

DATA PROCESSING AGREEMENT
Controller to Processor

Seedtag is committed to processing personal data in a secure, fair and transparent manner. Seedtag, therefore, processes such data in accordance with applicable privacy and data protection laws.

In order to adequately protect the right to data protection and privacy of individuals, the following terms and conditions govern the processing of personal data by Seedtag. This Data Processing Agreement is incorporated by reference into Seedtag's Publisher Terms and Conditions, Purchase Orders and Agency Terms and Conditions (the "**Seedtag Terms**") and therefore, amends, supplements and/or replaces any other document of a contractual nature signed with Seedtag and does not require any further action.

The original version of this document is written in Spanish. The Spanish version of this document shall prevail in the event of any conflict with any version of this document or part thereof that has been translated into another language (including English).

This Data Processing Agreement (this "**DPA**") is made and entered into on the Effective Date of the Purchase Order, as applicable, by and between Seedtag and you (the "**Company**"). Seedtag and the Company may be individually referred to herein as a "Party" and collectively as the "Parties". For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

For the purposes of this DPA, the following terms shall have the respective meanings ascribed to them as follows:

(a) (a) "**Data Protection Laws**" means all laws, regulations, regulatory requirements, guidance, codes of practice and self-regulatory principles applicable to the processing of Personal Data (as amended and/or replaced from time to time), including but not limited to the European Data Protection Laws and the California Consumer Privacy Act ("**CCPA**"); "**Industry Standards**" means any industry guidelines to which the Party is or has agreed to be bound (as applicable), including from the Interactive Advertising Bureau (**IAB**), the Network Advertising Initiative (**NAI**), and the Digital Advertising Alliance (**DAA**), as amended or superseded.

(b) "**EEA**" means the European Economic Area, Switzerland and the United Kingdom; "**EU**" means the European Union;

(c) "**European Data Protection Laws**" means (i) Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (sometimes referred to as the General Data Protection Regulation) ("**GDPR**"); (ii) Directive 2002/58/EC of the European Parliament and of the Council concerning the processing of personal data and the protection of privacy in the electronic communications sector (sometimes referred to as the e-privacy Directive); (iii) any regulation or other laws implementing such Directive in any member state of the European Union ("**Member State**"); (iv) any laws in the United Kingdom replacing any of the above on or after the time that the United Kingdom ceases to be a Member State; and (v) any modification, extension or re-enactment of any of the above from time to time.

(d) The terms "**Controller**", "**Data Subject**", "**Joint-Controller**", "**Processor**", "**Process**", and "**Processing**" have the respective meanings ascribed to them in the GDPR;

(e) "**Personal Data**" means information relating to an identified or identifiable natural person ("**Data Subject**"); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, identification number, location data, an online identifier or to one or more factors specific to their physical, physiological, genetic, mental, economic, cultural or social identity. For the avoidance of doubt, Personal Data includes Personal Information (as that term is defined by the CCPA);

(f) "**Company Personal Data**" means all Personal Data provided by or on behalf of Company to or otherwise collected, accessed or processed by Seedtag in connection with Seedtag's performance of the main agreement between Seedtag and Company (the "**Agreement**"). Such Personal Data relates to User(s) (i.e., they are the Data Subjects or Consumers) and may comprise (for each ad request) any or all of the following: IP address; city/country/ZIP code; longitude/latitude and; Seedtag's unique ID.

(g) **"Purpose"** means the purpose of performing Seedtag's services under the Agreement and at all times subject to the terms of the Agreement.

(h) **"Standard Contractual Clauses (SCCs)"** means the Standard Contractual Clauses (Module Two concerning Controller-to-Processor data transfers), as approved by the European Commission (EC) under Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council, as may be amended or superseded from time to time;

(i) **"User"** means a user of or visitor to any Company Web Site, as defined in the Purchase Order, if applicable.

2. SCOPE

The scope of application of this DPA shall be limited to cases where the Data Controller or the Data Subjects are residents in the European Economic Area (EEA) and/or Switzerland and where Seedtag acts as a Data Processor for a third party who is the Data Controller. The Data Controller declares, guarantees and assumes that any information, including but not limited to personal data, under its responsibility and/or ownership, which it provides to the Data Processor is not the property or responsibility of Seedtag and, therefore, it exempts and undertakes to hold Seedtag harmless from any liability and/or third-party claims regarding such information.

3. PURPOSE

Seedtag, in its capacity as Data Processor, will have access to certain personal data, such information shall be that which is necessary for Seedtag to provide its services (the **"Services"**).

Seedtag will process Personal Data in accordance with the purposes set out in this document, the Purchase Orders and/or in the applicable terms and conditions, without prejudice to any additional purposes indicated by the Company during the contractual relationship; these must be requested by means of express written authorization from the Company (which, if granted, would be included as an appendix to this annex and would become part of this annex from the date on which it is incorporated).

The provision of these services will require Seedtag to carry out the following processing activities:

- a) **Collecting** (*capture information containing personal data*).
- b) **Recording** (*enter or record information in automated or non-automated system or device for subsequent processing*).
- c) **Structuring** (*order and structure data for ease of processing*).
- d) **Storage** (*keep information for a specific term*).
- e) **Extraction** (*obtain information from an original system or device to send or transfer it to another system or device*).
- f) **Consultation** (*search for data on the system or device where it is recorded*).
- g) **Disclosure by transfer** (*send data electronically from its original system or device to another recipient*).
- h) **Sharing or any other form of providing access, comparison, interconnection or communication**, (*make information recorded on a system or device available to other users or recipients*).
- i) **Erasure** (*delete or remove information from the system or device where it is originally recorded*).
- j) **Destruction** (*make a physical medium unusable in order to prevent access to information*).

4. TYPES AND CATEGORIES OF PERSONAL DATA

The following types of personal data will be processed:

- a) Information about the user's device or browser.
- b) General location data of the user.
- c) User interaction with advertisements.
- d) User IP.

The categories of Data Subjects for the purposes of this DPA are users accessing the Controller's Website(s).

5. TERM AND DATA RETENTION POLICY

The term of this DPA will be that of the Purchase Order. The cancellation, termination or extinction of the contractual relationship for the provision of services between the Company and Seedtag will entail the deletion of the personal data and the removal of any copies in Seedtag's possession.

Notwithstanding the provisions of the previous paragraph, the Data Processor will be able to store any processed data and information that has been duly blocked while any liability may be claimed regarding the Data Processor's relationship with the Data Controller.

Once the limitation period for bringing a claim in connection with data retention has elapsed, the Data Processor must destroy the data by the means stated above.

The termination of this DPA does not imply the termination of rights and obligations relating to confidentiality and the protection of confidential information in accordance with the provisions of this DPA and/or any other applicable documents in this regard.

This obligation is of a generic nature and applies generally to data and information provided within Seedtag's Services provision to the Company.

6. DATA CONTROLLER'S OBLIGATIONS

The Controller undertakes to:

- a) Deliver the Personal Data for processing to the Processor.
- b) Notify the Processor as soon as possible of any changes to the processing or processed personal data which entail it must implement different or additional security measures to those described in this DPA.
- c) Comply with its obligations under data protection laws in force at any given time, and to supervise processing activities, where necessary, and carry out inspections and audits when required to do so. This is to include, but not be limited to, the following issues: (i) Establishing the lawfulness, legitimacy and validity of the data processing, which will be carried out by performing Data Protection Impact Assessments and complying with the accountability principle before Data Subjects and Data Protection Authorities, (ii) Ensuring insofar as possible that the consent granted by legal representatives of those Data Subjects that are under fourteen (14) years of age is appropriately obtained, (iii) Undertaking reasonable steps to ensure that Data Subjects are aware of their data protection rights and (iv) Developing and implementing internal protocols and procedures designed to prove that the processing of data is consistent with this DPA and in compliance with applicable regulations.

7. DATA PROCESSOR'S OBLIGATIONS

Seedtag undertakes to:

- a) To process the Personal Data provided by the Data Controller following the instructions set in this DPA and not to use the data for different processing purposes. More specifically, Seedtag undertakes to process the personal data in accordance with the instructions it receives from the Data Controller at any given time, as well as with the provisions of the applicable data protection regulations.
- b) Not to perform any other processing operation regarding the Personal Data, as well as not to apply or use the data for any purpose other than the provision of the service referred to in this DPA, or to use such data for its own purposes.
- c) Keep a Record of Processing Activities carried out on behalf of the Controller, where necessary, in accordance with Article 30 of the GDPR.

- d) Provide assistance to the Controller in carrying out Data Protection Impact Assessments, as well as prior consultations from the Data Protection Authorities, where appropriate.
- e) Make available to the Data Controller, if requested, the necessary information to prove compliance with its obligations, as well as to allow and actively assist in the performance of audits or inspections carried out by the Data Controller and/or by an authorized auditor.

Audits will be carried out with a maximum frequency of one (1) per year and must be notified thirty (30) days in advance, all expenses, fees, taxes and charges arising from the conduct of such an audit shall be borne by the Controller.

Moreover, and notwithstanding the above, Seedtag conducts internal and external audits sporadically.

- f) To preserve the confidentiality and professional secrecy of all personal data processed under this DPA, as well as the duty to keep it secret during the term of the main agreement and after its termination, while the personal data processed are of such confidential nature. Therefore, the Data Processor shall ensure that the persons authorized to process personal data undertake to uphold said confidentiality and comply with the appropriate security measures, of which the Data Processor shall inform them as necessary.

8. WARRANTIES AND DATA PROTECTION RIGHTS

In the processing of personal data, Seedtag, as Data Processor, undertakes to ensure and protect the public freedoms and fundamental rights of individuals and, in particular, their honor and their personal and domestic privacy.

Seedtag will cooperate with the Data Controller in order to comply with the data subjects' data protection rights requests and shall inform them that they may exercise their rights of access, erasure, rectification, the right to object, restriction of processing and/or portability by means of a letter addressed to the Data Controller at the postal address and/or e-mail address that may be applicable in each case.

Should a Data Subject exercise any of the rights set out in the preceding paragraph directly before Seedtag, it undertakes to forward the request to the Data Controller within a maximum of ten (10) business days upon receipt of the request.

Company shall: (i) Allow Seedtag to integrate its technology as necessary to provide its services in the Company Property, if applicable, by means of which Seedtag will process Personal Data; (ii) ensure that the Company Property has a Privacy Policy (as hereinafter defined). For the purposes of this DPA "Privacy Policy" means a privacy policy that complies with Data Protection Laws, which is clearly labelled and prominently available to Users of the Company Property, and that contains the following: (A) a description of the use of advertising technology relating to data collection and targeting activities; (B) a description of the collection and use of User data by Company and third parties; (C) a description of the provision of User data to third parties; and (D) a free, functioning, easy to use "opt-out" or "unsubscribe" method for users to opt-out of data collection; (iii) collect Users' consent in accordance with Data Protection Laws under Company's exclusive responsibility (iv) provide or ensure that notices and information are provided to all Users to whom any Company Personal Data concerning the Processing of their Company Personal Data under or in connection with this DPA and/or the Agreement, as are required by Data Protection Laws and; (v) include the Personal Data Processing activities to be carried out by Seedtag in the Consent Management Platform ("CMP") or any additional consent management technology implemented by Company in the Company Property which shall include a link to Seedtag's Privacy Policy, if applicable.

9. DUTY OF INFORMATION

Both Parties agree that, unless otherwise provided for in the applicable regulations, it is the Data Controller's duty to comply with the right of information of the Data Subjects at the time of collecting their personal data, and to ensure that it obtains lawful consent or that any other legitimate basis is applicable and, therefore, allows for the data to be

processed for such purposes. If the data is not collected directly by the Data Controller, it also declares that it holds the necessary rights and authorizations for the use of such data.

10. SUBCONTRACTING

The Controller grants the Processor a general authorization to engage subcontractors (subprocessors) to carry out ancillary services required for the proper performance of the contracted services (including, but not limited to, network infrastructure and hosting services providers as well as anti-fraud, analysis and reporting services, and any other providers which may be necessary for the proper provision of the service).

Seedtag informs you that, due to the provision of the services outlined in this DPA, as well as a result of the involvement of some of the providers selected to provide the ancillary services required for the proper performance of the Services, such providers may be located in jurisdictions in which adequate safeguards regarding the processing of personal data are generally not in place. However, Seedtag guarantees these safeguards by means of the signature of standard clauses issued by the European Commission (Standard Contractual Clauses).

To the extent that Seedtag's Services involve a transfer of Company Personal Data to a country outside the European Economic Area that has not received an adequacy decision from the EU Commission, such transfer shall be governed by a valid transfer mechanism recognized by EU law to facilitate transfers. Unless another transfer mechanism applies, such transfers of Company Personal Data will be subject to the Standard Contractual Clauses (SCCs).

As applicable, the "SCCs" are incorporated by reference into this DPA. The details of the Agreement between the Parties shall be imputed and used to complete any details required in the SCCs. To the extent that specific details cannot be imputed, or either Party expressly requires them to be completed, the other Party shall cooperate to complete the details to the reasonable satisfaction of the requesting Party.

11. SECURITY MEASURES

Seedtag has implemented the necessary and appropriate security measures and procedures to:

- a) Ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
- b) Restore the availability and access to personal data in a timely manner in the event of a physical or technical incident;
- c) Regularly test, assess and evaluate the effectiveness of technical and organizational measures to ensure the security level of the processing.
- d) Pseudonymize and encrypt personal data.

12. SECURITY BREACH NOTIFICATIONS

Both Parties undertake to notify each other, without undue delay, and in any case before the maximum term of forty-eight (48) hours, of any incident relating to breaches of security of personal data under their respective control that comes to their attention, including all the relevant information for the purpose of recording and reporting the incident.

Where the Client is required to notify any incident to Seedtag, it shall do so via the e-mail address provided for in the Purchase Order, providing the following information:

- a) A detailed description of the nature of the incident, where possible the category and approximate number of data subjects involved.
- b) The contact details of an information or coordination point from which to obtain further information concerning the incident.
- c) A description of the most probable consequences of the incident

- d) A description of the measures undertaken or to be undertaken regarding the incident and, where appropriate, further measures and procedures to be implemented to mitigate the adverse effects of the incident

14. DATA PROTECTION

The Personal Data contained in this DPA and those deriving from the Agreement will be processed by each Party in order to comply with the purpose of the Agreement, its processing is legitimated by the existence of such relationship. Personal data will not be transferred to third parties except in cases where there is a legal obligation to do so. Personal Data provided under the Agreement and/or this DPA will be kept for as long as the relationship is maintained or for as long as necessary in order to comply with Data Protection Law.

The signatories of each Party may exercise, where applicable, their right of access, the right to rectification, the right to erasure, the right to restrict processing, the right to data portability, the right to object and the right not to be subject to a decision based solely on automated processing by contacting the other Party at the address indicated in this DPA, as well as file a complaint with the appropriate Data Protection Authority.

15. LIABILITY AND INDEMNITY

Each of the Parties shall hold the other harmless from any type of damage, prejudice, expense and/or sanction in any order, including but not limited to those resulting from any proceedings initiated by Data Protection Authorities, as a consequence of non-compliance with the respective obligations and guarantees assumed in this DPA and the Agreement, as well as non-compliance with the obligations that, in their respective capacity as Data Controllers are required of them in accordance with Data Protection Laws.

16. INTERNATIONAL DATA TRANSFERS

The Controller hereby authorizes Seedtag to carry out international transfers of personal data to third countries other than those in which the information was originated and stored, which may involve transfer to countries outside the European Union and/or the European Economic Area.

Seedtag will always use services and servers that guarantee an adequate level of information protection in compliance with the applicable regulations, in accordance with Clause 10 of this DPA.

17. NOTIFICATIONS

All notices between the Parties shall be in writing and through one of the following means:

- a) Registered mail with acknowledgement of receipt.
- b) Bureaufax with acknowledgement of receipt.
- c) E-mail with confirmation of delivery and reading.

Notifications made to Seedtag, regarding this DPA, shall be sent to the Address provided for in the Purchase Order.

18. JURISDICCIÓN Y LEY APLICABLE

This DPA shall be governed by and construed in accordance with the laws of Spain.

The Parties irrevocably attorn to the jurisdiction of the Courts of the City of Madrid, unless prohibited by applicable law. If this is not permitted by applicable law, the default jurisdiction and court shall apply.