

DATA PROCESSING ADDENDUM

This Data Processing Addendum (hereinafter “**DPA**” or “**Addendum**”) shall form a part of one or more agreements for the provision of digital marketing services (together, the “**Principal Agreement**”), concluded or to be concluded between RTB House Client specified in detail in the Order signed between the Parties (hereinafter, the “**Client**”) and RTB House Korea LTD. registered in Korea with company number Reg. no.: 110114-0243680 whose registered office is at #109, Floor 3, 50 Jong-ro 1-gil, Jongno-gu, Seoul, Korea (hereinafter “**RTB House**”). RTB House and Client are hereinafter individually also referred to as a “**Party**” and together as the “**Parties**”.

The Parties hereby acknowledge and confirm that, in connection with performance of the Principal Agreement or mutually agreed actions undertaken in connection with anticipated conclusion and performance of the Principal Agreement, the Parties will process certain data, including but not limited to, unique online identifiers, such as cookie IDs and mobile advertising IDs which may constitute Personal Information under Applicable Data Protection Laws.

The Client entering into this Addendum is (1) an advertiser acting on its own behalf (as a Controller); or (2) an advertising agency, acting either on its own behalf (as a Controller) or on behalf of one or more advertisers (as a Processor). By means of this Addendum the Client entrusts the processing to RTB House as Processor (or accordingly a sub-Processor).

1. DEFINITIONS

1.1. In this Addendum, the following terms shall have the meanings set out below and cognate terms shall be construed accordingly:

- (a) “**Applicable Data Protection Laws**” means: Personal Information Protection Act 2011 (as amended in 2020) (the “**PIPA**”); (b) any national legislation governing the processing of Personal Information applicable to any of the Parties;
- (b) “**Client Personal Information**” means any Personal Information processed by the Client:
 - (1) on his own behalf (where the Client is acting as a Controller); or
 - (2) on behalf of one or more advertisers (where the Client is acting as a Processor) pursuant to an agreement concluded with such Controller

– processed by RTB House pursuant to this entrustment on behalf of the Controller in connection with the Principal Agreement, i.e. data which RTB House collects through tracking technologies on the digital properties specified by the Client that can be attributed to a user via cookies or other such tracking technology (e.g. the products the user viewed, etc.), or any other data provided to RTB House by the Client; for the avoidance of doubt the Parties confirm that Client Personal Information does not include: (i) RTB House Personal Information; (ii) aggregated statistical data which does not constitute Personal Information under Applicable Data Protection Laws;

- (c) **“Instruction”** means a direction, either in writing, in text form (e.g. by e-mail) or by using a software or online tool, issued by the Client to RTB House and directing RTB House to process Client Personal Information in a certain manner;
- (d) **“Processor”** means an outsourcee, i.e. a third party to which the Processing is outsourced by the Controller pursuant to art. 26 of PIPA.
- (e) **“RTB House Personal Information”** means any data which RTB House would have regardless of the Client’s use of the Services and data related to the display of advertisements as part of Services (including the impressions and Data Subject’s interactions with advertisements displayed as a part of Services);
- (f) **“Services”** means digital marketing services performed by RTB House for the Client pursuant to the Principal Agreement;
- (g) **“Subprocessor”** means any person (including any third party and any other RTB House group company) appointed by RTB House to process Personal Information on behalf of the Client in connection with the Principal Agreement;

1.2. The terms, **“Controller”**, **“Data Subject”**, **“Personal Information”**, **“Personal Information Breach”**, **“processing”**, **“Personal Information Protection Commission”** shall have the same meaning as in the PIPA and cognate terms shall be construed accordingly.

1.3. Other capitalized terms not defined in this DPA shall have the meaning given to them in the Principal Agreement.

2. APPOINTMENT OF PROCESSOR & SCOPE OF PROCESSING

2.1. The Client hereby appoints RTB House as a Processor of Client Personal Information for the purposes of performance of Services under the Principal Agreement. In case when the Client is Processing Personal Information on behalf of a specific Controller (acting as a Processor) pursuant to an agreement concluded with such Controller, the Client represents that it has a valid legal basis for processing of Client Personal Data and that it is authorized to appoint RTB House as a Processor of the Client Personal Data.

2.2. The RTB House shall process Client Personal Information exclusively for the purpose of performance of the Principal Agreement (including for the purposes of fraud detection necessary for uninterrupted performance of the Principal Agreement) and in accordance with this Addendum, which together shall constitute the Instruction of the Client. The Client shall be entitled to submit further Instructions with regard to the processing of Client Personal Information from time to time after execution of this Addendum and for duration of the Principal Agreement.

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- 2.3. The Client understands that it is responsible for ensuring legal basis for the use of cookies or other tracking technologies on the digital properties specified by the Client and for processing of Client Personal Information collected therewith as well as for providing Data Subjects with accurate and exhaustive information relating to processing of their Personal Information, as required by the Applicable Data Protection Laws. If agreed by the Parties, RTB House will assist the Client in complying with the above obligations.
 - 2.4. RTB House shall process Client Personal Information on a continuous basis. RTB House will perform the following operations on Client Personal Information: collection, preservation, ordering, storage, usage (for the purposes indicated in this Addendum), disclosure to other entities at the Client's request or where it is expressly laid down by the Applicable Data Protection Laws, removal. Client Personal Information shall be processed by RTB House in electronic form within electronic communications networks.
 - 2.5. The duration of processing of Client Personal Information shall encompass a period between the conclusion of this Addendum and the conclusion of the Principal Agreement, the duration of Principal Agreement and the period from the expiration of the Principal Agreement until deletion or return of Client Personal Information by RTB House in accordance with the terms of this Addendum.

3. PURPOSES OF PROCESSING & DATA SUBJECTS

- 3.1. Pursuant to the Addendum and the Principal Agreement RTB House shall process Client Personal Information for the purpose of direct marketing of Client's goods or services, by selection and delivery of personalized advertisements to Data Subjects on third party digital properties. As a part of such processing conducted on behalf of the Client, RTB House shall not use Personal Information collected on behalf of RTB House's others clients or received from any third parties.
- 3.2. Within the purpose specified in Section 3.1 above, the Client Personal Information processed by RTB House pursuant to this DPA and the Principal Agreement shall concern the users of digital properties, including websites and mobile apps, specified by the Client and covered by the Services in accordance with the Principal Agreement.

4. CATEGORIES OF CLIENT PERSONAL INFORMATION TO BE PROCESSED

- 4.1. Client Personal Information processed pursuant to the Addendum and the Principal Agreement shall concern the following categories of Client Personal Information:
 - (a) unique online identifiers, including cookie IDs and mobile advertising IDs;
 - (b) data related to Data Subject's activity on the digital properties controlled by the Client, or other digital properties, if applicable pursuant to the Principal Agreement;
 - (c) technical browser and device information ("user agent");
 - (d) timestamps recording Data Subject's activity;
 - (e) any other data concerning Data Subjects provided by the Client to RTB House for the purpose of performance of Services.

- 4.2. The Client undertakes not to transfer to or make available for RTB House any Client Personal Information which constitutes directly identifiable information, such as Data Subjects' names, telephone number, e-mail address, etc.

5. DATA SECURITY MEASURES & CONFIDENTIALITY

- 5.1. RTB House shall implement and maintain technical and organisational measures required pursuant to Applicable Data Protection Laws (i.e., Articles 23(2), 24(3), and 29 of the Personal Information Protection Act, Articles 21 and 30 of the Enforcement Decree thereof, and the 'Standards on Measures to Ensure Personal Information Security' (Personal Information Protection Commission Notification No. 2020-2)) including all organisational and technical security measures necessary to protect against unauthorised or accidental access, loss, alteration, disclosure or destruction of Client Personal Information, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing. Upon Client's request RTB House shall demonstrate which technical and organisational measures it has implemented.
- 5.2. RTB House shall ensure full confidentiality of Client Personal Information processed under this DPA, in particular by ensuring that:
- (a) access to Client Personal Information by any employee, agent or contractor of RTB House is strictly limited to those individuals who need to access the relevant Client Personal Information for the purposes of execution of the Principal Agreement;
 - (b) all its employees, agents or contractors comply with Applicable Data Protection Laws and are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

6. PERSONAL INFORMATION BREACHES

- 6.1. RTB House shall notify the Client without undue delay, not later than 24 hours after becoming aware of any Personal Information Breach, in particular any accidental or unlawful destruction, loss, alteration, unauthorised disclosure of Client Personal Information, providing the Client with sufficient information to allow the Client to meet any obligations to report or inform Data Subjects of the Personal Information Breach in accordance with Applicable Data Protection Laws.
- 6.2. RTB House shall co-operate with the Client and take such reasonable steps as are directed by the Client to assist in the investigation, mitigation and remediation of each Personal Information Breach.
- 6.3. RTB House will, in connection with any Personal Information Breach affecting Client Personal Information:
- (a) take such steps as are necessary to contain, remediate, minimise any effects of and investigate any Personal Information Breach and to identify its cause;
 - (b) co-operate with the Client and provide the Client with such assistance and information as it may reasonably require in connection with the containment, investigation, remediation and/or mitigation of a Personal Information Breach; and
 - (c) immediately notify the Client in writing of any request, inspection, audit or investigation by a Personal Information Protection Commission.

- 6.4. RTB House will not communicate with any third party, including but not limited to the media, vendors, consumers and affected individuals regarding any Personal Information Breach without prior written consent of the Client.

7. DATA SUBJECT RIGHTS

- 7.1. RTB House warrants and agrees to cooperate with and promptly assist the Client, through appropriate measures, insofar as this is possible and at no charge, in meeting its obligations to Data Subjects and Supervisory Authorities. This cooperation and assistance includes, but is not limited to:
- (a) enabling Data Subjects to exercise their rights;
 - (b) responding to inquiries, claims, and complaints from Data Subjects or Supervisory Authorities, received by the Client regarding the processing of Client Personal Information;
 - (c) assisting in defining the processing activities conducted on behalf of the Client, for the purpose of Client's record of processing activities;
 - (d) reporting Personal Information Breaches to Supervisory Authorities.

8. SUBPROCESSING

- 8.1. The Client authorises RTB House to appoint Subprocessors in accordance with this Section 8 and taking into consideration any provisions of the Principal Agreement.
- 8.2. The Client agrees that RTB House may engage the following Subprocessors i.e.:

RTB House S.A., with its registered office in Warsaw (00-819) 61 Żłota St., office 101, entered into the National Court Register held by the District Court for the Capital City of Warsaw in Warsaw, 12th Commercial Department of the National Court Register under KRS No. 0000462115, NIP (Tax ID) No. 527-269-40-02,

RTB House Services sp. z o.o., with its registered office in Warsaw (00-819) 61 Żłota St., office 101, entered into the National Court Register held by the District Court for the Capital City of Warsaw in Warsaw, 12th Commercial Department of the National Court Register under KRS No. 0000698508, NIP (Tax ID) No. 527-282-32-15.

- 8.3. RTB House shall give the Client prior written notice of the appointment of any new Subprocessor, including full details of the scope of the processing to be undertaken by the Subprocessor. If within **7 (seven) days** of receipt of such notice the Client notifies RTB House in writing of any objections to the proposed appointment, RTB House shall not appoint the proposed Subprocessor.
- 8.4. Should a Subprocessor fail to comply with obligations set out in the Applicable Data Protection Laws and relevant subprocessing agreement, RTB House shall be fully responsible to the Client for fulfilling the obligations of such Subprocessor and to provide any remedies for such Subprocessor's non-compliance.

9. AUDIT RIGHTS

- 9.1. RTB House shall make available to the Client on request all information necessary to demonstrate compliance with this Addendum and Applicable Data Protection Laws and shall allow for and contribute to audits, including inspections, by the Client or an auditor mandated by the Client in relation to the processing of Client Personal Information.

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- 9.2. The Client shall give RTB House reasonable notice of any audit or inspection to be conducted under Section 9.1 and shall make reasonable endeavours to avoid causing (or, if it cannot avoid, to minimise) any damage, injury or disruption to RTB House's business operations while its personnel is on RTB House's premises in the course of such an audit.
- 9.3. RTB House shall give access to its premises for the purposes of an audit:
- (a) to individuals duly authorised by the Client;
 - (b) during normal business hours at those premises, unless the audit or inspection needs to be conducted on an emergency basis and Client has given notice to RTB House that this is the case beforehand.
- 9.4. The individuals authorised by the Client for the purpose of conducting an audit shall be entitled in particular to:
- (a) access all documents and all information directly related to the processing of Client Personal Information pursuant to this Addendum and Principal Agreement,
 - (b) obtain written or oral explanations from RTB House employees to the extent necessary to conduct the audit.

10. RTB HOUSE PERSONAL INFORMATION

- 10.1. The Parties acknowledge that RTB House Personal Information shall not be subject to this Addendum, and RTB House shall be a Controller of RTB House Personal Information, individually or jointly with other entities. Personal InformationIf a Data Subject makes an inquiry to Client in respect of an obligation concerning RTB House Data, Client will direct the Data Subject to RTB House.
- 10.2. If it proves to be required for the performance of the Principal Agreement in accordance with Applicable Data Protection Laws, in particular due to changes of circumstances including without limitation any (i) changes in Applicable Data Protection Laws, or (ii) regulations, interpretations, decisions or guidelines of competent authorities, the Client shall implement or enable RTB House to implement appropriate measures to assure lawful use of cookies or other tracking technology and processing of Personal Information by RTB House and provide RTB House with all information and assistance as may reasonably be required to verify Client's compliance with this Section.

11. TERM AND TERMINATION

- 11.1. This Addendum is entered into for as long as RTB House processes Client Personal Information in accordance with this Addendum and the Principal Agreement.
- 11.2. The Client has the right to terminate this Addendum with immediate effect if RTB House violates the provisions of this Addendum or any relevant provisions of the Applicable Data Protection Laws.
- 11.3. Each Party may terminate this Addendum with immediate effect if the Parties fail to execute the Principal Agreement within reasonable time from conclusion of this Addendum and such Party no longer expects to continue cooperation with the other Party within the scope specified in the Principal Agreement.
- 11.4. After the end of the provision of Services, within the next 90 days RTB House shall delete all Client Personal Information in its possession, unless before the end of the provision of Services Client instruct RTB House to act

otherwise in connection with the Client Personal Information. This requirement shall not apply to the extent that RTB House is required by Applicable Data Protection Laws to retain or delete Client Personal Information.

12. LIABILITY

- 12.1. The limitations of liability contained in the Principal Agreement shall apply to the Parties' liability arising out of or related to the DPA.
- 12.2. RTB House shall indemnify any Data Subject or any third party for any damages due to the breach of this Addendum by RTB House or its officer, employee, or trustee, or any damages due to the termination of this Addendum attributable to RTB House or its officer, employee, or trustee.
- 12.3. If Client compensates for all or part of the damage incurred by the Data Subject or other third party, Client has the right to claim reimbursement from RTB House (in this case, the limitations of liability contained in the Principal Agreement shall apply).

13. FINAL PROVISIONS

- 13.1. In the event of any discrepancies between the provisions of this Addendum and any other agreements concluded between the Parties, including the Principal Agreement, the provisions of this Addendum shall prevail.
- 13.2. Each Party may propose variations to this Addendum which such Party reasonably considers to be necessary to address the requirements of any Applicable Data Protection Laws.
- 13.3. Should any provision of this Addendum be invalid or unenforceable, the remainder of this Addendum shall remain valid and in force. The invalid or unenforceable provision shall be either: (i) amended as necessary to ensure its validity and enforceability, while preserving the Parties' intentions as closely as possible or, if this is not possible, (ii) construed in a manner as if the invalid or unenforceable part had never been contained therein.
- 13.4. The Parties undertake to monitor and consult with each other all issues related to privacy and data protection applicable to Services, including legislation, case law, regulations, interpretations, decisions and guidelines of data protection authorities as well as digital advertising market self-regulatory initiatives, changes in market standards or best practices. Whenever anything in the above may threaten the validity, enforceability or adequacy of this Addendum, the Parties shall undertake all necessary actions to remedy such circumstance.
- 13.5. This Addendum and all disputes arising out of or relating to this Addendum shall be interpreted, construed and enforced in accordance with the laws applicable to the Principal Agreement. Any disputes and claims under this Addendum shall be adjudicated by courts specified in the Principal Agreement.
- 13.6. Notwithstanding any provisions of the Principal Agreement, the Parties hereby agree that by placing the Order in written form, including electronic form, the Parties shall be deemed to have accepted the provisions of the Addendum. This Addendum shall enter into force on the date of placing the Order to RTB House by the Client. The Parties hereby acknowledge that, where applicable, the Addendum shall apply to any personal data processing operations undertaken by the Processor prior to placing an Order by the Client as a part of preparation for provision of the Services.