



ID5 ID SITE AGREEMENT

IMPORTANT – PLEASE READ CAREFULLY

1 Introduction and Agreement.

- 1.1 This ID5 ID Site Agreement (“**Agreement**”) represents, as of the Commencement Date, a binding legal agreement between by and between ID5 Technology Limited (“**ID5**”) and the legal entity set forth opposite the “Accept” button at the bottom of this Agreement (“**Company**”). ID5 and Company may be referred to herein together as the “**Parties**”, and each may be referred to herein as a “**Party**”. By clicking the “Accept” button at the bottom of this Agreement: (a) Company agrees that: (i) Company’s use of the ID5 ID Site Offering is and will be subject to the terms and conditions of this Agreement; and (ii) Company will comply with and be bound by the terms and conditions this Agreement; and (b) the person clicking the “Accept” button represents and warrants that he or she has been duly authorized to bind Company to this Agreement.
- 1.2 Definitions for certain capitalized terms used in this Agreement are provided below (including in Section 14 at the bottom of this Agreement).

2 ID5 ID Site Offering; Rights; Controlled Affiliates.

- 2.1 ID5 ID Site Offering. When a Visitor accesses any of the Company Sites, subject to such Visitor’s elections and without limiting any of ID5’s rights under Section 8.1 hereof, ID5, through the ID5 ID Site Offering and the ID5 Tag, may (a) generate, recognize, and/or store the ID5 ID, (b) collect ID5 Tag Data, and (c) take such additional actions as configured or otherwise elected by Company in connection with its use of the ID5 ID Site Offering. Subject to the terms and conditions of this Agreement (including, without limitation, Section 8.1 hereof), ID5 will: (i) use such ID5 IDs (A) to help ID5 recognize Visitors and their browsers, devices, and/or operating systems and (B) to generate on Company’s behalf first-party storage (mapped to the applicable Company Site(s)’s domain(s)/app(s)) that enables Company to store ID5 IDs in association with the applicable Visitors; and (ii) supply to Company’s selected digital advertising partners on Company’s behalf, ID5 IDs to facilitate such digital advertising partners’ (A) delivery of advertising that is or may be customized to such Visitors’ interests and (B) reporting and measurement of the ads Visitors have seen. Notwithstanding anything to the contrary in this Agreement (including, without limitation, in this Section 2.1), the ID5 ID Site Offering does not include, and will not be deemed to include, advertising or any element (including, without limitation, delivery and/or customization) thereof.

2.2 Rights.

- (a) ID5 ID Site Offering. The ID5 ID Site Offering is provided subject to the terms and conditions of this Agreement and the ID5 ID Site Offering Requirements. ID5 hereby grants Company a non-exclusive, non-transferable (except pursuant to an assignment permitted under Section 13.3 hereof), and (without limiting Company’s rights with respect to its Controlled Affiliates under Section 2.3 hereof) non-sublicensable right and license during the term of this Agreement to access and use the ID5 ID Site Offering hereunder, pursuant to which Company may access and share with its selected advertising partners (in accordance with the consent elections (if applicable) of Visitors) an encrypted instance of the ID5 ID, in each case solely for Company’s internal business purposes.
- (b) ID5 Tag; ID5 Tag Data. By implementing the ID5 ID Site Offering and using it on any of the Company Sites, Company (and any Company Controlled Affiliate(s) under Section 2.3 hereof) will be deemed to have hereby granted ID5 a royalty-free, fully paid-up, irrevocable, worldwide right and license: (i) to utilize the ID5 Tag on such Company Sites throughout the term of this Agreement in order for ID5 to provide the ID5 ID Site Offering and services associated therewith and to develop,



maintain, and improve ID5's products and services; and (ii) to collect ID5 Tag Data on and from such Company Sites throughout the term of this Agreement.

(c) Proprietary Rights. As between the Parties: (i) ID5 owns and will retain all right, title and interest in and to its property (including, without limitation, the ID5 ID Site Offering), and all components and elements of the foregoing (in each case, including, without limitation, all software, technologies, concepts, methodologies, techniques, models, templates, algorithms, trade secrets, processes, information, materials, source codes, and know-how contained therein or related thereto, all modifications, updates, enhancements, and derivative works thereof, all documentation and manuals related thereto, and all other aspects thereof), the name "ID5" and any and all derivatives thereof, and any other trademarks and logos that are owned or controlled by ID5 and made available to Company hereunder, and all intellectual property and proprietary rights in and to all of the foregoing; and (ii) Company owns and will retain all right, title and interest in and to its property, and all intellectual property and proprietary rights therein and thereto. Notwithstanding anything to the contrary in this Agreement, data derived from ID5's products and services, including, without limitation, connections/associations that utilize User IDs included within Company Supplied Data, will not be deemed a derivative work(s) of Company's property. Each Party reserves any and all rights not expressly granted in this Agreement and disclaims all implied licenses, including, without limitation, implied licenses to trademarks, copyrights, trade secrets and patents.

2.3 Controlled Affiliates. Company's Controlled Affiliates may use the ID5 ID Site Offering under this Agreement from ID5 or the applicable ID5 Affiliate; provided that Company will be liable for the acts and omissions of each of its Controlled Affiliates in connection with the ID5 ID Site Offering hereunder to the extent any of such acts or omissions, if performed by Company, would constitute a breach of, or otherwise give rise to liability under, this Agreement.

3 Representations, Warranties, and Covenants; Additional Obligations.

3.1 General. Each Party represents and warrants to the other Party that: (a) it has, and throughout the term of this Agreement will have, all necessary rights, power, and authority to enter into this Agreement and to perform its obligations hereunder; (b) its execution of this Agreement and performance of its obligations hereunder do not and will not violate any other agreement to which it is a party; and (c) when executed and delivered by both Parties, this Agreement will constitute the legal, valid and binding obligation of such Party.

3.2 Additional Company Obligations. Throughout the term of this Agreement, without limiting any of its obligations under this Agreement, Company will: (a) use commercially reasonable efforts to prevent unauthorized access to or use of the ID5 ID Site Offering, and promptly notify ID5 if it becomes aware of any such unauthorized access or use; (b) be solely responsible for all use of the ID5 ID Site Offering hereunder (including, without limitation, all use of the ID5 IDs received from ID5 hereunder; and (c) comply with the ID5 ID Site Offering Requirements.

4 Security.

4.1 Information Security Standard. Each Party agrees that it will use commercially reasonable efforts to maintain administrative, technical, and physical safeguards that are no less rigorous than industry standard practices to ensure the security and confidentiality of Personal Information, protect against any anticipated threats or hazards to the confidentiality, availability, or integrity of Personal Information, and protect against unauthorized access, use, or alteration of Personal Information.

4.2 Written Information Security Program. Each party shall maintain, in writing, reasonable security procedures and practices ("Written Information Security Program" or "WISP") that are necessary to



protect Personal Information within its control from unauthorized access, destruction, use, modification, or disclosure.

5 Additional Offering Rules.

Without limiting any of Company's obligations under this Agreement, Company will not, will not attempt to, and will not assist or knowingly permit any third party to:

- (a) Use the ID5 ID Site Offering for any fraudulent purpose or otherwise in violation of any Applicable Law(s);
- (b) Copy, reproduce, modify, translate, host, sublicense, lease, transfer, resell, disassemble, decompile, reverse engineer, or create derivative works from or in respect of the ID5 ID Site Offering or any aspect (including any algorithm(s), technique(s), or non-public feature(s)) thereof (provided that nothing in this clause (b) will be deemed to prohibit Company from utilizing any features of the ID5 ID Site Offering made publicly available by ID5 (e.g., (i) ID5's open-sourced JavaScript library and (ii) ID5's open-sourced sub-module within the open-sourced JavaScript Prebid module) in accordance with the terms and conditions of the applicable license under which such features are so made available);
- (c) Send or provide to ID5, including via the ID5 ID Site Offering, any material that is or is intended to be technically harmful (including viruses, worms, Trojan horses, logic bombs, or other malicious code or features);
- (d) Damage, impair, disable, tamper with, or misappropriate any aspect of the ID5 ID Site Offering;
- (e) Interfere or attempt to interfere (whether through a device, software, mechanism, routine, or otherwise) with the proper working of any aspect of the ID5 ID Site Offering;
- (f) Breach any security measure provided by, or circumvent any access or use restrictions of, the ID5 ID Site Offering;
- (g) Use the ID5 ID Site Offering (i) for the purposes of making a decision about a Visitor's eligibility for employment, health care, credit or insurance, or (ii) to make a decision, solely by automatic means, that produces legal effects concerning, or has a similarly significant effect on, the Visitor;
- (h) Provide to ID5 any Personally-Identifiable Information or Sensitive Data (in each case, including, without limitation, in or in connection with the Company Supplied Data); or
- (i) Use the ID5 ID Site Offering or any aspect thereof (i) on any website directed to children under the age of 16 or (ii) to collect or use, or to cause ID5 to collect or use, data derived from Visitors Company knows to be under the age of 16.

6 Fees.

Neither Party will be charged any fees for the use and/or provision of the ID5 ID Site Offering under this Agreement. For purposes of clarification, other ID5 product and service offerings, such as ID5's "ID5 IdentityCloud Offering" (which is subject to service fees), are excluded from the scope of this Agreement.

7 Confidentiality.

The receiving Party may use Confidential Information only to exercise its rights and fulfil its obligations under this Agreement and must use reasonable care to protect Confidential Information. The receiving



Party will not disclose Confidential Information, except to employees and Subcontractors who need to know it and who are obligated to keep it confidential.

8 Data; Data Protection; Feedback.

8.1 Data.

- (a) Company Supplied Data. With respect to the Company Supplied Data processed under this Agreement, as between ID5 and Company, Company will own such Company Supplied Data; provided that Company hereby grants ID5 a non-exclusive, royalty-free, fully paid-up, irrevocable, perpetual, worldwide right and license to use such Company Supplied Data in connection with the ID5 ID Site Offering and/or otherwise in accordance with the ID5 Privacy Notice, which usage may include, without limitation, to provide, develop, maintain, and improve ID5's products and services.
- (b) ID5 IDs. With respect to the ID5 IDs provided by ID5 to Company, or otherwise processed by ID5, under this Agreement, as between ID5 and Company, ID5 will own such ID5 IDs; provided that ID5 hereby grants Company a non-exclusive, revocable, worldwide right and license to use such ID5 IDs in connection with the ID5 ID Site Offering and/or otherwise in accordance with Company's privacy policy, in each case subject to the terms and conditions of this Agreement.
- (c) ID5 Tag Data. With respect to the ID5 Tag Data processed by ID5 under this Agreement, as between ID5 and Company, ID5 will own such ID5 Tag Data.

8.2 Data Protection.

- (a) Applicable Privacy Laws. Throughout the term of this Agreement, each Party will comply with Applicable Privacy Laws. In the event a change in Applicable Privacy Laws necessitates a revision to any of the terms of this Agreement, the Parties will work together in good faith to attempt to agree upon such a revision.
- (b) Notice. To the extent required by Applicable Privacy Laws, the ID5 website will prominently display, and each of the Company Sites will prominently display, a user-friendly, easily-accessible, clear, and comprehensive privacy policy that (i) complies with all Applicable Privacy Laws and (ii) if and as applicable, provides end users and/or Visitors (A) clear and unambiguous notice about data collection for Targeted Advertising and the Permitted Purposes as defined herein (through the applicable party's products and/or services and/or on the applicable party's Company Sites, as applicable), (B) a clear and unambiguous description of the data so collected and the means of such collection, and (C) a conspicuous link to the ID5 Opt-Out and, if and as applicable, to an industry-standard opt-out mechanism(s), such as the opt-out page(s)/tool(s) of the [Network Advertising Initiative](#) and/or the [Digital Advertising Alliance](#).
- (c) Consent. To the extent required by Applicable Privacy Laws, if Company uses an ID5 Tag on a Company Site(s) and/or provides Company Supplied Data to ID5, Company will provide Visitors to the Company Sites clear and conspicuous privacy notice about, and will obtain any and all required consents for, ID5's use of cookies and other User IDs, other storing and/or accessing of information stored on Visitors' devices, and other processing of personal data/information in connection with the ID5 ID Site Offering hereunder.
- (d) European Data Protection Law and ePD. If and to the extent that European Data Protection Law and/or ePD applies hereunder, the Parties will also comply with the provisions of [Exhibit A](#) attached hereto.



(e) Applicable U.S. Privacy Laws. If and to the extent that Applicable U.S. Privacy Laws apply hereunder and/or if any of the Company Supplied Data and/or ID5 Tag Data constitutes U.S. Personal Information, the Parties will also comply with the provisions of Exhibit B attached hereto.

8.3 Feedback. If Company provides any Feedback to ID5:

(a) ID5 will have full discretion to determine whether or not to proceed with the development of the requested enhancements, new features and/or functionality, in whole or in part;

(b) Company will be deemed to have hereby granted ID5 a royalty-free, fully paid-up, irrevocable, perpetual, worldwide license to use such Feedback for any lawful purpose, including, without limitation, the development and/or improvement of features and/or functionality for the ID5 ID Site Offering and/or any other ID5 products and/or services; provided that ID5 will not publicly disclose any of the Feedback in such a way as to identify or that would reasonably be expected to identify Company as the source of such Feedback.

9 **Publicity; Press Releases.**

Company hereby grants ID5 the limited right to use Company's name and logo(s) on client lists and informational materials, including on ID5's website; provided that ID5 complies with all written (including email) standards, policies, and guidelines provided to ID5 by Company with respect thereto. Except as set forth in the preceding sentence or as necessary to comply with any Applicable Law, neither Party will issue any publicity or general marketing communications concerning this relationship without the prior written (including email) consent of the other Party.

10 **Term; Termination; Suspension.**

10.1 Unless earlier terminated in accordance with the provisions hereof: (a) the initial term of this Agreement will commence as of the Commencement Date and continue for 12 months; and (b) thereafter, this Agreement will automatically renew for additional 12 months periods, unless either Party provides the other Party with notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term. Notwithstanding anything to the contrary in the foregoing, Company may terminate this Agreement at any time by providing ID5 with at least five (5) business days' prior notice.

10.2 Each Party may terminate this Agreement immediately on notice to the other Party that it is in material breach hereof; provided that, if the breach is capable of cure, the breaching Party will have thirty (30) days from the notice date to cure the breach to the non-breaching Party's reasonable satisfaction. Without limiting any of ID5's rights under this Agreement (including, without limitation, under the first sentence of this Section 10.2), ID5 may immediately suspend the provision and use of any or all products and services hereunder, in whole or in part, on notice to Company if, in ID5's reasonable discretion, Company (including, for purposes of clarification, any Company Controlled Affiliate(s) under Section 2.3 hereof) breaches any of the clauses of Section 5 hereof.

10.3 Notwithstanding termination of this Agreement, any provisions hereof that by their nature are intended to survive will survive termination.

11 **DISCLAIMERS; LIMITATION OF LIABILITY.**

11.1 ID5 PROVIDES THE ID5 ID SITE OFFERING ON AN "AS-IS" BASIS AND, EXCEPT FOR ITS WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, HEREBY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE (INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE). WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, COMPANY



HEREBY ACKNOWLEDGES THAT ID5 DOES NOT WARRANT THAT THE ID5 ID SITE OFFERING, OR ANY ASPECT THEREOF, WILL BE PROVIDED IN AN UNINTERRUPTED OR ERROR-FREE FASHION AT ALL TIMES.

- 11.2 TO THE FULLEST EXTENT PERMITTED BY LAW REGARDLESS OF THE THEORY OR TYPE OF CLAIM: (a) YOUR SOLE AND EXCLUSIVE REMEDIES ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, YOUR USE OF THE ID5 ID SITE OFFERING HEREUNDER AND/OR ANY BREACH OF THIS AGREEMENT BY ID5) ARE TO TERMINATE THIS AGREEMENT AND/OR DISCONTINUE YOUR USE OF THE ID5 ID SITE OFFERING; AND (b) IN NO EVENT WILL ID5, ANY OF ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, EQUITYHOLDERS, OR AGENTS BE LIABLE UNDER THIS AGREEMENT, WHETHER IN LAW OR EQUITY, FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT (INCLUDING YOUR USE OF, OR INABILITY TO USE, THE ID5 ID SITE OFFERING OR ANY ASPECT THEREOF), INCLUDING, WITHOUT LIMITATION, ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF ID5 IS AWARE OR SHOULD KNOW THAT SUCH DAMAGES ARE POSSIBLE. IN NO EVENT SHALL ID5 BE LIABLE IN ANY MANNER FOR ANY CLAIMS OR DAMAGES OF ANY KIND ARISING FROM OR RELATING TO USE OF COMPANY SUPPLIED DATA OR ID5 TAG DATA SO LONG AS SUCH USE IS IN ACCORDANCE WITH THIS AGREEMENT, AND YOU AGREE AND COVENANT NOT TO ASSERT ANY CLAIM FOR ANY SUCH DAMAGES.
- 11.3 THE LIMITATIONS AND DISCLAIMERS/EXCLUSIONS OF LIABILITY SET OUT IN SECTIONS 11.1 AND 11.2 HEREOF WILL NOT APPLY IN RESPECT OF:
- (a) ANY INTENTIONALLY HARMFUL OR FRAUDULENT ACT OR OMISSION OF ID5;
 - (b) ANY FRAUDULENT MISREPRESENTATION OR MISSTATEMENT BY ID5;
 - (c) DEATH OR PERSONAL INJURY CAUSED BY ID5'S NEGLIGENCE; OR
 - (d) ANY OTHER LIABILITY THAT MAY NOT BE LIMITED OR EXCLUDED BY APPLICABLE LAW.

12 Indemnification.

Company agrees to defend, indemnify, and hold harmless ID5, its Affiliates, and its and their respective officers, directors, employees, representatives, equity holders, and agents from all third-party claims and liabilities (including, without limitation, reimbursement for reasonable outside attorneys' fees and disbursements) arising out of or related to Company's or any Company Controlled Affiliate(s)'s breach or alleged breach of this Agreement.

13 Miscellaneous.

- 13.1 All notices under this Agreement must be made in writing (including, without limitation, email) and sent to the attention of: (a) if to Company, as set forth opposite the "Accept" button at the bottom of this Agreement; and (b) if to ID5, ID5's CEO (at 8 Devonshire Square, London EC2M 4YJ, United Kingdom or contact@id5.io). Each Party may change its contact for notices by providing not less than five (5) business days' prior notice to the other Party. Notice will be deemed given when delivered.
- 13.2 This Agreement is governed by the laws of England and Wales, excluding principles of conflicts of law and is subject to the exclusive jurisdiction of the Courts of England, AND THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN THOSE COURTS. This Agreement will not be governed by the United Nations Convention of Contracts for the International Sale of Goods, the application of which is hereby expressly excluded. Nothing in this Agreement (including, without limitation, in this Section 13.2) will limit a Party's ability to seek equitable relief in any court of competent jurisdiction.



- 13.3 Neither Party may assign or transfer any part of this Agreement without the written consent of the other Party; provided, however, that this Agreement may be assigned, without the other Party's written consent, (a) by either Party to a person or entity that acquires, by sale, merger or otherwise, all or substantially all of such assigning Party's assets, stock, or business, and (b) by ID5 to an Affiliate of ID5. Subject to the foregoing, this Agreement will bind and inure to the benefit of the Parties, their respective successors and permitted assigns. Any attempted assignment in violation of this Section 13.3 will be void and of no effect.
- 13.4 This Agreement is the Parties' entire agreement relating to its subject and supersedes any prior or contemporaneous agreements on that subject. Without limiting any of ID5's rights or any of Company's obligations with respect to the ID5 ID Site Offering Requirements, all amendments hereto must be executed by both Parties and expressly state that they are amending this Agreement. Failure to enforce any provision of this Agreement will not constitute a waiver. If any provision of this Agreement is found unenforceable, it and any related provisions will be interpreted to best accomplish the unenforceable provision's essential purpose. No presumption or burden of proof will arise favouring or disfavouring either Party by virtue of the authorship of any of the provisions of this Agreement. The headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.
- 13.5 Each Party may use Subcontractors in connection with its performance under this Agreement; provided that such Party is liable for the acts and omissions of its Subcontractors. There are no third-party beneficiaries to this Agreement. The Parties are independent contractors, and this Agreement does not create an agency, partnership or joint venture.
- 13.6 Neither Party will be liable for any acts or omissions resulting from circumstances or causes beyond its reasonable control. Without limiting the generality of the foregoing, and notwithstanding anything to the contrary in this Agreement (including, for purposes of clarification, any Exhibit), ID5 does not guarantee that the ID5 ID Site Offering will be operable at all times or during any down time caused by outages to any public Internet backbones, networks or servers, any failures of equipment, systems or local access services, or for previously scheduled maintenance.
- 13.7 Company may not resell the ID5 ID Site Offering or any aspect thereof.

14 Definitions.

"Affiliate" means, with respect to a Party, an entity that, directly or indirectly, controls, is controlled by, or is under common control with such Party.

"Applicable Laws" means, collectively, all now existing or hereinafter enacted or amended laws, rules, regulations (including, for purposes hereof, self-regulatory obligations), and/or sanctions programs applicable to a Party's performance hereunder (including, for purposes of clarification and without limitation, Applicable Privacy Laws).

"Applicable Privacy Laws" means, collectively, all now existing or hereinafter enacted or amended laws, statutes, rules, and/or regulations that are in effect during the Term (including, for purposes hereof, self-regulatory obligations) which relate to "personal data" or "personal information", including (without limitation): (a) European Data Protection Laws; (b) ePD; and (c) Applicable U.S. Privacy Laws.

"Applicable U.S. Privacy Laws" means any U.S. state or federal privacy or security law and/or self-regulatory code that are in effect during the Term, and which relate to "personal data" or "personal information", including (without limitation): The Children's Online Privacy Protection Act ("COPPA"),



Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), Section 5 of the Federal Trade Commission Act (“FTC Act”), the Virginia Consumer Data Protection Act, the California Consumer Privacy Act (“CCPA”), the Colorado Privacy Act, the Connecticut Data Protection Act, the Utah Consumer Privacy Act, each as amended, replaced or supplemented from time to time, and all subordinate legislation made under them, together with any codes of practice, regulations or other guidance issued by the governments, agencies, data protection regulators, or other authorities in the relevant countries, states or other jurisdictions, and (to the extent applicable to the parties) the Digital Advertising Alliance self-regulatory codes.

“**Commencement Date**” means the date this Agreement is accepted and agreed by Company by clicking the “Accept” button at the bottom of this Agreement.

“**Company Site**” means each of the websites, apps, and other properties, content, files, and technology owned, licensed, operated, or controlled by Company (and/or any Company Controlled Affiliate(s) under Section 2.3 hereof), and/or on which Company (and/or any Company Controlled Affiliate(s) under Section 2.3 hereof) otherwise has obtained all necessary rights to use the ID5 ID Site Offering, on which an ID5 Tag is placed hereunder or Company Supplied Data is collected.

“**Company Supplied Data**” means data collected by Company (and/or any Company Controlled Affiliate(s) under Section 2.3 hereof) directly from a particular Visitor outside the ID5 ID Site Offering and provided by Company (and/or any Company Controlled Affiliate(s) under Section 2.3 hereof) to ID5 hereunder (which may include, for purposes of clarification and without limitation, a hashed email address(es)).

“**Confidential Information**” means any information that is disclosed, provided, or made accessible by, or on behalf of, one Party to the other Party in connection with this Agreement, and that is identified as “confidential” or “proprietary” or that, given the nature of the information or material, or the circumstances surrounding the disclosure or provision, reasonably should be understood to be confidential or proprietary (e.g., product or business plans), but does not include information that the receiving Party already knew, becomes public through no fault of the receiving Party, or was independently developed by the receiving Party without reference to the disclosing Party’s confidential information.

“**Controlled Affiliate**” means, with respect to a Party, an entity that, directly or indirectly, is controlled by such Party.

“**ePD**” means the e-Privacy Directive (Directive 2002/58/EC), as amended and transposed into the law of any country of the EEA, the UK, and/or Switzerland, and/or any regulation or legislation replacing the foregoing.

“**EU GDPR**” means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.

“**European Data Protection Law**” means each of (a) EU GDPR, (b) UK GDPR, and (c) the Swiss DPA.

“**Feedback**” means any and all suggestions and comments provided by or on behalf of Company regarding features, functionality, enhancements, or performance for or of the ID5 ID Site Offering or new or other ID5 offerings.



“GDPR Personal Data” means “personal data” (as defined by applicable European Data Protection Law) relating to a European Economic Area (“EEA”), United Kingdom (“UK”), or Switzerland data subject.

“ID5 ID” means a unique ID5 User ID.

“ID5 ID Site Offering” means ID5’s proprietary set of code (including, without limitation, the ID5 Tags), applications, tools, analytics, methods and systems designed to enable ID5’s clients to retrieve an ID5 ID, in each case encrypted on behalf of the particular client, and to distribute it to their respective advertising partners for the property(ies) on which such service is made available; provided that, notwithstanding anything to the contrary herein, the ID5 ID Site Offering does not include advertising or any element (including, without limitation, delivery and/or customization) thereof.

“ID5 ID Site Offering Requirements” means, collectively, all applicable written (which includes both printed and electronic) requirements, specifications, and technical standards of ID5 and third parties as may be set forth in the ID5 user interface for the ID5 ID Site Offering, the ID5 wiki, and/or in ID5 documentation (currently available at: <https://github.com/id5io/id5-api.js> and <https://wiki.id5.io>), in each case as may be modified from time to time (provided that ID5 will provide notice by email to Company of material changes to the ID5 ID Site Offering Requirements).

“ID5 Opt-Out” means ID5’s opt-out website that provides end users and visitors the ability to opt out of the ID5 ID Site Offering (which opt-out is currently available at <https://id5-sync.com/privacy>).

“ID5 Privacy Notice” means ID5’s platform privacy policy, which discloses, and throughout the term of this Agreement will disclose, ID5’s practices with respect to the collection, use, and disclosure of ID5 Tag Data (which policy (i) may change from time to time and (ii) is currently available at <https://id5.io/platform-privacy-policy>).

“ID5 Tag” means any programming code, HTML, SDK, file, or other mechanism that ID5 may make available to its clients to use on or in such clients’ “Company Sites”, in each case in order to enable ID5 to write, read, access, associate, and/or create User IDs.

“ID5 Tag Data” means any and all data collected by an ID5 Tag on a Company Site(s), including, without limitation, data regarding the requesting of the ID5 ID, such as an IP address(es), user-agent string(s), page URL(s), and timestamp(s); provided that ID5 Tag Data does not include Company Supplied Data.

“Opt-out Request” means a Visitor initiated request to opt-out from certain uses of Personal Information, including a request to opt-out of: (1) sale or sharing of Personal Information, (2) Targeted Advertising, and/or (3) profiling to the extent required under Applicable Privacy Laws.

“Personal Information” or **“Personal Data”** shall mean: (1) any information relating to an identified or identifiable natural person or household; and (2) any information defined as “Personally Identifiable Information,” “personal information,” “personal data” or similar terms as such terms are defined under Applicable Privacy Laws.

“Personally-Identifiable Information” means information used or intended to be used to identify a particular individual, including, without limitation, an un-hashed name, address, telephone number, email address, financial account number, or government-issued identifier.



“Sensitive Data” means data that constitutes “sensitive data”, a “special category of data”, or a corresponding term denoting a substantially similar meaning under an Applicable Law, including but not limited to: financial account numbers, insurance plan numbers, precise information about health or medical conditions, medical records or pharmaceutical prescriptions, government-issued identifiers (such as a Social Security number), race, ethnicity, religion, trade union membership, sexual orientation, genetic or biometric information and precise location information such as GPS coordinates.

“Subcontractor” means, with respect to a party, a contractor, subcontractor, consultant, third-party service provider, or agent engaged by such party in connection with its use or provision of the ID5 ID Site Offering under this Agreement.

“Swiss DPA” means the Federal Data Protection Act of 19 June 1992 (Switzerland) (as the same may be superseded by the Swiss Data Protection Act 2020).

“Targeted Advertising” means the use of previously collected data about an individual, browser, or device to tailor advertising across unaffiliated web domains, applications, or properties, or on devices, based on attributes, preferences, interests, or intent linked to or inferred about that individual, browser, or device and/or as defined under Applicable Privacy Laws.

“UK GDPR” has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the UK Data Protection Act 2018.

“U.S. Personal Information” means “personal information” (as defined by Applicable U.S. Privacy Laws) of a data subject located in the United States and governed under Applicable U.S. Privacy Laws.

“User ID” means a unique identifier that may be associated with an end user or visitor, such as a cookie ID, a mobile advertising identifier, a hashed email address, or any other identifier.

“Visitor” means an end user of or visitor to a Company Site.

ID5 TECHNOLOGY LIMITED

COMPANY

Signature:

Signature:

Name:

Name:

Date:

Date:



EXHIBIT A

European Data Protection Law/ePD

- (1) Legal Basis. Each Party will be a “controller” with respect to the GDPR Personal Data it processes under this Agreement. Without limiting any of either Party’s obligations under this Agreement, each Party will (a) ensure that it has a legal basis for its processing of such GDPR Personal Data and (b) implement and maintain appropriate technical and organizational measures to ensure a level of security appropriate to the risk of its processing of such GDPR Personal Data.
- (2) IAB EU TCF Framework. With respect to each of the Company Sites, Company will (i) inform ID5 in accordance with the then-current IAB Europe Transparency and Consent Framework (or such other technical standard, if any, agreed to in writing by the Parties) that the conditions of Section 8.2(c) of this Agreement are met or (ii) prevent ID5 Tags from executing with respect to EEA, Switzerland, and UK data subjects unless such conditions are met. Company understands and agrees that ID5 may request proof of consent with respect to ID5’s receipt of Company Supplied Data and/or ID5 Tag Data and Company shall respond to such requests within a reasonable time so as to ensure that ID5 is able to demonstrate such proof of consent.
- (3) Data Subject Requests; Regulatory Inquiries.
 - (a) ID5 Tag Data. If any Visitor contacts Company to exercise his or her rights under European Data Protection Law with respect to the ID5 Tag Data collected by ID5 under this Agreement or if Company is contacted by a supervisory authority with respect to the processing of such ID5 Tag Data, Company will promptly (and in any event no later than five (5) business days) following receipt of the request, forward all relevant information regarding such request to ID5 at privacy@ID5.com. For the avoidance of doubt, Company is not authorized to answer on ID5’s behalf.
 - (b) ID5 IDs.
 - (i) If any Visitor contacts Company to exercise his or her rights under European Data Protection Law with respect to the ID5 IDs provided to Company by ID5 under this Agreement, or if Company is contacted by a supervisory authority with respect to the processing of such ID5 IDs, Company will promptly (and in any event no later than five (5) business days) following receipt of the request, forward all relevant information regarding such request to ID5 at privacy@ID5.com. For the avoidance of doubt, Company is not authorized to answer on ID5’s behalf.
 - (ii) If any Visitor contacts ID5 to exercise his or her rights under European Data Protection Law specifically with respect to ID5 IDs provided to Company by ID5 under this Agreement, or if ID5 is contacted by a supervisory authority specifically with respect to the processing of such ID5 IDs, ID5 will promptly (and in any event no later than five (5) business days) following receipt of the request, forward all relevant information regarding such request to Company at the email address provided by Company. For the avoidance of doubt, ID5 is not authorized to answer on Company’s behalf.
 - (c) Company Supplied Data.
 - (i) If any Visitor contacts ID5 to exercise his or her rights under European Data Protection Law with respect to the Company Supplied Data provided by Company to ID5 under this Agreement, or if ID5 is contacted by a supervisory authority with respect to the processing of such Company Supplied Data, ID5 will promptly (and in any event no later than five (5) business days) following receipt of the request, forward all relevant information regarding such request to Company at the email address provided by Company. For the avoidance of doubt, ID5 is not authorized to answer on Company’s behalf.



- (ii) If any Visitor contacts Company to exercise his or her rights under European Data Protection Law specifically with respect to the Company Supplied Data provided by Company to ID5 under this Agreement, or if Company is contacted by a supervisory authority specifically with respect to the processing of such Company Supplied Data, Company will promptly (and in any event no later than five (5) business days) following receipt of the request, forward all relevant information regarding such request to Company at privacy@id5.com. For the avoidance of doubt, Company is not authorized to answer on ID5's behalf.
- (4) ID5 Affiliates. If (x) any of the Company Supplied Data or ID5 IDs constitute GDPR Personal Data (such Company Supplied Data, "**Company GDPR Personal Data**"; and such ID5 IDs, "**ID5 GDPR Personal Data**") and (y) ID5 undertakes a transfer of any Company GDPR Personal Data or ID5 GDPR Personal Data to any of its Affiliates in a jurisdiction not subject to an applicable adequacy determination, such transfer and further Processing by such recipient ID5 Affiliate(s) will be governed by applicable intercompany Standard Contractual Clauses between ID5 (as data exporter) and such recipient ID5 Affiliate(s) (as data importer). "**Standard Contractual Clauses**" means: (i) where the EU GDPR or the Swiss DPA applies, Module One (controller to controller transfers) of the contractual clauses annexed to the European Commission's Implementing Decision 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council (together with the Appendix and all Annexes thereto); and (ii) where the UK GDPR applies, standard data protection clauses (controller to controller transfers) adopted pursuant to or permitted under Article 46 of the UK GDPR (together with all Annexes thereto, and as the same may be replaced with the appropriate version (and module, if applicable) of any superseding UK Standard Contractual Clauses (controller to controller transfers) as may be issued by the UK Information Commissioner's Office after the Commencement Date).



EXHIBIT B

U.S. Privacy Laws

1. Roles. With respect to Company Supplied Data and/or ID5 Tag Data, Company will be “business”, “third-party” and/or data “controller” and ID5 is a “third party” and/or data “controller” (each, as defined by Applicable U.S. Privacy Laws).
2. Nature of Data Supplied. Company Supplied Data and ID5 Tag Data shall be pseudonymous Personal Information. Company represents and warrants that Company Supplied Data and ID5 Tag Data do not include information: (a) that Company knows or reasonably should know is from or about children under the age of 16; (b) that contains “protected health information” as defined under HIPPA; (c) that is obtained from websites, mobile apps or other forms of media which are “covered entities” under HIPPA or are “child-directed” as defined under COPPA; or (d) that contains Personally-Identifiable Information or Sensitive Data.
3. Notice Obligations. Company will: (a) provide a privacy notice that is in compliance with Applicable U.S. Privacy Laws and clearly describes the Company Supplied Data and/or ID5 Tag Data being collected, used, disclosed, and otherwise processed as contemplated hereunder, including the Permitted Purposes for such data, and (b) obtain all necessary rights and legally required consents, and offer, effect, and honour all legally required choices, for such collection, use, disclosure, and other processing in compliance with Applicable U.S. Privacy Laws.
4. Opt-out Obligations. If any Visitor submits or otherwise makes an Opt-out Request under Applicable U.S. Privacy Laws with a Party, then, with respect to such Visitor, such Party will not disclose such Visitor’s U.S. Personal Information to the other Party.
5. The Business Purpose(s); ID5 will (i) use the Company Supplied Data and/or the ID5 Tag Data to create the ID5 IDs and to use such ID5 IDs for the following business purposes: (A) to help ID5 recognize Visitors and their browsers, devices, and/or operating systems; (B) to generate on Company’s behalf first-party storage (mapped to the applicable Company Site(s)’s domain(s)/app(s)) that enables Company to store ID5 IDs in association with the applicable Visitors; and (ii) supply to Company’s selected digital advertising partners on Company’s behalf, ID5 IDs to facilitate such digital advertising partners’ (A) delivery of Targeted Advertising that is or may be customized to such Visitors’ interests and (B) reporting and measurement of the ads Visitors have seen (each of the business purposes described above is a “Permitted Purpose”).
6. DSARs, Compliance Audits and Privacy Impact Assessments. The parties shall reasonably cooperate with respect to data subject access, deletion and similar rights and relevant privacy impact assessments where they are required under Applicable U.S. Privacy Laws.