CALIFORNIA DATA PROCESSING ADDENDUM

This Data Processing Addendum ("**CCPA DPA**") forms a part of the affiliate marketing advertiser agreement (the "**Agreement**") entered into by the Company and the Advertiser into which this CCPA DPA incorporated by reference.

1. **INTERPRETATION**

1.1 In this CCPA DPA the following capitalized terms shall have the meanings set out below:

Advertiser Processing	has the meaning set out in Clause 3.2.
Applicable Laws	all laws or regulations, regulatory policies, guidelines or industry codes which apply to Network Personal Information;
Business Intelligence	the processing of Network Personal Information under the Agreement for the purposes of understanding consumer use of or interactions with any websites, apps or services of the Advertiser, as determined the Advertiser, by use of the Company technology (as applicable).
Cross Device Tracking	the processing of Network Personal Information under the Agreement, relating to consumer journeys across websites on multiple devices, for the purposes of attributing the referral of that consumer to the websites, apps or services of the Advertiser by a third party publisher of advertising.
CCPA	the California Consumer Privacy Act of 2018 Cal. Civil Code § 1798.100 et seq and any related regulations or guidance.
Cross Device Tracking	has the meaning set out in Clause 3.1.
Lead Generation	the processing for Network Personal Information under the Agreement (and any related or ancillary agreements between the Parties and any third parties) for the purposes of generating a sales lead for the Advertiser, to be subsequently used in the Advertiser's own marketing efforts.
Network Personal Information	any Personal Information Processed by either Party in connection with the provision of the Services under the Agreement.

Plugin Integration	the processing of Network Personal Information under the Agreement (and any related or ancillary agreements between the Parties and any third parties) for the purposes of facilitating the integration of any websites, apps or services of the Advertiser with the technology of a third party adtech provider, by use of the Company technology (as applicable).
Reporting	the processing of Personal Information for the purposes of reporting on Tracking and Cross Device Tracking, and "**Reports**" shall be interpreted accordingly.
Services	the services provided by (or on behalf of) the Company to the Advertiser pursuant to the Agreement;
Subprovider	any person (excluding an employee of either Party) appointed by or on behalf of either Party to Process Personal Information on behalf of such Party or otherwise in connection with the Agreement.
Tracking	the processing of Network Personal Information under the Agreement, relating to consumer journeys across websites on a single device, for the purposes of attributing the referral of that consumer to the websites, apps or services of the Advertiser by a third party publisher of advertising.
Transaction Queries	the processing of Network Personal Information under the Agreement, relating to consumer journeys across websites, undertaken at the request of a third party publisher of advertising, for the purposes of reassessing the attribution of any referrals of consumers to the websites, apps or services of the Advertiser by Tracking or Cross Device Tracking.

1.2 The terms "**Consumer**", "**Business**", "**Business Purpose**", "**Personal Information**", "**Processing**", "**Sale**", "**Sell**", "**Sold**", "**Service Provider**" and "**Third Party**" have the meanings given to them in the CCPA.

2. **GENERAL**

2.1 This CCPA DPA shall only apply to the extent that the Parties are Processing Network Personal Information.

2.2 In the event of inconsistencies between the provisions of this CCPA DPA and the Agreement, this CCPA DPA shall take precedence, unless explicitly agreed otherwise in writing.

3. **PROCESSING OF NETWORK PERSONAL INFORMATION**

3.1 The Company shall act as a Business in respect of the Processing of Network Personal Information under the CCPA for the purposes Cross Device Tracking ("**Cross Device Processing**").

3.2 The Advertiser shall act as Business, and the Company shall act as Service Provider, in respect of any Processing of Network Personal Information for the purposes of:

3.2.1 Tracking

3.2.2 Reporting;

3.2.3 Transaction Queries

3.2.4 capturing consumer names and contact information on behalf of the Advertiser's Lead Generation;

3.2.5 Business Intelligence; and

3.2.6 Plugin Integration

together, "**Advertiser Processing**", and this CCPA DPA sets out the written contract made between the Parties pursuant to Section 1798.140(v) of the CCPA in respect of that Processing and any other Processing under which the Advertiser acts as Business and the Company acts as Service Provider.

3.3 Processing of Network Personal Information for Lead Generation may be undertaken subject to further agreements between the Parties and third parties (as applicable).

3.4 The Company and the Advertiser will each comply with their respective obligations under CCPA. Each Party will provide the other Party any co-operation reasonably requested to enable the other Party's compliance with this Clause 3.

3.5 The Advertiser will not provide any Personal Information to the Company without the Company's prior written consent, unless anticipated by the Company in the Company's ordinary operation of its marketing network of publishers and advertisers facilitate, amongst other things, affiliate and performance marketing.

4. **TERMS APPLICABLE TO ADVERTISER PROCESSING**

4.1 This Clause 4 shall apply in respect of any Advertiser Processing only.

4.2 In respect of Advertiser Processing:

4.2.1 the Advertiser is the Business; and

4.2.2 the Company is the Service Provider and not a Business or a Third Party.

4.3 The Advertiser confirms that such Processing of Network Personal Information by the Company on behalf of the Advertiser shall be undertaken by the Company for the Advertiser's own Business Purpose.

4.4 The Company shall not:

4.4.1 Sell Network Personal Information;

4.4.2 retain, use, or disclose Network Personal Information it receives from the Advertiser under the Agreement for any purpose other than for the specific purpose of performing the Services, including retaining, using, or

disclosing such Network Personal Information for a commercial purpose other than providing the Services;

4.4.3   retain, use, or disclose the Network Personal Information outside of the direct business relationship between the the Company and the Advertiser.

4.5   Entry by the Company into this CCPA Annex shall constitute a certification that the Company understands the restrictions in Clause 4.4 of this CCPA Annex and will comply with them.

4.6   **Transparency**

Advertiser must provide Consumers with information about how Network Personal Information is being processed by or on behalf of the Advertiser, which shall at a minimum include all the information required by the CCPA, in a concise, transparent and easily accessible form, using clear and plain language.

4.7   **Consumer Rights**

Each Party shall fulfil their obligations to respond to requests to exercise Consumer rights under CCPA. Each Party will provide the other Party any co-operation reasonably requested to enable the other Party's compliance with this Clause 4.7.

4.8   **Personnel**

4.8.1   Each Party shall take reasonable steps to ensure the reliability of any employee, agent or contractor who may have access to the Network Personal Information, ensuring in each case that access is:

(a)   strictly limited to those individuals who need to know and/or access the relevant Network Personal Information; and

(b)   as strictly necessary for the purposes of the Agreement and to comply with Applicable Laws in the context of that individual's duties.

4.8.2   Each Party shall ensure that all individuals referred to in Clause 4.8.1 are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

4.9   **Security And Confidentiality Of Data**

4.9.1   Each Party shall in relation to the Network Personal Information, implement appropriate technical and organizational measures to ensure an appropriate level of security, including, as appropriate, the measures referred to in CCPA. In doing so, each Party shall take into account:

(a)   the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing; and

(b)   the risk of varying likelihood and severity for the rights and freedoms of natural persons.

4.9.2   In assessing the appropriate level of security, each Party shall in particular take account of the risks that are presented by Processing, including from accidental or unlawful destruction, loss, alteration, unauthorized

disclosure of, or access to Network Personal Information transmitted, stored or otherwise Processed.

4.10 **Personal Information Breach**

4.10.1 Each Party shall:

(a) notify the other Party without undue delay upon becoming aware of a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Network Personal Information transmitted, stored or otherwise Processed, affecting Network Personal Information ("**Network Data Breach**"); and

(b) provide the other Party with sufficient information to allow it to meet any obligations to report or inform Consumers of the Network Data Breach under or in connection with CCPA; and

(c) meaningfully consult with the other Party in respect of the external communications and public relations strategy related to the Network Data Breach; and

(d) subject to Applicable Law, not notify any data protection regulator of the Network Data Breach without having obtained prior written approval of the other Party; and

(e) not issue a press release or communicate with any member of the press in respect of the Network Data Breach in a manner that identifies the other Party, without having obtained prior written approval by the other Party.

4.10.2 The notification set out in Clause 4.10.1(a) above, shall as a minimum:

(a) describe the nature of the Network Data Breach, the categories and numbers of Consumers concerned, and the categories and numbers of Personal Information records concerned; and

(b) describe the likely consequences of the Network Data Breach; and

(c) describe the measures taken or proposed to be taken to address the Network Data Breach.

4.10.3 The Advertiser shall co-operate with the Company and take such reasonable commercial steps as are directed by the Company to assist in the investigation, mitigation and remediation of each Network Data Breach.

4.11 **Engagement of Subproviders**

4.11.1 Subproviders shall be engaged as Service Providers of the engaging party.

4.11.2 With respect to a proposed Subprovider, each party shall:

(a) before the Subprovider first Processes Network Personal Information, carry out adequate due diligence to ensure that the

Subprovider is capable of providing the level of protection for Network Personal Information required by the CCPA; and

(b)   ensure that the Subprovider is engaged for a Business Purpose, pursuant to a written contract, which prohibits the Subprovider from retaining, using, or disclosing the personal information for any purpose other than for the specific purpose of performing the services specified in the contract for that party, or as otherwise permitted by CCPA.

5.   **TERMS APPLICABLE TO CROSS DEVICE PROCESSING**

5.1   This Clause 5 shall apply in respect of any Cross Device Processing only (if applicable).

5.2   The Advertiser shall provide Consumers with a clear and conspicuous link on the Advertiser's internet homepage, titled "Do Not Sell My Personal Information," in accordance with the CCPA.

5.3   In the event that the Advertiser receives notice from or on behalf of a Consumer of the Consumer's exercise of its right of opt-out, as defined in Section 1798.120(a) of the CCPA, its right to delete, as provided under Section 1798.105(a) of the CCPA, or its right to know, as provided under Section 1798.100(a) of the CCPA, where the Advertiser has Sold Personal Information in respect of that Consumer to the Company, the Advertiser shall notify the Company of the exercise of such rights in writing by email to global-privacy@awin.com and:

5.3.1   on receipt of a notice of an exercise of a right of opt-out, the Company shall promptly implement measures to prevent the further Sale of such Personal Information;

5.3.2   on receipt of a notice of an exercise of a right to delete and verification the Company considered reasonably necessary pursuant the CCPA, the Company shall promptly delete such data; and

5.3.3   on receipt of a notice of an exercise of a right to know, use reasonable endeavours to assist the Advertiser in respect of the Advertiser's response to the exercise of such right, at the Advertiser's cost.

6.   **LIABILITY**

6.1   Each Party shall be solely liable for any costs, claims, losses, damages, expenses or fines arising from its breach of CCPA and accordingly there shall be no joint liability between the Parties in respect of such breaches.

6.2   The Company shall not be liable for any for breaches of CCPA arising in respect of Processing by or in connection with any third party adtech provider whose technology may be integrated with any websites, apps or services of the Advertiser by use of the Company technology (as applicable from time to time).

6.3   Nothing in this CCPA DPA limits or excludes the liability of either Party for death, personal injury, fraud, fraudulent misrepresentation or fraudulent misstatement.

7.   **CHANGES TO THIS CCPA DPA**

The Company may on at least 7 days' written notice to the Advertiser (including by the posting of a notice on the Interface) make binding variations to this CCPA DPA, which the Company reasonably considers to be necessary or desirable to address the requirements of CCPA and/or changes to the manner of its Processing. The Advertiser will be deemed to have agreed to such variations by continuing to receive the Services following expiry of the 7 day period following issuance of the notice.

8. **SEVERANCE**

8.1 Should any provision of this CCPA DPA be invalid or unenforceable, then the remainder of this CCPA DPA shall remain valid and in force. The invalid or unenforceable provision shall be:

8.1.1 amended as necessary to ensure its validity and enforceability, while preserving the Parties' intentions as closely as possible or, if this is not possible; or

8.1.2 construed in a manner as if the invalid or unenforceable part had never been contained in the CCPA DPA.

9. **RIGHTS OF THIRD PARTIES**

Third parties shall not be entitled to enforce any of the terms of this CCPA DPA.

10. **GOVERNING LAW AND JURISDICTION**

The governing law and jurisdiction of this CCPA DPA shall be the same as that of the Principal Agreement.