tradero

The following shall constitute the full membership agreement ("Agreement") between the company named above ("Company") and the Interactive Advertising Bureau, a duly registered association under the laws of UAE and having its office at Dubai Association Centre, 2nd Floor, The Offices 02 Building in One Central, World Trade Center, Dubai, United Arab Emirates, (hereinafter referred to as the "IAB MENA").

JOINING IAB MENA

- 1.1. Membership is open to all companies with an interest in digital advertising, such as Publishers, Media Houses, Agencies, Tech and Research Companies and other businesses, such as freelancers or consultants who offer services on the buy or sell side of the industry and is conditional upon and subject to the approval of the IAB MENA Board of Directors.
- 1.2. Membership commences on the date that the IAB MENA Board of Directors approves the Company's proposed membership and continues for 12 months, automatically renewed unless otherwise terminated in accordance with this Agreement.
- 1.3. Membership is subject to IAB MENA Memorandum and Articles of Association
- 1.4. Membership is corporate and is for the benefit of all employees of the fully owned entities of the member in the MENA region. It does not include affiliated companies or business partners.

2. RENEWAL OF MEMBERSHIP

- 2.1. IAB MENA will automatically issue an invoice to the member for the following year's membership two months prior to renewal date
- 2.2. In the event an existing member does not wish to renew their IAB MENA membership, written notice of their intention not to renew must be provided to IAB MENA at membership@iabmena.com at least three months prior to renewal date.

3. CANCELLED MEMBERSHIP

- 3.1. A company's membership will be cancelled immediately in the event:
- 3.2. The company ceases to exist
- 3.3. The company informs IAB MENA of their wish to cancel membership following alterations to the membership fee structure
- 3.4. No refunds will be made for cancelled membership.

4. SUSPENSION OF MEMBERSHIP

4.1. A company's membership will be subject to immediate suspension in the event that, but not limited to, the member being implicated in:

IAB MENA



- 4.1.1. Non payment or late payment of membership fees
- 4.1.2. Actions that may bring the digital industry into disrepute and professional or financial harm to the IAB MENA, physically or morally
- 4.1.3. Breach of any obligation owed to IAB MENA.
- 4.1.4. No refunds will be made for suspended membership.

5. MEMBERSHIP FEES

- 5.1. Membership fees are paid annually in one payment and are due on receipt of invoice at the beginning of the membership year
- 5.2. Membership fees are not pro-rata and are non refundable
- 5.3. All Membership fees shall include VAT

6. CONFIDENTIALITY

- 6.1. While there is limited need for any confidential information shared except in unique circumstances each party ("Receiving Party") none the less agrees to treat all non-public information disclosed by the other ("Disclosing Party") in connection with their discussions or activities ("Confidential Information") as strictly confidential. The Receiving Party shall use reasonable care to protect the Confidential Information and shall not disclose it to any third party except to its own personnel who need to know it for legitimate business purposes and who are bound by similar confidentiality obligations.
- 6.2. These obligations do not apply to information that (a) is or becomes public through no fault of the Receiving Party; (b) was lawfully in the Receiving Party's possession before disclosure; or (c) is independently developed or lawfully obtained from a third party.

7. GOVERNING LAW & DISPUTES RESOLUTION

- 7.1. The Agreement is governed by the laws of Dubai and the UAE.
- 7.2. Disputes will be settled by arbitration under DIAC rules in English, with a single arbitrator.

8. IAB MENA MEMBERSHIP AGREEMENT

- 8.1. By signing below, I represent and warrant, on behalf of the Company listed below, that I have the right and authority to enter into this Agreement on behalf of the Company, and that the Company will be bound by it.
- 8.2. Company agrees to all of the provisions of this Membership Agreement, and acknowledges that if and when its membership of IAB MENA is approved by the IAB MENA Board of Directors, Company will be contractually bound to IAB MENA in accordance with this Membership Agreement.

| For Member | For IAB MENA | For IAB MENA |
|-------------|--------------|--------------|
| Date: | Date: | Date: |
| Name: | Name: | Name: |
| Signed: | Signed: | Signed: |
| | | |



Membership Categories and benefits

Premium Membership: Organizations that are directly involved in, or have an interest in, the Digital Marketing economy of MENA with possibility to stand for election to the board.

Fees: USD 15,000pa / AED 55,087.50 pa (plus VAT)

Core Benefits:

- Stand for election to the IAB Board
- Vote to elect board members and on General Assembly decisions
- Contribute towards the future evolution of the association
- Lead and participate in board committees, task forces and councils
- Access to the Member Directory, IAB studies, releases and white papers
- Participate in invite-only events and at General Assembly
- Active support in networking & introductions
- Limited access to courses, training material, webinars and events

General Membership: Organizations that are directly involved in, or have an interest in, the Digital Marketing economy of MENA with possibility to lead a taskforce and participate in the General Assembly decision process.

Fees: USD 5,000pa / AED 18,362.50pa (plus VAT)

Core Benefits:

- Vote to elect board members and on General Assembly decisions
- Contribute towards the future evolution of the association
- Lead and participate in task forces and councils
- Access to the Member Directory, IAB studies, releases and white papers
- Participate in invite-only events and at General Assembly
- Active support in networking & introductions
- Limited access to courses, training material, webinars and events

Associate Membership: Organizations, typically start-ups and small businesses, that are directly involved in, or have an interest in, the Digital Marketing economy of MENA willing to participate in task forces and councils.

USD 2,500pa / AED 9,181.25pa (plus VAT)

Core Benefits:

- Participate in task forces and councils
- Access to the Member Directory
- Limited access to IAB studies, releases and white papers
- Participate in invite-only events and at General Assembly
- Active support in networking & introductions
- Limited access to courses, training material, webinars and events

Sole Trader Membership: An individual with a valid trade licence to operate as an independent organisation that provides Digital Marketing and advertising services in MENA

USD 500pa / AED 1,836.21pa (plus VAT)

Core Benefits:

- Participate in task forces and councils
- Participate in invite-only events and at General Assembly
- Limited access to IAB studies, releases and white papers
- Limited access to courses, training material, webinars and events

