DATA PROCESSING ADDENDUM

This Data Processing Addendum ("**DPA**") supplements 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 applies insofar as Service Provider uses tracking technologies on digital properties (including websites and mobile applications) indicated by the Client or processes Personal Data 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. If neither of the above conditions are met, this DPA does not apply.

1. DEFINITIONS

1.1. **Data Protection Laws** mean (i) Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC, ("**GDPR**"); (ii) UK Retained Regulation (EU) 2016/679 (**"UK GDPR"**) where any references to GDPR should be understood as references to corresponding provisions of UK GDPR; (iii) national legislation supplementing the GDPR and governing the processing of Personal Data;

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;

1.5. **Subprocessor** means any person engaged by the Processor pursuant to Article 28(2) and (4) GDPR to process Personal Data;

1.6. **Controller**, **Joint Controller**, **Processor**, **Data Subject**, **Personal Data**, **Personal Data Breach**, **Supervisory Authority** have the same meaning as in the GDPR.

2. SCOPE OF APPLICATION

2.1. Where the Client is subject to Data Protection Laws, this DPA applies in its entirety, defining the rights and obligations of the Client and Service Provider.

2.2.   Where the Client is not subject to Data Protection Laws, the following Sections apply to the Client: Section 3 (General Obligations), Section 14 (Liability), Section 16 (Final Provisions). The remaining sections apply only to Service Provider as an entity subject to Data Protection Laws and do not create any obligations for the Client.

2.3.   In case other local laws to which the Client is subject require making additional arrangements with regard to privacy-related matters concerning the performance of the Principal Agreement, the parties will make such arrangements.

3.   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 Directive 2002/58/EC of the European Parliament and of the Council of 12 July 2002 concerning the processing of personal data and the protection of privacy in the electronic communications sector, as amended by Directive 2009/136/EC or any future legislation replacing the same;

   b)   process Personal Data pursuant to a Client's Instructions in accordance with any laws applicable to such processing.

4.   APPOINTMENT OF PROCESSOR

4.1.   The Client appoints Service Provider to process Client Personal Data as a Processor pursuant to documented Instructions.

4.2.   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.

4.3.   The Client may issue Instructions to Service Provider during the term of this DPA.

4.4.   Service Provider will inform the Client if, in Service Provider's opinion, a given Instruction constitutes or leads to an infringement of Data Protection Laws.

4.5.   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, as required by the Data Protection Laws.

4.6.   Upon request Service Provider will provide the Client with necessary information to fulfil the above obligation.

4.7.   Taking into account the nature of processing and information available to it, Service Provider will assist Client in ensuring compliance with the obligations regarding data protection impact assessment pursuant to Articles 35 and 36 GDPR.

4.8.   Upon request, Service Provider will assist the Client in defining the processing activities conducted as part of Services, for the purpose of Client's record of processing activities.

5. NATURE AND PURPOSES OF PROCESSING

5.1 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.

5.2 Service Provider will process Client Personal Data for the purpose of creating or editing a personalised ads profiles for subsequent selection and delivery of personalized advertising banners to Data Subjects on third parties' digital properties as part of Services.

5.3 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).

6. CATEGORIES OF DATA SUBJECTS, TYPE OF PERSONAL DATA

6.1 Client Personal Data concerns users visiting digital properties indicated by the Client.

6.2 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.

7. DURATION OF PERSONAL DATA PROCESSING

7.1 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.

7.2 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.

7.3 After the provision of Services terminates, upon specific request 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.

7.4 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.

8. DATA SECURITY MEASURES & CONFIDENTIALITY

8.1 Service Provider will implement and maintain technical and organisational measures required by Article 32 of the GDPR 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.

8.2 The Client may from time to time request additional information on technical and organisational measures implemented by Service Provider.

8.3 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.

9.   PERSONAL DATA BREACHES

9.1   Service Provider will notify the Client without undue delay and not later than within 24 hours 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 Articles 33 and 34 GDPR.

9.2   Service Provider will cooperate with the Client and reasonably assist in the investigation, containment, mitigation and remediation of Personal Data Breach.

9.3   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.

9.4   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.

10.   DATA SUBJECT RIGHTS

10.1   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 Chapter III of GDPR, 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.

10.2   Service Provider will not communicate with Data Subjects without a Client's Instruction, unless required by Data Protection Laws.

11.   SUBPROCESSING

11.1   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.

11.2   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.

11.3   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.

11.4   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 GDPR,

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 copies thereof (which may be redacted to remove information not relevant to requirements of GDPR).

12. INTERNATIONAL TRANSFERS

Service Provider will not transfer or permit any Client Personal Data to be transferred to a territory outside of the European Economic Area 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. Those measures may include, in particular, executing standard data protection clauses referred to in article 46(2)(c) GDPR.

13. AUDIT RIGHTS

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

13.2 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.

14. LIABILITY

Service Provider will compensate the Client for direct damages incurred by the Client as a result of a 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. For the avoidance of doubt, any limits on Service Provider's liability established in the Principal Agreement shall not apply to this Section.

15. TERM AND TERMINATION

15.1 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.

15.2 Service Provider may terminate this DPA if the Client:

(a) objects pursuant to Section 11.3. 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 13, which Service Provider considers not feasible to implement.

16. FINAL PROVISIONS

16.1   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.

16.2   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.

16.3   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.

16.4   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:

(a)   specified in Principal Agreement, if it is a country from the European Union;

(b)   where Service Provider is registered.

16.5   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.

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

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