

## SANOMA DATA PROTECTION APPENDIX FOR PROCESSING DATA AS PART OF ADVERTISING AND RELATED SERVICES

### AGREEMENT

This appendix (referred to as "DPA") applies to all agreements and / or campaigns where the advertiser, advertising or media agency, or other advertising network provider, supplier or a third party acting on their behalf (referred to as the "Partner") uses the advertisement space of web and mobile services (incl. web and mobile sites and applications), provided by Sanoma Media Finland Ltd or its affiliates (referred to as "Sanoma" or "Sanoma Network").

The DPA clarifies the roles and responsibilities of Sanoma and the Partner with regards to Sanoma data or Partner data that is processed while advertising in Sanoma's Network.

### Purpose & highlights

- Sanoma is committed to protecting our visitor's privacy and complying with privacy regulation including the EU General Data Protection Regulation (GDPR). The GDPR requires that all personal data processing between different parties is covered by data processing agreements. This document clarifies the roles and responsibilities regarding data processing when advertising in Sanoma's network or using related services.
- Personal Data is typically processed in connection to serving and measuring display advertising. Also other data than Personal data may be processed. In this DPA data is categorized based on its origin. Data processed during advertising in Sanoma's Network is either Sanoma Data or Partner Data. Both Sanoma Data and Partner Data may include Personal Data. It is also possible to use third party data while advertising. The party using the third party data is responsible for the compliance and agreements governing said data.
- Personal Data is processed in online advertising. Sanoma considers data collected through cookies and mobile IDs as Personal Data in particular when that data is used to collect a profile about or target advertising to Data Subjects.
- Data originating from Sanoma's Network and/or about Sanoma's Data Subjects, including site visitors, can be used only for the purpose of serving and measuring the advertising. It is not allowed to use Sanoma's Data for any other purpose unless otherwise agreed.
- When Sanoma is acting as Processor of Partner data, Sanoma will process the data according to the same principles as required from the Partner when Partner is processing data on behalf of Sanoma. These requirements are assigned for "Processor".
- The Processor shall be responsible for all data processing done in its systems or technologies and by its subcontractors. To make this document more readable we have moved legalese to the end. See section 6. for the applicable Laws and definitions.

### 1. What are the roles of the parties?

#### Controller:

- Sanoma is the Controller of Personal Data for all data originating from Sanoma's Network as well as for the data Sanoma provides for targeting of advertisements e.g. segments.
- Partner is the Controller of Personal Data that is collected outside Sanoma's Network and is in the control of Partner. For the sake of clarity, the Partner is presumed to be the Controller or to be acting on behalf of the Controller of Partner Data, it uses to target advertisements in Sanoma's Network.

#### Processor:

- Partner is the Processor of Sanoma Data, including data collected with cookies and similar technologies for measuring the effectiveness of advertisement originating, from Sanoma's Network and provided by Sanoma for the purpose of serving advertising (including but not limited to segments or other targeting or data products Sanoma offers).
- Sanoma is the Processor of Partner Data, when processing data about Data Subjects visiting Partner web and mobile services for the purpose of re-targeting advertisements for those visitors on Sanoma's Network. In these situations, Partner shall notify and/or obtain consent from Data Subjects according to the Laws. When Sanoma is acting as Processor of Personal data Sanoma does not process data for its independent purposes and Sanoma shall act according to Partners reasonable instructions. For the sake of clarity, when Partner Data is processed while serving or measuring advertisements Sanoma will not use Partner Data for any other purpose than to enable

the advertising on Sanoma's Network. If Sanoma has access to such Partner data Sanoma is a Processor of Personal Data.

## 2. Description of processing activities

- Serving and measuring advertisements: Partner may use cookies or other similar identification techniques in Sanoma's online and mobile services solely to serve advertising, and measure the impressions, reach and conversion rate of its campaign.
- Data used for targeting: Sanoma Data concerning Sanoma's online and mobile services and their visitors (Data Subjects) or impressions may be used only for targeting or re-targeting of advertisements within Sanoma's Network.
- Using Sanoma Data in programmatic buying: Sanoma Data concerning Sanoma's online and mobile services or their visitors or the offered ad impressions may be used solely a) to give a quotation for the said impressions or b) to build campaign net rating point and global frequency based on the Partner data.
- Disclosing and/or combining Sanoma Data: Sanoma Data may not be disclosed to third parties for their own independent purposes or combined with any other information.
- Sanoma's consent: Any exceptions to the above-mentioned processing require written consent from Sanoma and a valid legal base for processing (such as Data Subject consent).

## 3. Can Partners use subcontractors or transfer data outside EU/EEA?

- Subcontractors: The Processor shall be responsible for its systems, technologies and subcontractors as if they were part of its own operations.
- Data transfers: The Processor shall not (and shall procure that its subcontractors shall not) transfer or process Personal Data in a non-EEA country without agreeing on it beforehand in writing with the other party of this DPA. Separate agreement is not necessary if the statutory requirements regarding the processing of Personal Data outside the EU/EEA countries are complied with.
- Documentation: On the written request of the Controller, the Processor shall present a list of subcontractors and data transfers and their legal basis to the Controller.

## 4. Other requirements for processing of Personal Data

- Self-regulation: Sanoma and the Partner shall agree to comply with the European Framework for Online Behavioural Advertising of the Interactive Advertising Bureau (IAB) or other corresponding self-regulation principles valid at the time and to perform the necessary technical and other measures to fulfil the principles.
- Data deletion: No Personal data shall be processed for longer than is necessary for serving and measuring advertisements or campaigns or providing related services. All data shall be deleted at the latest one year after collection.
- Confidentiality: Processor shall ensure that persons authorised to process the Personal Data on committed themselves to confidentiality and are aware of the requirements and restrictions that the DPA imposes.
- Information Security: Processor shall implement and maintain at all times appropriate organizational, operational, managerial, physical and technical measures to protect the Personal Data and other data against accidental, unauthorized or unlawful destruction, loss, alteration, disclosure or access so that all processing is in compliance with Laws.
- Personal Data Breach: In the event of a Personal Data Breach (as defined in the Laws), the Processor will provide Controller with a written notice immediately upon becoming aware of it. Processor shall work together with Controller to quickly resolve the issue, and prevent further losses. Notification should be made via email to: cert (a) sanoma.com.
- Data Subject rights and data protection impact assessments: To the extent necessary taking into consideration the nature of the processing, Processor shall assist in a reasonable manner Controller to fulfill Data Subject rights and conduct data protection impact assessments.
- Auditing:
  - Sanoma shall have the right to perform checks on the use of cookies through its websites and through websites included in Sanoma's Network. If the check reveals that the Partner (or its client(s) and / or any 3rd party possibly engaged by the Partner) acts in violation of this DPA, Sanoma will inform the Partner and the Partner shall immediately correct its practices.
  - Upon request from Sanoma, Partner shall demonstrate to Sanoma how the Partner and its possible subcontractors comply with the requirements of this DPA.
- Technologies: Partner is not allowed to make use of flash cookies and/or (browser) fingerprinting or any other type of tracking technologies when advertising in Sanoma's Network.

**5. What if the DPA is not complied with?**

- In the event Processor breaches the terms of this DPA, Controller may at its own discretion immediately cancel all advertising campaigns and/or terminate all agreements concluded between the parties of this DPA with immediate effect.
- Processor is liable for any and all loss or damage suffered by Controller and/or the users of its online services arising out of breach of this DPA.

**6. What are the laws that shall be complied with and the relevant definitions for this DPA?**

Laws: shall mean applicable laws for the Processing or Personal Data under this DPA relating to data protection, privacy and security, including EU Directive 95/46/EC EU and Directive 2002/58/EC (collectively the “EU Directives”) and any amendments, replacements or renewals thereof, including but not limited to EU General Data Protection Regulation 2016/679, as well as all binding national laws implementing the EU Directives and other applicable binding data protection, privacy or data security directives, laws, regulations and rulings.

Definitions:

- “Controller” means the entity which determines the purposes and means of the Processing of Personal Data.
- “Processor” means the entity which Processes Personal Data on behalf of the Controller.
- “Sanoma data” means all data and segments (including but not limited to Personal Data) that originate from Sanoma’s Network or that is otherwise controller and provided by Sanoma.
- “Partner data” means all data and segments (including but not limited to Personal Data) that are controlled by the Partner or processed by Partner on behalf of Controller and/or originate from Partner’s web and mobile services.
- “Personal Data” means any information relating to an identified or identifiable natural person (Data Subject), as defined in the Laws. Identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as name, identification number, location data, or online identifier. Sanoma considers data collected through cookies or similar technologies and mobile IDs as Persona Data in particular when that data is used to profile or target Data Subjects.
- “Processing” shall mean any operation where by the Partner or its affiliates or subcontractors process Personal Data, such as collection, recording, storage, combining, organization, alteration, calculation, analysis, use, disclosure by transmission, dissemination, erasure or deletion.

This DPA has been executed in English in two (2) identical counterparts, one (1) for Sanoma and one (1) for Partner.

**Date and place**

**SANOMA MEDIA FINLAND**

**[Partner]**

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**Name: Hans Edin**

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**Name:**

**Title:**

**Title:**