**Data Processing Schedule**

**Background**

(A)     The Client has appointed Fenestra to provide services to the Client under the terms of the Agreement.

(B)     In connection with its supply of those services, Fenestra may be required to process personal data on behalf of the Client as described in Annex 1 (the "**Data Processing Services")**.

(C)     This Schedule is intended to be read in conjunction with the Agreement and shall supersede any provisions relating to the processing of personal data in the Agreement.

**Agreed terms**

**1      Interpretation**

1.1     The following definitions and rules of interpretation apply in this Schedule.

**Data Protection Legislation:** means Data Protection Act 2018, the EU Data Protection Directive 95/46/EC, the GDPR (the EC Regulation 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to the processing of personal data and privacy, including where applicable, any guidance notes and codes of practice issued by the European Commission and applicable national Regulators including the UK Information Commissioner;

**Regulator:** means any regulatory body with responsibility for ensuring compliance with Data Protection Legislation.

**Security Breach:** means accidental or deliberate, unauthorised or unlawful acquisition, destruction, loss, alteration, corruption, access, use or disclosure of personal data processed under this Schedule or breach of Fenestra's security obligations under this Schedule.

1.2     References in this Schedule to "data controller", "data processor", "processing", "data protection officer" and "personal data" shall have the same meaning as defined in Data Protection Legislation.

1.3     In the event that a provision of this Schedule conflicts with any other provision of the Agreement, the provision in this Schedule shall prevail to the extent of such conflict.

**2      The Data Processing Services and obligations**

2.1     The parties agree that in respect of any personal data processed in connection with the Agreement and this Schedule that the Client shall be the "data controller" and Fenestra or any Sub Processor shall be the "data processor".

2.2     The parties acknowledge and agree that in order to provide the Data Processing Services, Fenestra may process personal data on behalf of the Client during the term of the Agreement. Annex 1 sets out the nature and purpose of the processing, the types of personal data being processed, and the categories of data subject.

2.3     Each party acknowledges and agrees that each party has respective rights and obligations under applicable Data Protection Legislation.

2.4     Fenestra shall, without prejudice to its other rights or obligations, in respect of its processing of such personal data:

(a)     process the data only to the extent, and in such a manner, as is necessary for the purposes of this Schedule and in accordance with Client's lawful documented instructions from time to time, and Fenestra shall not process, nor permit the processing, of the data for any other purpose. If Fenestra is unsure as to the parameters of the instructions issued by Client and/or believes that Client's instructions may conflict with the requirements of Data Protection Legislation, Fenestra may notify Client for clarification;

(b)     ensure the reliability of all its personnel who have access to the data and shall in particular ensure that any person authorised to process data in connection with this Schedule is subject to a duty of confidentiality;

(c)     at Client's cost provide Client with reasonable co-operation and assistance in relation to Client's own obligations and rights under Data Protection Legislation including providing the Client and any relevant Regulator as applicable with all reasonable information and assistance relating to: notification and investigation of Security Breaches; carrying out privacy impact assessments; using appropriate technical and organisational measures in relation to security of processing; responding to and complying with data subject requests and the exercising of data subject rights; or otherwise to demonstrating Client's compliance with Data Protection Legislation.

(d)        having regard to the state of technological development and the cost of implementing any measures, take such technical and organisational measures against the unauthorised or unlawful processing of data and against the accidental loss or destruction of, or damage to data, to ensure a level of security appropriate to: a) the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage of the data; and b) the nature of the data to be protected provided that where such measures may require the use of resource and/or cost additional to that usually provided or incurred, or anticipated, by Fenestra, Client agrees to pay for the same (in addition to any other charges or fees, provided that Fenestra has notified Client of the fact that additional charges or cost may be payable;

(e)        at Client's cost, without undue delay notify Client, and provide such co-operation, assistance and information as Client may reasonably require if Fenestra:

        (i)        receives any complaint, notice or communication which relates directly or indirectly to the processing of the personal data under this Schedule or to either party's compliance with Data Protection Legislation; and/or

        (ii)       becomes aware of any Security Breach;

(f)        be entitled to engage sub processors to process data (or otherwise sub-contract or outsource the processing of any data to a third party) (a "Sub processor") including those identified in the Annex, provided that it:

        (i)        notifies Client of any new or replacement Sub processors. If Client objects to the appointment of a new or replacement Sub processor, it shall notify Client within five business days.

        (ii)       enters into a written contract with the Sub processor that: provides protections or guarantees that Sub processor considers necessary to implement appropriate technical and organisation measures in compliance with the Data Protection Legislation; and terminates automatically on termination or expiry of this Schedule for any reason, and

        (iii)     remains liable for all acts or omissions of the Sub processors as if they were acts or omissions of Fenestra (except to the extent caused or exacerbated by Client).

(g)        at Client's cost, return or destroy (as directed in writing by Client) all personal data it has in its possession and delete existing copies unless applicable law requires storage of the personal data.

(h)        to the extent that Fenestra is required to transfer personal data pursuant to this Schedule, including to the approved Sub-processors, to a territory outside of the EEA that does not have a finding of adequacy by the European Commission, the parties shall either (i) execute or procure the execution of the standard contractual clauses set out in Commission Decision of 5 February 2010 on standard contractual clauses for the transfer of personal data to processors established in third countries under Directive 95/46/EC ("Model Clauses") or (ii) agree another more appropriate lawful data Transfer Mechanism exists, for example were the Sub-processor transferee has a Privacy Shield Certification (including as identified in the Annex). The parties agree that if the Model Clauses (or agreed alternative mechanism) cease to exist or are no longer considered by both parties to be a lawful method of transferring personal data outside of the EEA, the parties shall have a good faith discussion and agree an alternative lawful Transfer Mechanism and Fenestra may cease or procure that the relevant third party cease the processing of personal data until such time as the parties have agreed an alternative transfer mechanism to enable the personal data to be transferred outside of the EEA in a compliant manner.

2.5 Client, without prejudice to its other rights or obligations, shall comply with its obligations under applicable Data Protection Legislation and shall in particular ensure that it has appropriate rights and legal basis, or other ability to process personal data and that Fenestra is lawfully permitted to process personal data on its behalf, and will not give Fenestra any instructions that would cause Fenestra to be in breach of the Data Protection Legislation.

2.6 Where assistance or an action is noted as being at the "Client's cost" or similar phrase, such assistance shall be provided at the sole cost and expense of the Client (covering reasonable and direct costs only of Fenestra), unless the cost of such assistance is required under the Data Protection Legislation to be at Fenestra's cost, or directly arises from Fenestra's breach of its obligations under this Data Processing Schedule, in which case the costs of such assistance shall be borne by Fenestra.

**[cont'd]**

## Annex 1

**Data Processing Services** – nature and purpose of processing

- Access, retrieve, store and/or process the personal data in conjunction with the provision of access to the Platform under the Agreement.

**Data Subject** – categories, and **Personal Data** – types as set out in the table below:

| Required details | Description |
|---|---|
| **Data Subjects**<br>The personal data processed relate to the following categories of data subjects: | (a) employees, temporary workers or contractors of the Participant using the Platform<br><br>(b) employees, temporary workers or contractors of the parties to the Transaction data inputted by the Participant<br><br>(c) other data subjects identifiable in Participant Data such as public viewers of the sold ad inventory |
| **Categories of Personal Data (a above)**<br>The personal data processed includes the following types of data: | Registration and/or contact information including for example: names, addresses, other contact information; and/or further technical tracking and identifier information such as: cookies, device IDs. |
| **Categories of Personal Data (b above)**<br>The personal data processed includes the following types of data: | Contact information including for example: names, addresses, other contact information. |
| **Categories of Personal Data (c above)**<br>The personal data processed includes the following types of data: | Technical tracking and identifier information such as: cookies, device IDs. |

**Agreed Sub Processors of Fenestra** (such as hosting partners or other tech suppliers)

- Amazon Web Services EMEA SARL, 38 Avenue John F. Kennedy, L-1855, Luxembourg

- Google Commerce Limited, Gordon House, Barrow Street, Dublin 4, Ireland

- Microsoft Ireland Operations Limited, One Microsoft Place, South County Business Park, Leopardstown, Dublin 18, Republic of Ireland D18 P521