

Data Protection Addendum

This Data Protection Addendum ("**Addendum**") is between Simplifi Holdings, Inc. ("**Simplifi**") and the entity identified in the signature block below ("**Customer**"), who are parties to a Master Services Agreement or other agreement whereby Simplifi's advertising platform offers advertising services allowing Customer to bid on and purchase online display advertisements and to serve or facilitate the serving of such Ads as set forth therein ("**Principal Agreement**"). This Addendum shall be incorporated by reference into and forms an integral part of the Principal Agreement and shall apply to the extent either party collects or otherwise Processes EU Personal Data under the Principal Agreement.

- 1. Definitions.** Capitalized terms not defined herein have the same meaning as in the Principal Agreement. To the extent the following terms are defined in the Principal Agreement, those terms shall be replaced in this Addendum with the following:

"**Applicable Laws**" includes all data protection and privacy laws, regulations and governmental requirements, and compulsory industry self-regulations, that are applicable to the data in question, including but not limited to the GDPR and EU Member State laws and the laws of Switzerland, the UK and other EEA countries where they apply;

"**GDPR**" is the EU General Data Protection Regulation 2016/679;

"**Standard Contractual Clauses**" or "**SCCs**" means the standard data protection clauses for the transfer of personal data to processors established in third countries that do not ensure an adequate level of data protection, as described in Article 46 of the GDPR, and attached here to as Annex 1.]The terms "commission", "controller", "data subject", "directive", "EEA," "member state", "personal data", "personal data breach", "processor", "processing", "subprocessor" and "supervisory authority" shall have the same meaning as in the GDPR with respect to EU Personal Data. For data that is not EU Personal Data, all terms shall have the meaning given to them under Applicable Laws.

The word "**include**" shall be construed to mean include without limitation.

- 2. Authority.** The parties warrant and represent that each has the authority to enter into this Addendum and will cause any of its affiliates that has or will Process any EU Personal Data to agree to this Addendum.

- 3. Roles and Obligations of the Parties.**

3.1. The parties agree that from the effective date of this Addendum, as indicated from the last date of the signatures below, the parties intend that Simplifi is acting as a processor and Customer is acting as a controller or a processor (e.g., when Customer processes EU Personal Data on behalf of its clients when Customer is an Agency), and accordingly each party will comply with its respective obligations as required by Applicable Laws, and further detailed hereunder. However, in the event the parties agree, in a mutually agreed upon writing, that regarding the Services Simplifi is acting as a controller, or otherwise a controller pursuant to Applicable Laws, Simplifi shall comply with controller obligations as required by Applicable Laws, and further detailed hereunder.

3.2. Controller Obligations. Customer shall: (i) instruct (in writing) Simplifi to process EU Personal Data only in accordance with Applicable Laws; and (ii) ensure it has all necessary rights and a valid legal basis (as set forth in Applicable Laws) to process EU Personal Data, and that upon written request from Simplifi shall promptly provide proof of its legal basis for processing.

- 4. International Data Exports.** Simplifi processes data in the U.S., which may require the transfer of personal data outside of the EU/EEA to the US or other countries outside the EU/EEA which do not require the same level of data protection as the EU. The U.S. has not been deemed by the EU Commission to have adequate data protection laws. To the extent that, under this Addendum, Simplifi processes any personal data of EU, Swiss or EEA residents ("**EU Personal Data**") is for Customer or on behalf of Customer, and EU Personal Data is being transferred outside the EEA to a country that is not recognized by the European Commission as providing an adequate level of protection for personal data (as set forth in the GDPR), then the parties shall enter in the SCCs, which is hereby incorporated by reference and attached as Annex 1. If Customer does not accept the SCCs, Simplifi reserves the right, in its sole discretion to cease processing EU Personal Data.
- 5. Processor Obligations.** Simplifi agrees that it will: (i) process EU Personal Data only in accordance with written, reasonable, and lawful instructions from Customer; (ii) not process EU Personal Data if at any time Customer or Simplifi's subprocessor are unable to comply with Applicable Laws; (iii) provide appropriate technical and organizational measures to protect EU Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, and understands whether onward transfer is allowed; and (iv) taking into account the nature of the processing, assist Customer in responding to individual EU data subjects exercising their rights regarding their EU Personal Data, consistent with Applicable Laws.
- 6. GDPR.** The following will also apply to the extent either party processes EU Personal Data hereunder: (a) Confidentiality: each party shall take reasonable steps to ensure the reliability of any individual who may have access to EU Personal Data, shall strictly limit access to those individuals with a need to know or access such data, and shall ensure that such individuals are subject to confidentiality agreements or professional or statutory obligations of confidentiality; (b)

Obligations and Rights of Controller; Types of Data; Categories of Data Subjects; Nature and Purpose of Processing; Subject Matter and Duration of Processing: the obligations and rights of the controller, the types of personal data to be processed, the categories of data subjects, the nature and purpose of the processing, and the subject matter and duration of the processing are as described in this Addendum or the Principal Agreement; (c) Personal Data Breach: each party agrees to cooperate and assist the other in the event of a personal data breach and to provide notice as required by Applicable Laws; (d) Data Protection Impact Assessments; Responding to Data Protection Authorities: Simplifi agrees to assist Customer with data protection impact assessments, and to respond to data protection authorities, according to Applicable Laws; (e) Audits and Inspections: a party that is a data processor must submit to audits and inspections, provide required information, and inform the controller if any request related thereto infringes Applicable Laws; (f) GDPR Responsibilities and Liabilities: Notwithstanding anything to the contrary in this Agreement, or any other agreement between the parties, Customer shall not be relieved of its own direct responsibilities and liabilities under the GDPR and other Applicable Laws.

7. In the event When Customer provides EU Personal Data to Simplifi, Customer hereby represents and warrants that it has obtained lawful consent where required by Applicable Laws sufficient to enable Simplifi to process such data hereunder.
8. **General Terms:** (a) The parties may amend this Addendum upon mutual written agreement; (b) 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.
9. **Order of Precedence.** This Data Addendum is supplementary to and modifies the Principal Agreement. The terms of this Data Addendum supersede provisions in the Agreement to the extent that the terms of this Data Addendum and the Principal Agreement expressly conflict. However, nothing in this Data Addendum should be interpreted as invalidating the Principal Agreement, and provisions of the Principal Agreement will continue to govern relations between the parties insofar as they do not expressly conflict with this Data Addendum.

IN WITNESS WHEREOF, this Addendum is entered into and becomes a binding part of the Principal Agreement immediately upon agreement or execution of the parties. This Addendum may be entered into in counterparts and an email or other electronic agreement to its terms will make it binding on the parties.

Simplifi Holdings, Inc.

Customer Name _____

Signature _____

Signature _____

Name__ Paul Harrison _____

Name _____

Title__ CTO and Co-Founder _____

Title _____

Date signed _____

Date signed _____

STANDARD CONTRACTUAL CLAUSES (PROCESSORS)

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection

Name of the data exporting organisation: The entity identified as "Customer" in an executed Data Protection Addendum.
(the data **exporter**)

And

Name of the data importing organisation: Simplifi Holdings, Inc.

Address: 128 East Exchange Avenue, Suite 700.....

Tel. 800.840.0768 ; fax ; e-mail: hi@simplifi.fi

Other information needed to identify the organisation:

.....

(the data **importer**)

each a 'party'; together 'the parties',

.....
HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

Clause 1

Definitions

For the purposes of the Clauses:

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- (a) 'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject' and 'supervisory authority' shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;
- (b) 'the data exporter' means the controller who transfers the personal data;
- (c) 'the data importer' means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;

- (d) 'the sub-processor' means any processor engaged by the data importer or by any other sub-processor of the data importer who agrees to receive from the data importer or from any other sub-processor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;
- (e) 'the applicable data protection law' means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;
- (f) 'technical and organisational security measures' means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

Clause 2

Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

Clause 3

Third-party beneficiary clause

1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.
2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.
3. The data subject can enforce against the sub-processor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.
4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

Clause 4

Obligations of the data exporter

The data exporter agrees and warrants:

- (a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;
- (b) that it has instructed and throughout the duration of the personal data-processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;

- (c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;
- (d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;
- (e) that it will ensure compliance with the security measures;
- (f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;
- (g) to forward any notification received from the data importer or any sub-processor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;
- (h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for sub-processing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;
- (i) that, in the event of sub-processing, the processing activity is carried out in accordance with Clause 11 by a sub-processor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and
- (j) that it will ensure compliance with Clause 4(a) to (i).

Clause 5

Obligations of the data importer)

The data importer agrees and warrants:

- (a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (c) that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;

- (d) that it will promptly notify the data exporter about:
- (i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation;
 - (ii) any accidental or unauthorised access; and
 - (iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;
- (e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;
- (f) at the request of the data exporter to submit its data-processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;
- (g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for sub-processing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;
- (h) that, in the event of sub-processing, it has previously informed the data exporter and obtained its prior written consent;
- (i) that the processing services by the sub-processor will be carried out in accordance with Clause 11;
- (j) to send promptly a copy of any sub-processor agreement it concludes under the Clauses to the data exporter.

Clause 6

Liability

1. The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or sub-processor is entitled to receive compensation from the data exporter for the damage suffered.

2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his sub-processor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, in which case the data subject can enforce its rights against such entity.

The data importer may not rely on a breach by a sub-processor of its obligations in order to avoid its own liabilities.

3. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the sub-processor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the sub-processor agrees that the data subject may issue a claim against the data sub-processor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the sub-processor shall be limited to its own processing operations under the Clauses.

Clause 7

Mediation and jurisdiction

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:

(a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;

(b) to refer the dispute to the courts in the Member State in which the data exporter is established.

2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8

Cooperation with supervisory authorities

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.

2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any sub-processor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.

3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any sub-processor preventing the conduct of an audit of the data importer, or any sub-processor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5(b).

Clause 9

Governing law

The Clauses shall be governed by the law of the Member State in which the data exporter is established.

Clause 10

Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

Clause 11

Sub-processing

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the sub-processor which imposes the same obligations on the sub-processor as are imposed on the data importer under the Clauses (¹). Where the sub-processor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the sub-processor's obligations under such agreement.

2. The prior written contract between the data importer and the sub-processor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.

3. The provisions relating to data protection aspects for sub-processing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established.

4. The data exporter shall keep a list of sub-processing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5(j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

Clause 12

Obligation after the termination of personal data-processing services

1. The parties agree that on the termination of the provision of data-processing services, the data importer and the sub-processor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.

2. The data importer and the sub-processor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data-processing facilities for an audit of the measures referred to in paragraph 1.

On behalf of the data exporter:

Name (written out in full):

Position:

Address:

Other information necessary in order for the contract to be binding (if any):

Signature

On behalf of the data importer:

Name: Paul Harrison on behalf of Simplifi Holdings, Inc.

Position: CTO and Co-Founder.....

Address: 128 East Exchange Avenue, Suite 700

Other information necessary in order for the contract to be binding (if any):

Signature *Paul Harrison*.....



to the Standard Contractual Clauses

Data exporter

The data exporter is (please specify briefly your activities relevant to the transfer):

The Customer named in the Simplifi Data Protection Addendum.

Data importer

The data importer is (please specify briefly activities relevant to the transfer):

Simplifi Holdings, Inc., which operates a mobile, video, display, and native platform built for localized programmatic advertising.

Data subjects

The personal data transferred concern the following categories of data subjects (please specify):

- Employees, contractors, consultants, and other individuals who are employed by, or provide services to, Customer;
- End users of Customer's products, programs, services, and content; and
- Consumers.

Categories of data

The personal data transferred concern the following categories of data:

For employees, contractors, consultants, and other individuals who provide services to Customer:

- **Personal Identification and Contact Details** (including: name, phone number, fax and email address, and address);
- **Employment Related Data** (including: job title or current department); and
- **Other Personal Data** relevant to the purposes for which data is transferred.

For consumers:

- **Online Identifiers** (including: IP address, cookies, and mobile advertising identifiers);
- **Usage Data** (including: advertisements seen and interacted with and information about browsing behavior on a website or app, such as domain or app store URL or bundle ID, category code associated with website or app, referring website address, date/time of visit, and 'click through' data);
- **Location Data** (including: precise location data and derived location data);
- **Technical Data** (including: type of device, dimensions of a device's screen, browser type, browser version, browser language, use of ad blocking tools);
- **Interest Data** (including: interest segments that include information inferred from consumers' behavior or likely interests associated with consumers); and

For end users of Customer's products, programs, services, and content:

- **Other Personal Data** relevant to the purposes for which data is transferred.

Special categories of data (if appropriate)

The personal data transferred concern the following special categories of data (please specify):

Not applicable.

Processing operations

The personal data transferred will be subject to the following basic processing activities (please specify):

Personal data will be processed to provide services to Customer.

DATA EXPORTER

[Insert]

Authorised Signature

DATA IMPORTER

Simplifi Holdings, Inc.

Authorised Signature *Paul Harrison*

Appendix 2
to the Standard Contractual Clauses

This Appendix forms part of the Clauses and must be completed and signed by the parties.

Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) (or document/legislation attached):

(a)