

## 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 LATAM Limited registered in England and Wales with company number 10523064 whose registered office is at 293 Green Lanes, N13 4XS London, United Kingdom, CN: 10523064, Tax Identification Number: GB288543360 (hereinafter “**RTB House**”).

RTB House and Client are hereinafter individually also referred to as a “**Party**” and together as the “**Parties**”.

### 1. GENERAL PROVISIONS

- 1.1. In connection with performance of the Principal Agreement or mutually agreed actions undertaken in connection with anticipated conclusion and performance of the Principal Agreement, RTB House will process on behalf of the Client certain data, which may be considered personal data (hereinafter, the “**Client Personal Data**”) under the 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, as implemented by section 3 of European Union (Withdrawal) Act 2018 in conjunction with Data Protection Act 2018 (hereinafter, the “**UK GDPR**”), such as online identification numbers and data related to users’ online activity on Client’s or third parties’ digital properties, collected in particular through RTB House tags. For the avoidance of doubt the term “**Personal Data**” does not include aggregated statistical data which does not constitute Personal Data in accordance with the UK GDPR.
- 1.2. This Addendum is made under the assumption that the Client’s activity is not subject to Article 3 UK GDPR, in particular that the Client is not processing Personal Data in the context of the activities of the Client’s establishment in the UK or where the processing activities are related to: (a) the offering of goods or services to data subjects in the UK or (b) the monitoring the behaviour of such data subjects where their behaviour takes place in the UK.
- 1.3. RTB House is an entity incorporated and operating in the UK and thus is obliged to comply with UK data protection laws, including relevant UK GDPR provisions set out herein.
- 1.4. Nothing in this DPA shall render the Client subject to the UK GDPR obligations, and this DPA is made solely for the purpose of RTB House assuring compliance with the UK GDPR with respect to processing of Personal

Data, in particular assuring the level of security of processing Personal Data appropriate to the risk for the rights and freedoms of natural persons.

- 1.5. The terms: “**Data Subject**”, “**Personal Data**”, “**Personal Data Breach**”, “**Processing**”, “**Supervisory Authority**” shall have the same meaning as in the UK GDPR.

## **2. THE SCOPE OF PROCESSING**

- 2.1. RTB House shall process the Client Personal Data exclusively for the purpose of performance of the Principal Agreement and in accordance with this Addendum, which together shall constitute an instruction of the Client. The Client shall be entitled to submit further instructions with regard to the processing of the Personal Data from time to time after execution of the Principal Agreement and for duration thereof, either in writing, in textual form (e.g. by e-mail) or by using a software or online tool.
- 2.2. The Client is responsible for ensuring that Client Personal Data made available to RTB House for processing under the Principal Agreement may be processed by RTB House in a manner necessary to deliver the services under the Principal Agreement in accordance with all relevant laws to which the Client is subject.
- 2.3. RTB House shall process Client Personal Data on a permanent basis. RTB House will perform the following operations on the Client personal data: collection, preservation, ordering, storage, usage (for the purposes indicated in this Addendum and the Principal Agreement), disclosure to other entities at the Client’s request or where it is expressly laid down by the UK GDPR or other relevant laws, removal. Client Personal Data shall be processed by RTB House in electronic form within electronic communications networks.
- 2.4. RTB House shall not transfer or permit any Client Personal Data to be transferred to a territory outside of the United Kingdom unless RTB House has undertaken such measures as are necessary to ensure the transfer is in compliance with Applicable Data Protection Laws. Such measures may include (without limitation) transferring the Client Personal Data to a recipient in a country that the relevant authorities has decided provides adequate protection for Personal Data or based on standard data protection clauses referred to in UK GDPR. The Client consents to the transfer of Client Personal Data outside the UK, i.e. to the United States, in connection with using Google Cloud services by RTB House.
- 2.5. RTB House shall promptly inform the Client if, in the opinion of RTB House, the instruction issued to RTB House constitutes an infringement of the UK GDPR or other relevant laws.
- 2.6. RTB House shall process Client Personal Data for the term of the Principal Agreement and the period from the expiration of the Principal Agreement until deletion or return of the Client Personal Data 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 the Client Personal Data shall be processed for the purpose of providing behavioral advertising services, i.e. the delivery and optimization of digital advertisements to Data Subjects on third party digital properties.
- 3.2. Within the purpose specified in Section 3.1 above, the Personal Data processed by RTB House pursuant to this DPA and the Principal Agreement shall concern the following category of data subjects: users of digital properties, including websites and mobile apps, controlled by the Client or third parties.

#### **4. CATEGORIES OF CLIENT PERSONAL DATA TO BE PROCESSED**

- 4.1. The Personal Data processed pursuant to the Addendum and the Principal Agreement shall concern the following categories of non-personally identifiable Personal Data:
  - (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 third parties;
  - (c) technical browser and device information ("user agent");
  - (d) timestamps.

#### **5. DATA SECURITY MEASURES & CONFIDENTIALITY**

- 5.1. RTB House will implement and maintain the technical and organisational measures required pursuant to Article 32 of the UK GDPR including all organisational and technical security measures necessary to protect against unauthorised or accidental access, loss, alteration, disclosure or destruction of Client Personal Data, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.
- 5.2. RTB House shall ensure full confidentiality of the Client Personal Data processed under this DPA, in particular by ensuring that:
  - (a) access to Client Personal Data by any employee, agent or contractor of RTB House is strictly limited to those individuals who need to access the relevant Client Personal Data for the purposes of execution of the Principal Agreement;
  - (b) all its employees, agents or contractors comply with the UK GDPR and are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

#### **6. PERSONAL DATA BREACHES**

- 6.1. RTB House shall notify the Client without undue delay, not later than 24 hours after becoming aware of any Personal Data Breach, in particular any accidental or unlawful destruction, loss, alteration, unauthorised disclosure of Client Personal Data.

- 6.2. RTB House shall co-operate with Client and take such reasonable steps as are directed by Client to assist in the investigation, mitigation and remediation of each Personal Data Breach.
- 6.3. RTB House will, in connection with any Personal Data Breach affecting Client Personal Data:
- (a) take such steps as are necessary to contain, remediate, or minimise any effects of and investigate any Personal Data 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 Data Breach; and
  - (c) immediately notify the Client in writing of any request, inspection, audit or investigation by a Supervisory Authority.
- 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 Data Breach without prior written consent of the Client.

## **7. ADDITIONAL OBLIGATIONS**

- 7.1. To the extent required by the UK GDPR or other relevant laws and insofar as this is possible, RTB House shall, through appropriate measures, meet its obligations specified in the UK GDPR, including but not limited to:
- (a) responding to inquiries, claims, and complaints from Supervisory Authorities;
  - (b) maintaining records of processing activities;
  - (c) reporting Personal Data Breaches to Supervisory Authorities.

## **8. SUBPROCESSING**

- 8.1. RTB House may appoint Subprocessors in accordance with this Section 8 and taking into consideration any provisions of the Principal Agreement. For the purpose of this Addendum, the term “**Subprocessor**” shall mean any person (including any third party and any other RTB House group company) appointed by RTB House to process Personal Data on behalf of the Client in connection with the Principal Agreement.
- 8.2. RTB House may continue to use those Subprocessors already engaged by RTB House at the date of providing the Client with this Addendum, 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, 12<sup>th</sup> 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 Złota St., office 101, entered into the National Court Register held by the District Court for the Capital City of Warsaw in Warsaw, 12<sup>th</sup> Commercial Department of the National Court Register under KRS No. 0000698508, NIP (Tax ID) No. 527-282-32-15, subject to RTB House as soon as practicable meeting the obligations set out in section 8.4 below.

- 8.3. RTB House shall give Client prior written notice of any intended changes concerning the addition or replacement of Subprocessors, including full details of the processing to be undertaken by such Subprocessors. 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 make such change.
- 8.4. With respect to each Subprocessor, RTB House shall:
- (a) before the Subprocessor first processes Personal Data, carry out adequate due diligence to ensure that the Subprocessor is capable of providing the level of protection for Client Personal Data required by the Principal Agreement;
  - (b) ensure that the arrangement between RTB House and the Subprocessor is governed by a contract in written or document form, or other legal act that includes terms which offer at least the same level of protection for Client Personal Data as those set out in this Addendum and which meet the relevant requirements of article 28(3) of the UK GDPR;
  - (c) provide to Client for review such copies of the agreements with Subprocessors (which may be redacted to remove confidential commercial information not relevant to the requirements of this Addendum) as Client may request from time to time.
- 8.5. Should a Subprocessor fail to comply with obligations set out in the UK GDPR and the 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 the UK GDPR 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 the Client Personal Data.
- 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 the 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 Data 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. LIABILITY**

- 10.1. RTB House shall compensate the Client for all damages incurred by the Client as a result of RTB House's, its employees, representatives or Subprocessors unauthorised and/or unlawful processing or accidental loss, disclosure, destruction or damage to Client's Personal Data, save where such loss, disclosure, destruction or damage was carried out or incurred at the Client's request.

## **11. FINAL PROVISIONS**

- 11.1. This Addendum remains binding for as long as RTB House processes data on behalf of the Client in accordance with this Addendum and the Principal Agreement. After the end of the provision of Services, within the next 90 days RTB House shall delete all Client Personal Data 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 Data. This requirement shall not apply to the extent that RTB House is required by Applicable Data Protection Laws to retain Client Personal Data.
- 11.2. In the event of any discrepancies between the provisions of this Addendum and any other agreements concluded between RTB House and the Client, including the Principal Agreement, the provisions of this Addendum shall prevail with regards to processing of Client Personal Data.
- 11.3. Should any provision of this Addendum be invalid or unenforceable, then the remainder of this Addendum shall remain valid and in force. The invalid or unenforceable provision shall be either: (i) amended by RTB House as necessary to ensure its validity and enforceability, while preserving RTB House 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.
- 11.4. Notwithstanding the application of relevant laws under the Principal Agreement, this Addendum shall be in accordance with the UK GDPR and other relevant data protection legislation applicable to RTB House.

11.5. 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.