

DATA PROCESSING ADDENDUM

This Data Processing Addendum (“**DPA**”) is concluded between an Service Provider’s entity (“**Service Provider**”) and a client’s entity (the “**Client**”) both specified in one or more agreements (the “**Principal Agreement**”) for the provision of digital advertising services (the “**Services**”) by Service Provider. This DPA covers Services rendered to both Clients who are advertisers as well as agencies acting on behalf of one or more advertisers.

This DPA regulates Service Provider’s use of tracking technologies on digital properties (including websites and mobile applications) indicated by the Client and the processing of Personal Data by Service Provider pursuant to Instructions of the Client, including personal data made available to Service Provider by the Client or on behalf of the Client, for the purpose of providing Services under the Principal Agreement.

1. DEFINITIONS

- 1.1. **Data Protection Laws** means applicable legislation on Personal Data protection, in particular the California Consumer Privacy Act of 2018, together with any amending or replacement legislation, including the California Privacy Rights Act of 2020; other U.S. state privacy laws applicable to the Services being provided under the Principal Agreement; as well as on privacy in the electronic communication that regulates the use of tracking technologies;
- 1.2. **Client Personal Data** means any Personal Data processed by Service Provider pursuant to Instructions for the purpose of providing Services, including Personal Data made available to Service Provider by the Client or on behalf of the Client. For the avoidance of doubt, Client Personal Data does not include (i) Service Provider Personal Data and (ii) aggregated statistical information not constituting Personal Data;
- 1.3. **Instruction** means a direction regarding the scope and manner of processing Client Personal Data, issued by the Client to Service Provider in any form, which may include: selected provisions of the Principal Agreement and this DPA, written orders, emails or settings of dedicated online tools made available to the Client by Service Provider;
- 1.4. **Service Provider Personal Data** means (i) any Personal Data that Service Provider would have regardless of the Client’s use of the Services, in particular traffic data from third parties’ digital properties on which advertising banners are to be displayed as part of Services, (ii) Personal Data related to displaying of advertising banners on third party digital properties as part of the Services, and (iii) Personal Data created by Service Provider, including by matching, combining, or linking data across sources (e.g., behavioral or interest-based segments, cross-device advertising profiles, and identity resolution graphs);
- 1.5. **Subprocessor** means any person or entity engaged by the Processor to process Personal Data, or a similar concept under Data Protection Laws;
- 1.6. **Controller** or **Business** means any person or entity that determines the purposes and means of the processing of Personal Data;
- 1.7. **Joint Controller** means a Controller that jointly with another Controller determines the purposes and means of processing Personal Data;
- 1.8. **Processor** or **Service Provider** means a person or an entity processing Personal Data on behalf of the Controller;
- 1.9. **Data Subject** means a natural person identified or identifiable directly or indirectly, by reference to Personal Data;
- 1.10. **Personal Data** means any information relating to a Data Subject as defined in applicable Data Protection Laws;
- 1.11. **Personal Data Breach** means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed;
- 1.12. **Opt-Out Signal** means an opt-out signal in a form mutually agreed upon by the parties that communicates that a Data Subject has opted out of Selling, Sharing, or Targeted Advertising.
- 1.13. **Supervisory Authority** means an authority concerned by the processing of Personal Data which may be established according to the applicable Data Protection Laws;

- 1.14. **Sale/Selling, Sharing, and Targeted Advertising** have the meanings assigned to them under applicable Data Protection Laws.

2. GENERAL OBLIGATIONS

The Client will ensure and document that for the purpose of providing Services Service Provider may:

- (a) use tracking technologies (in particular cookie files) on digital properties indicated by the Client, in accordance with Data Protection Laws; and
- (b) process Personal Data pursuant to a Client's Instructions in accordance with any laws applicable to such processing.

3. PROCESSOR AND THIRD-PARTY TERMS

- 3.1. Except where Section 3.4 applies, the Client appoints Service Provider to process Client Personal Data as a Processor or Service Provider pursuant to documented Instructions.
- 3.2. Service Provider processes Service Provider Personal Data as an independent Controller or a Joint Controller with third party entities and this DPA does not apply to such processing. The Client will forward any inquiries regarding Service Provider Personal Data to Service Provider without undue delay.
- 3.3. Targeted Advertising: Client will provide Data Subjects a right to opt out of the use of their Personal Data for Targeted Advertising or Sharing, as applicable, before disclosing Personal Data to Service Provider. If a Data Subject opts out, Client will either (i) not transmit Personal Data associated with such Data Subject to Service Provider; or (ii) transmit an Opt-Out Signal to Service Provider whenever it sends any Personal Data associated with such Data Subject to Service Provider. Service Provider will process Client Personal Data associated with such Data Subject solely for purposes other than Targeted Advertising or Sharing.
- 3.4. CCPA Third-Party Terms: This Section applies only when the CCPA applies and either party Sells or Shares the Client Personal Data to the other party.
 - (a) Each party makes Personal Data available, and agrees to use such Personal Data, only for the purposes in Section 4.2.
 - (b) The receiving party will comply with all applicable sections of the CCPA, and provide the same level of privacy protection to the Personal Data as is required of the disclosing party under the CCPA.
 - (c) The disclosing party may take mutually agreeable reasonable and appropriate steps (such as an attestation) to ensure the receiving party uses the Personal Data in a manner consistent with the disclosing party's CCPA obligations.
 - (d) The disclosing party may, on reasonable suspicion of noncompliance, take reasonable and appropriate steps (such as a request for confirmation) to stop and remediate the receiving party's unauthorized use of Personal Data.
- 3.5. CCPA Service Provider terms: This Section applies only when the CCPA applies and Client transmits an Opt-Out Signal to Service Provider with Client Personal Data made available to Service Provider. In such instances, in addition to the terms set forth in Section 3.4, Service Provider is prohibited from:
 - (a) Selling or Sharing Client Personal Data,
 - (b) retaining, using, or disclosing Client Personal Data for any purpose other than for the purposes specified in this DPA, or outside of the direct business relationship between Client and Service Provider, or
 - (c) combining the Client Personal Data it receives from the Client with Personal Data received from another source (i.e. another business, person, or direct collection from the consumer) except as permitted to perform the Services as a Service Provider under the CCPA.
- 3.6. The Client agrees not to reidentify or attempt to reidentify any deidentified or aggregate data made available to it by Service Provider.
- 3.7. The Client may issue Instructions to Service Provider during the term of this DPA.
- 3.8. The Client will ensure appropriate legal basis for processing of Client Personal Data, including it will provide Data Subjects with accurate and exhaustive information on processing Client Personal Data, if required by the Data Protection Laws.
- 3.9. Upon request Service Provider will provide the Client with necessary information to fulfil the above obligation.

- 3.10. Taking into account the nature of processing and information available to it, Service Provider will assist the Client in ensuring compliance with the Data Protection Laws.
- 3.11. Service Provider will notify the Client if it is no longer capable of ensuring compliance with Data Protection Laws.

4. NATURE AND PURPOSES OF PROCESSING

- 4.1. Service Provider will process Client Personal Data on a continuous basis, in an electronic form and, upon Instructions, may perform the following operations thereon: collection, recording, organisation, structuring, storage, use, disclosure, erasure.
- 4.2. Service Provider will process Client Personal Data for the purpose of creating or editing a personalised ads profiles for subsequent selection and delivery of personalised advertising banners to Data Subjects on third parties' digital properties as part of Services. Service Provider will also process Client Personal Data for related uses such as measuring or reporting advertising performance, reach, positioning, quality, or frequency; providing analytic services; detecting or preventing fraud; and auditing compliance. For the avoidance of doubt, Client Personal Data may include information that is similar or identical to the data included in Service Provider Personal Data, and such similarities will not adversely affect either party's control over its respective data for similar purposes, including segmentation, profile creation, identity resolution, and personalized advertising.
- 4.3. Service Provider will not use Client Personal Data for the purpose of providing Services to other clients, unless upon Client's prior consent in written form (including email).

5. CATEGORIES OF DATA SUBJECTS, TYPE OF PERSONAL DATA

- 5.1. Client Personal Data concerns users visiting digital properties indicated by the Client.
- 5.2. Client Personal Data includes information on Data Subjects' activity on the digital properties indicated by the Client (pages and offers viewed, purchased products, purchase value, etc.), tied to unique online identifiers (cookie ID, mobile advertising ID, device ID, etc.) and technical information regarding Data Subject's browser or device (IP address, user agent, referrer, etc.). The Client may decide to provide other types of Client Personal Data for the purpose of performance of Services.

6. DURATION OF PERSONAL DATA PROCESSING

- 6.1. Service Provider will process Client Personal Data for a period of providing Services and afterwards until the data is erased or returned pursuant to a relevant Instruction.
- 6.2. Throughout the term of this DPA Client Personal Data collected by Service Provider on the digital properties indicated by the Client will be deleted after 500 days of collection.
- 6.3. After the provision of Services terminates, within 120 days Service Provider will erase or anonymize Client Personal Data in its possession, unless required otherwise pursuant to an Instruction or Data Protection Laws. If multiple Principal Agreements are executed between the parties, the above term will run from the termination of Services pursuant to the one which expires the latest.
- 6.4. As a measure necessary to ensure data integrity and availability Service Provider may store backup copies of Client Personal Data for up to 375 days after the end of provision of Services. Service Provider guarantees that such Client Personal Data will not be actively used and access to it will be strictly limited.

7. DATA SECURITY MEASURES & CONFIDENTIALITY

- 7.1. Service Provider will implement and maintain technical and organisational measures including organisational and technical security measures necessary to protect Client Personal Data from unauthorised or accidental access, loss, alteration, disclosure or destruction, as well as taking into account the nature of processing and available information, assist the Client in ensuring compliance with Client's obligations in that regard.
- 7.2. The Client may from time to time request additional information on technical and organisational measures implemented by Service Provider.
- 7.3. Service Provider will maintain full confidentiality of Client Personal Data, in particular by ensuring that:

- (a) access to Client Personal Data by any employee, agent or contractor of Service Provider is strictly limited to those individuals who need to access Client Personal Data for the purpose of performing Services;
- (b) all its employees, agents or contractors comply with Data Protection Laws and are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

8. PERSONAL DATA BREACHES

- 8.1. Service Provider will notify the Client without undue delay after becoming aware of any Personal Data Breach regarding Client Personal Data and taking into account the nature of processing and available information assist the Client in ensuring compliance with Client's obligations pursuant to Data Protection Laws.
- 8.2. Service Provider will cooperate with the Client and reasonably assist in the investigation, containment, mitigation and remediation of Personal Data Breach.
- 8.3. Service Provider will without undue delay notify the Client in writing of any request, inspection, audit or investigation by a Supervisory Authority regarding Client Personal Data.
- 8.4. Service Provider will not communicate with Supervisory Authority, Data Subjects or media about Personal Data Breach regarding Client Personal Data without a Client's Instruction, unless required by Data Protection Laws.

9. DATA SUBJECT RIGHTS

- 9.1. Insofar as this is possible, Service Provider will assist the Client at no charge in meeting Client's obligations to respond to requests for exercising Data Subject's rights laid down in Data Protection Laws, including by:
 - (a) providing the Client with information necessary to respond to requests from Data Subjects regarding Client Personal Data;
 - (b) enabling Data Subjects to exercise their rights.
- 9.2. Service Provider will not communicate with Data Subjects without a Client's Instruction, unless required by Data Protection Laws.

10. SUBPROCESSING

- 10.1. The Client authorises Service Provider to appoint Subprocessors within the scope of data processing indicated in this DPA and agrees that such Subprocessors may engage further Processors to process Client Personal Data.
- 10.2. At the date of execution of this DPA, Service Provider engages the following Subprocessors:
 - RTB House S.A. (seat: Warsaw, Poland, company number: 0000462115), scope: provision of IT system infrastructure, which further engages:
 - Google Ireland Ltd., (seat: Dublin, Ireland, company number: 368047), scope: provision of cloud services;
 - RTB House Services sp. z o.o. (seat: Warsaw, company number: 0000698508), scope: campaign management.
- 10.3. Before appointing a new Subprocessor, Service Provider will duly notify the Client about its identity and scope of engagement. If within 7 days of such notice the Client objects to the appointment, Service Provider will refrain from engaging the Subprocessor.
- 10.4. With respect to each Subprocessor, prior to disclosing Client Personal Data, Service Provider will ensure that:
 - (a) Subprocessor is capable of providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that processing will meet the requirements of Data Protection Laws, this DPA and ensure the protection of the rights of Data Subjects, including by carrying out adequate due diligence;
 - (b) processing by Subprocessor is governed either by a contract or other legal act under Data Protection Laws that imposes the same data protection obligations as set out in this DPA and, upon request, provide Client with copiers thereof (which may be redacted to remove information not relevant to requirements of Data Protection Laws).

11. INTERNATIONAL TRANSFERS

Service Provider will not transfer or permit any Client Personal Data to be transferred to a territory outside of the country of incorporation of Service Provider unless (i) it is necessary to follow Client's Instructions, and (ii) Service Provider has undertaken measures necessary to ensure that transfer is in compliance with Data Protection Laws.

12. AUDIT RIGHTS

12.1. Service Provider will provide the Client with all information necessary to demonstrate compliance with this DPA and Data Protection Laws.

12.2. Service Provider will allow for and contribute to audits concerning Client Personal Data conducted by the Client or an independent auditor mandated by the Client. The Client will give Service Provider reasonable notice of any audit to be conducted under this Section, indicating its scope, form and desired Service Provider input.

13. LIABILITY

Service Provider will compensate the Client in accordance with the rules specified in the Principal Agreement for any violation of this DPA, including accidental loss, disclosure, destruction or damage to Client Personal Data on the part of Service Provider or any of its Subprocessors, except where any of the above resulted from following Client's Instructions.

14. TERM AND TERMINATION

14.1. The Client may terminate this DPA with immediate effect, if Service Provider or any of its Subprocessors violates the provisions of this DPA or any relevant Data Protection Laws.

14.2. Service Provider may terminate this DPA if the Client:

- (a) objects pursuant to Section 10.3. to a Subprocessor which Service Provider considers necessary to provide the Services;
- (b) issues an Instruction, including as a result of conducting an audit pursuant to Section 12, which Service Provider considers not feasible to implement.

15. FINAL PROVISIONS

15.1. In the event of discrepancies between this DPA and any other agreement concluded between the parties, including Principal Agreement, this DPA prevails processing unless the latter specifically stipulates otherwise.

15.2. In case any part of this DPA is deemed invalid or unenforceable, the remainder of this DPA will be construed in a manner preserving the parties' intentions as closely as possible.

15.3. Each party may propose amendments to this DPA which it considers to be required by Data Protection Laws or other regulations, interpretations, decisions or guidelines. In such cases, parties will cooperate to amend this DPA accordingly.

15.4. Unless disputes between the parties are resolved amicably, this DPA will be interpreted, construed and enforced in accordance with the law and by courts of a country of incorporation of Service Provider.

15.5. To the extent permitted by the law, each party may assign the rights and obligations arising out of this DPA onto a third party upon the other party's consent.

15.6. This DPA supersedes all other prior understandings between the parties with respect to the subject matter hereof.

15.7. For any requests with regard to the processing of Client Personal Data, the Client will contact Service Provider at dpo@adlook.com.
