

LGPD ANNEX

This LGPD Annex forms part of the Publisher Standard Terms.

1. INTERPRETATION AND APPLICATION

1.1. The definitions and rules of interpretation set out in the Publisher Standard Terms will apply in this LGPD Annex, unless otherwise defined below.

1.2. The following definitions and rules of interpretation apply in this LGPD Annex:

1.2.1. "Plugin" means tracking tags, adtech and other software owned or operated by a third party for embedding into, or integrating with, any websites, apps, emails, digital services or other digital properties, for the purposes of: (i) revealing whether the content on that property has been accessed or used; (ii) collecting data on the use of, or any users of, that property; (iii) collecting data from, or submitted to, that property; (iv) enabling the provision of additional services to users of that property; or (v) delivering content or functionality;

1.2.2. "Plugin Integration" means the Processing of Personal Data by AWIN under the Agreement (and any related or ancillary agreements between the parties and any third parties) for the purposes of facilitating the integration of the Publisher Service with a Plugin operated by a third party, by use of the AWIN technology;

1.2.3. "Subprocessor" any person (excluding an employee of either party) appointed by or on behalf of either party to Process Personal Data on behalf of such party or otherwise in connection with the Agreement.

1.2.4. The terms "**Controller**" (*Controlador*), "**Processor**" (*Operador*), "**Data Subject**" (*Titular*), "**Personal Data**" (*Dado Pessoal*), and "**Processing**" (*Tratamento*) have the meanings given to them in the LGPD.

1.2.5. The term "**Personal Data Breach**" (*Incidente de Segurança de Dados*) shall mean any security incident leading to an unauthorised access and accidental or unlawful destruction, loss, alteration, communication, or any form of improper or unlawful personal data processing, as set out in Article 46 of the LGPD.

1.2.6. "**Brazilian Data Regulation**" means all Brazilian law applicable, directly or indirectly, to data processing, including, but not limited to Statute 13.709/2018 ("LGPD") and Statute 12.965/2014 ("Marco Civil da Internet").



1.3. This LGPD Annex applies to the extent that the parties are Processing Personal Data in connection with the Agreement.

1.4. In the event of inconsistencies between the provisions of this LGPD Annex and the Standard Terms, this LGPD Annex shall take precedence, unless explicitly agreed otherwise in writing.

2. DATA PROTECTION AND COOKIES

2.1. AWIN and the Publisher will comply with their respective obligations under Brazilian Data Regulation. Each party will provide the other party any co-operation reasonably requested to enable the other party's compliance with this LGPD Annex.

General

2.2. In accordance with Brazilian Data Regulation, the Publisher will obtain the prior, freely given, specific informed, unambiguous and revocable consent of any Visitors to any cookies served by AWIN on the Visitor as a result of a Click. Consent must be given against disclosure of the specific purpose of the personal data processing.

2.3. The Publisher will not provide any Personal Data to AWIN without AWIN's prior written consent, unless anticipated by AWIN in its ordinary operation of the Network.

2.4. In respect of any Processing under the Agreement for which AWIN and the Publisher are joint Controllers (whether together, or with any Advertiser):

2.4.1. Each party will provide the other party any co-operation reasonably requested to enable the other party's compliance with Brazilian Data Regulation;

Transparency

2.4.2. The Publisher shall take appropriate measures to provide Data Subjects with information about how Personal Data is being processed by or on behalf of the Publisher, which shall at a minimum include all the information required by Article 9 of the LGPD, in a concise, transparent and easily accessible form, using clear and plain language ("**Publisher's Privacy Policy**");

2.4.3. AWIN shall take appropriate measures to provide Data Subjects with information about how Personal Data is being Processed by or on behalf of AWIN, which shall at a minimum include all the information required by Article 9 of the LGPD, in a concise, transparent and easily accessible form, using clear and plain language ("**Awin's Privacy Policy**");

2.4.4. The Publisher shall include a hyperlink to the current AWIN Fair Processing Notice ([link](#)) in the Publisher Fair Processing Notice.

Personnel

2.4.5. Each party shall take reasonable steps to ensure the reliability of any employee, agent or contractor who may have access to Personal Data, ensuring in each case that access is:

2.4.5.1. strictly limited to those individuals who need to know and/or access the relevant Personal Data; and

2.4.5.2. as strictly necessary for the purposes of the Agreement and to comply with Brazilian Data Regulation in the context of that individual's duties.

2.4.6. Each party shall ensure that all individuals referred to in Clause 2.4.5 are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

Security and Confidentiality of Data

2.4.7. Each party shall in relation to the Personal Data, implement appropriate technical and organisational measures to ensure an appropriate level of security, including, as appropriate, the measures referred to in Article 46 of the LGPD. In doing so, each party shall take into account:

2.4.7.1. the state of the art, the nature of the information processed, the specific characteristic of the Processing, and the principles set forth in Article 6 of the LGPD; and

2.4.7.2. the technical standards provided by the Brazilian National Data Protection Authority.

2.4.8. 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, unauthorised disclosure of, or access to Personal Data transmitted, stored or otherwise Processed.

Subprocessors

2.4.9. With respect to a proposed Processor or Subprocessor, each party shall:

2.4.9.1. before the Processor or Subprocessor first Processes Personal Data, carry out adequate due diligence to ensure that the Processor or Subprocessor is capable of providing the level of protection for Personal Data required by the LGPD;

2.4.9.2. ensure that the arrangement with such a Processor or Subprocessor, is governed by a written contract including terms to meet the requirements of the Articles 37 and 39 of the LGPD; and

2.4.9.3. be fully liable to the other party for a Processor's or Subprocessor's failure to fulfil its obligations under the Brazilian Data Regulation.

Data Subject Rights

2.4.10. Each party shall fulfil their obligations to respond to requests to exercise Data Subject rights under the Brazilian Data Regulation. Unless otherwise agreed in writing by the parties, the first recipient of any request by a Data Subject to exercise his or her rights under Brazilian Data Regulation shall be primarily responsible for its response. Each party will provide the other party any co-operation reasonably requested and in a timely manner to enable the other party's compliance with this clause. This co-operation includes all reasonable efforts to ensure the other party will meet the specific time limitations set forth in the LGPD.

Personal Data Breach

2.4.11. Each party shall:

2.4.11.1. notify the other party without undue delay upon becoming aware of a Personal Data Breach affecting Personal Data ("Network Data Breach"); and

2.4.11.2. provide the other party with sufficient information to allow it to meet any obligations to report or inform the Brazilian National Data Protection Authority and Data Subjects of the Network Data Breach under or in connection with the Brazilian Data Regulation;

2.4.11.3. meaningfully consult with the other party in respect of the external communications and public relations strategy related to the Network Data Breach;

2.4.11.4. subject to 2.4.11, not notify any data protection regulator of the Network Data Breach if not required to under the Brazilian Data Regulation and before having notified the other party; and

2.4.11.5. not issue a press release or communicate with any member of the press in respect of the Network Data Breach, without having obtained prior written approval



by the other party, unless if so required as a result of a final and binding administrative or judicial decision, in which case it shall promptly notify the other party.

2.4.11.6. The notification set out in Clause 2.4.11.1 shall as a minimum:

2.4.11.7. describe the nature of the Network Data Breach, the categories, identity and numbers of Data Subjects concerned, and the categories and numbers of Personal Data records concerned;

2.4.11.8. describe the likely consequences of the Network Data Breach; and

2.4.11.9. describe the measures taken or proposed to be taken to address the Network Data Breach.

2.4.11.10. describe the risks associated with the Network Data Breach.

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

Data Transfers

2.4.13. Neither party shall transfer Personal Data to countries outside of Brazil in breach of applicable Brazilian Data Regulation.

2.5. To the extent that the Publisher is a Data Controller and AWIN is a Data Processor, (or, as applicable, the Publisher is a Data Processor and AWIN is a Subprocessor), including in respect of any Plugin Integration:

2.5.1. the Publisher warrants and undertakes for the Term that any Processing under the Agreement, undertaken by AWIN or any Advertiser acting as a Data Processor on behalf of the Publisher acting as a Data Controller, including any Processing of Personal Data relating to the Publisher and any Authorised Users, complies with Brazilian Data Regulation and that it holds any rights or consents necessary for the transfer outside of Brazil of Personal Data by AWIN or any Advertiser;

2.5.2. AWIN will:

2.5.2.1. Process Personal Data for the purposes of Plugin Integration only, or otherwise in accordance with the Publisher's documented instructions, which shall be provided in writing, in a clear manner, and communicated with reasonable anticipation, including in respect of the deletion or return of Personal Data;



2.5.2.2. make available to the Publisher requested information in respect of Personal Data, on at least 10 (ten) days prior written notice and during normal business hours, necessary to demonstrate compliance with this Clause 2.5.2, including to allow for and contribute to reasonable audits, conducted by the Publisher or the Publisher's designated auditor (such designated auditors being subject to AWIN's prior written approval);

2.5.2.3. promptly notify the Publisher if it receives any request from a Data Subject to exercise his or her rights under Data Protection Law, and provide the Publisher any co-operation reasonably requested to enable the Publisher to respond to such requests;

2.5.2.4. engage Subprocessors, and the Publisher hereby grants a general authorisation to AWIN to engage Subprocessors. AWIN shall inform the Publisher of any intended changes concerning the addition or replacement of Subprocessors;

2.5.2.5. comply with clauses 2.4.5 – 2.4.8 and 2.4.11 – 2.4.13.

2.6. To the extent that AWIN is a Data Controller and the Publisher is a Data Processor, (or, as applicable, AWIN is a Data Processor and the Publisher is a Subprocessor) the Publisher will:

2.6.1. Process Personal Data only AWIN's documented instructions, including in respect of the deletion or return of Personal Data;

2.6.2. assist AWIN in all respect necessary to enable AWIN to comply with Data Regulations;

2.6.3. promptly notify AWIN if it receives any request from a Data Subject to exercise his or her rights under Data Protection Law, and provide AWIN any co-operation reasonably requested to enable AWIN to respond to such requests;

2.6.4. make available to AWIN all requested information in respect of Personal Data, including, on at least 10 (ten) days prior written notice and during normal business hours, permitting AWIN or any relevant Advertiser, or any of their auditors or advisors, to attend the Publisher's premises in order to inspect the Publisher's systems and records to the extent determined by AWIN or any relevant Advertiser to be necessary to demonstrate the Publisher's compliance with this Addendum; and

2.6.5. comply with clauses 2.4.4– 2.4.9 and 2.4.11 – 2.4.13.

2.7. The Publisher shall not use any reports generated by use of the Platform to create Visitor profiles.



2.8. The Publisher will not do or omit to do any act which may cause AWIN to be in breach of any of its obligations under the Brazilian Data Regulation.

3 GENERAL

Changes

3.1. AWIN may on at least 7 days' written notice to the Publisher (including by the posting of a notice on the Interface) make binding variations to the Agreement, which AWIN reasonably considers to be necessary to address the requirements of Brazilian Data Regulation.

Severance

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

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

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

Rights of Third Parties

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

Governing Law and Jurisdiction

3.3. The jurisdiction of this DPA shall be that of Brazil and the Data Protection Law herein defined shall be applicable.

4 LIMITATION OF LIABILITY

4.1. Each party shall be liable for any breaches of Brazilian Data Regulation for which they are responsible and accordingly there shall be no joint liability between the parties in respect of such breaches