DATA PROCESSING AGREEMENT

This Data Processing Agreement ("**DPA**") is entered into by the Outbrain entity ("**Outbrain**") and the individual or company (the "**Partner**") identified in the Partner Enrollment Form (governed by the Engage Terms) between the parties from time to time (collectively, the "**Terms**"). From effective date of the applicable Partner Enrollment Form, this DPA shall apply to any and all agreements between the parties and their Affiliates from time to time.

This DPA is incorporated into the Terms (as amended from time to time) and constitutes a legally binding agreement between the parties. Collectively, the Controller SCCs, the DPA and the Terms (or information entered through the Outbrain dashboard) are referred to as the "**Agreement**". In the event of any conflict or inconsistency between any of the terms of the Agreement the following order of precedence shall prevail: (i) the Controller SCCs, (ii) this DPA; and (iii) the Terms.

1. **DEFINITIONS**

    1.1 "**Affiliate(s)**" means in respect of either party at any time, any person or legal entity controlled by or controlling or under the common control of that party. Any reference to the parties shall include reference to their Affiliates;

    1.2 "**Data Protection Laws**" means any applicable laws, government-issued rules, regulations, directives and requirements (as amended from time to time) related to the privacy of Personal Data and apply to Outbrain or Partner including but not limited to the California Consumer Privacy Act of 2018, and any amendments and regulations issued pursuant thereto ("CCPA"), and the EU Data Protection Laws.

    1.3 "**EEA**" means the European Economic Areas;

    1.4 "**EU 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 (General Data Protection Regulation) (the "GDPR"); (ii) the EU e-Privacy Directive (Directive 2002/58/EC); and (iii) any and all applicable national data protection laws made under or pursuant to (i) or (ii) (including, after Brexit, UK national data protection laws); in each case as may be amended or superseded from time to time; and

    1.5 "**Outbrain User Data**" means Personal Data about a Data Subject which Outbrain collects from Data Subject directly from its Partner partners and/or third party partners who connect Outbrain with Partners and may include, but not be limited to, device identifiers, IP address and user agent data;

    1.6 "**controller**", "**processor**", "**data subject**", and "**special categories of personal data**" shall have the meanings given in EU Data Protection Law;

    1.7 "**sale**" (including the terms "sell," "selling," "sold," and other variations thereof), "**consumer,**" and "**business,**" shall have the meanings given to those terms under the CCPA; and

    1.8 "**personal data**" (and any variation thereof, including "personal information") and "**process**"(including "processing"), shall have the meaning given under the applicable Data Protection Laws.

2. **NATURE AND SCOPE OF PROCESSING.** Outbrain processes Outbrain User Data for the purposes of (i) storing and/or accessing information on a device (ii) selecting basic, personalised ads or personalised content (iii) creating a personalised ads and/or content profile; (iv) measuring ad and content performance (v) applying market research to generate audience insights; and (vi) developing and improving products.

3. **ROLE OF PARTIES.** The parties acknowledge and agree that they are each controllers and businesses in respect of Outbrain Personal Data. Each party shall be individually and separately responsible for complying with the obligations that apply to it under applicable Data Protection Law. To the extent that Outbrain receives and interprets consent signals from consent management mechanisms (including, but not limited to, the IAB CCPA Compliance Framework) Outbrain is doing

so in order to abide by a consumer or data subject's choice and shall not be deemed to be a service provider or processor on anyone's behalf.

4. **COOPERATION.** In the event that either party receives any correspondence, enquiry or complaint from a data subject, regulator or other third party related to the disclosure or processing of Personal Data pursuant to this DPA, it shall promptly inform the other party giving full details of the same, and the parties shall cooperate reasonably and in good faith in order to respond in accordance with any requirements under the Data Protection Laws. The contact email for Outbrain for matters relating to data subject rights is privacyquestions@outbrain.com or, if a Data Subject requests to opt out of Outbrain's personalised advertisements, Customer shall direct Data Subject to Outbrain's Interest Profile.

5. **TRANSPARENCY.** The parties acknowledge their respective obligations to satisfy the transparency obligations where the Personal Data being processed is obtained directly from the Data Subject or where such Personal Data is obtained from a third party. In respect of Outbrain User Data, Outbrain collects such data directly from Partner sites or applications or via third party partners who connect Outbrain to Partner sites or applications. Partner warrants, represents and undertakes it shall (i) at all times satisfy the requirements for an appropriate legal basis for the processing of Personal Data; (ii) disclose Outbrain to users via an appropriate privacy notice (iii) where required, it shall collect consent via a consent management platform using the IAB Transparency and Consent Framework (the most recent version or successor thereto) and pass Outbrain a clear consent or no consent signal (i.e. the Partner must not send Outbrain a null or invalid signal); (iv), for purposes of the CCPA, it shall pass opt-out signals to Outbrain using the IAB's CCPA framework; and (v) Partner shall provide a user choice mechanism such as the opt out page(s) of the Network Advertising Initiative, the Digital Advertising Alliance, the European Digital Advertising Alliance.

6. **DATA SECURITY.** Each party shall maintain appropriate technical and organisational measures for the protection of the security, confidentiality and integrity of the Personal Data.

7. **INTERNATIONAL TRANSFERS.**

7.1 Neither party shall process any Data (nor permit any Data to be processed) in a country outside of the EEA or (after Brexit) outside of the UK unless: (a) that country has not been designated by the European Commission or UK Data Protection Authority (as applicable) as providing an adequate level of protection for Data; or (b) it has taken such measures as are necessary to ensure the transfer is in compliance with Applicable Data Protection Law.

7.2 The Parties agree that for the purpose of any transfer of Personal Data from Partner to Outbrain the requirements of Section 7.1 shall be satisfied as follows: (a) the European Commission's 2004 standard contractual clauses for controller-to-controller transfers (as amended or superseded) (the "**Controller SCCs**") are hereby incorporated by reference into this Agreement and shall govern any international processing of Data outside of the EEA or UK (as applicable) as described in Section 7.1; (b) for the purposes of the Controller SCCs, the Partner shall be deemed the "data exporter" and Outbrain, the "data importer"; and (c) Annex B to the Controller SCCs shall be deemed to have been completed with the data processing description set out in Annex A to this DPA. In the event the Controller SCCs are amended or updated by data protection authorities, the parties agree that such amended or updated clauses shall apply.

8. **TERM AND TERMINATION.** This DPA shall commence on the Effective Date and shall continue as long as the Partner utilises Outbrain's services.

9. **Miscellaneous.**

9.1 Neither Party shall be in breach of this DPA nor liable for delay in performing, or failure to perform, any of its obligations under the Agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control.

9.2 Failure or delay in exercising any right or remedy under this DPA shall not constitute a waiver of such (or any other) right or remedy.

9.3 The Partner shall not assign or otherwise transfer its rights or its obligations under this Agreement, in whole or in part, without the prior written consent of Outbrain.

9.4 Except as expressly stated otherwise, nothing in this DPA shall create or confer any rights or other benefits in favour of any person other than a party to this DPA.

9.5 The invalidity, illegality, or unenforceability of any term of this DPA shall not affect the remainder of the DPA.

9.6 This DPA shall be governed by the laws specified in the applicable Partner Enrollment Form.

Annex A
Data Processing Description

This Annex forms part of the DPA and describes the processing of Personal Data by Outbrain.

Data Exporter: Partner (Controller)

Data Importer: Outbrain (Controller)

Data subjects. End Users

Purposes of processing. Outbrain processes Outbrain User Data for the purposes of (i) storing and/or accessing information on a device (ii) selecting basic, personalised ads or personalised content (iii) creating a personalised ads and/or content profile; (iv) measuring ad and content performance (v) applying market research to generate audience insights; and (vi) developing and improving products.

Categories of personal data

The Data processed concern the following categories of personal data:

- Bid request unique identifier

- IP address

- Device and advertising identifiers

- Browser and device type (desktop/mobile, brand, model, OS)

- Device location

- Device time zone

- Digital property / content visited and events

Recipients

The Data processed may be disclosed only to the following recipients or categories of recipients:

- Our trusted Partners.

Special Categories of Data

N/A