

## DAX PARTNER DATA PROCESSING ADDENDUM TO THE AGREEMENT

THIS DATA PROCESSING ADDENDUM is made

### BETWEEN

- (1) **GLOBAL MEDIA GROUP SERVICES LIMITED** a company incorporated in England and Wales under Company Number 03296557 and with its registered office at 30 Leicester Square, London, WC2H 7LA ("**Global**"); and
- (2) The party defined as "Partner" under the Agreement ("**Partner**").

### RECITALS

- (A) Global and Partner entered into an agreement for the provision of the Services under the Agreement ("**Agreement**"). Global and Partner have agreed to enter into this data processing addendum to supplement the Agreement in order to ensure that adequate safeguards are put in place with respect to the protection of Personal Data processed under the Agreement as required by Data Protection Laws ("**Addendum**").
- (B) This Addendum is intended to apply if and to the extent Global collects or otherwise processes the Personal Data of users belonging to Partner in connection with the Services.
- (C) The terms in this Addendum (including the appendices) are incorporated into the Agreement and will be effective and replace any previously applicable terms relating to their subject matter from the Effective Date.

## 1. Definitions and Interpretation

1.1 The following expressions are used in this Addendum.

"**Appointed Sub-Processor**" shall mean any Sub-Processor appointed by Global in connection with the provision of the Services as set out in Exhibit A;

"**Affiliate**" shall mean means any subsidiary, any holding company or ultimate holding company of Global and any subsidiary of such holding company ("subsidiary" and "holding company" having the meanings given to them in the Companies Act 2006);

"**Applicable Laws**" shall mean the laws, regulation and other similar instruments applicable to Global or the Partner;

"The terms, "**Controller**", "**Data Subject**", "**Personal Data**", "**Personal Data Breach**", "**Processor**", "**Processing**" and "**Supervisory Authority**" shall have the same meaning as in the UK GDPR, and their cognate terms shall be construed accordingly. Terms defined in the UK GDPR, shall have the same meaning when used in this Agreement, unless defined in this Agreement.

"**Data Protection Laws**" means the UK Data Protection Laws and any other applicable data protection and privacy legislation and regulatory requirements in force from time to time;

"**Effective Date**" means the effective date specified in the Agreement;

"**GDPR**" means the General Data Protection Regulation ((EU) 2016/679);

"**Partner Data**" means any Personal Data in respect of which Partner is a data controller that is processed by Global in connection with its performance of the Services;

"**Services**" means the services provided by Global under the Agreement between the Partner and Global;

**“UK Data Protection Laws”** means all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018; the Privacy and Electronic Communications Regulations 2003 (as amended); and the regulatory requirements of the ICO; and

**“UK GDPR”** means the GDPR as retained in UK law pursuant to the European Union (Withdrawal) Act 2018.

1.2 The words **"include"** and **"including"** shall not be interpreted as limiting the generality of any foregoing words.

## **2. Addendum and Status of Parties**

2.1. This Addendum shall be in full force and effect from the Effective Date.

2.2. Partner acknowledges and agrees that Partner is the Controller of the Partner Data processed by Global in its performance of the Services, and that Global shall act as Processor in its performance of the Services. Accordingly, save where otherwise required under Applicable Laws, Global shall only process Partner Data as set out in Exhibit A: (a) on behalf of and for the benefit of Partner; and (b) in accordance with Partner’s reasonable written instructions. Where Global is required by Applicable Laws to process Partner Data otherwise than in accordance with (a) and (b), Global shall, to the extent permitted by Applicable Laws, inform Partner of the legal requirement before the relevant processing of the Partner Data.

## **3. Authorisation to Share Partner Data**

Partner acknowledges and agrees that Global may process and share Partner Data to any person or entity as follows: (a) to contractors, agents and other third parties (including Global Affiliates) which act as subcontractors for the purpose of providing the Services (such parties being **“Sub-Processors”**) as set out in clause 5; (b) to contractors, agents and other third parties which act as independent Controllers in connection with Services and process the Personal Data for purposes and through means which they determine (such parties being **“Authorised Controllers”**) as set out in clause 6; and (c) as reasonably necessary for the provision of the Services and consistent with the Agreement.

## **4. Partner Representations, Warranties and Covenants**

4.1. Partner represents, warrants, and covenants: (a) it shall provide Personal Data in compliance with Applicable Laws; (b) that a user or listener has actively consented to the processing of his or her Personal Data; (c) all requests for consent shall comply with the requirements under Data Protection Laws including that it shall be presented in a manner which is clearly distinguishable from other matters, in an intelligible and easily accessible form, using clear, and plain language; and (d) the Partner Data shall be up to date, accurate, and complete. Partner shall have sole responsibility for the accuracy, quality, and legality of Partner Data, and the means by which it acquired Partner Data and established consent as the legal basis for processing under Data Protection Laws.

4.2. Partner acknowledges and agrees (a) Data Subjects shall have the right, and shall have been informed of the right, to withdraw their consent at any time; (b) if applicable, it shall inform Global of any rights enforced by Data Subjects relevant to the Personal Data processed under the Services, including the withdrawal of consent; and (c) it will update and notify Global of any modification to any distribution means (i.e. player) and provide such information in a manner reasonably acceptable to Global.

## **5. Use of Sub-Processors**

5.1. Partner authorises Global and each Global Affiliate to appoint (and permits each Sub-Processor appointed in accordance with this clause 5 to appoint) Sub-Processors in accordance with this clause 5 and any restrictions in the Agreement.

5.2. Global may continue to use those Sub-Processors already engaged by Global as at the date of this Agreement, including the appointment of any Appointed Sub-Processor. Global shall give Partner written notice of the appointment of any new Sub-Processor, including details of the processing to be undertaken by the Sub-Processor. If, within thirty (30) days of receipt of that notice, Partner notifies Global in writing of any objections (on reasonable grounds) to the proposed appointment, Global shall not appoint or disclose any Partner Data to that proposed Sub-Processor until reasonable steps have been taken to address the objections raised by any Partner and Partner has been provided with a reasonable explanation of such steps.

- 5.3. Where any Appointed Sub-Processor of Global will be processing Partner Data on behalf of the Partner, Global shall ensure that a written contract exists between Global and the Appointed Sub-Processor containing clauses substantially similar to those imposed on Global in this Agreement.

## **6. Transfers of Personal Data to Controllers**

- 6.1. Partner authorises Global and each Global Affiliate to transfer Partner Data to Authorised Controllers where necessary for Partner to receive the Services. The parties set out each Authorised Controller and its purpose for processing the Partner Data, more specifically, the Personal Data in Exhibit B. The parties agree that the list of Authorised Controllers may be updated from time to time where there are changes made within the DAX ecosystem. Global shall notify Partner each time, where email shall suffice, when the list at Exhibit B is updated. A new Authorised Controller is deemed accepted if the Partner doesn't object within seven (14) days after receiving the notification from Global.
- 6.2. The Partner may at any time amend or withdraw the instructions set out in this clause 6 in relation to one or more of the Authorised Controllers by providing no less than (thirty) 30 days prior written notice to Global by emailing to the following address DAX-GDPR@global.com in accordance with the terms of the Agreement. To the extent to which they are available and not subject to any confidentiality obligations, Global may provide details to Partner of the use made of Partner Data by each Authorised Controller in its capacity as Controller if requested.

## **7. Transfer of Personal Data outside of the UK**

- 7.1. Global agrees not to transfer Partner Data to, or process such data (in each case referred to hereafter as a "**Transfer**") in, a location outside of the United Kingdom (UK) (other than exclusively in the European Economic Area or in an Adequate Country), without Partner's prior written consent which shall not be unreasonably withheld or delayed.
- 7.2. For the purposes of this clause 7, Partner hereby consents to Transfers outside of the UK or EEA to a third country where: (a) Global or an Appointed Sub-Processor (as the case may be) has entered into standard contractual clauses for the transfer of Personal Data to Processors established in third countries, as approved by the European Commission and/or the ICO (where applicable), with Partner (or a Partner Affiliate) as the data exporter; (b) Global or its Sub-Processor (as the case may be) has Binding Corporate Rules, approved by the Supervisory Authority; (c) such Transfer is subject to an adequacy decision by the European Commission; or (d) where the Transfer otherwise complies with Data Protection Laws.

## **8. Security**

- 8.1. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing the Partner Data as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Global shall in relation to the Partner Data implement appropriate technical and organizational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in the UK GDPR.
- 8.2. In assessing the appropriate level of security, Global shall take account the risks that are presented by processing Personal Data, in particular from a Personal Data Breach.

## **9. Security Incidents and Notices to Third Parties**

Global shall notify Partner without undue delay upon Global becoming aware of a Personal Data Breach affecting Partner Data and shall provide Partner with such reasonable co-operation and assistance as may be required to comply with any reporting obligations which may apply in respect of any such Personal Data Breach. Any such assistance required by Global under this clause 9 shall be at the cost of Partner.

## **10. Assistance**

- 10.1. Taking into account the nature of the processing, Global shall assist Partner by implementing appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of the Partner's obligations, as reasonably understood by the Partner, to respond to requests to exercise Data Subject rights under Data Protection Laws.

- 10.2. Taking into account the nature of the processing and the information available to Global, Global shall assist Partner in ensuring compliance with Partner's obligations in respect of security of Personal Data, data protection impact assessments and prior consultation requirements under Data Protection Law.
- 10.3. Global shall: (a) promptly notify Partner if it or its Sub-Processors receive a request from a Data Subject under any Data Protection Law in respect of Partner Data; and (b) ensure that it and its Sub-Processors do not respond to that request except on the documented instructions of Partner or as required by Applicable Laws to which it or its Sub-Processor is subject, in which case Global shall to the extent permitted by Applicable Laws inform Partner of that legal requirement before it or its Sub-Processor responds to the request. Partner acknowledges and agrees that any assistance required by Global beyond the requirements of the Applicable Laws shall be at the sole cost of Partner.

## **11. Deletion or Return of Partner Data**

- 11.1. Global shall retain copies of the Partner Data for a period of ninety (90) days (the "**Retention Period**") from the date of termination of the Agreement. On expiry of the Retention Period, Global shall promptly delete and procure the deletion of all copies of Partner Data.
- 11.2. Partner may in its absolute discretion by written notice to Global require Global to (a) return a complete copy of all Partner Data to Partner by secure file transfer in such format as is reasonably notified by Partner to Global; and (b) save as otherwise set out in this clause 11, delete and procure the deletion of all other copies of Partner Data processed by it or an Appointed Sub-Processor.
- 11.3. Global and each Appointed Sub-Processor may retain Partner Data to the extent and for such period as required by Applicable Laws; provided that Global shall ensure the confidentiality and anonymity of all such Partner Data and that such Partner Data is only processed as necessary for the purpose(s) specified in the Applicable Laws and Services requiring its storage and for no other purpose.
- 11.4. Global shall, at the request of the Partner, provide written certification to Partner that it has fully complied with this clause 11 within thirty (30) days of the expiry of the Retention Period upon receipt of a written request.

## **12. Right to Monitor**

Upon sixty five (65) days' prior written notice by Partner, at Partner's expense, Global shall grant Partner (or a mutually acceptable independent auditor) permission to perform an assessment, audit, examination or review (commonly an "**Assessment**") of all controls in Global's organizational, physical and/or technical environment in relation to all Partner Data being processed and/or services being provided to Partner pursuant to the Agreement. Such Assessment shall be carried out no more than once per year. Global shall cooperate with such Assessment by providing reasonable access to knowledgeable personnel, physical premises, documentation, infrastructure and application software that processes, stores or transfers Partner Data pursuant to the Agreement, showing how Global complies with its obligations related to privacy and data security under the Agreement (including this Schedule. In addition, upon Partner's prior written request, Global shall provide Partner with the results of any audit performed by or on behalf of Global that assesses the effectiveness of Global's information security program as relevant to the security and confidentiality of Partner Data shared during the course of the Agreement. Global acknowledges and agrees that Supervisory Authorities may request information from Global and carry out investigations in the form of data protection audits of Global, in accordance with Applicable Laws (commonly "**Authority Assessments**"). To the extent legally permissible, Global shall notify Partner promptly, giving full details of Global's concerns, if it considers any request by Partner under this clause 12 infringes Applicable Laws.

## **13. Conflicts**

In the event of any conflict between this Schedule and the Agreement, these terms will govern solely with respect to the subject matter hereof.

## EXHIBIT A

### DATA PROCESSING DETAILS

#### A. Duration of the processing:

The duration of the processing will be until the expiry of the Agreement.

#### B. Nature and purpose of the processing:

The processing is made for the following purposes:

The trading of Partner's inventory and management of the resulting campaigns through Global's proprietary ad-serving platform and chosen third party partners.

#### C. Type of Personal Data:

The Personal Data processed concern the following categories of data:

- *Identifiers*: email address, IP Address, information that may be used for device fingerprinting, geo-location (e.g. latitude & longitude);
- *Demographic information*: location, age range, gender and other client-specified demographics; and
- *Behavioural information*: inferences or specific information about users' product interests, website browsing information, online purchases and website registrations.

#### D. Categories of Data Subjects:

The Personal Data processed concern the following categories of Data Subjects:

Users of the relevant technologies, players and/or platforms as owned, operated or used by the Partner to serve such users with Partner's services.

#### E. Processing Instructions

Any specific processing instructions given by Partner to Global in writing with respect to Partner Data.

#### F. Appointed Sub-Processors

*Demand Side Platform (DSP) Sub-Processors:*

In accordance with clause 5, Partner authorises Global and each Global Affiliate to use the following Appointed Sub-Processors in respect of the Personal Data processed under the Agreement for the purposes of allowing a single point of access and purchase of advertising inventory through a DSP.

1. [Adobe Systems Incorporated](#)
2. [Adswizz Inc \(t/a Audiomatic\)](#)
3. [Bidswitch GmbH](#)
4. [Xandr](#)
5. [The Trade Desk](#)
6. [Tambo](#)

**EXHIBIT B**

**AUTHORISED CONTROLLERS**

1. In accordance with clause 6, Partner authorises Global and each Global Affiliate to transfer the Personal Data under this Agreement to each of the following Demand Side Platforms (DSPs), which regard themselves as an independent Controller and quote the following purposes for processing in respect of the Personal Data (“**Processing Purposes**”).

DSP	Status	Processing Purposes
AppNexus	Authorised Controller	<p><i>“AppNexus is an independent data controller with respect to any personal data collected or received by us:</i></p> <ul style="list-style-type: none"> <li>• <i>When receiving an ad call to fill advertising inventory on a publisher’s web page (direct supply), we are a controller with the publisher.</i></li> <li>• <i>When receiving an ad call to bid on advertising inventory on a publisher’s web page from an external supply source (SSP or other exchange), we are a controller with the SSP or exchange.</i></li> <li>• <i>When receiving calls from our measurement pixels (e.g., conversion and viewability), we are a controller with an advertiser or publisher.”</i></li> </ul>
The Tradedesk	Authorised Controller	<p><i>“Please refer to The Tradedesk Privacy policy:</i>  <a href="https://www.thetradedesk.com/general/privacy">https://www.thetradedesk.com/general/privacy</a>”</p>
Google DV360	Authorised Controller	<p><i>“To run a safe and effective buy-side business, Google DV360 needs to determine the purpose and means of use for information from exchanges/SSPs, for example in determining if traffic is invalid</i>  <a href="https://policies.google.com">https://policies.google.com</a>. Gogle DV360’s controller to controller terms are found here <a href="https://privacy.google.com/businesses/controllerterms/">https://privacy.google.com/businesses/controllerterms/</a>”</p>
Mediamath	Authorised Controller	<p><i>“Please refer to the following:</i>  <a href="http://www.mediamath.com/privacy-policy#Section-1">http://www.mediamath.com/privacy-policy#Section-1;</a>  <a href="http://www.mediamath.com/legal/processingpurposes/">http://www.mediamath.com/legal/processingpurposes/</a>”</p>
Verizon - Oath	Authorised Controller	<p><i>“We refer to The Working Party Article 29 guidance given (see: <a href="#">this link</a>) which states in part, “when behavioural advertising entails the processing of personal data, ad network providers also play the role of data controller”. In addition, in the <a href="#">Vectaury decision</a>, the French data authority found that Vectaury (the provider of a behavioural advertising SDK) was a data controller for the purposes of GDPR because of its position as an ad exchange. We believe that these (and other authorities) all point to the requirement that a sell-side platform should be a data controller for the purposes of GDPR.<a href="https://www.verizonmedia.com/insights/oath-and-gdpr">https://www.verizonmedia.com/insights/oath-and-gdpr</a>”</i></p>
Xandr	Authorised Controller	<p>Xandr is a data controller of any other personal data other than which it processes on behalf of Global as a processor under its services to Global.</p>