

DPA Schedule for Brazil

The parties hereby agree to comply with this DPA Schedule for Brazil (including its exhibits and annexes, “**this Schedule**”) when Client Data, Sightings Data, or Lotame Data is or includes Personal Data subject to the Lei Geral de Proteção de Dados Pessoais, Law No. 13.709/2018 (“**LGPD**”).

1. Definitions. Capitalized words used but not defined in this Schedule have the meanings given in the DPA, the Agreement, or the LGPD.

“**Controller**” corresponds to the term “controlador” as defined in Article 5, item VI of the LGPD.

“**DPA**” means the Data Processing Agreement currently posted at <https://www.lotame.com/privacy/dpas/dpa-dcua/>.

“**Processor**” corresponds to the term “Operador” as defined in Article 5, item VII of the LGPD.

“**Non-Adequate Destination**” means a country or international organization that has not been recognized as adequate by the ANPD under LGPD Article 33, I and the International Transfer Regulation.

“**SCCs**” means the Standard Contractual Clauses for international transfers approved by the ANPD under Resolution CD/ANPD nº 19/2024 (including the controller-to-processor and controller-to-controller templates and their annexes), as amended.

2. Scope. This Schedule is incorporated by reference into the DPA and is applicable only when the processing of Client Data, Sightings Data, or Lotame Data falls within the scope of Article 3 of the LGPD.

3. Processing of Client Data by Lotame as a Processor. This Section applies when Lotame is processing Client Data for Client’s own benefit.

3.1. Roles of the Parties. Client is a controller or processor that transfers Client Data to Lotame, and Lotame is a processor that receives Client Data for Processing. Each party will comply with its respective obligations and will Process Client Data in accordance with this Section **Error! Reference source not found.**, Section 5 of the DPA, and the provisions of the LGPD applicable to their role as specified in the previous sentence.

3.2. Transfers of Client Data to the United States; Incorporation of the SCCs. Client acknowledges that using the Services will require the transfer of Client Data to the United States, which constitutes an international transfer of personal data under Article 33 of the LGPD, where Client is the “exporter” and Lotame is the “importer.” Each party will comply with their respective obligations in the SCCs applicable to their roles (as set forth in Section 3.1 and the previous sentence). The SCCs are incorporated by reference without modification, with certain clauses of the SCCs completed as follows:

- (a) Clauses 1.1 and 2.1 are completed as set forth in Exhibit 1 to this Schedule.
- (b) With respect to Clause 3.1, Option B is selected and completed as set forth in Exhibit 1 to this Schedule.
- (c) With respect to Clause 4.1, Option A is selected completed as set forth in Exhibit 1 to this Schedule.
- (d) With respect to Clause 6.1(d), the Related Contract is the Agreement as defined in the DPA.
- (e) With respect to Section III, the security measures adopted by the importer are set forth in Schedule 1 to the DPA.
- (f) With respect to Section IV, no additional clauses or annexes are included.

4. Processing of Sightings Data by Lotame.

4.1. Roles of the Parties. Client is a “controller” that transfers Sightings Data to Lotame, and Lotame is a “controller” that receives Sightings Data for Processing. Each party will comply with their respective obligations and will Process Sightings Data in accordance with this Section **Error! Reference source not found.**, Section 5 of the DPA, and the provisions of the LGPD applicable to their role specified in the previous sentence.

4.2. Transfers of Sightings Data to the United States; Incorporation of the SCCs. Client acknowledges that using the Services will require the transfer of Sightings Data to the United States, which constitutes an international transfer of personal data under Article 33 of the LGPD, where Client is the “exporter” and Lotame is the “importer.” Each party will comply with their respective obligations in the SCCs applicable to their roles (as set forth in Section 4.1 and the previous sentence). The SCCs are incorporated by reference without modification, with certain clauses of the SCCs are completed as follows:

- (a) Clauses 1.1 and 2.1 are completed as set forth in Exhibit 2 to this Schedule.

- (b) With respect to Clause 3.1, Option B is selected and completed as set forth in Exhibit 2 to this Schedule.
- (c) With respect to Clause 4.1, Option A is selected completed as set forth in Exhibit 2 to this Schedule.
- (d) With respect to Clause 6.1(d), the Related Contract is the Agreement as defined in the DPA.
- (e) With respect to Section III, the security measures adopted by the importer are set forth in Schedule 1 to the DPA.
- (f) With respect to Section IV, no additional clauses or annexes are included.

5. Processing of Lotame Data by Client.

5.1. Roles of the Parties. Lotame is a “controller” that makes Lotame Data available through the Platform, and Client is a “controller” that determines the purposes for which Lotame Data may be used, whether accessed directly by Client or indirectly through its Agency acting on its behalf. Each party will comply with its respective obligations and will Process Lotame Data in accordance with this Section 5, Section 6 of the DPA, and the provisions of the LGPD applicable to their role as specified in the previous sentence. Where the Client engages processors, including Agencies, activation platforms, or demand-side platforms, Client shall ensure and remain responsible for such processors’ compliance with Client’s obligations set forth in the previous sentence consistent with the LGPD.

5.2. Onward Transfers of Lotame Data; Incorporation of the SCCs. Client acknowledges that using the Services may require the transfer of Lotame Data to a Non-Adequate Destination, which constitutes an international transfer of personal data under Article 33 of the LGPD, where Lotame is the “exporter” and Client is the “importer.” Each party will comply with their respective obligations in the SCCs applicable to their roles (as set forth in Section 5.1 and the previous sentence). The SCCs are incorporated by reference without modification, with certain clauses of the SCCs completed as follows:

- (a) Clauses 1.1 and 2.1 are completed as set forth in Exhibit 3 to this Schedule.
- (b) With respect to Clause 3.1, Option B is selected and completed as set forth in Exhibit 3 to this Schedule.
- (c) With respect to Clause 4.1, Option A is selected completed as set forth in Exhibit 3 to this Schedule.
- (d) With respect to Clause 6.1(d), the Related Contract is the Agreement as defined in the DPA.
- (e) With respect to Section III, the data importer determines and maintains its own technical and organizational measures to protect the personal data it receives from Lotame. Such measures must provide a level of security appropriate to the risk, consistent with Article 46 of the LGPD and other Applicable Data Protection and Privacy Laws. Lotame, as data exporter, does not provide or control the importer’s measures, and no such measures are attached to this Annex.
- (f) With respect to Section IV, no additional clauses or annexes are included.

6. Processing of Second-Party Data by Client. With respect to Second-Party Data made available to a Client via the Platform, Lotame acts solely as a technical intermediary. Lotame does not act as controller or processor in relation to the Client for such Second-Party Data. The Client acts as an independent controller for any Processing of Second-Party Data it receives via the Platform, and is solely responsible for ensuring a legal basis and compliance with its obligations under the LGPD for such Processing.

Exhibit 1

Client Data (Controller-to-Processor Transfers to Lotame)

Clause 1

- 1.1 By this agreement, the Exporter and the Importer (hereinafter, “Parties”), identified below, have agreed to these standard contractual clauses (hereinafter, “Clauses”) approved by the National Data Protection Authority (ANPD), to govern the International Data Transfer described in CLAUSE 2, in accordance with the provisions of the National Legislation.

Exporter

Name: The exporter is the entity identified as the “Client” in the Agreement.

Qualification:

Email Address: Privacy contact identified in the Agreement, if not directly identified therein, exporter shall provide it to importer without undue delay.

Contact for the Data Subject: Privacy contact identified in the Agreement, if not directly identified therein, exporter shall provide it to importer without undue delay.

Other information:

☒ Controller ☐ Processor

Importer

Name: Lotame Solutions, Inc.

Qualification: Incorporated under the laws of Delaware, U.S.A.

Email Address: privacy@lotame.com

Contact for the Data Subject: privacy@lotame.com

Other information:

- Data Protection Officer: DPOfficer@epsilon.com

☐ Controller ☒ Processor

Clause 2

- 2.1 This Clauses shall apply to International Transfers of Personal Data between Data Exporters and Data Importers, as described below:

Main purpose of the transfer:

The personal data is transferred for the sole purpose of enabling the importer to assist the data exporter in the creation and management of pseudonymous audience segments. These segments may subsequently be used by or on behalf of the data exporter for advertising-related use cases such as planning, activation, or measurement. The data importer does not perform ad delivery, targeting, measurement, or analytics for the data exporter.

Categories of personal data transferred:

The personal data transferred concern the following categories of data:

- Online identifiers (for example, cookie ID, mobile device advertising ID (e.g., Apple IDFA, Google AD ID));
- Hashed or raw email, if provided by the data exporter;
- URLs, attributes, preferences, interests, and other characteristics of an individual or inferred about an individual (for example, individual’s non-precise location, intent data, socio-demographic data, purchase data, browsing data) (referred to as “behaviors”), as determined by the data exporter; and
- Browser information (user agent/client hints).

Data storage period:

Client Data is retained by the data importer only for as long as necessary to provide the Services under the Agreement and in accordance with the data exporter's instructions. Upon termination or expiry of the Agreement, Client Data is deleted, deidentified, or rendered useless in accordance with Section 11 of the DPA.

Other information:

The exporter will not send sensitive personal data or personal data concerning children and adolescents to the importer.

The data importer processes pseudonymous personal data solely in its capacity as a processor for the data exporter. Such processing supports the data exporter in audience segmentation and profiling, including the ingestion, organization, and enrichment of pseudonymous audience segments based on data provided or made available by the data exporter. The data importer does not engage in advertising campaign execution, ad delivery, targeting, measurement, or reporting on behalf of the data exporter.

Clause 3. Onward Transfers

- 3.1 The Importer may carry out a Subsequent Transfer of Personal Data subject to the International Data Transfer governed by these Clauses in the cases and according to the conditions described below and provided that the provisions of Clause 18 are observed.

Main purpose of the transfer:

Enable activation of audience segments in third-party platforms for targeted advertising, content personalization, and other advertising-related use cases designated by the exporter.

Categories of personal data transferred:

The personal data transferred concern the following categories of data:

- Pseudonymous online identifiers such as cookie IDs and mobile device advertising IDs (e.g., Apple IDFA, Google Ad ID).
- Hashed email addresses used for matching in audience activation (in limited cases, raw email addresses may be included if originally supplied by the Data Provider).
- Numeric audience-segment identifiers representing demographic attributes, interests, and behaviors. (The detailed segment descriptions or names are not transferred; they remain within Lotame's U.S.-hosted platform and are only accessible for viewing within the Platform.)

Data storage period:

Data made available to third-party platforms is retained only as long as necessary for the purposes designated by the exporter, and in accordance with the terms of the exporter's agreement with such platforms.

Other information:

The exporter is responsible for ensuring that any onward transfer of Client Data into third-party platforms is subject to, and complies with, the terms and conditions and data protection agreements between the exporter and such platforms. Lotame, as importer, is responsible only for executing the transfer to the designated platform in accordance with the exporter's instructions, and does not control or assume responsibility for the platform's subsequent processing of Client Data.

Clause 4. Responsibilities of the Parties

- 4.1 Without prejudice to the duty of mutual assistance and the general obligations of the Parties, the Designated Party below, as Controller, shall be responsible for complying with the following obligations set out in these Clauses:
- (a) Responsible for publishing the document provided for in Clause 14;
☒ Exporter ☐ Importer
- (b) Responsible for responding to requests from data subjects as referred to in Clause 15:
☒ Exporter ☐ Importer
- (c) Responsible for reporting the security incident as provided for in Clause 16:
☒ Exporter ☐ Importer

Exhibit 2

Sightings Data (Controller-to-Controller Transfers to Lotame)

Clause 1

- 1.1 By this agreement, the Exporter and the Importer (hereinafter, “Parties”), identified below, have agreed to these standard contractual clauses (hereinafter, “Clauses”) approved by the National Data Protection Authority (ANPD), to govern the International Data Transfer described in CLAUSE 2, in accordance with the provisions of the National Legislation.

Exporter

Name: The exporter is the entity identified as the “Client” in the Agreement.

Qualification:

Email Address: Privacy contact identified in the Agreement, if not directly identified therein, exporter shall provide it to importer without undue delay.

Contact for the Data Subject: Privacy contact identified in the Agreement, if not directly identified therein, exporter shall provide it to importer without undue delay.

Other information:

☒ Controller ☐ Processor

Importer

Name: Lotame Solutions, Inc.

Qualification: Incorporated under the laws of Delaware, U.S.A.

Email Address: privacy@lotame.com

Contact for the Data Subject: privacy@lotame.com

Other information:

- Data Protection Officer: DPOfficer@epsilon.com

☒ Controller ☐ Processor

Clause 2

- 2.1 This Clauses shall apply to International Transfers of Personal Data between Data Exporters and Data Importers, as described below:

Main purpose of the transfer:

Importer’s maintenance and improvement of its identity graph and related internal purposes that support the provision of Services to Clients via the Platform.

Categories of personal data transferred:

The personal data transferred concern the following categories of data:

- Pseudonymous identifiers such as cookie IDs, mobile advertising IDs, and connected TV IDs.
- IP addresses.
- User-agent strings.
- Timestamps of visits or events.
- Event-level metadata associated with the above (e.g., page visited, app used).

Data storage period:

12 weeks

Other information:

The exporter will not send sensitive personal data or personal data concerning children and adolescents to the importer.

Clause 3. Onward Transfers

- 3.1 The Importer may carry out a Subsequent Transfer of Personal Data subject to the International Data Transfer governed by these Clauses in the cases and according to the conditions described below and provided that the provisions of Clause 18 are observed.

Main purpose of the transfer:

Enable identity graph maintenance, accuracy, and coverage through reciprocal exchange of event-level data with graphing partners.

Categories of personal data transferred:

The personal data transferred concerns the following categories of data:

- Pseudonymous identifiers such as cookie IDs, mobile advertising IDs, and connected TV IDs.
- Hashed email addresses
- IP addresses.
- User-agent strings.
- Timestamps of visits or events.

Data storage period:

Data made available to graphing partners is retained only as long as necessary for the purposes designated by the importer, and in accordance with the terms of the importer's agreement with such partners.

Other information:

Clause 4. Responsibilities of the Parties

- 4.1 Without prejudice to the duty of mutual assistance and the general obligations of the Parties, the Designated Party below, as Controller, shall be responsible for complying with the following obligations set out in these Clauses:

- (a) Responsible for publishing the document provided for in Clause 14;

☒ Exporter ☐ Importer

- (b) Responsible for responding to requests from data subjects as referred to in Clause 15:

☒ Exporter ☒ Importer

- (c) Responsible for reporting the security incident as provided for in Clause 16:

☐ Exporter ☒ Importer

Exhibit 3

Lotame Data (Controller-to-Controller Transfers to Client)

Clause 1

- 1.1 By this agreement, the Exporter and the Importer (hereinafter, “Parties”), identified below, have agreed to these standard contractual clauses (hereinafter, “Clauses”) approved by the National Data Protection Authority (ANPD), to govern the International Data Transfer described in CLAUSE 2, in accordance with the provisions of the National Legislation.

Exporter

Name: Lotame Solutions, Inc.

Qualification: Incorporated under the laws of Delaware, U.S.A.

Email Address: privacy@lotame.com

Contact for the Data Subject: privacy@lotame.com

Other information:

- Data Protection Officer: DPOfficer@epsilon.com

☒ Controller ☐ Processor

Importer

Name: The importer is the entity identified as the “Client” in the Agreement.

Qualification:

Email Address: Privacy contact identified in the Agreement, if not directly identified therein, importer shall provide it to exporter without undue delay.

Contact for the Data Subject: Privacy contact identified in the Agreement, if not directly identified therein, importer shall provide it to exporter without undue delay.

Other information:

☒ Controller ☐ Processor

Clause 2

- 2.1 This Clauses shall apply to International Transfers of Personal Data between Data Exporters and Data Importers, as described below:

Main purpose of the transfer:

To enable importer to deliver targeted advertising, perform analytics, enhance audience insights, measure campaign effectiveness, optimize digital marketing strategies, and personalize content.

Categories of personal data transferred:

The personal data transferred concern the following categories of data:

- Pseudonymous online identifiers such as cookie IDs and mobile device advertising IDs (e.g., Apple IDFA, Google Ad ID).
- Hashed email addresses used for matching in audience activation (in limited cases, raw email addresses may be included if originally supplied by the Data Provider).
- Numeric audience-segment identifiers representing demographic attributes, interests, and behaviors. (The detailed segment descriptions or names are not transferred; they remain within Lotame’s U.S.-hosted platform and are only accessible for viewing within the Platform.)

Data storage period:

Personal data will be retained for no longer than is necessary for the purposes described above, and in accordance with the Importer’s documented retention policies. In any case, retention will not exceed 90 days from the last interaction or use, unless longer retention is required by applicable law or contract. Upon expiry of this period, the data shall be deleted or anonymized (as defined in Article 5, XI of the LGPD).

Other information:

Clause 3. Onward Transfers

- 3.1 The Importer may carry out a Subsequent Transfer of Personal Data subject to the International Data Transfer governed by these Clauses in the cases and according to the conditions described below and provided that the provisions of Clause 18 are observed.

Main purpose of the transfer:

To enable importer to deliver targeted advertising, perform analytics, enhance audience insights, measure campaign effectiveness, optimize digital marketing strategies, and personalize content.

Categories of personal data transferred:

The personal data transferred concerns the following categories of data:

- Pseudonymous online identifiers such as cookie IDs and mobile device advertising IDs (e.g., Apple IDFA, Google Ad ID).
- Hashed email addresses used for matching in audience activation (in limited cases, raw email addresses may be included if originally supplied by the Data Provider).
- Numeric audience-segment identifiers representing demographic attributes, interests, and behaviors. (The detailed segment descriptions or names are not transferred; they remain within Lotame's U.S.-hosted platform and are only accessible for viewing within the Platform.)

Data storage period:

Personal data will be retained for no longer than is necessary for the purposes described above, and in accordance with the importer's documented retention policies. In any case, retention will not exceed 90 days from the last use, unless longer retention is required by applicable law or contract. Upon expiry of this period, the personal data will be deleted or anonymized (as defined in Article 5, XI of the LGPD).

Other information:

The exporter is responsible for ensuring that any onward transfer of Client Data into third-party platforms is subject to, and complies with, the terms and conditions and data protection agreements between the importer and such platforms.

Clause 4. Responsibilities of the Parties

- 4.1 Without prejudice to the duty of mutual assistance and the general obligations of the Parties, the Designated Party below, as Controller, shall be responsible for complying with the following obligations set out in these Clauses:

- (a) Responsible for publishing the document provided for in Clause 14;
☒ Exporter ☒ Importer
- (b) Responsible for responding to requests from data subjects as referred to in Clause 15:
☒ Exporter ☒ Importer
- I Responsible for reporting the security incident as provided for in Clause 16:
☒ Exporter ☒ Importer