

DPA Schedule for European Union, European Economic Area, Switzerland, and United Kingdom of Great Britain and Northern Ireland

The parties hereby agree to comply with this DPA Schedule for the European Union, European Economic Area, Switzerland, and United Kingdom of Great Britain and Northern Ireland (including its exhibits and annexes, “**this Schedule**”) when Client Data, Sightings Data, or Lotame Data is or includes Personal Data subject to the GDPR.

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

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

“**GDPR Countries**” means the countries in the European Union and the European Economic Area that have implemented the EU GDPR, the United Kingdom of Great Britain and Northern Ireland, and Switzerland.

“**DPF**” means collectively the EU-U.S. DPF, the UK Extension to the EU-U.S. DPF, and the Swiss-U.S. DPF.

“**DPF Principles**” means collectively the EU-U.S. Data Privacy Framework Principles (available at <https://www.dataprivacyframework.gov/s/framework-text>) and the Swiss-U.S. Data Privacy Framework Principles (available at <https://www.dataprivacyframework.gov/s/framework-text?tabset-c1491=3>).

“**EU SCCs**” means the standard contractual clauses adopted by the European 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 the GDPR.

“**EU-U.S. DPF**” means collectively the EU-US Data Privacy Framework (available at <https://www.dataprivacyframework.gov/s/framework-text>) and the *Commission Implementing Decision of 10 July 2023 pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council on the adequate level of protection of personal data under the EU-US Data Privacy Framework*.

“**GDPR**” means (1) the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (“**EU GDPR**”) and (2) the EU GDPR as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 (“**UK GDPR**”), and Switzerland’s Federal Act of 25 September 2020 on Data Protection (“**FADP**”).

“**Non-Adequate Third Country**” means a country not recognized by the European Commission, the UK, or Switzerland as providing an adequate level of protection for personal data (as described in the GDPR).

“**Swiss-U.S. DPF**” means collectively the EU-U.S. Data Privacy Framework (available at <https://www.dataprivacyframework.gov/s/framework-text>) and Annex 1 of the Ordinance of 31 August 2022 on Data Protection (Data Protection Ordinance, DPO).

“**UK**” means The United Kingdom of Great Britain and Northern Ireland.

“**UK Extension to the EU-U.S. DPF**” means collectively the EU-U.S. Data Privacy Framework (available at <https://www.dataprivacyframework.gov/s/framework-text>) and the *Data Protection (Adequacy) (United States of America) Regulations 2023* (SI 2023/1028).

2. Scope. This Schedule is incorporated by reference into the DPA and is applicable only when Client Data, Sightings Data, or Lotame Data includes “personal data” (as defined by the GDPR) subject to the GDPR.

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 their respective obligations in and will Process Client Data in accordance with this Section 3, Section 5 of the DPA, and the provisions of the GDPR applicable to their role as specified in the previous sentence. Where the Lotame engages processors, Lotame shall ensure and remain responsible for such processors’ compliance with Lotame’s obligations set forth in the previous sentence, including through written agreements as required by Article 28 of the GDPR.

3.2. Incorporation of Module 2 of the EU SCCs. With respect to the matters referred to in Articles 28(3) and 28(4) of the EU GDPR and the UK GDPR and Article 9 of the FADP, as regards to the transfer of personal data from a controller to a processor, each party will comply with their respective obligations in Module 2 of the EU SCCs (for controller-to-processor relationships) applicable to their role (as specified in Section 3.2(a)), with certain clauses of Module 2 completed or clarified as follows:

(a) Client is the “data exporter” and Lotame is the “data importer.”

(b) The optional Clause 7 is included.

(c) With respect to the references to documented instructions in Clauses 8.1 and 8.2, Client acknowledges that the Platform is operated as a multi-tenant software-as-a-service where all Personal Data is processed in the same manner. As such, documented instructions, as referenced in Clauses 8.1 and 8.2, are handled in accordance with Section 5 of the DPA and that Client is solely responsible for ensuring that those settings and its use of the Services complies with the GDPR and Module 2 of the EU SCCs.

(d) With respect to Clause 8.8, for any onward transfers of Client Data to a Third Party Platform initiated by Client through use of the Services, Client acknowledges that such onward transfer is being facilitated by Lotame on Client’s behalf and that Client is responsible for ensuring that it has the appropriate contractual arrangements with the Third Party Platform as required by Clause 8.8.

(e) With respect to Clause 9(a), Option 2 is selected with the specified time period set at 60 days.

(f) With respect to Clause 10(a), if a User Data Request does not identify Client or Lotame is unable, given the information in the User Data Request, to relate the User Data Request to Client, Lotame will be unable to notify Client of the User Data Request; however, Lotame will respond to the User Data Request in accordance with Section **Error! Reference source not found.** of the DPA.

(g) With respect to Clause 11(a), the optional text is included.

(h) With respect to Clause 17, with Option 2 selected, (1) for data transfers from the EU/EEA, the Member State is the Republic of Ireland and (2) for data transfers from Switzerland, the Member State is Switzerland.

(i) With respect to Clause 18(b), the Member State is the Republic of Ireland.

(j) Annexes I, II, and III of Module 2 are deemed completed with the information set out in Annexes I, II, and III of Exhibit 1 to this Schedule.

(k) Where the Swiss Federal Act on Data Protection (FADP) applies to Processing of Personal Data, (1) references to the GDPR in the EU SCCs should be understood as references to the FADP insofar as the data transfers are subject to the FADP and the EU SCCs will also protect the data of legal entities, until the entry into force of the revised FADP and (2) the term “member state,” as used in the EU SCCs, must not be interpreted in such a way as to exclude Users in Switzerland from the possibility of suing for their rights in their place of habitual residence (Switzerland) in accordance with Clause 18(c) of the EU SCCs.

3.3. Transfers of Client Data to the United States. With respect to transfers of personal data to third countries or international organisations, Client acknowledges that using the Services will require the transfer of Client Data to the United States and that pursuant to Article 45(1) of the EU GDPR and the UK GDPR and Article 16(1) of the FADP, the United States has been determined to provide an adequate level of protection under the DPF. Lotame complies with the EU-U.S. DPF, the UK Extension to the EU-U.S. DPF, and the Swiss-U.S. DPF as set forth by the U.S. Department of Commerce. Lotame has certified to the U.S. Department of Commerce that it adheres to the DPF Principles with regard to the processing of Personal Data received from a GDPR Country in reliance on the applicable DPF.

3.4. Onward Transfers of Client Data by Lotame on Behalf of Client. When Lotame transfers Client Data to third-parties on behalf of and at the instruction of Client, the Client is responsible for ensuring the transfer to the third-party complies with the GDPR.

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 in and will Process Sightings Data in accordance with this Section 4, Section 5 of the DPA, and the provisions of the GDPR applicable to their role specified in the previous sentence.

4.2. Transfers of Sightings Data to the United States. Client acknowledges that Lotame will transfer Sightings Data to the United States. Lotame complies with the EU-U.S. DPF, the UK Extension to the EU-U.S. DPF, and the Swiss-U.S. DPF as set forth by the U.S. Department of Commerce. Lotame has certified to the U.S. Department of Commerce that it adheres to the DPF Principles with regard to the processing of Personal Data received from a GDPR Country in reliance on the applicable DPF.

4.3. Onward Transfers of Sightings Data. Lotame participates in and has certified its compliance with the EU-U.S. DPF, the UK Extension to the EU-U.S. DPF, and the Swiss-U.S. DPF. In accordance with Lotame's obligation under the DPF, any transfers of Personal Data to a third-party controller will be accomplished in compliance with the GDPR and the DPF Principles.

5. Consent Policy. Client shall comply with Lotame's Consent Policy for the European Union, European Economic Area, Switzerland, and United Kingdom of Great Britain and Northern Ireland available at <https://www.lotame.com/legal/policies/eu-consent-policy/>.

6. IAB Europe's Transparency & Consent Framework. Lotame participates in the IAB Europe's Transparency & Consent Framework (TCF) as a vendor and complies with its Policies and Specifications. Lotame's identification number within the TCF is 95. If Client has implemented the TCF on any Properties, Client shall add Lotame as a vendor.

7. Processing of Lotame Data by Client.

7.1. 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 7, Section 6 of the DPA, and the provisions of the GDPR applicable to their role 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, including through written agreements as required by Article 28 of the GDPR.

7.2. Incorporation of Module 1 of the EU SCCs. With respect to the matters referred to in Articles 44 and 46 of the EU GDPR and the UK GDPR and Article 16 of the FADP, as regards to the transfer of personal data from a controller to a controller, including where such transfers constitute onward transfers, each party will comply with their respective obligations in Module 1 of the EU SCCs (applicable to their role (as specified in Section 6.2(a)), with certain clauses of Module 1 completed or clarified as follows:

(a) Lotame is the "data exporter" and Client is the "data importer."

(b) The optional Clause 7 is not included.

(c) With respect to Clause 17, with Option 2 selected, (1) for data transfers from the EU/EEA, the Member State is the Republic of Ireland and (2) for data transfers from Switzerland, the Member State is Switzerland.

(d) With respect to Clause 18(b), the Member State is the Republic of Ireland.

(e) Annexes I and II of Module 1 are deemed completed with the information set out in Annexes I and II of Exhibit 2 to this Schedule.

(f) Where the Swiss Federal Act on Data Protection (FADP) applies to Processing of Personal Data, (1) references to the GDPR in the EU SCCs should be understood as references to the FADP insofar as the data transfers are subject to the FADP and the EU SCCs will also protect the data of legal entities, until the entry into force of the revised FADP and (2) the term "member state," as used in the EU SCCs, must not be interpreted in such a way as to exclude Users in Switzerland from the possibility of suing for their rights in their place of habitual residence (Switzerland) in accordance with Clause 18(c) of the EU SCCs.

7.3. Onward Transfers of Lotame Data by Client. Lotame participates in and has certified its compliance with the DPF and in accordance with Lotame's obligations under the DPF, Client shall (i) only process the Lotame Data for limited and specified purposes consistent with the Agreement and (ii) provide the same level of protection for the Lotame Data as is required by the DPF Principles. Client will notify Lotame and cease processing the Lotame Data (or take other reasonable and appropriate remedial steps) if the Client determines that it cannot provide the same level of protection for the Lotame Data as is required by the DPF Principles.

8. 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 and is a "third party" within the meaning of the GDPR. Lotame does not act as Client's processor for Second-Party Data. Client acts as an independent controller for any Processing of Second-Party Data made available via the Platform.

Exhibit 1

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

Annex I

1. LIST OF PARTIES

Data exporter(s):

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

Address: Address of the entity identified as “Client” in the Agreement.

Contact person’s name, position and contact details: Privacy contact identified in the Agreement, if not directly identified therein, Client shall provide it to Lotame without undue delay.

Activities relevant to the data transferred under these Clauses: Processing of personal data for purposes and activities identified in the Agreement.

Signature and date: Signed and dated in the Agreement by the authorized person for Client.

Role (controller/processor): Controller

Data importer(s):

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

Address: Address of the entity identified as “Lotame” in the Agreement.

Contact person’s name, position and contact details: Data Protection/Privacy Contact identified in the Agreement, privacy@notice.com and address provided in the Agreement.

Activities relevant to the data transferred under these Clauses: Processing of personal data for purposes and activities identified in the Agreement.

Signature and date: Signed and dated in the Agreement by the authorized person for Lotame.

Role (controller/processor): Processor

2. DESCRIPTION OF TRANSFER

(a) Categories of data subjects whose personal data is transferred

End users of digital properties owned or operated by the data exporter, including individuals who interact with advertisements delivered or measured through the Services.

(b) 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).

(c) Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

The data exporter will not send sensitive data to the data importer.

(d) The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).

The transfer of personal data will be on a continuous basis.

(e) Nature of the processing

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.

(f) Purpose(s) of the data transfer and further processing

The personal data is transferred for the sole purpose of enabling the data 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.

(g) The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that 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.

(h) For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing

Same as data importer.

3. COMPETENT SUPERVISORY AUTHORITY

- For transfers of personal data subject to the EU GDPR, the competent supervisory authority is determined according to Clause 13 of the SCCs. Specifically:
 - If the importer is established in the EU/EEA, it will be the supervisory authority of the Member State in which the importer is established.
 - If the importer is not established in the EU/EEA, the supervisory authority is the one where the exporter's EU representative is established or, in the absence of an EU representative, the supervisory authority of the Member State where the data export originates.
- For transfers of personal data subject to the Swiss Federal Act on Data Protection (FADP), the competent supervisory authority is the Swiss Federal Data Protection and Information Commissioner (FDPIC).
- Parallel supervision shall therefore apply where both the GDPR and Swiss FADP apply:
 - The FDPIC insofar as the transfer is governed by the Swiss FADP; and
 - The relevant EU authority insofar as the transfer is governed by the GDPR, determined as described above.
- If no obvious supervisory authority can be determined, the competent supervisory authority is either the Irish Data Protection Commission (DPC) or the authority of that Member State where the personal data originates primarily from.
- For the purposes of transfers of UK personal data, the competent supervisory authority is the Information Commissioner's Office (ICO).

Annex II

TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

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) are described in Schedule 1 of the DPA.

Annex III

LIST OF PROCESSORS

The processors currently engaged by Lotame are listed in **Error! Reference source not found.** of the DPA.

UK / Swiss Variations. Where the transfer is subject to UK law, the parties incorporate the UK Addendum to the EU SCCs (parties and tables completed consistently with Annex I–III above). Where subject to Swiss law, the parties apply the Swiss-specific adaptations to the EU SCCs (e.g., references to “EU” read as “Switzerland,” governing law/competent authority per Swiss requirements).

Exhibit 2

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

Annex I

1. LIST OF PARTIES

Data exporter(s):

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

Address: Address of the entity identified as “Lotame” in the Agreement.

Contact person’s name, position and contact details: Privacy contact identified in the Agreement, if not directly identified therein, Client shall provide it to Lotame without undue delay.

Activities relevant to the data transferred under these Clauses: Provision and licensing of personal data for purposes and activities identified in the Agreement, which include analytics, audience targeting, and content personalization.

Signature and date: Signed and dated in the Agreement by the authorized person for Client.

Role (controller/processor): Controller

Data importer(s):

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

Address: Address of the entity identified as “Client” in the Agreement.

Contact person’s name, position and contact details: Data Protection/Privacy Contact identified in the Agreement, privacy@notice.com and address provided in the Agreement.

Activities relevant to the data transferred under these Clauses: Licensing of personal data from Lotame for use in targeted advertising, audience segmentation, analytics, measurement, and related uses.

Signature and date: Signed and dated in the Agreement by the authorized person for Lotame.

Role (controller/processor): Controller

2. DESCRIPTION OF TRANSFER

(a) Categories of data subjects whose personal data is transferred

Individuals about whom pseudonymous or aggregated data has been collected by data providers (such as data brokers, data aggregators, publishers, and survey providers) and licensed to Lotame for inclusion in the Lotame Data Exchange Marketplace. These individuals may include users of websites, mobile apps, connected devices, digital services, or other sources from which data Providers obtain data (e.g., state voter files).

(b) 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.)

(c) Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

The data exporter will not send sensitive data to the data importer.

(d) The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).

The transfer of personal data will be on a continuous basis.

(e) Nature of the processing

Licensing, hosting, storage, enrichment, analysis, segmentation, and use of personal data for purposes of digital advertising, audience analytics, audience building, campaign optimization, ad measurement, and content personalization.

(f) Purpose(s) of the data transfer and further processing

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

(g) The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period

Personal data will be retained for no longer than is necessary for the purposes described above, and in accordance with Importer's documented retention policies. Generally, data is retained for no more than 18 months from the last interaction or use, unless otherwise required by applicable law or contract.

(h) For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing

Not applicable.

3. COMPETENT SUPERVISORY AUTHORITY

- For transfers of personal data subject to the EU GDPR, the competent supervisory authority is determined according to Clause 13 of the SCCs. Specifically:
 - If the importer is established in the EU/EEA, it will be the supervisory authority of the Member State in which the importer is established.
 - If the importer is not established in the EU/EEA, the supervisory authority is the one where the exporter's EU representative is established or, in the absence of an EU representative, the supervisory authority of the Member State where the data export originates.
- For transfers of personal data subject to the Swiss Federal Act on Data Protection (FADP), the competent supervisory authority is the Swiss Federal Data Protection and Information Commissioner (FDPIC).
- Parallel supervision shall therefore apply where both the GDPR and Swiss FADP apply:
 - The FDPIC insofar as the transfer is governed by the Swiss FADP; and
 - The relevant EU authority insofar as the transfer is governed by the GDPR, determined as described above.
- If no obvious supervisory authority can be determined, the competent supervisory authority is either the Irish Data Protection Commission (DPC) or the authority of that Member State where the personal data originates primarily from.
- For the purposes of transfers of UK personal data, the competent supervisory authority is the Information Commissioner's Office (ICO).

4. ADDITIONAL OBLIGATIONS

The Importer will comply with the following specific obligations:

- Importer will ensure that personal data will be processed exclusively for the purposes defined in this Annex.
- Importer will maintain at least the same level of protection as required under the EU-U.S. / UK-U.S. / Swiss-U.S. Data Privacy Framework principles or SCCs, as applicable.
- Importer will notify Lotame promptly if it determines it can no longer meet the obligations under this Annex. In such cases, Importer shall cease processing or take appropriate steps to remediate the situation.

Annex II

TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL

MEASURES TO ENSURE THE SECURITY OF THE DATA

The data importer determines and maintains its own technical and organisational measures to protect the personal data it receives from Lotame. Such measures must provide a level of security appropriate to the risk in accordance with 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.

UK / Swiss Variations. Where the transfer is subject to UK law, the parties incorporate the UK Addendum to the EU SCCs (parties and tables completed consistently with Annex I–II above). Where subject to Swiss law, the parties apply the Swiss-specific adaptations to the EU SCCs (e.g., references to “EU” read as “Switzerland,” governing law/competent authority per Swiss requirements).