General Terms and Conditions (Advertisers – Media agencies)

PREAMBLE

These General Terms and Conditions ("**GT&Cs**"), including all special terms set out in the appendices or in the addendum when applicable ("**Special Terms**") are between the Teads entity identified in the Teads Interface, or in the Insertion Order or in the Purchase Order ("**Teads**") and the client identified in the Teads Interface, or in the applicable Insertion Order or in the Purchase Order ("**Client**").

Teads and the Client are referred to individually as a "**Party**" or collectively as the "**Parties**". These Terms and Conditions, the applicable Purchase Order and/or Insertion Order, and the Special Terms, including the Data Protection Addendum in Appendix 4 shall together form the "**Agreement**".

This Agreement will apply to the provision of the Teads Service and as made available through the Teads Interface, as detailed hereafter.

This Agreement becomes binding and effective on Client upon the earliest of: (1) when the Client accesses or uses the Teads Services, (2) when the Client clicks an "I Accept," "Sign up" or similar button or check box referencing this Agreement, or (3) when the Client enters an Insertion Order or a Purchase Order with Teads. By completing one of the above, the Client agrees to all the Terms and Conditions included in this Agreement including annex and addendum. If the Client disagrees with the terms of this Agreement, the Client should immediately discontinue use. Their continued use will be considered a tacit acceptance of the Agreement. This Agreement will continue until terminated in accordance with the terms of this Agreement.

<u>**1-Definitions and Interpretation**</u>

Advertising	means any ad promoting the products and/or services of the Client, which will be displayed by the Teads Interface through the Teads Service.
Affiliate	means any entity that directly or indirectly controls, is controlled by, or is under common control with a Party. For the purpose hereof, the term "Control" means any of the following: (i) direct or indirect ownership of more than fifty per cent (50%) of the share capital or other ownership interests in any other entity; (ii) the right to exercise more than fifty per cent (50%) of the votes in any other entity.
Client Content	means images, graphics, text, data, links, or other creative elements supplied by the Client to Teads (by data feed or otherwise) for inclusion in Advertising.
Teads Interface	means Teads' proprietary web-based Interface that enables access to different ranges of Teads' or its Affiliate's Services whose purpose is to manage the display of Advertising on Teads Inventory.
Teads Inventory	means a network of publishers Teads or its Affiliates partnered with (the "**Teads Network**") to provide its Clients with a curated inventory. Teads Network is administered at the sole discretion of Teads for the display of Advertising.
Teads Service(s)	means the services that enables the display management of Advertising through the Teads Interface. The ad management consists of the following: set up, display, monitoring, optimization of Advertising on Teads Inventory. Various setup criteria

	are available through the Teads Interface such as budget, territory, audience segments, capping, block list, brand safety, Teads Formats, and any other relevant features that may be developed during the Term of this Agreement. The Teads Interface also enables to pause or resume ongoing Advertising, access reports to carry out analysis, and access customer support. For that purpose, the Client will have access to a dashboard ("**Dashboard**").
	Teads Service can be performed by the Client through the Teads Interface (Self-Service) or by Teads (Managed Services), depending on the Client's preference. Managed Services requires the Client to provide Teads with criteria and booking information through an Insertion Order ("**IO**") to set up the Advertising according to the Client's instructions. An example of mandatory booking information is set out in Appendix 3.
T**arget Audience**	means users on the Teads Inventory who will be targeted with relevant Advertising based on the Teads Service and on the criteria chosen by the Client on the dashboard available on the Teads Interface.
Teads Formats	Teads' proprietary formats available through the Teads Service as chosen by the Client on the Teads Interface and which are described at https://www.teads.com/viewable-outstream-teads-formats/ ou or such other URL as Teads provides from time to time.

2-Technical specification and implementation:

2.1 The Client will comply with the technical requirements and specifications of the Teads Service, including any guidelines or policies as made available by Teads from time to time. These technical specifications may include the following operations: i) include tracking technologies (tags/pixels) supplied by Teads on the Client's properties for the purpose of the Teads Service ii) supplying Teads with catalogue files of the Teads products and/or services to be included in Advertising; iii) supplying Teads with the Client's logos and other Client Content to be displayed in Advertising. The Client shall be solely liable for performing these operations. Except otherwise agreed by the Parties, Teads does not warrant any dates (if any) on the Teads Interface. Multiple campaigns may be delivered by multiple Teads Affiliates. The Client acknowledges and accepts that Teads may place or ensure the placement of tracking technologies from Teads and/or third party partners on the Client property(ies), and/or may transfer or ensure the transfer to the Client of tracking technologies belonging to third-party partner(s) in order to perform the Services.

2.2 The Client shall comply with the provisions of the Data Sharing Agreement attached hereto as Appendix 4.

3. Access to the Teads Interface:

3.1 Teads grants to the Client and individuals employed and designated by the Client ("**Interface Users**") a non-exclusive, non-transferable, and revocable right to access and use the Teads Interface during the term of this Agreement, on the basis of the conditions detailed in Appendix 2.

3.2 Teads will assign to the Client a username and a password unless the Client creates itself when opening its account on the Teads Interface. This information is confidential and may only be changed directly by the Client or, at its request, by Teads. Teads will assign a Seat ID to the Client that is confidential and may only be changed by Teads. When the Client requires Teads to operate from its Seat ID, it gives a proxy to Teads to perform the Service according to the instructions set out in the IO. The information assigned above are the Identification Data. The Client is responsible for the confidentiality and security of the Identification Data and shall not grant third parties access to Identification Data unless they are Interface Users authorized to use the Teads Interface by the Client as specified below. The Client is fully responsible for all activity on its account and any consequence resulting from any use of the Identification Data, including any loss, theft, hijacking, and/or fraudulent use of the Identification Data. The Client will provide all information

requested during the registration process, including billing information as further detailed Article 6. The Client must regularly verify and update its registration information to ensure that it remains accurate, up to date and complete. Teads shall not be responsible for any problems with the performance of the Teads Interface or the Services caused by information provided by the Client.

3.3 When applicable, the Client is required to fulfil the undertakings contracted by any legal or natural person serving as an intermediary in the name and on behalf of the Client, such as media agency. Such intermediary is deemed Interface User authorized. Teads reserves the right to suspend the access to the Teads Interface if the status is not evidenced.

3.4 When the Client as defined herein is a media agency, upon written request to Teads (i) the fee agreed upon between the media agency and the advertiser by separate agreement, may be entered in the Teads Interface, Teads undertaking to keep this information confidential, and (ii) the advertiser may have a viewer access to the Teads Interface for reporting purposes.

3.5 Teads reserves the right to suspend the Service and/or the access to the Teads Interface for cause if the Client (i) is not up to date with payments and until its account is made current, or (ii) violate, or give Teads reason to believe the Client have violated Teads policies, or, (iii) breach the Agreement or, (iv) if there is any reason to believe that the Client Content or the traffic created from the Client use of the Services is fraudulent or would infringe applicable laws including but not limited to, statutes, statutory instruments, contracts, regulations, advertising and marketing codes of practice in any of the jurisdictions where Advertising is displayed..

Teads may disconnect any inactive account after six months for security reasons. If the Client intends to reconnect, upon request, Teads will send the Client new identifiers to log onto the Teads Interface. In the case of any account that is inactive for at least nine (9) consecutive months, Teads shall therefore be entitled to terminate the Agreement by providing written notice without any other reason nor any penalty.

4-Display conditions:

The Client shall comply with the Tead's advertiser guidelines available at https://www.teads.com/ad-policies/ (the "**Ad Policies**"), which may be updated by Teads from time to time. The Client acknowledges and accepts that the Advertising are displayed on the Teads Inventory and except otherwise agreed, that Teads has an absolute discretion as to where (and how often) the Advertising will be displayed on the Teads Network and how priority is to be governed between different clients. The Client acknowledges and accepts that, except as otherwise agreed in writing between the Parties, Teads does not guarantee: (i) the placement, positioning or the timing of delivery of any Client Content/Advertising; (ii) clicks or impressions (including clicks from a particular audience segment); or (iii) conversions. The Client acknowledges that Advertising may be displayed next to Advertising of its direct or indirect competitors. Teads reserves the right to make changes to the Teads Service and/or to cease or not commence display of Advertising without notice or compensation to the Client. Teads uses commercially reasonable efforts not to display Advertising on websites or other media that are of pornographic, defamatory, obscene or illegal nature. In the event Client notifies Teads in writing that Advertising are being displayed on such media, Teads will promptly remove the Advertising. In the event an Advertising is displayed in breach of the Ad Policies, upon prior notice from a publisher of Teads Network or any other third party, Teads undertakes to review the Advertising in breach of the Ad Policies displayed and to immediately remove and block such Advertising from the Teads Inventory. Teads also reserves the right at its sole discretion to immediately suspend or terminate all or part of Client's use of the Teads Service if Teads reasonably believes Client is in breach of the terms of this Agreement. The Client shall provide Teads with any blocklist prior to the Advertising release in order to monitor any specific brand safety requirements.

5- Measurements and Performance Report:

Teads measures, through its tools, the number of impressions and/or clicks and/or other metrics necessary for calculating the charges under the Agreement. The Client accepts that Teads's measurements are final and shall prevail over any other measurements. Teads grants the Client access to an online interface to access statistics on a daily basis and control its account. Any modifications made and approved (either by the Client or upon the Client's instruction) – including, but not limited to, budget adjustments or pausing a campaign, are solely the Client's responsibility, and the Client shall be liable for any costs incurred as a result of modifications. The Client gives permission to Teads to make modifications on its behalf in accordance with any specific instructions communicated in writing (including, but not limited to, budget/spent ranges, minimums and maximums and key campaign outcomes). Furthermore, the Client is responsible for the use and storage of its personal and confidential password and ID and shall immediately notify Teads in

writing of any loss or involuntary disclosure thereof. Teads is not responsible for uploading reports or invoices to any third-party platform on behalf of the Client nor to provide any documentation to other contact than those set out in the Client's account.

6- Fees, Invoicing and Payment:

6.1 Teads retains the right, in its sole discretion, to request prepayment from a Client. The Teads Services will be charged on the basis of the fees conditions detailed in Appendix 2. Except as otherwise set forth herein, payment models are inclusive of all costs associated with running Teads Service. Any other fees related to any specific features chosen by the Client on the Teads Interface may be charged as defined and agreed by the Client on the Teads Interface or detailed separately in Appendix 2. Teads may charge any applicable national, state, or local sales or use taxes, value added taxes or country-specific fees. The Client will receive monthly invoices from the Teads entity delivering the Teads Service. In the event that there are multiple ad campaigns, Teads shall provide multiple invoices in different currencies. The Client acknowledges and accepts that the Teads Interface is set up in UTC timezone. Consequently, any invoice is issued according to this timezone. Teads does not guarantee that the budget set up in the Teads Interface will be reached, unless specified otherwise in Appendix 2.

6.2 Advertising displayed on the Network may be paid for via one of following payment methods, when applicable: (i) cost-per-click ("**CPC**"); (ii) cost-per thousand impressions ("**CPM**"); (iii) cost-per-completed view ("**CPCv**") where completed view means fifty percent (50%) of the video Ad/Content is in view continuously from beginning to the end of video; (iv) cost-per thousand Viewable Impressions ("**vCPM**"); and/or (v) other desired actions agreed between the parties from time to time. If CPC is being used for campaign measurement, such CPC may not be less than Teads' then-in-effect minimum CPC (which may vary by market). If Client is utilizing a third party automatic bidding feature as made available by Teads, Client grants Teads the right to set and modify Client's CPC at Teads' discretion to aid in achieving Client's targets for its campaign. Client shall be solely responsible for any additional fees incurred for utilizing third party services on its campaign(s). For the avoidance of doubt, Teads will not cover, credit, or reimburse any third party fees, including, but not limited to, use of any third-party tracker(s) on Client's campaign(s).

6.3 The Client must indicate the billing information in Appendix 2 and keep it up to date by any means. The Client shall pay all amounts due, without set-off, within 30 days from the invoice date. All payments to Teads shall be made in the currency of the invoice and are quoted exclusive of any applicable tax which shall be payable at the time and in the manner required by law. Teads shall be entitled to charge interest and recovery costs on overdue amounts as specified by the relevant law. Any claim by Client on an invoice can only be raised within one month of receipt, or the right to dispute such invoice shall be waived. Unless stated otherwise in the Teads Interface, all invoices shall be payable solely by the Client. In the case where the amount to be invoiced is lower than 100$ (or equivalent in other applicable currencies) Teads reserves the right to carry over this amount on the following month's invoice.

6.4 If Teads authorises Client to utilise a credit card for billing purposes, Teads shall charge the Teads fees (including processing fees) to Client's credit card at such intervals as Teads determines in its sole discretion. The decision as to whether to allow Client to choose between invoice and/or credit card and/or require a prepayment (prior to the start of a campaign) rests solely with Teads.

6.5 Client authorises Teads to investigate Client's credit record. If applicable, Client agrees to provide such further financial information and documentation as may be required from time to time by Teads as a condition for the continued extension of credit. Client acknowledges and agrees that any account, credit card, and related billing and payment information which Client provides to Teads may be shared by Teads with companies who work on Teads' behalf solely for the purpose of performing credit checks, effecting payment to Teads, collecting debts owed to Teads, and/or servicing Client's account. Teads may, in its sole discretion, extend, revise, or revoke credit at any time. In addition, Teads reserves the right to require immediate payment of any outstanding balance that exceeds Client's credit limit and/or past the payment terms defined in this Agreement.

7-Intellectual Property:

7.1 Each Party remains sole owner of the intellectual property rights it owned prior to the execution of the Agreement. Teads shall retain ownership of all intellectual right that enable Teads to provide the Service. The Client or the Client partner (as the case may be), shall retain ownership of all intellectual property rights to the Advertising and any ancillary advertising material provided to Teads.

7.2 For the duration of the Agreement, the Client grants Teads (including Teads affiliates) a worldwide, royalty-free, non-transferable licence to use, reproduce, and represent the Client (or Client Partner as the case may be) trademarks and logos, to display, reproduce, represent the Client Content of the Advertising (a) on the Teads Inventory, (b) on all documentation promoting the Teads Service. Teads shall seek prior authorisation from the Client for any press release using the Client's name, logos, and/or trademarks.

8-Warranties and Indemnities:

Except as set out in this clause, Teads gives no warranty or condition, express or implied, with respect to any matter and, in particular, but without limitation, expressly disclaims any warranties or conditions of non-infringement or the quality or fitness for any particular purpose of any Service provided under the Agreement.

The Client warrants and represents to Teads that: (i) it has the right, power and authority to enter into this Agreement and perform its obligations as set out herein; (ii) it has the right to provide the Client Content/Advertising to Teads for publication, without infringing any rights of any third party including, without limitation, intellectual property rights; (iii) the Client Content/Advertising complies at all times with all applicable laws, statutes, statutory instruments, contracts, regulations, advertising and marketing codes of practice in any of the jurisdictions where Advertising is displayed; (iv) the Client Content/Advertising does not contain any material that is obscene, defamatory or contrary to any applicable law or regulations and does not give access via hyperlinks to any property containing material that is obscene, defamatory or contrary to any applicable law or regulation; (v) it shall not provide any personal data, via its data feed or otherwise, pursuant to applicable data protection laws; (vi) it will not provide Content that is targeted to children under the age of sixteen (16) (vi) any information provided under the Agreement is true, accurate, complete and current; (vii) it shall comply with all relevant laws and regulations including any guidelines or policies (including the Ad Policies) as made available by Teads; and (viii) it is not subject to, nor owned or controlled by any person that is subject to, sanctions or export control restrictions imposed pursuant to U.S. law or the laws of any other jurisdiction applicable to the performance of the agreement nor will it not take any action that could result in economic sanctions or other trade control restrictions or penalties being imposed on Teads. The Client shall defend, indemnify, and hold Teads and its Affiliates (and the Teads Network) harmless from and against any third-party suit, proceeding, assertions, damages (direct or indirect), cost, liability, and expenses (including court costs and legal fees), incurred as a result of any breach or alleged breach of the representations and warranties provided by the Client pursuant to this Agreement,.

9-Liability:

9.1 To the maximum extent permitted by applicable law, neither party shall be liable for any special, indirect, incidental, consequential, punitive or exemplary damages in connection with the Agreement, even if said party has been advised of the possibility of such damages. Neither party shall have any liability for any failure or delay resulting from any event, beyond the reasonable control of that party including, without limitation fire, flood, insurrection, war, terrorism, earthquake, power failure, epidemic, pandemic, lockdown, quarantine-like measures, civil unrest, explosion, embargo, strike (force majeure event). Client acknowledges and accepts that the price paid by Client takes into account the risks involved in this transaction and this represents a fair allocation of risk. For the avoidance of doubt, nothing in this Agreement excludes or limits either Party's liability for fraud, gross negligence, death or personal injury or any other matter to the extent such exclusion or limitation would be unlawful. Save for the indemnity in clause 8 above, willful misconduct, a breach of confidentiality and/or non-payment of fees owed under the Agreement, to the maximum extent permitted by applicable law, each Parties' liability under the Agreement, for whatever cause, whether in contract or in tort, or otherwise, will be limited to general/direct money damages and shall not exceed the amount corresponding to the last 12 months invoiced to the Client.

9.2 The Client acknowledges and accepts the risk that third parties may generate impressions, clicks or other actions affecting the charges under the Agreement for fraudulent or improper purposes. Teads shall have no responsibility or liability to the Client in connection with any third party click fraud or other improper actions that may occur.

9.3 Under no circumstances will Teads be liable in any way for any Client Content, including, but not limited to, any errors or omissions in any Client Content, or any loss or damage of any kind incurred in connection with the exposure by any third-party to any Client Content transmitted, displayed or otherwise made available via the Teads Services. In this respect, the Client is, and shall remain, solely responsible for ensuring that all lawful requirements for advertising content are met and hold Teads harmless from and against any third-party claim and damages under the conditions set out in clause 8 above.

9.4 Client is solely responsible for the Client Content. Client has the right to and authorizes Teads to place the Client Content on the Teads Network. Client is authorized to use and/or has approved all images and, when applicable, all words of the Content's headline (whether created or generated by Client or on Client's behalf). Client Content headlines and images must accurately reflect the tone and subject matter of the Client Content. To the extent Teads provide recommendations as to the Client Content, headlines and/or campaign, Client remains solely responsible.

10-Privacy:

10.1 The provisions of the Data Sharing Agreement attached hereto as Appendix 4 (hereafter "DSA") shall be incorporated into, and form part of, this Agreement.

10.2 Client authorizes Teads to process data for the purposes listed in the DSA. The Client also acknowledges and accepts that Teads may use and share, without restriction, any data that is anonymized, so as not to be identifiable to a specific source, and/or aggregated, so as not to be identifiable to any individual data on the Client websites to improve targeted capabilities, notably to allow the Client to benefit from industry insights.

11-Term and Termination:

11.1 The Agreement shall apply as from the date of signature of the Agreement and shall expire on the first-year anniversary ("Initial Term") except stated otherwise in the Insertion Order or in the Purchase Order. After the end of the Initial Term, the Agreement will renew automatically for successive twelve (12) month periods ("**Extended Term**").

11.2 Without prejudice to any other rights and remedies, either Party may terminate the Agreement with immediate effect by written notice to the other Party: (a) if the other commits a material breach of any of its obligations under the Agreement and in the case of a remediable breach, fails to remedy it within seven (7) days of the date of receipt of notice from the other specifying the breach and requiring it to be remedied; or (b) on the occurrence of a force majeure event that has continued for a minimum period of two months; (c) in the event that either Party becomes insolvent, goes into liquidation, appoints an administrative receiver or analogous proceedings under relevant local law (d) by giving at least sixty (60) days prior written notice of termination. Expiration or termination (for any reason) of the Agreement shall not affect any accrued rights or liabilities which either Party may then have nor shall it affect any clause which is expressly or by implication intended to continue in force after expiration or termination.

12-Confidentiality:

Each Party undertakes that it will not at any time disclose to any person not explicitly mentioned in this Agreement, except its professional representatives or advisors or as may be required by law or any legal or regulatory authority, the terms and conditions of this Agreement or any confidential information concerning the business or affairs of the other Party (including the other Party's affiliates) which is disclosed to it by the other Party. If such disclosure is required by law or any legal or regulatory authority, the Party required by the authority shall give the other Party written notice of such disclosure as soon as possible prior to making the disclosure and upon request, shall assist the other Party in obtaining a protective order or other relief.

13-No Assignment:

The Client shall not without Teads's prior written consent assign at law or in equity or deal in any other manner with the Agreement or any rights under the Agreement, or sub-contract any or all of its obligations under the Agreement or purport to do any of the same.

14- Insurance:

Client hereby declares that (i) it has taken out insurance, with a reputable insurance company, covering the consequences of its professional liability and operating liability (at least US$ one million or the equivalent in the local currency) and (ii) undertakes to maintain this insurance for the entire term of the Agreement and to inform Teads of any substantial changes.

15- Miscellaneous

15.1 The applicable jurisdiction and court is that in relation to the Teads entity specified in the list of countries accessible in Appendix 1.

15.2 The Agreement may be amended only by a written agreement executed by an authorized representative of each Party.

15.3 The Parties acknowledge and accept that electronic format shall be deemed an acceptable means of communication for the execution or sending of an Insertion Order or Purchase Order or to modify the terms of an Insertion Order or Purchase order including its renewal. All notices will be via email and addressed to the contact information set forth in the Insertion Order or Purchase Order executed between the Parties. Notices to Teads will be sent to legal@teads.com.

15.4 If there is any contradiction between the Agreement and any other document and/or the Teads Interface, the Teads Interface content shall take precedence in relation to the Teads Service. The Client acknowledges and accepts that the terms and conditions of the Agreement shall prevail over any IO, including the Client IO where applicable, this provision entailing a waiver by the Client of its general terms and conditions of purchase. For the sake of clarity, the provisions of this Agreement shall control and take precedence over any other provisions of any other document provided by the Client which are in conflict with or address the same or a similar subject matter as the provisions of this Agreement.

15.5 The Agreement constitutes the complete and entire agreement between the parties and shall supersede any and all other prior understandings, commitments, representations or agreements, whether written or oral, between the parties. If any provision of the Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or enforceability shall not affect the other provisions of the Agreement which shall remain in full force an effect.

15.6 In no event will any delay, failure or omission (in whole or in part) in enforcing, exercising or pursuing any right, power, privilege, claim or remedy conferred by or arising under the Agreement or by law, be deemed to be or construed as a waiver of that or any other right, so as to bar the enforcement of that, or any other right, power privilege, claim or remedy, in any other instance at any time or times subsequently.

15.7 Unless specified otherwise in the Agreement, no third party shall have any rights or obligation under the Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the latest signature date set forth in the applicable Insertion Order or Purchase Order.

Appendix 1 - Applicable law and jurisdiction

Country	Teads Entity	Applicable law and jurisdiction
Argentina	Teads Argentina SA	Law of Argentina Courts of Ciudad Autónoma de Buenos Aires
Australia	Teads Australia Pty Ltd	Law of Australia Courts of Sydney
Brazil	Teads Brasil Solucoes Em Propaganda e Video Ltda	Law of Brazil Courts of Sao Paolo
Canada	Teads Canada Inc	Law of Canada Courts of Toronto
Chile	Teads Chile Spa	Law of Chile Courts of Santiago

Colombia	Teads Colombia SAS	Law of the Colombia Courts of Bogota
France	Teads France SAS	French law Courts of Paris
Germany	Teads Deutschland GmbH	German law Courts of Munich
Hong Kong	Teads Hong Kong Limited	Law of Hong Kong Courts of Hong Kong
Indonesia	PT Teads Indonesia Advertising	Law of Indonesia Courts of Jakarta
India	Teads India Advertising Pvt Ltd	Law of India Arbitration in Mumbai Centre for International Arbitration
Italia	Teads Italia srl	Italian law Courts of Milan
Japan	Teads Japan K.K.	Law of Japan Courts of Tokyo
Korea	Korea Teads, Ltd.	Law of Korea Courts of Seoul
Luxembourg	Teads SA	Law of Luxembourg Courts of Luxembourg
Mexico	Teads Mexico SA de CV	Law of Mexico Courts of Mexico City
Morocco	Teads North Africa SARL AU	Law of Morocco Court of Morocco
Netherlands	Teads NL BV	Law of Netherland Courts of Amsterdam
New Zealand	Teads Australia Pty Ltd (NZ Branch)	Law of New Zealand Court of New Zealand
Poland	Teads Poland sp. z.o.o.	Law of Poland Court of Warsaw

Peru	Teads Perú S.A.C.	Law of Peru Court of Lima
Romania	Teads Studio SRL	Law of Romania Courts of Bucharest
Saudi Arabia	Teads Arabia for Advertising	Law of Saudi Arabia Courts of Riyadh
Singapore	Teads Singapore Pte Ltd	Law of Singapore Courts of Singapore
Spain	Teads Spain SLU	Law of Spain Courts of Madrid
South Africa (RSA)	TEADS SOUTH AFRICA (PTY) LIMITED	Law of South Africa Court of Cape Town
Switzerland	Teads Schweiz GmbH	Law of Switzerland Courts of Zurich
Taiwan	台灣迪偲廣告有限公司. Teads Taiwan Co Ltd.	Law of Taiwan Courts of Taipei
UK	Teads LTD	United Kingdom law High Court in London
UK	Teads Studio Limited	United Kingdom law High Court in London
United Arab Emirates	Teads Middle East FZ-LLC	Law of the Emirate of Dubai Court of Dubai
US	Teads Inc.	Law of the Sate of New York Courts of New York city, NY
US	Teads LATAM LLC	Law of the Sate of Florida Courts of Miami City

<u>Appendix 2:</u> Fees, Invoicing, and Payment

FEES

	SELF SERVICE	MANAGED SERVICE
Fee	7 % of the media budget delivered set out in the Teads Interface.	When Client requires Teads to perform the Service from the Client's account, an additional 10% fee, based on the media budget set out in the IO and delivered, shall be invoiced in compensation for each campaign performed and delivered in a managed mode.
Currency	-------	-------
Access rights	Viewer/Reader Editor (cross out the useless mention)	Viewer/Reader Editor

CLIENT BILLING INFORMATION

Full Legal Entity Name:		Contact for Notices:	
Address:		Phone:	
City, State, Postal Code:		Email:	
VAT Registration Number:		Fax:	
		Billing Contact:	

Contact for Notices:		Phone:	
Email:		Email:	
Fax:		Fax:	
Billing Currency:			

Appendix 3 – Example of mandatory booking information (Insertion Order - Template)

Teads

TEADS PURCHASE ORDER / INSERTION ORDER

CLIENT PRIMARY CONTACT INFORMATION ("CLIENT")

☐ Media Agency ☐ Advertiser (Please tick the relevant box)	
Company Name (full legal name) *(e.g Bird Ltd, or Bird GmbH, etc)*	
Industry *(e.g Beverage, Luxury, Fashion etc …)*	
Primary Contact	
Title	
Email	
Phone	

CLIENT BILLING CONTACT INFORMATION

Billing Contact	
Title	
Registration number	
Tax id number	
Billing Address	
City, Postcode	
Bank Account	
Email	
Phone	

TEADS PRIMARY CONTACT INFORMATION ("TEADS")

Teads Company Name	
Primary Contact, Title	
Email	
Phone	

TEADS BILLING CONTACT INFORMATION

Billing Contact, Title	
Billing Address	
City, Postcode	
Email	
Phone	
Notes and clarifications for invoicing purposes	

PARTICULAR CONDITIONS

Applicable currency: [to be completed by Teads]

Particular financial conditions to be added if any specific conditions have been agreed

- **Platform fee :** 7% will be charged based on the net media budget for access to the Platform.
- **Managed fee (optional):** 10% will be charged based the net media budget when the Client instructs Teads to operate the campaign(s) on its behalf. Instruction is given via an Insertion Order.

Amendment to the GT&Cs:
- **xxxxx**

PO Demand side

Teads

For the sake of clarity, Purchase Order has the same meaning of Insertion Order.

Applicable jurisdiction and court are the ones of the country and the city where Teads entity is located.

As of the date of last signature below ("**Effective Date**"), by signing this Purchase Order, the Parties ACCEPT AND AGREE to the terms of this Purchase Order and the General Terms and Conditions:
https://www.teads.com/terms/Global/en_US/2025/02/03/EN_Teads_AdManager_TCs_DPA_Update_Jan2025_Online_version_FINAL.pdf

Client Signature:	Print Name: Title:	Date:
Teads Signature:	Print Name: Title:	Date:

Pursuant to data protection laws and regulations, the employees of the Client have a right of access, modification and erasure of their personal data collected for the sole purpose of the provision of the Service. These rights may be exercised by contacting Teads at legal@teads.com.

Capitalised terms used in this Purchase Order have the meanings given to them in the General Terms and Conditions, unless otherwise defined here.

<u>Appendix 4</u> - Teads Advertiser Data Sharing Agreement

This Data Sharing Agreement ("DSA") is entered into by the company and/or Teads entity ("Company") and the individual or company (the "Customer") between the parties from time to time (together, the "Terms") and governs the processing of Personal Data pursuant to the provision of the Services by Company. This DSA shall apply to any and all agreements entered between the parties and their Affiliates from time to time.

This DSA is incorporated into the Terms (as amended from time to time) and constitutes a legally binding agreement between the parties. Collectively, the Controller EU SCCs (as applicable), the DSA, the Terms, and information entered or terms agreed, are together 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 EU SCCs (as applicable); (ii) this DSA; and (iii) the Terms.

Any capitalized terms not defined in this DSA shall have the respective meanings given to them in 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. "**Controller EU SCCs**" means the standard data protection clauses "MODULE ONE: Transfer controller to controller" in accordance with article 46 2. (c) GDPR adopted by the European Commission on 4 June 2021 (Commission Implementing Decision (EU) 2021/914) (as amended or superseded), containing contractual obligations on the Data Exporter and the Data Importer, and rights for EEA Data Subjects whose Personal Data is transferred, as amended or superseded from time to time by the European Commission;

1.3. "**Controller UK Addendum**" means the international data transfer addendum to the European Commission's standard contractual clauses for international data transfers issued under Section 119A of the Data Protection Act 2018 and following Parliamentary approval came into force on 21 March 2022;

1.4. "**CMP**" means an industry-standard consent management platform which enables the Customer to obtain, manage, and store End User's Consent for the processing of Personal Data in compliance with Data Protection Laws;

1.5. "**Data Protection Laws**" means all applicable laws, guidance or codes of practice issued by a relevant public authority applicable from time to time to Company or Customer relating to the processing of Personal Data and the privacy of electronic communications, including U.S. Consumer Privacy Laws, EU and UK Data Protection Laws, the Brazilian General Data Protection Law (LGPD), Federal Law no. 13,709/2018 and the Japanese Act on the Protection of Personal Information;

1.6. "**Data Subject Rights**" means the exercise by a Data Subject or a Consumer of their rights under the Data Protection Laws;

1.7. "**EEA**" means the European Economic Area;

1.8. "**End Users**" means Data Subjects or Consumers who use the Service across the Network;

1.9. "**EU and UK Data Protection Laws**" means all laws, guidance or codes of practice issued by a relevant Supervisory Authority and the UK's Commissioner applicable from time to time to Company or Customer relating to the processing of Personal Data and the privacy of electronic communications in the EEA and the UK as amended or superseded, especially (i) the General Data Protection Regulation ((EU) 2016/679) (GDPR) and the UK Data Protection Act 2018; (ii) UK GDPR (as defined in section 3(10) (as supplemented by section 205(4)) (iii) the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC)

(ePrivacy Directive) and the UK Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426) (PECR) as updated; (iv) the Swiss Federal Act on Data Protection 1992;

1.10. "**Company Pixel Data**" means the Personal Data which Company may collect when the Customer implements a pixel provided by Company (the "Company Pixel") on Customer's website(s) or application(s) for the purpose of providing measurement services related to Customer's campaign(s), analytics related to the performance of the Customer's campaign(s) and/or for enhanced targeting functionality;

1.11. "**Third Party Targeting**" means segments built independently by Customer or its third-party partners, which the Customer shares with Company for enhanced targeting of End Users;

1.12. "**UK Adequacy Decision**" means the Commission Implementing Decision of 28 June 2021 on the adequate protection of Personal Data by the United Kingdom in accordance with Article 45 GDPR;

1.13. "**U.S. Consumer Privacy Laws**" means all U.S. federal or state privacy laws, rules or regulations applicable from time to time to Company or Customer relating to the processing of Personal Data, including but not limited to, the California Consumer Privacy Act, the Colorado Privacy Act, the Connecticut Data Privacy Act, the Delaware Personal Data Privacy Act, the Iowa Consumer Data Protection Act, the Montana Consumer Data Privacy Act, Nebraska Data Privacy Act, the New Hampshire comprehensive privacy law, the New Jersey comprehensive privacy law, Oregon Consumer Privacy Act, Texas Data Privacy and Security Act, the Utah Consumer Privacy Act, the Virginia Consumer Data Protection Act, any applicable guidance or codes of practice issued by a relevant public authority, or any federal, state or national law, regulation or any self-regulatory or industry guidance;

1.14. "**Controller**", "**Consent**", "**Joint Controller**", "**Processor**", "**Data Protection Impact Assessment**", "**Data Subject**", "**Personal Data Breach**", "**Special Categories of Personal Data**", "**Commissioner**" and "**Supervisory Authority**" shall have the meanings given in EU and UK Data Protection Laws;

1.15. "**Business**", "**Consumer**", "**Controller**", "**Cross-Context Behavioral Advertising**" (including the targeting of advertising to a Consumer based on the Consumer's Personal Information obtained from the Consumer's activity across businesses, distinctly branded internet websites, applications, or services, other than the business, distinctly branded internet website, application, or service with which the Consumer intentionally interacts)," "**Processor**" "**Sale**" (including the terms "sell," "selling," "sold," and other variations thereof, meaning the renting, disclosing, releasing, disseminating, making available, transferring, or otherwise communicating Personal Information for monetary or other valuable consideration), "**Service Provider**," "**Share**" (including the terms "shared," "sharing" and other variations thereof, meaning the renting, disclosing, releasing, disseminating, making available, transferring, or otherwise communicating of Personal Information by a Business to a Third Party for Cross-Context Behavioral Advertising), "T**argeted Advertising**" (including displaying advertisements to a Consumer where the advertisement is selected based on personal data obtained from that Consumer's activities over time and across nonaffiliated websites or online applications to predict such Consumer's preferences or interests) and "**Third Party**" shall have the meanings given to those terms under U.S. Consumer Privacy Laws, as applicable; and

1.16. "**Personal Data**" (and any variation thereof, including "Personal Information"), "**Sensitive Data**," "**Sensitive Personal Information**," and "**process**" (including "**processing**"), shall have the meaning given under the applicable Data Protection Laws.

2. U.S. CONSUMER PRIVACY LAWS AND EU AND UK DATA PROTECTION LAWS SPECIFIC PROVISIONS.

2.1. Specific provisions applicable to U.S. Consumer Privacy Laws are located in Sections 4.2, 5.3, 5.4.2, and 6.5.

2.2. Specific provisions applicable to EU and UK Data protection Laws are located in Sections 4.3, 5.4.1, 5.7, and 12.

3. PURPOSE OF PROCESSING. Where implemented by Customer, Company processes Company Pixel Data for the specific and limited purposes of providing aggregated analytics related to the performance of the Customer's campaign(s) and/or for enhanced targeting

functionality, as disclosed by the IAB TCF Purposes 1, 3, 4, 7, 9 and 10. Each party shall remain solely and exclusively responsible for determining the means and purposes of processing for its respective processing activities including complying with data protection principles under the Data Protection Laws. Each party shall assist the other with its compliance with data protection principles under the Data Protection Laws.

4. ROLE OF PARTIES.

4.1. Each party shall comply with all provisions of Data Protection Laws as it applies to matters under the Agreement and ensure that they process Personal Data fairly and lawfully in accordance with Data Protection Laws as applicable in the provision and receipt of the Service.

4.2. Insofar as U.S. Consumer Privacy Laws are applicable to the Service, Company shall be a Third Party to Customer as it relates to the processing, Sharing for Targeted Advertising and Selling of the Personal Data, and no party shall be considered a Service Provider or Processor on anyone's behalf. To the extent that the IAB Multi-State Privacy Agreement (the most recent version or successor thereto) ("MSPA") applies, it shall be incorporated by reference into this DSA and the relationship between Customer and Company shall be described in the MSPA. In the event of conflict between the MSPA and this DSA, the DSA shall prevail. The description of processing is described in Section B of Annex 1, attached hereto.

4.3. Insofar as EU and UK Data Protection Laws are applicable to the Service, the parties shall be deemed Joint Controllers under Article 26 GDPR solely with regards to the implementation of the Company Pixel by Customer, and the parties shall be deemed independent Controllers for any other processing activity. The Customer shall be an independent controller for any Third-Party Targeting.

5. CUSTOMER'S OBLIGATIONS.

5.1. Customer represents and warrants that its use of Pixels or Third-Party Targeting shall, at all times, be compliant with Data Protection Laws and satisfy the requirements for an appropriate legal basis for processing.

5.2. Customer shall not, at any time, use Pixels or Third Party Targeting: (i) for discriminatory purposes; (ii) to target minors under the age of eighteen (18); (iii) to target or collect Special Categories of Personal Data, Sensitive Data or Sensitive Personal Information; (iv) to collect Personal Data related to alleged or confirmed criminal convictions or offenses; or (v) in violation of any applicable law in any country the Customer is based or where the Campaign is displayed.

5.3. When implementing the Company Pixel on their website(s) or application(s) and/or utilizing Third Party Targeting, the Customer shall:

5.3.1. Disclose to End Users via a privacy notice that it complies with Data Protection Law and disclose that it uses Third Party Targeting and/or Pixels, including an explanation that Third Parties, including Company, may use cookies or other technologies to collect or receive Personal Data from Customer's website(s) or application(s), and may use that Personal Data for the purposes detailed in Section 3. Such privacy notice shall disclose to End Users, as applicable, the appropriate consent or opt out choice mechanism regarding the collection and disclosure of their Personal Data, including Company in compliance with applicable Data Protection Laws. Partner may also direct End Users to Teads Deactivated Personalised Ads link, accessible on Teads Privacy Policy, the Company opt out tool available here.

5.3.2. Insofar as EU and UK Data Protection Laws are applicable to the Service, use a consent management platform using the IAB Transparency & Consent Framework v2.2 (the most recent version or successor thereto) and pass Company valid "consent"/"no consent" strings after an End User has interacted with the consent management platform ("CMP"). Additionally, the Customer must ensure that the Company Pixel does not load before the End User has interacted with the CMP; or

5.3.3. Insofar as U.S. Consumer Privacy Laws are applicable to the Service, provide End Users with (i) a "Do Not Sell or Share My Personal Information" or "Your Privacy Choices" link in the footer of Customer's website(s) or application(s); (ii) an easily accessible mechanism to exercise their opt out rights through an opt out preference signal such as the Global Privacy Control; and/or (iii) an equivalent opt out choice using the IAB Global Privacy Platform (the most recent version or successor thereto) via a CMP that passes Company valid "yes"/"no" strings after an End User has interacted with the CMP.

5.4. To the extent the Customer utilizes a CMP, it shall ensure that the CMP:

5.4.1. is compliant with Data Protection Laws, and any applicable guidance and/or industry best practices from regulatory or self-regulatory bodies.

5.4.2. clearly informs End Users about Company's processing of Personal Data in accordance with Data Protection Laws (including by clearly mentioning Company in its list of vendors);

5.4.3. informs the End User about the purposes for which their Personal Data will be processed and allows End Users to provide Consent (to the extent required by Data Protection Laws) for specific processing purposes and manage preferences on a granular level, without bundling different processing purposes together;

5.4.4. informs the End User about the legal basis for such processing, and their rights in relation to their Personal Data;

5.4.5. obtains Consent from End Users (to the extent required by Data Protection Laws) that is freely given, specific, informed, and unambiguous indication of the End Users' wishes by which he or she, by a statement or by a clear affirmative action, signifies agreement to the processing of Personal Data relating to him or her;

5.4.6. provides a mechanism to allow End Users to select the option for consent including, "accept all", "reject all" and/or "manage preferences" with all options being of equal prominence; and

5.4.7. prevents the End User from interacting with the Customer's site(s) until such time as they have provided a consent indication.

5.5. In addition, the Customer shall:

5.5.1. provide a mechanism to allow End Users to withdraw their Consent (to the extent required by Data Protection Laws) at any time, and the withdrawal process must be at least as easy as the mechanism of providing Consent as per the Options;

5.5.2. prohibits the processing of Personal Data unless the End User has provided Consent (to the extent required by Data Protection Laws);

5.5.3. collect a clear, auditable record of the Consents (to the extent required by Data Protection Laws) given by End Users, including the date and time of Consent, the specific purposes for which consent was given, and any subsequent withdrawal of Consent; and

5.5.4. provide mechanisms for End Users to access, update, or delete their Consent preferences (to the extent required by Data Protection Laws) at any time.

5.6. Where the Customer does not use any of the above consent management platforms that permit an End User to opt out or withdraw their consent to personalized advertising, Targeted Advertising, and/or Cross-Contextual Behavioral Advertising via Customer's website(s) or Customer's application(s), Customer shall not load the Company Pixel.

5.7. Customer shall be responsible for ensuring that no more Personal Data than necessary is shared with Company via the Company Pixel.

5.8. Upon request, the Customer shall provide Company with all reasonable information to demonstrate compliance of the CMP with Data Protection Laws.

5.9. Where Company determines the CMP fails to comply with Data Protection Laws or is not present on the Customer's website(s) or application(s) where required, Company shall inform the Customer of such non-compliance and the Customer shall promptly and in any

event within ten (10) working days implement any and all reasonable changes requested by the Company and shall notify the Company in writing of the actions taken to remediate any non-compliance of the CMP.

5.10. In the event the Customer fails to comply with Sections 5.7 through 5.9, Company at its discretion, reserves the right to either suspend its Services to the Customer or consider End User to have not provided its Consent.

5.11. Notwithstanding the foregoing, Customer acknowledges and agrees that Customer is solely responsible for its compliance obligations under Data Protection Laws.

6. COMPANY'S OBLIGATIONS.

6.1. Company shall:

6.1.1. disclose, via an appropriate privacy notice, all information relating to processing activities where the Personal Data is collected directly from the End User or where such Personal Data is collected via third parties, as required under Data Protection Laws.

6.1.2. at all times satisfy the requirements for an appropriate legal basis for the processing of Personal Data.

6.1.3. enter into appropriate contractual arrangements with its publishers or third-party partners, requiring all parties to comply with Data Protection Laws.

6.1.4. comply with requests from End Users to exercise their rights under relevant Data Protection Laws, without undue delay and within the required time limits. Requests relating to right to access, erasure, withdrawing consent, objecting to profiling, or "Do Not Sell or Share My Personal Information" can be exercised directly to dpo@teads.com

6.2. Insofar as U.S. Consumer Privacy Laws are applicable to the Service, Company shall comply with the U.S. Consumer Privacy Laws, including treating Personal Data made available to Company by Customer in a manner consistent with Customer's obligations under the U.S. Consumer Privacy Laws. Company shall provide the same level of privacy protection for Personal Data made available to Company by Customer as is required of Customer under the U.S. Consumer Privacy Laws.

7. COOPERATION.

7.1. Each party shall develop, implement, and regularly review procedures to ensure they meet their respective obligations under Data Protection Laws.

7.2. Each party shall immediately inform the other party if any activity pursuant to the Agreement infringes any part of Data Protection Laws, and the parties shall review such activity accordingly. If during the term, Data Protection Laws change in a way that this DSA is no longer adequate for performing the processing activities necessary to the Terms, the parties agree to promptly negotiate in good faith to review this DSA in light of such changes.

7.3. In the event that either party receives any correspondence, enquiry or complaint from an End User, Supervisory Authority or any other third party related to the disclosure or processing of Personal Data pursuant to this DSA, or requests information from the other party when performing a Data Protection Impact Assessment, it shall promptly inform the other party giving full details of the same, and the other party shall provide such assistance as reasonably required (at each party's sole cost and expense) and in good faith in order to respond in accordance with any requirements under Data Protection Laws.

8. DATA SUBJECT RIGHTS.

8.1. Each party is responsible for responding to Data Subject Rights received by the party. Company will assist Customer in fulfilling Data Subject Rights from End Users, as legally required. Each party agrees to provide such assistance as is reasonably required to

enable the other party to comply with Data Subject Rights Request within the time limits imposed by the Data Protection Laws.

8.2. Data Subjects can exercise their rights directly via the Teads Deactivated Personalised Ads link, accessible on Teads Privacy Policy, and or by contracting our DPO at dpo@teads. Each party shall make the essence of this DSA available to Data Subjects in accordance with Data Protection Laws.

8.3. Each party is responsible for maintaining a record of Data Subject Rights Requests, the decisions made and any information that was exchanged. Records must include copies of the request for information, details of the data accessed and shared and where relevant, notes of any meeting, correspondence or phone calls relating to the request.

9. DATA SECURITY.

Each party shall:

9.1. Implement and maintain such appropriate technical and organizational measures as required by Data Protection Laws to ensure that the Personal Data is processed in a secure manner, including (but not limited to) (i) the pseudonymization and encryption of Personal Data; (ii) ensuring the confidentiality, integrity, availability and resilience of the services provided under the Agreement, including the ability to restore availability of, and access to Personal Data in a timely manner in the event of a physical or technical incident; (iii) a process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing; and (iv) regularly carrying information security risk assessments that take account of risk of accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data. In the case of a Security Incident, the concerned party will take action as may be necessary to mitigate or remedy the effects of the Security Incident. When necessary, the party shall closely co-operate each other to assist in the investigation, mitigation, and remediation of such incident(s).

9.2. Each party shall implement the following security measures: (i) confidentiality (personal data will be stored and encrypted at rest using industry standard NIST-compliant algorithms; access to decryption keys will be strictly monitored and limited to runtime use online; anonymised data may be used for testing or debugging while ensuring confidentiality), (ii) access control (access to personal data systems will follow the principle of least privilege and be granted on a need-to-know basis; all access and data manipulation will be logged and monitored for at least 3 months; secrets and passwords will be securely stored (not in clear text), with user passwords complying with industry standardNIST 800-63B guidelines and renewed only if compromised; API keys and application secrets will meet minimum length requirements), (iii) segregation of data (personal data will be stored in dedicated datastores that are logically or physically separated from other systems, with separate service accounts; network-level segregation with whitelist filtering will prevent unauthorised access and limit breach impact), (iv) audit (all systems handling personal data will be regularly audited by independent third parties to ensure compliance with security best practices and these measures).

9.3. Upon becoming aware of a suspected or confirmed Personal Data Breach or Security Incident involving Company Pixel Data collected pursuant to this DSA, notify the other party without any undue delay, and provide such assistance as reasonably required to allow the other party to comply with its respective obligations under Data Protection Laws.

10. PERSONNEL.
Each party shall be responsible for ensuring that staff members are appropriately trained to handle and process the Personal Data in accordance with their internal technical and organizational security measures, where relevant, together with Data Protection Laws, and have entered into confidentiality agreements relating to the processing of Personal Data.

11. PROCESSORS – SERVICE PROVIDERS.

Each party shall remain independently responsible for appointing its respective Processors and/or Service Providers in accordance with Data Protection Laws.

12. INTERNATIONAL TRANSFERS.

12.1. Insofar as Personal Data is collected from End Users located within the territory of the EEA or the UK by either party during the course of the Agreement, neither party shall process any Personal Data (nor permit any Personal Data to be processed) in a country outside of the EEA or the UK unless: (i) that country has been designated by the European Commission or the UK's Commissioner (as applicable) as providing an adequate level of protection for Personal Data; or (ii) it has taken such measures as necessary to ensure the transfer is compliant with EU and UK Data Protection Laws.

12.2. The parties agree that for the purposes of any transfer of Personal Data from Customer to Company collected within the EEA to the UK, the requirements of the clause above shall be fully satisfied by the UK Adequacy Decision.

12.3. Company shall be responsible for the onward transfer of Personal Data from the UK to any third-party country outside of the EEA as required by (a) the UK Adequacy Decision and/or (b) EU and UK Data Protection Laws, as applicable.

12.4. Within its Affiliates, Company has entered into adequate intragroup data sharing agreements including supplementary measures complying with all requirements of EU and UK Data Protection Laws, which consist of (i) encryption in transit and encryption of UUIDs at rest which can only be decrypted with a private key stored in the EU; (ii) pseudonymization; and (iii) not having received any legally binding request from a public authority, including judicial authorities, under the laws of the country of destination and not being aware of any direct access by public authorities.

12.5. In the event that the UK Adequacy Decision as the lawful ground for international transfers from the EEA to third party countries is no longer applicable, the parties agree that the Controller EU SCCs shall be incorporated by reference into this DSA and shall govern any international transfer of Personal Data outside of the EEA. For the purpose of the Controller EU SCCs, the parties fully agree that:

12.5.1. Customer is the "Data Exporter" and Company, the "Data Importer";

12.5.2. Clause 7 "Docking clause" is deleted;

12.5.3. The OPTION under Clause 11 "Redress" is deleted;

12.5.4. Clause 17 "Governing Law" is completed with "Republic of Ireland"

12.5.5. Clause 18 (b) "Choice of forum and jurisdiction" is completed with "Dublin, Republic of Ireland";

12.5.6. Annex I to the Controller EU SCCs shall be deemed to have been completed with Annex I to this DSA; and

12.5.7. Annex II to the Controller EU SCCs shall be deemed to have been completed by Company's Security page.

12.6. In the event that the UK Adequacy Decision as the lawful ground for international transfers from the UK to third party countries is no longer applicable, the parties agree that the Controller UK Addendum shall be incorporated by reference into this DSA and shall govern any international transfer of Personal Data outside of the UK. For the purpose of the Controller UK Addendum, the parties fully agree that:

12.6.1. Table 1: Parties Details: Customer is the "Data Exporter" and Company, the "Data Importer" with the start date, parties details, contact details and signature as set out in the Insertion Order;

12.6.2. Table 2: the selected SCCs are the Approved EU SCCs (Controller EU SCCs), including the Appendix Information and only with the following module, clauses or optional provisions of the Approved EU SCCs brought into effect for the purpose of this Controller UK Addendum:

12.6.2.1. Module: One - Controller to Controller;

12.6.2.2. Clause 7 "Docking clause" is deleted;

12.6.2.3. The OPTION under Clause 11 "Redress" is deleted;

12.6.2.4. Clause 17 "Governing Law" is completed with ["Republic of Ireland"]

12.6.2.5. Clause 18 (b) "Choice of forum and jurisdiction" is completed with ["Dublin, Republic of Ireland"];

12.6.3. Table 3: Appendix Information

12.6.3.1. Annex I to the Controller UK Addendum shall be deemed to have been completed with Annex I to this DSA; and

12.6.3.2. Annex II to the Controller UK Addendum shall be deemed to have been completed by Company's Security page.

12.6.3.3. Annex III to the Controller UK Addendum: not applicable to Module One (Controller to Controller).

12.7. Table 4: Ending this Controller UK Addendum when the Approved Addendum changes: Importer.

13. TERM AND TERMINATION. This DSA shall commence on the Effective Date and shall continue as long as the Customer uses the Service.

14. DATA RETENTION. Company shall not retain any individual data point collected in relation to the Company Pixel for longer than 13 months, unless it constitutes anonymous data.

15. MISCELLANEOUS.

15.1. Neither party shall be in breach of this DSA 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.

15.2. Failure or delay in exercising any right or remedy under this DSA shall not constitute a waiver of such (or any other) right or remedy under this DSA, the Agreement or Data Protection Laws.

15.3. Customer 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 Company.

15.4. Except as expressly stated otherwise and to the extent applicable under Data Protection Laws, nothing in this DSA shall create or confer any rights or other benefits in favor of any person other than a party to this DSA.

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

15.6. This DSA shall be governed by the laws specified in the Insertion Order.

ANNEX I

Description of Processing Activities

This Annex forms part of the DSA and describes the processing of Personal Data by Company. When Section 12.5 of the DSA applies, Annex I to the Controller EU SCCs shall be deemed to have been completed with this Annex.

A. LIST OF PARTIES

Data Exporter:

- Customer name, address and contact details as stated in the Applicable Principal Agreement.

- Activities relevant to the data transferred: Digital services or media delivered through a website or mobile application on which Customer has ownership and control.

- Joint Controller (collection whenever Company Pixel is implemented by Customer) and independent Controller (any other processing).

Data Importer:

- Company with address and contact details as stated in the Principal Agreement.

- Activities relevant to the data transferred: Digital advertising services.

- Joint Controller (collection whenever Company Pixel is implemented by Customer) and independent Controller (any other processing).

B. DESCRIPTION OF TRANSFER

- **Categories of Data Subjects whose Personal Data is transferred:** End Users (Data Subjects who visit or use Customer's website or application pages or interact with Customer's campaigns served by Company).

- **Categories of Personal Data transferred:**

  - Cookie ID

  - Mobile Advertising ID

  - IP Address

  - Non-precise Geolocation in our industry

  - Page URL and Mobile application information

  - Users interaction with Teads ads

  - Data and time

  - Browser information

  - Device information

  - Network type or mobile carrier information

- **Sensitive data transferred:** No Special Categories of Personal Data are transferred.

- **Frequency of the transfer:** Whenever Company Pixel is implemented and loaded on events determined by Customer, or whenever Customer shares Third Party Targeting with Company.

- **Nature of the processing:**

  - Receiving data, including collection, accessing, retrieval, recording, and data entry;

  - Holding data, including storage, organization and structuring;

  - Using data, including analyzing, consultation, testing, automated decision making and profiling;

  - Updating data, including correcting, adaptation, alteration, alignment and combination;

  - Protecting data, including restricting, encrypting, and security testing;

  - Sharing data, including disclosure, dissemination, allowing access or otherwise making available;

  - Returning data to the Data Exporter or Data Subject;

- Erasing data, including destruction, deletion and anonymization.

- **Purpose(s) of the data transfer and further processing:** Digital advertising services, which include providing aggregated analytics related to the performance of the Customer's campaign(s) and/or for enhanced targeting functionality.

- **Retention period:** An individual data point is retained for no longer than 13 months from the date of collection.

- **Recipients:** The subject matter, nature and duration can be found on the Company Business Partners page.

C. COMPETENT SUPERVISORY AUTHORITY

- In the UK: The Information Commissioner's Office.