This Data Protection Addendum ("**Addendum**") forms part of the agreement ("**Principal Agreement**") between: (i) Adkomo Limited **("also referred to as "Processor")** and (ii) Advertiser ("**also referred to as "Controller**").

The terms used in this Addendum shall have the meanings set forth in this Addendum. Capitalized terms not otherwise defined herein shall have the meaning given to them in the Principal Agreement. Except as modified below, the terms of the Principal Agreement shall remain in full force and effect.

In consideration of the mutual obligations set out herein, the parties hereby agree that the terms and conditions set out below shall be added as an Addendum to the Principal Agreement. Except where the context requires otherwise, references in this Addendum to the Principal Agreement are to the Principal Agreement as amended by, and including, this Addendum.

1. Definitions

1.1 In this Addendum, the following terms shall have the meanings set out below and cognate terms shall be construed accordingly:

1.1.1 "**Applicable Laws**" means (a) European Union or Member State laws with respect to any Controller Personal Data in respect of which any Controller is subject to EU Data Protection Laws; and (b) any other applicable law with respect to any Controller Personal Data in respect of which the Controller is subject to any other Data Protection Laws;

1.1.2 "**Controller Affiliate**" means an entity that owns or controls, is owned or controlled by or is or under common control or ownership with Controller where control is defined as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise;

1.1.3 "**Controller Personal Data**" means any Personal Data Processed by a Contracted Processor on behalf of a Controller pursuant to or in connection with the Principal Agreement;

1.1.4 "**Data Protection Laws**" means EU Data Protection Laws and, to the extent applicable, the data protection or privacy laws of any other country

1.1.5 "**EEA**" means the European Economic Area;

1.1.6 "**EU Data Protection Laws**" means EU Directive 95/46/EC, as transposed into domestic legislation of each Member State and as amended, replaced or superseded from time to time, including by the GDPR and laws implementing or supplementing the GDPR;

1.1.7 "**GDPR**" means EU General Data Protection Regulation 2016/679;

1.1.8 "**Restricted Transfer**" means:

1.1.8.1 a transfer of Controller Personal Data from any Controller to Processor; or

1.1.8.2 an onward transfer of Controller Personal Data from a Processor to a sub-Processor, or between two establishments of Processor,

in each case, where such transfer would be prohibited by Data Protection Laws (or by the terms of data transfer agreements put in place to address the data transfer restrictions of Data Protection Laws)

1.1.9 "Shared data" means the data shared of exchanged between Controller, Processor and its subprocessor under the terms of this Addendum or the principal agreement

1.1.10 "**Services**" means the services and other activities to be supplied to or carried out by or on behalf of Processor for Controller pursuant to the Principal Agreement;

1.1.11 "**Subprocessor**" means any person (including any third party and any Processor Affiliate, but excluding an employee of Processor or any of its sub-contractors) appointed by or on behalf of Processor or any Processor Affiliate to Process Personal Data on behalf of the Controller in connection with the Principal Agreement; and

1.1.12 "**Processor Affiliate**" means an entity that owns or controls, is owned or controlled by or is or under common control or ownership with Processor, where control is defined as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise.

1.2 The terms, "**Commission**", "**Controller**", "**Data Subject**", "**Member State**", "**Personal Data**", "**Personal Data Breach**", "**Processing**" and "**Supervisory Authority**" shall have the same meaning as in the GDPR, and their cognate terms shall be construed accordingly.

1.3 The word "**include**" shall be construed to mean include without limitation, and cognate terms shall be construed accordingly.

2. Processing of Controller Personal Data

2.1 Processor shall:

2.1.1 comply with all applicable Data Protection Laws in the Processing of Controller Personal Data; and

2.1.2 not Process Company Personal Data other than relevant data necessary for the provision of the service unless Processing is required by Applicable Laws to which the relevant Processor is subject, in which case Processor shall to the extent permitted by Applicable Laws inform the Controller of that legal requirement before the relevant Processing of that Personal Data.

2.2 Each Controller shall:

2.2.1 instructs Processor (and authorises Processor to instruct each Subprocessor) to:

2.2.1.1 Process Company Personal Data; and

2.2.1.2 in particular, transfer Company Personal Data to any country or territory,

as reasonably necessary for the provision of the Services and consistent with the Principal Agreement; and

2.2.2 warrants and represents that it is and will at all relevant times remain duly and effectively authorised to give the instruction set out in section 2.2.1 on behalf of each relevant Company Affiliate.

2.3 Annex 1 to this Addendum sets out certain information regarding the Processors' Processing of the Controller Personal Data as required by article 28(3) of the GDPR (and, possibly, equivalent requirements of other Data Protection Laws).

3. Processor Personnel

Processor shall take reasonable steps to ensure the reliability of any employee, agent or contractor of Processor who may have access to the Controller Personal Data, ensuring in each case that access is strictly limited to those individuals who need to know / access the relevant Controller Personal Data, as strictly necessary for the purposes of the Principal Agreement, and to comply with Applicable Laws in the context of that individual's duties to the Processor, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

4. Security

4.1 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Processor shall in relation to the Controller Personal Data implement appropriate technical and organizational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR.

4.2 In assessing the appropriate level of security, Processor shall take account in particular of the risks that are presented by Processing, in particular from a Personal Data Breach.

5. **Subprocessing**

5.1 Controller authorises Processor to appoint (and permit each Subprocessor appointed in accordance with this section 5 to appoint) Subprocessors in accordance with this section 5 and any restrictions in the Principal Agreement.

5.2 Processor may continue to use Subprocessors already engaged by Processor or any Processor as at the date of this Addendum, subject to Processor in each case as soon as practicable meeting the obligations set out in section 5.4.

5.3 Processor shall give Controller prior written notice of the appointment of any new Subprocessor, including full details of the Processing to be undertaken by the Subprocessor. If, within seven (7) calendar days of receipt of that notice, Controller notifies Processor in writing of any objections (on reasonable grounds) to the proposed appointment, Processor shall not appoint (or disclose any Controller Personal Data to) that proposed Subprocessor until reasonable steps have been taken to address the objections raised by any Controller has been provided with a reasonable written explanation of the steps taken.

5.4 With respect to each Subprocessor, Processor or the relevant Processor Affiliate shall:

5.4.1 before the Subprocessor first Processes Controller Personal Data (or, where relevant, in accordance with section 5.2), carry out adequate due diligence to ensure that the Subprocessor is capable of providing the level of protection for

Controller Personal Data required by the Principal Agreement and this Addendum;

5.4.2 ensure that the arrangement between on the one hand (a) Processor, or (b) the relevant intermediate Subprocessor; and on the other hand the Subprocessor, is governed by a written contract including terms which offer at least the same level of protection for Controller Personal Data as those set out in this Addendum and meet the requirements of article 28(3) of the GDPR;

5.4.3 if that arrangement involves a Restricted Transfer, ensure that legally appropriate measures are at all relevant times incorporated into the agreement between on the one hand (a) Processor, or (b) the relevant intermediate Subprocessor; and on the other hand the Subprocessor, or before the Subprocessor first Processes Controller Personal Data procure that it enters into an agreement incorporating the Standard Contractual Clauses with the relevant Controller and

5.4.4 provide to Controller for review such copies of the Contracted Processors' agreements with Subprocessors (which may be redacted to remove confidential commercial information not relevant to the requirements of this Addendum) as Controller may request from time to time.

5.5 Processor shall ensure that each Subprocessor performs the obligations under this Addendum, as they apply to Processing of Controller Personal Data carried out by that Subprocessor, as if it were party to this Addendum in place of Processor.

6. Data Subject Rights

6.1 Taking into account the nature of the Processing, Processor each Controller by implementing appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Controller' obligations, as reasonably understood by Controller, to respond to requests to exercise Data Subject rights under the Data Protection Laws.

6.2 Processor shall:

6.2.1 promptly notify Controller if any Processor receives a request from a Data Subject under any Data Protection Law in respect of Controller Personal Data; and

6.2.2 ensure that the Processor does not respond to that request except on the documented instructions of Controller as required by Applicable Laws to which the Processor is subject, in which case Processor shall to the extent permitted by Applicable Laws inform Controller of that legal requirement before the Processor responds to the request.

7. **Personal Data Breach**

7.1 Processor shall notify Controller without undue delay upon Processor or any Subprocessor becoming aware of a Personal Data Breach affecting Controller Personal Data, providing Controller with sufficient information to allow each Controller to meet any obligations to report or inform Data Subjects of the Personal Data Breach under the Data Protection Laws.

7.2 Processor shall co-operate with Controller and take such reasonable commercial steps as are directed by Controller to assist in the investigation, mitigation and remediation of each such Personal Data Breach.

8. Data Protection Impact Assessment and Prior Consultation

Processor shall provide reasonable assistance to each Controller with any data protection impact assessments, and prior consultations with Supervising Authorities or other competent data privacy authorities, which Company reasonably considers to be required of any Controller by article 35 or 36 of the GDPR or equivalent provisions of any other Data Protection Law, in each case solely in relation to Processing of Controller Personal Data by, and taking into account the nature of the Processing and information available to, the Processors.

9. Deletion or return of Company Personal Data

9.1 Subject to sections 9.2 and 9.3 Processor shall promptly and in any event within ninety (90) days of the date of cessation of any Services involving the Processing of Controller Personal Data (the "**Cessation Date**"), delete and procure the deletion of all copies of those Controller Personal Data.

9.2 Each Processor may retain Controller Personal Data to the extent required by Applicable Laws and only to the extent and for such period as required by Applicable Laws and always provided that Processor shall ensure the confidentiality of all such Controller Personal Data and shall ensure that such Controller Personal Data is only Processed as necessary for the purpose(s) specified in the Applicable Laws requiring its storage and for no other purpose.

9.3 Processor shall provide written certification to Controller that it and each subprocessor has fully complied with this section 9.

10. Audit rights

10.1 Subject to sections [10.2 to 10.4], Processor shall make available to Controller on request all information necessary to demonstrate compliance with this Addendum, and shall allow for and contribute to audits, including inspections, by Controller or an auditor mandated by Controller in relation to the Processing of the Controller Personal Data by the Processor.

10.2 Information and audit rights of the Controller only arise under section 10.1 to the extent that the Principal Agreement does not otherwise give them information and audit rights meeting the relevant requirements of Data Protection Law (including, where applicable, article 28(3)(h) of the GDPR).

10.3 Controller undertaking an audit shall give Processor reasonable notice of any audit or inspection to be conducted under section 10.1 and shall make (and ensure that each of its mandated auditors makes) reasonable endeavours to avoid causing (or, if it cannot avoid, to minimise) any damage, injury or disruption to the Processors' premises, equipment, personnel and business while its personnel are on those premises in the course of such an audit or inspection. A Processor need not give access to its premises for the purposes of such an audit or inspection:

10.3.1 to any individual unless he or she produces reasonable evidence of identity and authority;

10.3.2 outside normal business hours at those premises, unless the audit or inspection needs to be conducted on an emergency basis and Controller undertaking an audit has given notice to Processor that this is the case before attendance outside those hours begins; or

10.3.3 for the purposes of more than [one] audit or inspection, in respect of each Processor, in any [calendar year], except for any additional audits or inspections which:

10.3.3.1 Controller undertaking an audit reasonably considers necessary because of genuine concerns as to Processor's compliance with this Addendum; or

10.3.3.2 Controller is required or requested to carry out by Data Protection Law, a Supervisory Authority or any similar regulatory authority responsible for the enforcement of Data Protection Laws in any country or territory,

where Controller undertaking an audit has identified its concerns or the relevant requirement or request in its notice to Processor of the audit or inspection.

11. International Transfers

11.1 Neither Controller nor Processor shall transfer any Shared Data (nor permit any Shared Data to be transferred) to a territory outside the European Economic Area ("EEA") unless it has taken such measures as are necessary to ensure the transfer is in compliance with Data Protection Laws. Such measures may include, without limitation, transferring Shared Data (i) to a recipient in a country that the European Commission has decided provides adequate protection for personal data (ii) to a recipient in the United States that has certified compliance with the EU-US Privacy Shield Network.

12. General Terms

12.1 The parties to this Addendum hereby submit to the choice of jurisdiction stipulated in the Principal Agreement with respect to any disputes or claims howsoever arising under this Addendum, including disputes regarding its existence, validity or termination or the consequences of its nullity; and

12.2 This Addendum and all non-contractual or other obligations arising out of or in connection with it are governed by the laws of the country or territory stipulated for this purpose in the Principal Agreement.

12.3 Nothing in this Addendum reduces Processor's obligations under the Principal Agreement in relation to the protection of Personal Data or permits Processor to Process (or permit the Processing of) Personal Data in a manner which is prohibited by the Principal Agreement.

12.4 Subject to section 3, with regard to the subject matter of this Addendum, in the event of inconsistencies between the provisions of this Addendum and any other agreements between the parties, including the Principal Agreement and including (except where explicitly agreed otherwise in writing, signed on behalf of the parties) agreements entered into or purported to be entered into after the date of this Addendum, the provisions of this Addendum shall prevail.

12.5 Controller may by at least 30 (thirty) calendar days' written notice to Processor from time to time make any variations to this Addendum which Company reasonably considers to be necessary to address the requirements of any Data Protection Law.

12.6 If Controller gives notice under section 12.5 :

12.6.1 Processor shall promptly co-operate and ensure that any affected Subprocessors promptly co-operate to ensure that equivalent variations are made to any agreement put in place under section 5.4; and

12.6.2 Controller shall not unreasonably withhold or delay agreement to any consequential variations to this Addendum proposed by Processor to protect the Processors and subprocessor against additional risks associated with the variations made under section 5.

12.6.3 If Company gives notice under section 12.5, the parties shall promptly discuss the proposed variations and negotiate in good faith with a view to agreeing and implementing those or alternative variations designed to address the requirements identified in Company's notice as soon as is reasonably practicable.

12.7 Should any provision of this Addendum be invalid or unenforceable, then the remainder of this Addendum shall remain valid and in force. The invalid or unenforceable provision shall be either (i) amended as necessary to ensure its validity and enforceability, while preserving the parties' intentions as closely as possible or, if this is not possible, (ii) construed in a manner as if the invalid or unenforceable part had never been contained therein.

IN WITNESS WHEREOF, this Addendum is entered into and becomes a binding part of the Principal Agreement with effect from the date first set out above.

Controller:

Signature _____

Name _____

Title _____

Date Signed _____

Processor: Adkomo Limited

Signature :

Name: Frederic Deschamps

Title: CEO

Date Signed : 18/07/2018

ANNEX 1: DETAILS OF PROCESSING OF CONTROLLER PERSONAL DATA

This Annex 1 includes certain details of the Processing of Company Personal Data as required by Article 28(3) GDPR.

Subject matter and duration of the Processing of Company Personal Data

The subject matter and duration of the Processing of the Controller Personal Data are set out in the Principal Agreement and this Addendum.

The nature and purpose of the Processing of Company Personal Data

Controller Personal Data are processed to run Online and Mobile marketing campaign for the controller

The types of Company Personal Data to be Processed

The type of data to be processed includes:

End User Data

- IP Address
- User Agent information (e.g. Device information, Browser information, OS information)
- Mobile Advertising Identifiers (e.g. Google Advertising ID, Apple Advertising ID)
- Ad Context (e.g. app/web page, meta-data, domain category, referrer, …)

Business User Data

- Full name
- Messenger ID (e.g. Skype ID)
- Email address (for login to the Affiliate plateform)
- Job Title
- Professional Phone number

The categories of Data Subject to whom the Controller Personal Data relates

Relates to Mobile and Internet users

The obligations and rights of Company and Company Affiliates

The obligations and rights of Company and Company Affiliates are set out in the Principal Agreement and this Addendum.