

DATA PROTECTION ADDENDUM

GDPR - Privacy and Information Security Addendum

This Privacy and Information Security Addendum (“**Addendum**”) supplements and forms part of any existing and currently in effect commercial agreement (the “**Agreement**”), either previously or concurrently executed by either Fyber Monetization Ltd., Fyber Media GmbH, or Heyzap Inc. (each shall be referred to hereunder as “**Fyber**”) and Fyber’s demand partner who executed the Agreement (“**Advertiser**” or “**Demand Partner**” and collectively: the “**Parties**”). This Addendum is effective as of the Effective Date of the Agreement, Service Order or IO. In case of any conflict between a provision of the Addendum and the Agreement, Service Order or IO the provisions of the Addendum shall prevail. Capitalized terms used herein and not defined herein will have the meaning set forth in the Agreement, Service Order or IO (as applicable).

Fyber’s provision of the Service to Demand Partner entails the transmission and Processing of data retrieved, sent and received by and from Supply Partners and their Users, clients and other third parties (“**Data**”). Certain transmitted Data may constitute Personal Information, as this term is referred to under applicable Data Protection Legislation. Therefore, the parties agree to comply with the following provisions.

1. Definitions.

- 1.1. “**Affiliates**” means with respect to a Party, all entities which, directly or indirectly, control, are being controlled by, or are under common control with such Party.
- 1.2. “**Data Protection Legislation**” means data protection and privacy laws, rules and regulations, applicable to Demand Partner in relation to the Processing of Personal Information under or in relation to the Agreement including the General Data Protection Regulation (GDPR).
- 1.3. “**Individual**” means a natural person to whom Personal Information relates, also referred to as “Data Subject” pursuant to the GDPR.
- 1.4. “**Personal Information**” means data about an identified or identifiable Individual, also referred to as “Personal Data” pursuant to the Data Protection Legislation.
- 1.5. “**Process**” or “**Processing**” means any operation or set of operations which is or are performed upon Personal Information, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.
- 1.6. “**Privacy Shield Principles**” mean the Privacy Shield Principles, as supplemented by the Supplemental Principles and contained in Annex II to the European Commission Decision C(2016)4176 of July 12, 2016, as may be amended, superseded or replaced.
- 1.7. “**Service**” means Fyber and/or its Affiliates’ technology and/or services for enabling and optimizing publishers and/or advertisers’ ability to sale and purchase advertising space

inventory on certain mobile applications and mobile/desktop websites, including via programmatic auction (if applicable).

1.8. **“Supply Partners”** means third parties that have entered a contract with Fyber to sell ad inventory via the Service to certain Demand Partners and to enable them to serve Ads on their mobile/web application/website. Such Supply Partners may be publishers, ad networks and supply side platforms (SSPs).

1.9. **“Users”** means a human end-user accessing a mobile/web application/website.

2. **Roles.** For the purposes of this Addendum and the Agreement, the parties agree and acknowledge that Fyber provides the Service to its customers, including to Demand Partner and that Demand Partner uses the Service on behalf of their advertisers customers, or on Demand Partner's own behalf.
3. **Compliance with Laws.** Each party undertakes to comply with applicable Data Protection Legislation, including, but not limited, to exercising Individuals' rights, conducting impact assessments, taking commercially reasonable efforts to prevent and manage appropriately data breaches, maintaining confidentiality, recording processing activities, limiting the processing to permitted purposes, maintaining the ability to demonstrate compliance with the applicable Data Protection Legislation, implementing appropriate data retention and destruction procedures and adhering to data transfer requirements, including, where applicable, complying with the principles of the Privacy Shield Principles.
4. **Demand Partner's Processing.** Nothing in the Agreement shall limit Demand Partner from Processing Personal Information shared or transmitted to it by Fyber, in a bid request or otherwise, subject to Demand Partner's independent grounds to lawfully Process such information. Otherwise, Demand Partner may Process Personal Information shared or transmitted to it by Fyber only as necessary to deliver Ads to Supply Partners' mobile applications via the Fyber Service (the **“Permitted Purpose”**) and in accordance with the Data Protection Legislation. Notwithstanding the foregoing, Demand Partner will (i) ensure that its applicable third-party partners and/or advertisers-customers will not Process Personal Information shared or transmitted to Demand Partner by Fyber under this Addendum for any other purpose; and (ii) not make any attempts to re-identify any Personal Information that is included in the bid request or is otherwise shared or transmitted by Fyber when provided with a flag by Fyber that indicates that the User declined consent under the GDPR or any other Data Protection Legislation. Any use, disclosure, transfer or other processing of Personal Information without Fyber's prior written permission or as necessary for the Permitted Purposes, including by way of permitting access to, use by, or any other Processing by Demand Partner, its affiliates, agents, vendors, customers, partners and other third parties, is strictly prohibited. Demand Partner will delete Personal Information shared or transmitted to it by Fyber, via the bid request or otherwise, and that was Processed by Demand Partner as an independent data controller, in accordance with Demand Partner data retention policy. In any other cases, Demand Partner will delete such data within thirty (30) days after receiving it from Fyber, or earlier, in case Fyber request Demand Partner to delete Personal Information in accordance with Article 19 of the GDPR or any other Data Protection Legislation. In the event that Demand Partner receives from Fyber any inquiries, correspondence, rights request and/or complaint (**“Correspondence”**) that Fyber received from its publishers-controller which Fyber is their data processor/service

provider or from the competent authorities or regulator and are in connection with the Processing conducted by Demand Partner, Demand Partner shall promptly cooperate in good faith as necessary and reasonable to respond to such Correspondence and fulfil its respective obligations under the GDPR or any Data Protection Legislation.

5. **Fyber's Processing.** Fyber and/or its Affiliates' will process Data in compliance with applicable Data Protection Legislation, to provide the Service, including but not limited to for fraud prevention, bot detection, quality rating, analytics, enhancements, optimization, viewability, geo location services, ad security, ad verification services, and service misuse prevention. Where applicable, Fyber and/or its Affiliates' may process Data in anonymized and aggregated forms.
6. **Limitation of Access.** Each party will ensure that such party's access to Data is limited to those personnel who require such access only as necessary to fulfill such party's obligation under the Agreement.
7. **Demand Partner Personnel.** Demand Partner will ensure that Demand Partner's access to the Data is limited only to those personnel who require such access to perform the Agreement. Demand Partner will impose appropriate contractual obligations upon its personnel engaged in the Processing of Data including relevant obligations regarding confidentiality, data protection and data security. Demand Partner will ensure that its personnel engaged in the Processing of the Data are informed of the confidential nature of the Data, have received appropriate training in their responsibilities, and have executed written confidentiality agreements.
8. **Information Security.** Each party will maintain appropriate administrative, physical, organizational and technical safeguards aimed at maintaining an appropriate level of security, confidentiality and integrity of the Data, in accordance with official guidelines as provided by the competent authorities and good industry practice. Each party undertakes to regularly monitor compliance with these safeguards and will not materially decrease the overall security controls during the term of this Addendum.
9. **Breach Prevention and Remediation.** Each party will maintain security incident management policies and procedures and will, to the extent required by applicable Data Protection Legislation, provide appropriate notices of any actual or reasonably suspected unauthorized access to, acquisition of, or disclosure of Personal Information, by such party or by any third party acting on such party's behalf, of which the party becomes aware of. To the extent that the security incident occurred on the information systems of a party, or on the information systems of any third party acting on such party's behalf, such party will make all reasonable efforts to identify and remediate the cause of the incident.
10. **Privacy Policy.** Fyber's privacy policy is available at: <https://www.fyber.com/legal/privacy-policy/> or at any other or additional location, as may be updated from time to time. Demand Partner undertakes to avoid and to have Demand Partner's Affiliates, agents, customers, partners and any other third party acting on Demand Partner's behalf, avoid any act or omission that would violate Fyber's privacy policy.
11. **Assistance.** Demand Partner will provide Fyber with all necessary assistance, in connection with any inquiries received from competent authorities and Fyber's clients, users or any entitled third

party, and in connection with fulfilling of Fyber's obligations under applicable Data Protection Legislation.

12. **Audit.** Demand Partner will make available all information necessary to demonstrate Demand Partner's compliance with this Addendum and will permit and contribute to any data audits reasonably required by Fyber upon Fyber's prior written request and advanced notice.
13. **Retention and Destruction.** To the extent that Fyber grants Demand Partner a right to extract, download or otherwise make copies of the bid requests or any Data included therein or related thereof, then Demand Partner may retain such bid request or Data for not more than 30 days upon receiving the bid request or the Data for the purposes set forth herein and in accordance with this Addendum, and may save such data for longer period for invoicing, reporting, discrepancy reasons and to prevent fraud, but in any case, for no longer than 90 days. Notwithstanding the foregoing, upon Fyber's written request, Demand Partner will return all the Data and the copies thereof to Fyber or will destroy all the Data and certify in writing to the Fyber that it has done so.
14. **Term.** This Addendum will commence upon the execution hereof and will continue until the later of: (i) the expiration or termination of the Agreement, pursuant to the terms therein, or (ii) As long as Demand Partner has possession of Data received by, from or through the Service. Fyber may terminate this Addendum and the Agreement, by a written notice to Demand Partner with immediate effect, if Demand Partner breaches any of the provisions under this Addendum , without limiting Fyber's rights and remedies under the Agreement and the applicable law.
15. **Compliance.** Each party is responsible to make sure that all relevant personnel of such party adhere to this Addendum.

16. **Miscellaneous.**

Any alteration or modification of this Addendum is not valid unless made in writing and executed by duly authorized personnel of both parties.

Invalidation of one or more of the provisions under Addendum will not affect the remaining provisions. Invalid provisions will be replaced to the extent possible by those valid provisions which achieve essentially the same objectives.

Demand Partner acknowledges that Fyber and/or its Affiliates may disclose this Addendum and any relevant privacy provisions in the Agreement to any supervisory authority, regulator or other competent authority, to the extent required under the applicable law. Such disclosure will not constitute a breach of Fyber's confidentiality obligation under the Agreement.

CCPA Addendum for Demand Partners

This CCPA addendum ("**CCPA Addendum**") supplements and forms part of any existing and currently in effect commercial agreement and Privacy and Information Security Addendum (collectively: the "**Agreement**"), either previously or concurrently executed by either Fyber Monetization Ltd., Fyber Media GmbH, or Heyzap Inc. (each shall be referred to hereunder as "**Fyber**") and Fyber's demand partner who executed the Agreement ("**Advertiser**" or "**Demand Partner**" and collectively: the "**Parties**").

Fyber's provision of the Services to Demand Partner entail the transmission and processing of data retrieved, sent and received by and from Fyber's Publishers, and depending on the type of service, by and from Demand Partners as well. Certain transmitted data may constitute Personal Information.

This CCPA Addendum reflects the Parties' agreement with regard to the sharing and use of Publishers and Demand Partner's Personal Information.

As of January 1st, 2020, each Party undertakes to comply with the applicable provisions under the CCPA, while taking in mind that as the CCPA is a new piece of legislation, the implementation of certain provisions thereof may require the Parties to use a substantial degree of discretion.

All capitalized terms not defined herein will have the meaning set forth in the Agreement. The terms of this CCPA Addendum will prevail in connection with the purpose and scope of this CCPA Addendum, over any conflicting terms under the Agreement.

A description of Fyber's services and the dataflow within each service is available at: <https://www.fyber.com/wp-content/uploads/2019/08/Explanatory-Notes-to-Fyber-Demand-Partners-CCPA-Addendum-FINAL.pdf>.

1. DEFINITIONS

For the purposes of this CCPA Addendum -

- 1.1. "**CCPA**" means the California Consumer Privacy Act of 2018.
- 1.2. "**Demand Partner Consumers**" – mean Consumers who engage directly with Demand Partner or with Demand Partner's advertisers-customers, through Demand Partner's or Demand Partner advertisers-customers' mobile applications or other online properties.
- 1.3. "**Demand Partner's Personal Information**" – mean Personal Information related to Demand Partner's Consumers.
- 1.4. The terms "**Collection** (collects, collected)", "**Consumer**", "**Deidentified**", "**Device**", "**Processing**", "**Personal Information**" and "**Sell**" or "**Selling**" will have the meaning as set forth under the CCPA.
- 1.5. "**Publishers**" mean Fyber's supply-side customers (e.g. mobile application developers, owners, distributors).
- 1.6. "**Publishers' Consumers**" – mean Consumers who use their Devices to interact with Publishers' mobile applications or websites.

- 1.7. **“Publishers’ Personal Information”** – mean Personal Information related to Publishers’ Consumers.
- 1.8. **“Service”** - the advertising monetization services that Fyber provides, including enabling the buying by Demand Partner of Publishers’ ad inventory and optimization thereof, and facilitation and optimization of Demand Partners’ ad campaigns. The Service also includes fraud prevention reporting, analytics, Operational Purposes associated therewith and any other operational purpose that is compatible with the context in which Personal Information was Collected in the course of Fyber’s provision of the Service.

2. SUBJECT MATTER

- 2.1. This CCPA Addendum applies when Fyber shares Publishers’ Personal Information with Demand Partner and when Demand Partner shares Demand Partner Personal Information with Fyber, all as part of and for the purpose of enabling the Service.
- 2.2. The Agreement, including this CCPA Addendum, does not limit Demand Partner from lawfully collecting, using and sharing any Personal Information, based on Demand Partner’s or Demand Partner advertisers-customers’ direct engagement with Consumers. Demand Partner acknowledges that:
 - 2.2.1. Publishers share Publishers’ Personal Information with Fyber, Fyber collects and shares Publishers’ Personal Information with Demand Partners on behalf of Publishers, and Demand Partners’ use Publishers’ Personal Information, strictly and as necessary to facilitate Fyber’s provision of the Service to Publishers.
 - 2.2.2. Demand Partner shares Demand Partner’s Personal Information with Fyber, strictly and as necessary to facilitate Fyber’s provision of the Service to Demand Partner, or to the extent applicable, to strictly and as necessary to facilitate Demand Partner’s provisions of Demand Partner’s services to Demand Partner’s advertisers customers and on their behalf.
- 2.3. The parties acknowledge that Demand Partner pays Fyber fees, in accordance with the terms of the Agreement, in consideration for Demand Partner’s purchase of ad space inventory on Publishers’ mobile applications and websites. Neither Party receives from the other Party any monetary or other valuable consideration for using Personal Information and for sharing Personal Information with the other Party.
- 2.4. Demand partner further acknowledges that Fyber is prohibited from: (i) Selling Publishers’ Personal Information; (ii) retaining, using, or disclosing Publishers’ Personal Information for any purpose other than for the specific purpose of performing the Service, including retaining, using, or disclosing Publishers’ Personal Information for a commercial purpose other than providing the Service to the Publishers; (iii) retaining, using, or disclosing Publishers’ Personal Information outside of the direct business relationship between Fyber and Publishers.
- 2.5. Where Demand Partner acts as a Service Provider on behalf of its advertisers-customers, Fyber acknowledges that Demand Partner is prohibited from: (i) Selling Demand Partner Personal Information; (ii) retaining, using, or disclosing Demand Partner’s Personal Information for any purpose other than for the specific purpose of performing Demand Partner’s services to Demand Partner’s advertisers customers, including retaining, using, or disclosing Demand Partner’s Personal Information for a commercial purpose other than

providing Demand Partner's services to Demand Partner's customers; (iii) retaining, using, or disclosing Demand Partner's Personal Information outside of the direct business relationship between Demand Partner and Demand Partner's customers.

2.6. Each Party understands the above restrictions and will comply with them.

3. OPT-OUT

3.1. Demand Partner acknowledges that if, according to a Publisher's instructions to Fyber, the Publisher sets with Fyber an opt-out flagging mechanism for Publisher's Consumers to opt-out from sharing their Personal Information with Fyber and Fyber's partners, then: (i) such Publisher will cease sharing with Fyber, and Fyber will cease Collecting and sharing such Publisher's Personal Information related to the opted-out Publisher Consumers; and (ii) Fyber will cease transmitting such Publisher Personal Information to Demand Partner, except for permissible uses under the CCPA.

3.2. If Demand Partner wishes to provide Demand Partner Consumers with an option to opt-out of sharing their Personal Information with Fyber and Fyber's partners by including a "Do not sell my personal information" option on Demand Partner's application or other online property's homepage, the Parties will set an opt-out flagging mechanism which will transmit the Demand Partner Consumers' opt-out requests to Fyber, and accordingly, Demand Partner will cease sharing with Fyber related to the opted-out Demand Partners' Consumers. Upon Demand Partner's transmission of an opt-out signal to Fyber, Fyber will cease any use and sharing of Demand Partner's Personal Information, except for permissible uses under the CCPA.

3.3. For the purpose of establishing the opt-out flagging mechanism, Demand Partner will follow the technical instructions as provided by Fyber.

3.4. For the purpose of the Agreement, it is Demand Partner's sole responsibility and liability, to decide if the out-out option in relation to Demand Partner's Personal Information is required, pursuant to the CCPA and to instruct Fyber accordingly.

4. TERM.

This CCPA Addendum is effective on the later of: (i) the date of its execution; (ii) the effective date of the Agreement to which it relates, or (iii) January 1st, 2020 and will continue until the Agreement expires or is terminated.

5. GENERAL

5.1. Nothing under the Agreement precludes the Parties from Deidentifying Personal Information and using and sharing thereof in a Deidentified form.

5.2. Notices and inquiries related to this CCPA Addendum should be sent to Fyber's legal team at: privacy@fyber.com.