



KWANKO

DATA PROTECTION ADDENDUM

May 2018

KWANKO France SA, its subsidiaries, suppliers, and various Clients must be able to demonstrate compliance with the laws and regulations relating to the protection of Personal Data in force, in particular, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (hereinafter the “**GDPR**”).

By agreeing to this Data Protection Addendum (hereinafter “**DPA**”), you and KWANKO confirm that you comply with the relevant legal requirements.

Within this document, the term “**KWANKO**” refers to KWANKO France SA or the subsidiaries of KWANKO France SA with which you have a relationship. Similarly, the terms “**Client**”, “**you**”, “**your**” refer to the entity acting as a service Provider/Client/Vendor/Advertiser for KWANKO, as well as your subcontractors and your subsidiaries.

This DPA is an integral part of each contract (hereinafter a “**Contract**”) concluded between you and KWANKO (hereinafter “the **Parties**”) relating to the provision of data, media, or services (that may be referred to as “**Services**” or another term within the Contract in question, and hereinafter “**Services**”). This DPA supplements and amends the Contract(s) to give formal meaning to the agreement between the Parties relating to the Processing and protection of Personal Data.

Definitions

The terms defined below have the following meaning between the Parties:

Applicable Laws means the laws, rules, regulations, and directives laid down or enacted by any government entity (including any national or foreign, supranational, state, regional, municipal, local, territorial or other government, and including, in so far as these texts are applicable, Directive 95/46/EC, Directive 2002/58/EC, and the decisions and guidelines of the European Commission) as implemented in national law by each Member State or other country, and as amended, replaced, or substituted at any moment, including the GDPR and the laws transposing or supplementing the GDPR, as well as any self-regulation principles adopted by a professional and/or industrial sector, applicable in the place where the Services are provided or received, relating to the Processing of Personal Data or the interception, recording, or monitoring of communications;

KWANKO’s Personal Data means any Personal Data that you have collected or received on behalf of KWANKO or its providers, regardless of whether they were provided directly by the Data Subjects, third parties, or KWANKO;

The European Commission’s Standard Clauses means standard contractual clauses approved by the European Commission, relating to the standard clauses regarding the transfer of Personal Data to Processors or Controllers based in third countries (but excluding all other standard contractual clauses that the European Commission regards as optional among its decisions), as amended or replaced, if so, by the European Commission;

Targeted Advertising means the following operations: (i) collecting data using various digital assets or other sources for the purposes of profiling and displaying advertisements based on preferences and interests, known or deduced from the data collected, and (ii) collecting data relating to a user’s activities on or within a digital asset or another source, for the purposes of profiling and displaying advertisements based on these data, on other digital assets;

Processor means any third party (including the Client’s subsidiaries) chosen by or on behalf of the Client to Process Personal Data on behalf of KWANKO as part of a Contract.

The expressions “**Commission**”, “**Controller**”, “**Data Subject**”, “**Member State**”, “**Personal Data**”, “**Personal Data Breach**”, “**Processing**”, and “**Supervisory Authority**” have the same meaning as given in the GDPR, and the terms derived from them must be interpreted in the same manner.

Publisher: means a provider of: (i) data collected using various digital assets or other sources for the purposes of profiling and displaying advertisements based on preferences and interests, known or deduced from the data collected, and (ii) data collected relating to a user's activities on or within a digital asset or another source, for the purposes of profiling and displaying advertisements based on these data, on other digital assets;

1. KWANKO's commitments

1.1. Compliance with Applicable Laws

1.2. General points

Each party is responsible for complying with its obligations under the regulations in force applicable to the processing of Personal Data and, in particular, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, applicable from 25 May 2018 (hereinafter "GDPR").

In particular, KWANKO undertakes to take all the necessary and appropriate precautions to protect and ensure the protection of Personal Data sent to or by the Client and to guarantee the secure processing of Personal Data carried out on its behalf as part of performing this Contract, in particular to prevent that Personal Data is distorted, damaged, destroyed, or that unauthorised third parties have access to it.

1.2.1. Processing carried out by KWANKO as a processor

The purpose of these clauses is to set the conditions under which KWANKO, as a processor, undertakes to carry out, on behalf of the Client, the controller, the processing operations relating to Personal Data, whose subject, duration, nature, and purpose are described and stored in electronic form in an appropriate processing records (including the entries specified in APPENDIX 1) that KWANKO can make available upon request.

- a. **KWANKO's commitments towards the Client.** As a processor, KWANKO is committed to:

(i) Process Personal Data within the strict and necessary framework of its contractual obligations and, in any event, only act on written and prior instructions from the Client,

In this respect, it is specified that if KWANKO considers that an instruction constitutes a violation of the GDPR or any other provision of European Union law or the law of the Member States relating to the protection of data, it shall immediately inform the Client. In addition, if KWANKO is obliged to transfer data to a third country or to an international organization, under EU law or the law of the Member State, KWANKO must inform the Client of this legal obligation before the processing, unless the right concerned prohibits such information for reasons of public interest.

(ii) guarantee the confidentiality of Personal Data processed under this Agreement and ensure that persons authorized to process Personal Data under this Agreement also undertake to respect such confidentiality or are subject to an appropriate legal obligation of confidentiality, and receive the necessary training in the protection of Personal Data;

(iii) take into account, with respect to its tools, products, applications or services, the principles of data protection from the outset and the protection of data by default;

- b. **Subcontracting** In the case of the use of a subcontractor, contractually ensure that the subcontractor complies with the same obligations regarding compliance with the applicable regulations and the security of Personal Data as KWANKO's obligations under these present

- c. **Right of information.** KWANKO, when collecting data, shall provide the user concerned by the processing operation with information relating to the data processing that it carries out on behalf of the Client.
- d. **Exercise of the rights.** Whenever possible, KWANKO shall assist the Client in fulfilling its obligation to respond to requests of users on their rights: right of access, rectification, deletion and opposition, right to restrict the processing, right of data portability, right not to be the subject of an automated individual decision (including profiling). As such, it is agreed that KWANKO will have to respond, in the name and on behalf of the Client and within the deadlines provided by the GDPR to the requests of the users in case of exercise of their rights. In addition, KWANKO is commits to demonstrate the compliance of processing activities with the forthcoming EU Regulation, including the effectiveness of the measures. These measures take into account the nature, scope, context and purpose of the processing as well as the risk that it poses to the rights and freedoms of individuals.
- e. **Notification of data breaches.** KWANKO shall notify the Client, in writing, of any Personal Data breaches within seventy-two (72) hours after becoming aware of them. This notification will be accompanied by any relevant documentation to enable the Client, if necessary, to notify the relevant supervisory authority of this violation.
- f. **KWANKO's assistance to the Client towards his compliance requirements.** KWANKO will help the Client to carry out data protection impact assessments as well as to carry out the prior consultation of the supervisory authority.
- g. **Security measures.** KWANKO commits to take all appropriate security measures, including technical, material and organizational protection, to ensure the confidentiality, preservation and integrity of the Personal Data processed, up to their complete deletion or return to the Client, these measures include the following:
- Take all appropriate security measures for any data exchange or files relating to Personal Data made not only between KWANKO and the Client but also with authorized third parties and, in particular, use secure communication channels and comply with the Measures Security recommended by the state of the art, and the applicable texts and regulations in force;
 - Keep and archive data or computer files relating to Personal Data for the period of time necessary exclusively for carrying out the Services that are the subject of this document, in accordance with the instructions given by the Client;
 - Proceed to any destruction, rectification, limitation or, at the request of the Client, full return of the data, computer files and any copies relating to the Personal Data, at the latest at the expiration of the present, and provide, where appropriate and if the Client requests so, the corresponding certificate of destruction and / or deletion;
 - Restrict access to Personal Information and Personal Data only to the personnel authorized to act on this data by its functions and to provide them with appropriate training in the protection of Personal Data;
 - Delete or return to the Client the Personal Data at the end of the retention period indicated herein, and in any event, upon termination of these;
 - Inform the Client without delay of any event, incident or security breach, whether intentional or accidental, relating to the confidentiality, integrity and

security of the Personal Data, and in particular, any infringement, loss, theft, unauthorized access, disclosure, destruction, alteration of Personal Data and to assist any Client request for collaboration.

- Do not transfer any Personal Data to a third country that does not provide adequate Personal Data protection within the meaning of Directive 95/46 / EC.
 - Notifying security breaches to the supervisory authority and the Client in the conditions and time required by the forthcoming regulations, namely within 72 hours of the incident, and to provide the Client with the name and contact details of his delegate to data protection.
 - The notification to the Client of security incidents and their management by KWANKO forms part of the Services entrusted to KWANKO under the Contract and this APD and, as such, will not be subject to additional invoicing.
- h. **Data fate.** After completion of processing operations and its final purpose, KWANKO commits, under the Client's option expressed in writing within a period of (8) eight days, to delete all Personal Data or return them to the Client at the end of the contractual relationship, and destroy existing copies;
- i. **Data Protection Officer (DPO).** KWANKO will provide the Client with the name and contact details of their Data Protection Officer, designated by them in accordance with Article 37 of the GDPR.
- j. **Record of processing.** KWANKO declares to keep a record of processing operations, for all categories of Personal Data, performed on behalf of the Client, and in accordance with the requirements of the GDPR.
- k. **Documentation.** KWANKO will provide the Client with the necessary documentation to demonstrate compliance with all of its obligations and to allow audits, including inspections, by the Client or other auditor it has mandated, and to these audits.

2. Client's commitment

2.1. General points

As Data Controller, you agree as follows:

- a. Record, in writing, any instructions regarding the processing of data entrusted to KWANKO. As such, the Client will ensure that KWANKO is provided with a description of all the information necessary to complete the intended data processing, including but not limited to: the goal, duration, nature and purpose(s) of the data processing considered. This transmission can be dematerialized, through an appropriate record of processing (including the items described in APPENDIX 1),
- b. Oversee the processing and provide assurance to KWANKO of compliance with its obligations laid down in the GDPR. In particular, the Client will ensure at all times the lawful nature of data processing entrusted to KWANKO as a processor and compliance with GDPR requirements as regards to the legal basis of the processing (consent, legitimate interest, etc.) and exercising the rights of the data subject.

- c. Pay compensation for any material or non-material damage resulting from a breach of the GDPR, with the understanding that KWANKO, as a processor, will be held liable for damage caused by processing only in cases where it has not complied with obligations laid down in the GDPR that apply specifically to processors or if it acted outside of the lawful instructions of the controller or against these.

2.2. Compliance with Applicable Laws

You agree to comply with your obligations under all the Applicable Laws relating to the Processing of Personal Data carried out as part of the Contract.

2.3. Security

You confirm and are able to prove that you have implemented appropriate security measures to protect Personal Data, including appropriate technical and organisational measures to protect them from any unauthorised or unlawful Processing, and against any loss, destruction, or accidental damage.

2.4. Loyalty

You confirm that you preserve the confidentiality of Personal Data, that you Process KWANKO's Personal Data only in accordance with KWANKO's written instructions, and that you will not use or Process KWANKO's Personal Data for purposes other than providing the Services agreed, or in accordance with any other written agreement between you and KWANKO.

The categories and detailed information relating to KWANKO's Personal Data that are subject to Processing are specified in the Contract. If you become aware of any errors or inaccuracies in KWANKO's Personal Data, you must inform KWANKO promptly.

2.5. Staff

You must take reasonable measures to ensure the reliability of your employees, subsidiaries, subcontractors, or agents ("**Staff**") who are involved in the Processing of Personal Data.

You confirm that all KWANKO's Personal Data to which you have access are only accessible to Staff members who: (i) require to have access to them; (ii) have undergone training on the appropriate handling of Personal Data; and (iii) are subject to contractual obligations relating to privacy, security, and confidentiality regarding these Private Data.

2.6. Transfer outside the EU

You confirm that you will not transfer, and will ensure that your subcontractors do not transfer, KWANKO's Personal Data outside the country in which they are provided to you, except for transfers (a) between Member States of the European Union ("EU"); or (b) carried out on KWANKO's written instructions.

If you transfer KWANKO's Personal Data outside the EU, you must immediately (or, if the transfer is made by or to a subcontractor, you will require this subcontractor to sign a contract on an applicable model of the European Commission's Standard Clauses, or an equivalent model, with all the parties in question.

Any transfer of Personal Data that you make to KWANKO's subsidiaries located outside the EU must be carried out based on the European Commission's Standard Clauses.

2.7. DPO and requests from third parties

You confirm that you have a Data Protection Officer (DPO) or, failing that, a “Policy Officer” who will be responsible for ensuring that the management of Personal Data is lawful and for dealing with any related questions, and who will make themselves available to assist KWANKO as soon as possible in case of requests by Data Subjects or any competent supervisory authority regarding the Personal Data that you Process.

You confirm that you will provide KWANKO with any assistance and information that KWANKO may reasonably request, as soon as possible, to help KWANKO fulfil its obligations under the GDPR, with regards to KWANKO’s Personal Data.

2.8. Consent

You confirm that, if you are a **data provider for KWANKO** (on its own behalf and/or on behalf of its **Publishers**), you will keep a record of the required proof of consent (where appropriate) obtained from all the Data Subjects whose Personal Data you share with KWANKO, and that in any case the said Data Subjects have been given a clear and unambiguous link to a simple mechanism that will allow them to oppose to the Processing in question, including, where appropriate, the possibility to oppose Targeted Advertising.

You confirm that, if you **use digital assets** (including, for example, websites, landing pages, email kits, tracking tags, media platforms, applications, etc.) through which KWANKO collects or processes Personal Data on its own behalf and/or on behalf of its clients, you have set up, and are able to provide proof of this, technical mechanisms that allow KWANKO to obtain the consent required for the aforementioned collection of Personal Data, within the means and for the purposes laid down in the Contract with KWANKO; and that these assets include a clear and unambiguous link to a simple mechanism that will allow Data Subjects to oppose to the Processing in question, including, where appropriate, the possibility to oppose Targeted Advertising.

You confirm that if you facilitate the provision, to KWANKO (on its own behalf and/or on behalf of its **Publishers**), of **Personal Data from digital assets used by third parties**, you must have imposed legally binding obligations on these third parties, requiring them to obtain the necessary consent and allowing you to provide proof of this to KWANKO; the said consent must cover the means and purposes that correspond to the uses of Personal Data by KWANKO, as provided for in the Contract. In this context, you will be responsible for providing to any third party any relevant information contained in the Contract and/or otherwise provided by KWANKO in writing.

If your Services are provided as part of **KWANKO's buying, planning, or online media targeting activities** and you are not familiar with the technologies we use in connection with Personal Data (including at the time of collection) and the way in which we use the Personal Data that you provide, you can send an information request to KWANKO by email to the address gdp@kwanko.com.

In general, KWANKO uses Personal Data particularly on behalf of its clients as part of their online advertising activity, including in particular:

- (i) targeted Advertising and its modelling,
- (ii) taking part in auctions, optimisation, forecasting, hearing planning, creative strategy, and the creation of customised advertising,
- (iii) providing inventories and other product offers, and
- (iv) visualisation, analysis, and monitoring, in all cases on its own behalf and/or on behalf of its clients, always subject to the terms of the Contract applicable.

2.9. Privacy policy

If you use digital assets through which you collect and provide KWANKO with Personal Data, you undertake to have a privacy policy that complies with Applicable Laws. Any time this is possible, you will specify that KWANKO is a recipient of Personal Data collected through your digital assets, and/or that KWANKO directly collects these Personal Data.

If you facilitate the provision, to KWANKO, of **Personal Data from digital assets used by third parties**, you will impose on your contractors to ensure that every digital asset in question has a privacy policy that complies with Applicable Laws. Any time this is possible, you will ensure that these third parties specify that KWANKO is a recipient of Personal Data collected through your digital assets, and/or that KWANKO directly collects these Personal Data.

If you are a data provider for KWANKO, you declare and guarantee that all parties collecting or receiving Personal Data that you provide to KWANKO (the "**Client Data**") have a privacy policy that describes in a clear and unambiguous manner the way in which Client Data are collected, provided, and used, including in particular the description of collection for the purposes of Targeted Advertising by KWANKO in accordance with Applicable Laws, and offering a simple mechanism that allows Data Subjects to oppose to the Processing in question (including, where applicable, allowing them to oppose to Targeted Advertising) through services provided by you or your own sources of data.

If you process KWANKO's Personal Data, you must have an accessible and up-to-date privacy policy that explains the technologies used and the way in which you Process Personal Data.

2.10. Processing

KWANKO allows you to use Processors under the conditions laid down by this section and by Article 28 of the GDPR. You may continue to use Processors with which you have signed a contract at the date of this DPA, provided that, in any case, you comply with the obligations laid down by this section and Article 28 of the GDPR as soon as possible.

You must inform KWANKO in writing in advance whenever you use a new Processor; this information must include all the details relating to Processing operations that will be performed by the Processor.

With respect to each Processor, you must:

- (i) before the Processor Processes KWANKO's Personal Data for the first time, carry out any appropriate checks to ensure that the Processor is able to provide the level of protection of KWANKO's Personal Data as required by the Applicable Law and the Contract;
- (ii) ensure that the Processor signs a written contract that includes stipulations that offer at least the same level of protection of KWANKO's Personal Data as those laid down in this DPA, and that this contract complies with the Applicable Law;
- (iii) upon reasonable request, provide KWANKO, for its review, with copies of contracts concluded with Processors (on the understanding that all passages containing confidential data and that are not relevant for compliance with the conditions set by this DPA may be removed), of which KWANKO may occasionally request to be informed, in a reasonable manner; and
- (iv) take responsibility for the acts and omissions of your Processors to the same extent as if you had directly provided the services undertaken by them and were as such responsible, under the conditions laid down in this DPA.

2.11. Personal Data Breach

You confirm that, for any Personal Data Breach relating to KWANKO's Personal Data, you will:

- (i) promptly take any appropriate corrective measure to address the reasons for the Personal Data Breach and make every reasonable effort to ensure that such Personal Data Breaches do not reoccur;
- (ii) inform KWANKO, immediately and within twenty-four (24) hours at the latest from becoming aware of the Breach, by providing all the appropriate details regarding the Personal Data Breach and its potential impact on the Data Subjects; and
- (iii) take any measure imposed by the Applicable Law and/or reasonably requested by KWANKO.

KWANKO will be responsible for the final decision to inform (and establish the content of this information) KWANKO's providers, employees, and service providers as well as data subjects and/or the general public of any Personal Data Breaches and of the implementation of a remedial plan, with regards to KWANKO's Personal Data.

2.12. Storage

You must ensure that all KWANKO's Personal Data in your possession is deleted as soon as the Processing of these Personal Data is no longer required for the purposes of providing the Services agreed, or, depending on the type of Personal Data, after a reasonable period of time has elapsed.

2.13. Rights of Data Subjects

You confirm that you have the means to, and that you will take all the necessary measures allowing us to, respond to reasonable requests from Data Subjects (as part of their rights recognised by Articles 12 to 22 of the GDPR) in all cases where we have shared their Personal Data with you.

2.14. Sensitive Personal Data

You confirm that you will not share, with KWANKO, any Personal Data belonging to the category of sensitive/specific data, as set out in Articles 9 and 10 of the GDPR, unless explicitly agreed upon in writing.

2.15. Audit

You confirm that you will cooperate fully following any reasonable request for information from KWANKO and/or KWANKO's clients relating to your Processing of Personal Data. To allow all the parties to comply with their obligations under the Applicable Laws, you authorise KWANKO and/or KWANKO's clients to audit your compliance with this DPA and with Applicable Laws.

2.16. Impact assessments relating to Data Protection

You must provide all reasonable assistance to KWANKO as part of any Impact Assessment relating to Data Protection and of any prior consultation with Supervisory Authorities or other authorities responsible for data protection, which KWANKO reasonably considers to be compulsory through the application of Articles 35 and/or 36 of the GDPR, or through the application of equivalent provisions laid down in any other Applicable Law, only relating to, in any event, the Processing of KWANKO's Personal Information by the Client, and by taking into account the nature of the Processing in question and the information held by the latter.

2.17. Order of precedence

You recognise and accept that the provisions of this DPA supplement the Contract.

None of the provisions in this DPA reduce your obligations relating to the protection of Personal Data under this Contract or allow you to Process (or allow the Processing of) Personal Data under conditions that conflict with the Contract. In the event of conflicts or contradictions between this DPA, the European Commission's Standard Clauses, and a Contract, the order of precedence is as follows:

- (1) the Standard Clauses
- (2) the DPA
- (3) a Contract.

2.18. Amendments to the Contract

You recognise that KWANKO may:

- (i) provided it informs you in writing with a notice period of 30 (thirty) calendar days, make any amendment to contracts using the European Commission's Standard Clauses, which would then become compulsory due to any change in the Applicable Law or to any decision made by a competent authority under the Applicable Law, for the purposes of allowing that transfers of data affected can be made without infringing on the Applicable law; and
- (ii) offer any other amendment to this DPA that KWANKO may deem necessary to comply with the provisions of any Applicable Law.

Provided that KWANKO notifies you in advance, you must promptly cooperate (and ensure that any Processor involved does the same) to ensure that equivalent amendments are integrated in any contract signed with Processors.

3. **Particular case of processing carried out by KWANKO as a processor on your behalf**

3.1. Client's obligations towards KWANKO:

As a Controller referred to in the paragraph below, the Client undertakes to:

- a. Document in writing any instructions relating to the processing of data by KWANKO. As such, the Client will ensure that it sends KWANKO in writing all the information necessary to carry out the intended processing of data, including, among others, the subject, the duration, and nature, and the purpose(s) of the intended processing of Personal Data.
- b. Ensure, before and for the entire duration of the processing, that KWANKO complies with its obligations under the GDPR. For this purpose, and if it so wishes, the Client may carry out, at its own expense, audits and inspections of KWANKO, after having informed the latter in writing with a minimum notice period of fifteen (15) days.
- c. Oversee the processing and provide assurance to KWANKO of compliance with its obligations laid down in the GDPR. In particular, the Client will ensure at all times the lawful nature of the data processing entrusted to KWANKO as a processor and compliance with GDPR requirements with regards to exercising the rights of the data subject.
- d. Take all the necessary precautions in collecting Personal Data from its Users to comply with the regulations in force as a controller and particularly the GDPR.

- e. Obtain consent from Users to share their Personal Data, in a clear, transparent, and unambiguous manner, and particularly to send data to KWANKO.

For example, KWANKO recommends that the Client include a box to tick in a Personal Data collection form for Users through which the User agrees for their data to be shared with KWANKO and to retain proof of every agreement.

If Users fail to agree or request their Personal Data to be deleted, they will not be able to access the Services.

- f. pay compensation for any material or non-material damage resulting from a breach of the GDPR, with the understanding that KWANKO, as a processor, cannot be held liable for damage caused by processing except in cases where it has not complied with obligations laid down in the GDPR that apply specifically to processors or if it acted outside of the lawful instructions of the controller or against these.

CLIENT'S AGREEMENT

The Client agrees that this DPA takes effect in the form of this document, duly accepted by the Parties, and annexed to the Contract.

For the Client

For Kwanko

Date:

Date:

Name:

Name:

Position:

Position:

Signature:

Signature:

PS: If you have any questions about this Addendum, do not hesitate to contact your account manager at KWANKO or contact our DPO by email at the address: gdpr@kwanko.com.. We will continue to share additional information with you relating to our GDPR action plans on our dedicated web page www.KWANKO.com/en/gdpr.

APPENDIX



APPENDIX 1: Record of processing template	
Processing no. 1	
Name and address of controller:	
Date of implementation:	
Main purpose:	
Details of processing purposes:	
Department responsible for the implementation:	
Function of the person or department to which requests to exercise the right of access can be addressed:	
Personal Data in question:	
Where to find the data:	
How consent is obtained or on which legal basis:	
How long the data is stored:	
Categories of recipients:	