

DATA PROCESSING AGREEMENT
Controller to Controller

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, 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) "**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(**IAB**), the Network Advertising Initiative (**NAI**), and the Digital Advertising Alliance (**DAA**), as amended or superseded.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, including: (i), as necessary, making Company Personal Data available to Demand Side Platforms ("**DSPs**")

and demand sources solely to permit them to submit bids on ad inventory; and (ii) monitoring, improving and optimising such services provided to Published under the Agreement;

(h) **"Standard Contractual Clauses (SCCs)"** means the Standard Contractual Clauses (Module One concerning Controller-to-Controller 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 Property, if applicable.

2. **SUBJECT MATTER, NATURE, PURPOSE AND DURATION.** The terms contained in this DPA ("**these Terms**") apply in respect of all of Personal Data under or in connection with the Agreement.

Such Processing: (a) is automated (but any such Processing by Seedtag is initiated by Company submitting a request to Seedtag); (b) is for the Purpose; and (c) will continue during the term of the Agreement and thereafter until it is no longer Processed (as the case may be). These Terms will remain in effect for so long as any such Processing continues, notwithstanding any termination of the Agreement.

Seedtag in its capacity as an independent Data Controller, will have access to certain Personal Data, such as the Company Personal Data collected via the Company Property. Such information shall be that which is necessary for Seedtag to provide its services that allow the analysis and optimization of advertising campaigns. In this regard, data processing will involve, amongst other things, the collection of information via Seedtag's technology installed in the User's device.

3. **RELATIONSHIP BETWEEN THE PARTIES.** Company is an independent Data Controller in respect of the Company Personal Data. Seedtag is also an independent Data Controller under the Agreement and this DPA. The Parties are not entering a relationship of Joint-Controllership in regards to Personal Data Processed under this DPA or in connection with Seedtag's services.

Neither Party has offered to act as a Joint Controller with respect to any Personal Data Processed under the Agreement, including Company Personal Data, and neither Party is relying on any representation to the effect that the Parties' relationship is that of Joint-Controllers.

The Parties certify that the means and purposes of the Data Processing undertaken in execution of the Agreement and/or this DPA have not been jointly decided. The Parties agree that no provision of the Agreement shall be interpreted or construed as indicating any intent to establish a relationship of Joint-Controllership between the Parties.

Each Party's degree of controllership is limited to its own Processing of Personal Data.

For purposes of the CCPA, Seedtag agrees that it shall be a "Service Provider" as defined by the CCPA and any transfer of "Personal Information" as defined by the CCPA does not constitute a "Sale" as defined by the CCPA.

4. **THIRD PARTY PROPERTIES.** In the event that Personal Data of Users of a Third-Party Property (as hereinafter defined) is shared with Seedtag through Company's use of, or integration with, Seedtag's services, Company shall require that the owner and operator of the Third-Party Property complies with applicable Data Protection Laws. For the purposes of this DPA, "**Third Party Property**" means any website, mobile site, or application for which Company integrates Seedtag's services in connection with ad inventory, but which is not owned and/or operated by Company.

5. OBLIGATIONS

(a) **Company obligations.** 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.

- (b) **Seedtag obligations.** Seedtag shall: (i) Process Personal Data under the Agreement and/or this DPA in accordance with Data Protection Laws and; (ii) keep an updated Privacy Policy.

6. PROVISION OF INFORMATION. If at any time so reasonably requested by either Party (each a "Requesting Party"), the Party to whom the request has been made (each a "Disclosing Party") shall promptly provide to the Requesting Party such information as the Requesting Party may reasonably require in order to demonstrate such Party's compliance with its obligations under this DPA, the Agreement and/or Data Protection Laws. For the avoidance of doubt, Seedtag is not obliged to check such compliance or to advise Company in relation thereto, and such compliance is exclusively Company's responsibility.

7. 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.

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.

8. INTERNATIONAL PERSONAL DATA TRANSFER. As applicable, the SCCs are hereby incorporated by reference in this DPA. Details from the Agreement between the Parties will be imputed and used to complete any details required in the SCCs. If and to the extent the specific details cannot be imputed, or either Party requires them to be expressly completed, the other Party will cooperate in completing the details to the requesting Party's reasonable satisfaction. As applicable, Company will be the data exporter and Seedtag will be the data importer under the SCCs pursuant to this DPA.

9. LIMITATION OF LIABILITY. Each party's liability under this DPA for any reason will be individual for each Party and shall not exceed the payments made by Seedtag to Company under the agreement in the twelve (12) months immediately preceding the date on which the cause of action arose. Each Party acknowledges that the other Party has entered into this DPA relying on the limitations of liabilities stated herein and that those limitations are the essential basis of the bargain between the Parties.

10. GOVERNING LAW AND JURISDICTION. 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.

11. CONFLICTS OF TERMS. In the event of any conflict or discrepancy between the SCCs, Data Protection Laws and this DPA, the following order of precedence will apply: (a) the SCCs (where applicable); (b) Data Protection Laws; and (c) the DPA.

