Joint
Controller Agreement
(Art. 26 GDPR)
("Joint Controller Agreement" or "JCA")

between

Marketer
Address of Marketer

(hereinafter "**Marketer**")

and

Publisher
[Address of Publisher]

(hereinafter "**Publisher**")

and

the "**TCF 2.0 Vendors**"
(in accordance with Annex 2)

and
the "**Advertisers**"
(in accordance with Annex 2)

- hereinafter collectively referred to as "**Parties**" -

I.   Preamble

1. This Agreement documents and regulates the rights and obligations of the Parties in regard to joint processing of personal data within the meaning of Art. 26 GDPR. This joint data processing takes place exclusively within the scope of the contractual object defined below. For said contractual object, this Agreement determines the rights and obligations of the Parties arising from being joint controllers.

2. The Publisher operates digital offers (websites, mobile apps, etc.) (hereinafter the "Digital Offers"). The Publisher sells advertising spaces for displaying advertisements on the Digital Offers in real time. The Publisher does not sell (all) the advertising spaces itself. The contractual Digital Offers are defined in Annex 1.

3. The Marketer operates as a marketer for all types of advertising in digital media. The Marketer also markets advertising spaces from the Publisher or it bought the Publisher's marketing rights for certain advertising spaces for a fixed period and then markets these itself. To this extent, marketing means that the Marketer supports the Publisher both in the sales process with regard to the advertising spaces and in order processing - or carries this out itself. In the "sales process", "buyers" for the advertising spaces are sought after. These are advertising agencies that procure online advertising spaces for various advertisers or, in individual cases, advertisers themselves. "Order processing" takes place either in the form of order-based transactions with fixed bookings (hereinafter referred to as "**Insertion Order**" or "**IO process**", described in detail in Section III.3.) or within programmatic advertising (described in detail in Section III.2).

4. Both in the programmatic advertising process as well as in the IO process, other companies are involved in the marketing process in addition to the Marketer. Some companies have a direct contractual relationship with the Marketer (hereinafter "**Contractual Partners of the Marketer**"). Other companies have entered into contracts with Contractual Partners of the Marketer (hereinafter "**Third-Party Contractual Partners**"). The Contractual Partners of the Marketer and the Third-Party Contractual Partners who are involved in the joint data processing of this Contract have registered themselves as so-called "Vendors" in the TCF 2.0. Framework (hereinafter "**TCF 2.0 Vendors**"). All TCF 2.0 Vendors who are involved in data processing on the contractual pages of the Publisher (Annex 1) within the framework of the joint data processing of this Contract are a Party to this present Contract and are listed in Annex 2 b. This Annex 2 b is always kept up to date by the Parties, so that TCF 2.0 Vendors who join this Contract as new contractual partners are added to Annex 2 b. TCF 2.0 Vendors who no longer partake in joint data processing and are therefore no longer a Party to this Contract will be removed from the list.

5. It is clarified that the Parties agree that individual companies that can be conceptually defined under the term TCF 2.0 Vendors of this Contract do not participate in the joint data processing of this Contract and have not registered themselves with the TCF 2.0 Framework (hereinafter "**Non-TCF 2.0 Vendors**"). It is further clarified that the Publisher, Marketer and these "Non-TCF 2.0 Vendors" enter into a separate data processing agreement to which the TCF 2.0

Vendors do not become a party because they are not involved in this joint data processing.

6. The special feature of online marketing is that a large number of TCF 2.0 Vendors are involved in the programmatic advertising process and the IO process. This Contract is thus first entered into between the Marketer and the Publisher. The other TCF 2.0. Vendors who participate in data processing then join this Contract by means of a declaration of accession as regulated below in Section IV. 1-5.

7. The contract between the Publisher and the Marketer regulates whether the Marketer is exclusively commissioned with the marketing of the online advertising spaces. If no exclusivity has been agreed, so-called "**third-party marketers**" are also commissioned with the marketing of the online advertising spaces of the Publisher, so that online advertising spaces from third-party marketers and those that were further marketed by the Marketer are displayed on the platform at the same time. To clarify, these third-party marketers are not party to this Contract. It is clarified that the regulations for existing exclusivity apply accordingly, provided that advertising spaces have been purchased from the Publisher by the Marketer for a fixed period of time.

8. The programmatic advertising process (defined in Section III.2) and the IO process, defined in Section III. 3), can be associated with the processing of personal data (in the form of pseudonymous data) (hereinafter "**Contractual Personal Data**"). The related joint data processing by the Parties with the TCF 2.0 Vendors on the Digital Offers forms the subject matter of this Agreement. The Parties hereby agree to the following:

II.   Definitions/functionalities of the Parties

1. "**Interactive Advertising Bureau**" (hereinafter "**IAB Europe**") is an international trade association for the online advertising industry. The organisation represents the interests of companies in the digital advertising and media industry, ensures unification and standardisation, and thus serves to improve the use of digital advertising channels for advertising customers. For example, it makes available the "**Transparency and Consent Framework**" (defined in Section II.2.) for "**Consent Management Platform**" (defined in Section II.7.).

2. The "**Transparency and Consent Framework**" (hereinafter "**TCF 2.0 Framework**") is a technical specification. This technical specification can be utilised by companies who join the Framework. Such joining is granted by registering with the IAB, paying the membership fee, and consenting to the application of the "**TCF 2.0 Policies**" (defined in Section II.3.).

The TCF 2.0 Framework then specifies to the companies how the corresponding codes and programming are to be designed in order to obtain and pass on the "**TCF 2.0 Consent String**" (defined in Section II.4.). The TCF 2.0. Policies, on the other hand, specify how the TCF 2.0. Framework is to be used.

The Parties agree that the TCF 2.0. Framework is meant as the current minimum technical standard. Thus, if this Contract mentions the TCF 2.0 Framework, it always means the TCF 2.0 Framework with the minimum standard of the TCF 2.0 Version. The Parties can amicably agree on a new standard and will then document this in writing as a supplementary agreement to this Contract.

3. **The TCF 2.0 Framework Policies** (hereinafter "**TCF Policies**") are the official terms of use that IAB Europe publishes on its website and to which the companies that utilise the TCF 2.0 Framework agree. It is thus a GTC contract that applies between all companies that have officially joined the TCF 2.0 Framework. All companies that join the Framework are listed in the "**Global Vendor List**" (defined in Section II.6.) of IAB Europe. These are the "**TCF 2.0 Vendors**" (defined in Section II.5.) and the **Consent Management Platform** (hereinafter "**CMP**", defined in Section II.7.). The TCF 2.0 Framework together with the associated TCF 2.0 Policies have been introduced as an industry standard in order to support all parties in the chain of programmatic advertising and IO marketing, within the framework of the necessary joint processing of personal data in the form of pseudonymous data, to comply with the provisions of the GDPR and other legal regulations.

The Parties agree that with TCF 2.0. Policies, this means the latest version of the TCF Policies officially published by IAB Europe. However, if the implementation of a new technical standard becomes necessary for the application of the change version of the Policies to Version 2.0 within a TCF 2.0 Framework, Version 2.0 continues to apply until a regulation on a new standard has been agreed between the Parties in accordance with Section 3. para. 2 above.

4. The "**TCF 2.0 Consent String**" is a technical signal that is stored on the end device of the user and/or on servers of the CMP and/or the online advertising system of the Marketer and is read out by the online advertising system of the Marketer or the Publisher and transmitted to the TCF 2.0 Vendors. The signal contains various data that are used to ensure that personal data of the user are processed legally in accordance with the respective legal basis during the entire programmatic advertising process and the IO process. The CMP therefore asks the end user for which purposes of data processing by which TCF 2.0 Vendors he/she wishes to give consent in accordance with point (a) of Art. 6 para. 1 GDPR. Furthermore, there is the option in the CMP to object to the processing of personal data in accordance with point (f) of Art. 6 para. 1 GDPR, provided that the processing takes place on the legal basis of a legitimate interest. This information retrieved by the CMP is then passed on in real time to the TCF 2.0 Vendors using the TCF 2.0 Consent String or read out by the TCF 2.0 Vendors.

5. A "**TCF 2.0 Vendor**" is a company that is involved in the display of online advertising on a publisher's website or apps. In this respect, 'involved' means that the company participates in the processing of the Contractual Personal Data necessary for the display of online advertising. This involvement exists by placing a cookie on the user's browser and/or in the "cookie matching process" and/or by reading out a device-related ID (e.g. mobile advertising ID), and/or in the subsequent processing of the pseudonymous data for the purpose of target

group segment formation. To clarify, the target group segment formation is not part of this Contract.

Furthermore, all data processing processes of the TCF 2.0 Vendors, which are carried out by means of the TCF 2.0 Framework in compliance with the TCF 2.0 Policies, and which are not explicitly listed in Section III.1.,2.,3. – Contractual object of this Contract, are not the subject of the joint data processing.

All TCF 2.0 Vendors utilise the TCF 2.0 Framework and have agreed to the TCF 2.0 Policies.

A TCF 2.0 Vendor under this Contract means a company that provides one or more of the following services as a service provider and concludes corresponding data agreements: an SSP (defined in: II.11.), a DMP (defined in II.13.) a DSP (defined in II.12.), an AdServer (defined in Section II.15), a verification tool (defined in Section II.14.), a header bidding provider (defined in Section II.16.) or an advertising identity provider (defined in Section II.17).

6. The **Global Vendor List** (hereinafter "**GVL**") lists all companies that have joined the TCF 2.0 Framework of IAB Europe. The GVL contains the purposes of the planned data processing in addition to the legal bases of data processing accepted by the TCF Vendors. Moreover, the links to the privacy policies of the respective TCF 2.0 Vendors are stored there.

7. The **Consent Management Platform** (hereinafter referred to as "**CMP**") is a technology that enables the signal transmission of the TCF 2.0 Consent String. The user can give their consent to the processing of personal data, for example the pseudonymous data here, by means of a user interface on the digital service of the respective publisher. Furthermore, the user can object to data processing there if the processing is based on the legitimate interest. All processing companies are presented transparently to the user; the purposes and legal bases of the processing are also presented to the user - also in a transparent manner. The TCF Policies contain comprehensive regulations that serve to unify the industry standards and provide transparency for the end user. The CMP can call up a current version of the GVL at any time from a technical interface (API) provided by the IAB. With these interfaces, the CMP can identify the companies participating in the TCF 2.0 Framework (TCF 2.0 Vendors) at any time, as well as read out the legal bases for the respective TCF 2.0 Vendors and process the information in accordance with the TCF 2.0 Policies. The CMP acts as an intermediary between the Publisher, Marketer, the end user and the TCF 2.0 Vendors.

Based on the selection made by the user in the CMP front end, the CMP creates a TCF 2.0 Consent String, which contains the respective consent for each TCF 2.0 Vendor to data processing or objection to data processing based on the legitimate interest. In addition, the CMP provides the TCF 2.0 Consent String on the Publisher's digital service so that it can be read by the Publisher's/Marketer's online advertising system so that they can forward the Consent String to the TCF 2.0 Vendors in real time, insofar as the TCF 2.0 Vendors cannot themselves read out the TCF 2.0 Consent String from the CMP in real time.

8. The "**Publisher**" operates digital media services in the form of websites and/or apps, which are partially or fully financed by online advertising. The Publisher integrates the online advertising technologies of the Marketer into its Digital Offers. It also integrates a CMP into its digital services. Using this CMP, the TCF 2.0 Consent String is integrated into the Digital Offers of the Publisher and made available there to be read out in accordance with the technical requirements of the TCF 2.0 Framework. By integrating the Marketer's online advertising technologies, the Publisher enables the integration of programming codes (scripts and/or SDKs) of the TCF 2.0 Vendors. This enables the processing of TCF 2.0 signals of the TCF 2.0 Framework as well as the user ID matching based on it (defined in Section: II.18), and the reading out of device-related IDs required for this purpose from the end device of the user.

9. The "**Marketer**" uses its marketing technologies to integrate its programming codes (scripts and/or SDKs) and the programming codes (scripts and/or SDKs) of its contractual partners (hereinafter "Online Advertising Technologies") into the Digital Offers of the Publisher.

   The Marketer is involved in the processing of TCF 2.0 signals of the TCF 2.0 Framework and user ID matching, as well as the reading out of device-related IDs from the end device of the user by integrating the Online Advertising Technologies and subsequently integrating programming codes (scripts and/or SDKs) of the TCF 2.0 Vendors.

10. "**Advertisers**" or "**advertising agencies**" want advertisements for their products or those of their advertising partners to be displayed on the advertising spaces offered by the Publisher (hereinafter referred to collectively as "**Advertisers**"). Using its Online Advertising Technologies, the Marketer integrates the advertising material for the Advertiser, including the programming codes (scripts and/or SDKs e.g. measurement scripts) contained therein, of the TCF 2.0 Vendors used by the Advertiser into the Publisher's website.

    The Advertiser is involved in the processing of TCF 2.0 signals of the TCF 2.0 Framework as well as user ID matching and the reading out of device-related IDs from the end device of the user by integrating its advertising material and subsequently integrating programming codes (scripts and/or SDKs) of the TCF 2.0 Vendors.

11. "**Supply-side platforms**" or "**SSPs**" are digital sales platforms. The SSPs enable the Marketer and/or the Publisher to offer their advertising spaces on the market. The advertising inventories of the Publisher/Marketer are offered for sale via the SSPs in an automated digital process and acquired by Advertisers. The "Marketer" integrates the programming codes (scripts and/or SDKs) of the SSPs into the Digital Offers of the Publisher via its Online Advertising Technology.

    The SSPs use their technologies to integrate their programming codes (scripts and/or SDKs) and the programming codes (scripts and/or SDKs) of their contractual partners (other TCF 2.0 Vendors) into the Digital Offers of the Publisher.

The SSPs are involved in the processing of TCF 2.0 signals of the TCF 2.0 Framework as well as user ID matching and the reading out of device-related IDs from the end device of the user by integrating SSP technologies and subsequently integrating programming codes (scripts and/or SDKs) of the TCF 2.0 Vendors.

12. "**Demand-side platforms**" or "**DSPs**" are purchasing platforms that enable Advertisers to buy the advertising spaces offered by the SSPs. A DSP is a technology that automatically buys advertising spaces for an Advertiser. This takes place by selecting a suitable campaign for an advertising space offered and submitting a purchase offer. If the DSP is awarded the contract, its technology and the advertising materials it contains, including the programming codes (scripts/SDKs, e.g. measurement scripts), will be integrated into the website of the Publisher. DSPs use their technologies to integrate their programming codes (scripts and/or SDKs) and the programming codes (scripts and/or SDKs) of their contractual partners (Advertisers and/or TCF 2.0 Vendors) into the Digital Offers of the Publisher. The DSPs are involved in the processing of TCF 2.0 signals of the TCF 2.0 Framework, as well as the user ID matching and the reading out of device-related IDs from the end device of the user by integrating the DSP technologies and subsequently integrating programming codes (scripts and/or SDKs) of the TCF 2.0 Vendors.

13. "**Data management platforms**" (hereinafter also referred to as "DMPs") collect user-related data and "events" (e.g. visiting a website, clicking on an advertisement) and aggregate them into pseudonymous target group segments. The Parties agree that the creation of these target group segments is the sole responsibility of the DMP and thus clarify that this process is not the subject of the joint data processing on which this Agreement is based.

Advertisers and/or DSPs and/or SSPs and/or the Marketer and/or TCF 2.0 Vendors (hereinafter **DMP Technology Users**) integrate DMPs into their respective technologies for cookie matching or to access the mobile AD ID (hereinafter "**MAID**") and to read it out from the end device of the user.

DMP Technology Users use their technologies to integrate the programming codes (scripts and/or SDKs) of the DMPs into the Digital Offers of the Publisher. DMPs use their technologies to integrate their programming codes (scripts and/or SDKs) and the programming codes (scripts and/or SDKs) of their contractual partners (TCF 2.0 Vendors) into the Digital Offers of the Publisher.

The DMPs are involved in the processing of TCF 2.0 signals of the TCF 2.0 Framework, as well as user ID matching and the reading out of device-related IDs from the end device of the user by integrating DMP technologies and subsequently integrating programming codes (scripts and/or SDKs) of the TCF 2.0 Vendors.

14. "**Verification tools**" are used to verify whether an advertisement meets specific requirements. For this purpose, certain criteria are checked in advance or during the provision of the advertising, including the duration of the display or the identification of "non-human traffic", i.e. page views generated by so-called "bots" and not by real users.

Both Advertisers and/or DSPs and/or SSPs and/or the Marketer and/or other TCF 2.0 Vendors (hereinafter referred to as "Verification Tool Users") integrate verification tools into their respective technologies. Verification Tool Users use these technologies to integrate the programming codes (scripts and/or SDKs) of the verification tools into the Digital Offers of the Publisher.

Verification tools use their technologies to integrate their programming codes (scripts and/or SDKs) and the programming codes (scripts and/or SDKs) of their contractual partners (TCF 2.0 Vendors) into the Digital Offers of the Publisher. The verification tools are involved in the processing of TCF 2.0 signals of the TCF 2.0 Framework, as well as user ID matching and the reading out of device-related IDs from the end device of the user by integrating the verification tool technologies and subsequently integrating programming codes (scripts and/or SDKs) of the TCF 2.0 Vendors.

15. An **AdServer** delivers advertising material and provides reports on relevant delivery information. In the IO process, it enables the Publisher or the Marketer to set framework conditions for every campaign. This also includes delivery frequencies or targetings, which can include target group segments**.**

Advertisers and/or DSPs use AdServers to deliver their advertising material and to optimise delivery. This also includes delivery frequencies or customising advertising motifs. The Publisher, Marketer, Advertisers, and DSPs (hereinafter "**AdServer Users**") use their technologies to integrate the programming codes (scripts and/or SDKs) of the AdServer into the Digital Offers of the Publisher.
AdServers use their technologies to integrate their programming codes (scripts and/or SDKs) and the programming codes (scripts and/or SDKs) of their contractual partners (TCF 2.0 Vendors) into the Digital Offers of the Publisher.

The AdServers are involved in the processing of TCF 2.0 signals of the TCF 2.0 Framework, as well as user ID matching and the reading out of device-related IDs from the end device of the user by integrating the AdServer technologies and subsequently integrating programming codes (scripts and/or SDKs) of the TCF 2.0 Vendors.

16. A "**header bidding provider**" enables the Marketer and/or the Publisher to offer advertising spaces on the market of several SSPs at the same time. The advertising inventories of the Publisher/Marketer are offered for sale by header bidding providers and SSPs in an automated digital process and acquired by Advertisers.

The "Marketer" uses its Online Advertising Technology to integrate the programming codes (scripts and/or SDKs) of the header bidding providers into the Digital Offers of the Publisher. Header bidding providers use their technologies to integrate their programming codes (scripts and/or SDKs) and the programming codes (scripts and/or SDKs) of their contractual partners (TCF 2.0 Vendors) into the Digital Offers of the Publisher.

The header bidding providers are involved in the processing of TCF 2.0 signals of the TCF 2.0 Framework, as well as user ID matching and the reading out of

device-related IDs from the end device of the user by integrating the header bidding provider technologies and subsequently integrating programming codes (scripts and/or SDKs) of the header bidding provider vendors (e.g. SSPs).

17. "**Advertising identity providers**" provide pseudonymous user-related IDs to identify users and/or end devices. The Parties agree that the creation of these advertising identities is the sole responsibility of the advertising identity provider and thus clarify that this process is not the subject of the joint data processing on which this Agreement is based.

   Advertisers and/or DSPs and/or SSPs and/or the Marketer and/or TCF 2.0 Vendors (hereinafter **Advertising Identity Users**) integrate advertising identity providers into their respective technologies for cookie matching or to access the MAID, and to read it out the end device of the user.

   Advertising Identity Users use their technologies to integrate the programming codes (scripts and/or SDKs) of the advertising identity providers into the Digital Offers of the Publisher.

   Advertising identity providers use their technologies to integrate their programming codes (scripts and/or SDKs) and the programming codes (scripts and/or SDKs) of their contractual partners (TCF 2.0 Vendors) into the Digital Offers of the Publisher. The advertising identity providers are involved in the processing of TCF 2.0 signals of the TCF 2.0 Framework, as well as user ID matching and the reading out of device-related IDs from the end device of the user by integrating the advertising identity provider technologies and subsequently integrating programming codes (scripts and/or SDKs) of the TCF 2.0 Vendors.

18. With "**cookie matching**" or also "**user ID matching**", the identification number assigned by the parties involved in the programmatic advertising process as part of the storage of a third-party cookie on the end device of a user can only be recognised by these involved parties themselves. In this regard, several cookies from different involved parties are stored on one end device, each of which has assigned its own identification number.

   The end device, which is identified by one of the involved parties with the identification number "XYZ", can thus be known by another involved party under the identification number "123". To be able to recognise the end device when calling up a page to purchase advertising spaces, it is thus necessary for the sales and shopping platforms to exchange their respective identification numbers once.

   To make this possible, the cookie matching (user ID matching) process takes place or the identification numbers of advertising identity providers are used. Cookie matching is carried out in a closed and anonymous environment (anonymous in that the exchange is carried out in such a way that it deliberately does not reveal which website the user has visited).

   The SSPs simply assign their own identification number to the respective identification number of a DSP or use the identification number of an advertising

identity provider and can then transmit the identification numbers of the SSP, DSP, and advertising identity provider to the DSP within the framework of a bid request. The identification number of the SSP is supplemented by a specific identification that refers to the specific DSP. Thus, every DSP that works together with an SSP gets a different identification number. It is therefore not possible for the DSPs to use the identification number transmitted by the SSP to exchange information about a specific end device of a person or a specific target group segment (Privacy by Design).

If the digital service of the Publisher is carried out on an end device that does not support cookies (e.g. apps on mobile end devices or on Smart TVs), so-called "**advertising IDs**" are usually provided by the end device. In this case, the advertising IDs are only read out from the end device of the user, provided that the user has consented thereto.

19. The "**advertising ID**" solely serves as a technical identification number of the user of a Digital Offer or his/her end device. The advertising ID only identifies the client (browser) of the user or his/her end device, but explicitly not a natural person. In the case of browser use, the advertising IDs are stored by the TCF 2.0 Vendors either in the cookie or in local storage (also referred to here as cookie ID, user ID, or identification number); each TCF 2.0 Vendor creates a different advertising ID only known to the Vendor on the end device of the user. Within the framework of the cookie matching process, these advertising IDs can be matched as described in Section II.18. If a Digital Offer is called up in one of the native apps, the advertising ID is systematically provided by the end device as a mobile advertising ID (hereinafter also "MAID").

20. The "**bid request**" is a programming code that is transmitted from an SSP to a DSP as a request to purchase an advertising space. The bid request contains information required for the sale of the advertising space. This includes information about the advertising space (website, format), the advertising ID of the SSP and the DSP, technical information about the browser of the user (the "user agent" with information about the browser language, browser type, operating system), the IP address of the user and TCF 2.0 Consent String.

III.   Contractual object

1. Scope of joint controlling; Legal basis

1.1.   The Parties have analysed the decision on the purposes and means of processing, taking into account the statutory, supervisory, and judicial sources, and have come to the following conclusion: The Parties define the purposes and/or the means of joint processing in accordance with Section III.2. as part of programmatic advertising or in accordance with Section III.3. of the IO process as joint controllers (Art. 26 GDPR). These data are processed exclusively within the restrictions of this Agreement in terms of object, duration, type, and scope.

1.2. To clarify which Party provides which part of the joint data processing, the programmatic advertising process in Section III.2 and the IO process in Section III.3. are described, so that it is defined for which exact data processing processes there is joint data controlling by the Parties within the meaning of Art. 26 GDPR, and which Party provides which part of the joint data processing. ⇥

1.3. To clarify, any other processing of personal data by the Parties is not the subject of this Agreement and not the subject of joint controlling within the meaning of Art. 26 GDPR. This applies, for example, if the Publisher itself F collects data on the contractual websites or enables third parties to collect data on its Digital Offers ("**own publisher data**"). The Publisher is the sole controller in this context. This also applies, for example, to the processing of the TCF 2.0 Vendors that is not the subject of the programmatic advertising process or IO process described below, in particular, the further processing of the Contractual Personal Data jointly collected as part of the programmatic advertising process and the IO process, for example for the purpose of forming target group segments.

2. Description of the programmatic advertising process

2.1. The Publisher integrates a CMP into the Digital Offers to be advertised. The user can give their consent to the processing of personal data using a CMP user interface. Furthermore, the user can object to data processing there if the processing is based on the legitimate interest. Based on the selection made by the user in the CMP front end, the CMP creates a TCF 2.0 Consent String, which contains the respective consent for each TCF 2.0 Vendor to data processing or objection to data processing based on the legitimate interest. Moreover, the CMP provides the TCF 2.0 Consent String on the Digital Offers of the Publisher, so that this can be read out and processed by the TCF 2.0 Vendors in real time, or enables the TCF 2.0 Vendors to read it out if they are not able to do so themselves.

2.2. The Publisher and/or the Marketer that wants to display ads on the advertising spaces to be sold selects one or more SSPs for this purpose. The Publisher selects these SSPs directly or via a header bidding provider or lets the Marketer make this choice. These SSPs then provide the Publisher/Marketer with specific programming codes (scripts and/or SDKs), either directly or through the header bidding provider, which it integrates into its Online Advertising Technology.

2.3. The integration is carried out by the Publisher/Marketer via an AdServer and/or header bidding technology and/or by direct implementation in the programming code of the digital services of the Publisher.

2.4. At the same time, the programming codes are integrated by advertising identity providers into the Digital Offers of the Publisher via Online Advertising Technologies. The integration is carried out by the Publisher/Marketer via an AdServer and/or header bidding technology

and/or by direct implementation in the programming code of the Digital Offers of the Publisher. These programming codes enable the end device of a user, who is visiting the Digital Offers of the Publisher, to also contact the servers of the advertising identity providers and/or the SSPs at the same time, and to transmit specific information to them. The advertising identity providers and/or SSPs then place a cookie on the end device of the user, where technically possible and insofar as permitted by the user, and leave an advertising ID behind, which makes it possible to recognise the end device. This so-called "third-party cookie" is only placed if no cookie of the advertising identity provider and/or SSP has yet been stored on the end device, and the user has consented thereto.

2.5. The script of the SSP, which is integrated with the Publisher, forwards the end device of the user to the servers of the DSPs and other TCF 2.0 Vendors. On this basis, the SSPs start cookie matching (user ID matching) between SSPs, DSPs, DMPs.

2.6. If the Digital Offers are made on an end device that does not support cookies (e.g. apps on mobile devices or on Smart TVs), the end device or Advertising Identity Providers will generally provide advertising IDs. In this case, the advertising IDs are only read out from the end device of the user, provided that the user has consented thereto.

2.7. As part of an auction process, a bid request is now made by all the participating sales platforms (SSPs) to all participating purchasing platforms (DSPs). For this purpose, the matched cookie IDs and IP addresses (truncated or unabridged) along with the TCF 2.0 Consent String are transmitted from the SSPs to the DSPs.

2.8. The advertiser in turn attempts to purchase the advertising spaces on offer by placing a suitable bid. For this, the SSP sends a so-called bid request to the DSP. The cookie ID, IP address, and Consent String are transmitted in this bid request. The DSP uses this information to determine the bid amount. To clarify, the data processing related to this is not part of the joint data processing within the meaning of this Agreement. The DSP then submits its bid.

2.9. The interplay of the actors results in the display of online advertising to the user.

3. **Description of the IO process**

3.1. The Publisher integrates a consent management platform (CMP) into the Digital Offers to be sold in accordance with the definition in Section III.2.2.1 for the programmatic advertising process.

3.2. The Marketer integrates the programming code (scripts and/or SDKs) of the AdServer into the Digital Offers of the Publisher via its online advertising system. The Publisher can also integrate the programming

code (scripts and/or SDKs) of the AdServer into their digital media offers via its own online advertising system.

3.3. The AdServer uses the programming code (scripts and/or SDKs) to place its own cookie on the end device of the user, provided that the user has given their consent according to the TCF 2.0 Consent String, and processes the user's IP address for the technical delivery of advertising.

3.4. To display the advert to the user, the Marketer or Publisher receives a programming code ("**advertising material code**") from the Advertiser, which it integrates into the AdServer. The advertising material code is a programming code that is provided by another AdServer.

3.5. The advertising material code enables the AdServers to set their own cookies on the end device of the user.

3.6. The advertising material code enables the AdServers to integrate programming codes (scripts and/or SDKs) from other TCF 2.0 Vendors, such as DSPs and/or DMPs and/or verification tools, into the digital service of the Publisher and to place their own cookies.

IV.   Accession

1. The TCF 2.0 Vendors and Advertisers accede to this JCA using the accession form in accordance with Annex 3 (hereinafter "**accession**"). Since this JCA is entered into between the Marketer and a multitude of Publishers in an identical manner, all of the Publishers with whom the Marketer has entered into this JCA are listed in an Excel list (Annex 2a), which is made available to all Contractual Parties via the SharePoint link: https://stroeerse.sharepoint.com/:f:/t/Joint-Controller-Agreement/EnGDra2e81FNrd6q_imnjcUBIf_lfY-Ch39wqCy13bTzZQ. The Marketer coordinates the creation and maintenance of this list. Accession refers to all JCAs that are listed in Annex 2a.

2. If, after accession, a further Publisher who was not included in the list in Annex 2a at the time of accession (hereinafter "**New Publisher**") enters into this JCA with the Marketer, the TCF 2.0 Vendor/Advertiser will be informed of this (by e-mail). The same applies if joint data processing with a Publisher ends. After receiving the information pertaining to the change, the TCF 2.0 Vendor/Advertiser can object to the accession of the New Publisher to the JCA within 14 days of receiving said information. If it does not object to the accession, it will also partake in joint data processing with this New Publisher. In this case, its accession to this new JCA is assumed.

3. If a TCF 2.0 Vendor/Advertiser objects to the JCA with the New Publisher, this JCA is not concluded with the objecting Vendor.

4. The accession form specifies the functionality in which the respective TCF 2.0 Vendor joins in accordance with Section II.8-17 or whether accession occurs as an Advertiser. The respective functionalities are further described in the process description of the programmatic advertising in Section III.2. and as part of the

process description of the IO process in accordance with Section III.3. The rights and obligations of the TCF 2.0 Vendors are specified in Section V.1., 2.1.2 and 1.5. - Rights and obligations of the TCF 2.0 Vendors - and in Section V.1.2. - Rights and obligations of all Parties – as well as in the other contractual provisions. Advertisers also accede to this Agreement by means of the accession form. The rights and obligations of the Advertisers are described in Section V.2.1.3 as well as in the other contractual provisions.

5. It is possible to accede as part of one function or cumulatively as part of several functions. Upon successful accession, the TCF 2.0 Vendor assumes all rights and obligations that are assigned to the function to which it accedes under this Agreement.

6. The acceding parties will receive a copy of this Agreement before accession. All Parties agree to the disclosure of this Agreement for this purpose.

7. The Publisher and the Marketer expressly agree to the accession of further contracting parties as described in Sections IV. 1-6 above by signing this Agreement.

8. All acceded TCF 2.0 Vendors are listed in Annex 2b to this Contract. This list is available to all Parties. For this purpose, an Excel list is made available to all Parties via the SharePoint Link: https://stroeerse.sharepoint.com/:f:/t/Joint-Controller-Agreement/Er0jAAMfOQtBkVJnSyF4nMEBAgEcAEKYnNrJ2ewYqq1pDA

. The respective joining TCF 2.0 Vendor must upload the signed accession form there. The Marketer coordinates the accession process.

V. Rights and obligations of the Parties

1. External relations – responsibilities in regard to data protection

1.1. The data subject can exercise their rights under the GDPR with regard to joint data processing in the context of the programmatic advertising process in accordance with Section III.2. and as part of the IO process in accordance with Section III.3. at and against each party (Art. 26 para. 3 GDPR).

1.2. The Parties declare that each party is liable to third parties for all damage caused by joint data processing that does not comply with the GDPR as part of the programmatic advertising process in accordance with Section III.2. and as part of the IO process in accordance with Section III.3. A party is released from liability if it can prove that it was in no way responsible for the circumstance through which the damage occurred (Art. 82 GDPR).

1.3. The preceding Sections V. 1. 1.1. and 1.2. apply accordingly to fines imposed by authorities due to breaches of the GDPR or other laws as part of the programmatic advertising process in accordance with Section III.2. and as part of the IO process in accordance with Section III.3.

2. Internal relations – contractual responsibility

1.1. Responsibility of the breaching Party

a) In internal relations, each Party is responsible for its share of the joint data processing. The responsibility of the respective Party arises from the rights and obligations listed below for each Party. If a breach can be clearly assigned to one Party, this Party is fully liable internally.

b) The breaching Party shall immediately indemnify the Party against which claims are asserted externally upon first request. To clarify, these claims also include potential fines. The indemnification also includes all legal costs of an adequate legal defence and payments to third parties based on a final ruling and fines if the legal remedies against the ruling have been exhausted.

c) If several Parties are jointly responsible for the breach according to Section V.1., 1.1. and 1.2., they are liable proportionately in the internal relations vis-à-vis the Party against which a claim was asserted in accordance with the percentage of their contribution to the damage. The regulation for indemnification according to the above Section 2.1.1 b) applies accordingly with regard to the respective contribution to the damage.

1.2. Rights and obligations of all TCF 2.0 Vendors

a) The TCF 2.0. Vendors must accede to the TCF 2.0 Framework and thus agree to the TCF 2.0 Policies.

b) The Parties agree that breaches of the current TCF 2.0 Policies constitute a breach of this Agreement.

c) The TCF 2.0 Vendors undertake to publish their privacy policies and all legally required information on their websites in such a manner that it can be transparently viewed by the user.

d) The TCF 2.0 Vendors also undertake to demonstrate in a clearly visible place and transparently for the user, for example in the privacy policy, that they have acceded to the TCF 2.0 Framework and that the relevant TCF 2.0 Policies are binding for the respective TCF 2.0 Vendor. They shall further demonstrate that the TCF 2.0 Framework Specifications are used. In addition, the TCF 2.0 Vendor must disclose which "**Vendor ID**" it uses (the Vendor ID is the ID assigned to the respective TCF 2.0 Vendor by IAB Europe).

e) The TCF 2.0 Vendors are responsible for ensuring that the technologies they use process the Contractual Personal Data either

exclusively in a member state of the European Union ("EU") or in another contracting state of the Agreement on the European Economic Area ("EEA"). Any processing of the Contractual Personal Data in other countries (hereinafter referred to as "third country") presupposes that the legal requirements for data exports to third countries are met in accordance with applicable law. This applies accordingly if the TCF 2.0 Vendors commission contractors in third countries to process the Contractual Personal Data or transfer these Contractual Personal Data to cooperation partners in third countries, who process them further as the controller.

f) If Contractual Personal Data are transmitted to a third country by the TCF 2.0 Vendors, the respective TCF 2.0 Vendor must provide suitable guarantees, in particular in accordance with Art. 46 GDPR, and provide the data subject with enforceable rights and effective judicial remedies.

g) All TCF 2.0 Vendors must ensure that they are listed on the Global Vendor List (the "GVL") with a valid vendor ID.
Furthermore, all TCF 2.0 Vendors must ensure that their current privacy policies are stored on the GVL and are accessible via a link.

h) All TCF 2.0 Vendors must keep a list of the cookie domains they use and make them available to the Parties on request.

i) The TCF 2.0 Vendors undertake to observe the respective TCF 2.0 Consent String. This is provided by the respective CMP on the digital service of the Publisher, so that the TCF 2.0 Vendors can read and process it in real time. Vendors only collect user data on the Digital Offers if they have received the required consent and receive no objections from the users through the TCF 2.0 Consent String.

j) The obligation in the preceding Section encompasses, in particular, that cookies in accordance with Section III.2., 2.4. are only placed on the end device of the user if the Consent String contains the user's consent or if the processing is based on the legitimate interest, the user has not objected to this processing, and such information is stored in the Consent String. The same applies to the processing in accordance with Section III. 2., 2.4., 2.5., 2.7., 2.8. It should be noted that the TCF 2.0 Vendor who initiates the cookie matching process is responsible for only carrying out the cookie matching process if the respective Consent String contains the authorisation for this purpose (consent given by the user or no objection).

k) The preceding Section V. 2.2., 3, h) applies accordingly to digital services in accordance with Section III., 2., 2.6.

l) The TCF 2.0 Vendors undertake to transfer the TCF 2.0 Consent String unchanged and error-free within the scope of the programmatic advertising process described in Section III.2.

m) The TCF 2.0. Vendor undertakes to transfer all obligations arising from this Agreement to TCF 2.0 Vendors whose programming codes (scripts and/or SDKs) are included in the Digital Offers of the Publisher. These TCF 2.0 Vendors, who are integrated by the TCF 2.0 Vendors themselves and have no direct agreement with the Marketer, must also have joined this Agreement prior to participating in the joint processing of Contractual Personal Data in accordance with Section IV of this Contract. Furthermore, and in all other respects, the provisions of Section V. 2. 1.5 h) apply.

n) If a TCF 2.0 Vendor integrates a TCF 2.0 Vendor whose programming codes (scripts and/or SDKs) are unable to read the TCF 2.0 Consent String independently in real time (e.g. with server connections or simple redirects), the former Vendor will ensure that the programming codes (scripts and/or SDKs) of the latter TCF 2.0 Vendors are integrated by the Party and their users in such a way that the TCF 2.0 Consent String is transferred to the programming code (scripts and/or SDKs) of the TCF 2.0 Vendor.

o) The TCF 2.0 Vendors assure that Contractual Personal Data that were collected and/or processed outside of the joint data processing and that are transmitted to the Parties for the joint contractual data processing were collected and processed in accordance with the law.

p) In the cases prescribed by law, the TCF 2.0 Vendor shall rectify, erase, or block the personal data stored by it as the controller. In the event of erasure, the Vendor must ensure that the personal data cannot be restored and will create a log of the erasure or destruction of data.

q) The TCF 2.0 Vendors who initiate the respective cookie matching undertake to implement appropriate technical and organisational measures to ensure that other TCF 2.0 Vendors involved in the cookie matching process cannot compare their respective user IDs with each other (Privacy by Design).

1.3. Rights and obligations of Advertisers

The Advertisers themselves do not accede to the TCF 2.0 Framework. The Parties thus agree that the Advertisers are obligated to provide their programming codes in accordance with the technical requirements of the TCF 2.0 Framework and to comply with the TCF 2.0 Policies. In particular, the Advertiser is obligated to ensure that the programming code is provided in such a manner that the TCF 2.0 Consent String can be processed and transmitted without errors.

1.4. Rights and obligations of the Publisher

a) The Publisher provides on all Digital Offers a CMP recognised by IAB Europe with a valid CMP ID in accordance with Section III., 2., 2.1.

b) Using this CMP, the Publisher can integrate programming codes to see at any time which TCF 2.0 Vendors can collect and process data on their Digital Offers for which purposes and on which legal basis. A corresponding excerpt of the CMP, which the Publisher can request from its CMP, is shown as an example in Annex 4.

c) Moreover, the Publisher undertakes to store versions of the joint data processing on a daily basis in accordance with the template in Annex 4 (or to keep it in its CMP as an historical version). These data must be stored for a period of 6 months.

d) The Publisher undertakes to provide the Marketer or a TCF 2.0 Vendor, who is a Party to the Contract, with an up-to-date list of joint data collection using its CMP.

e) When operating the CMP, the Publisher must comply with the provisions of the TCF 2.0 Policies. This includes in particular that the TCF 2.0 Consent String is processed and made available as specified in the TCF 2.0 Policies.

f) On its CMP, the Publisher displays the following to each user whose data are to be processed to run the products:

g) the products or TCF 2.0 Vendors for which data processing is to be permitted.

h) the processing purposes (the definitions of the processing purposes are based on the TCF 2.0 Framework and the TCF 2.0 Policies).

i) the legal basis for every processing purpose.

j) The Publisher indicates to the TCF 2.0 Vendors the consent and/or objections of the user by means of the TCF 2.0 Consent String.

k) The Publisher selects a CMP. The Publisher and Marketer decide together which TCF 2.0 Vendors should be included in the CMP and on which legal basis processing is to take place.

l) The Publisher does not register itself with IAB Europe for the purpose of using the TCF 2.0 Framework. The Parties thus declare that the regulations of the TCF 2.0 Policies within the framework of the joint data processing of the Contractual Personal Data between the Parties should apply to the Publisher.

m) The Publisher complies with the information and notification obligations as well as data subject rights according to Art. 13, 14 GDPR with regard to the joint contractual data processing, and takes the necessary measures. In particular, the Publisher will inform the users about its privacy policy and that of all Parties. To ensure that this information is always up to date, the Publisher will provide a link to the GVL with regard to the privacy policies of the TCF 2.0 Vendors. The

Marketer will provide the Publisher with its privacy policy for its part of the joint data processing of this Contract.

n) For the contractual joint data collection, the Publisher designates itself on the Digital Offers (e.g. in the Publisher's data protection regulations) as the central point of contact for the data subjects.

o) Enquiries made by the data subjects regarding the joint contractual data collection according to Art. 15-20 GDPR (the "data subject enquiries"), which are received by the Publisher, will be answered by the Publisher immediately after coordination with the Marketer. The same applies to complaints.

p) The Publisher and the Marketer can agree on a standardised answer by the Publisher to recurring data subject enquiries.

q) If the Publisher receives a complaint, message, or declaration from a supervisory authority, which relates directly or indirectly to the joint processing of data under this Contract, or which relates to a possible non-compliance with the data protection regulations, the Publisher - as far as legally permissible - will immediately forward the complaint, message, or declaration to the Marketer. Responses to the authority in this regard must be coordinated with the Marketer - as far as legally permissible.

r) The Publisher will immediately provide the Marketer with information - as far as legally permissible - about the answer to an enquiry from a data subject.

s) In the cases stipulated by law, the Publisher rectifies, erases, or blocks the Contractual Personal Data stored by it as the controller or notifies the corresponding Parties. In the event of erasure, the Publisher ensures that the Contractual Personal Data cannot be restored and creates a log of the erasure or destruction of data.

t) If Vendors are used as part of the marketing of the digital media services of the Publisher, whose programming codes (scripts and/or SDKs) are unable to independently read the TCF 2.0 Consent String in real time, the Publisher will ensure that the programming codes (scripts and/or SDKs) of such TCF 2.0 Vendors are integrated in such a manner that the TCF Consent String is transferred to the programming codes (scripts and/or SDKs) of these TCF 2.0 Vendors in order for them to be read out.

1.5. Rights and obligations of the Marketer

a) The Marketer does not register itself with the TCF 2.0 Framework. The Marketer uses its online advertising system to integrate programming codes (scripts and/or SDKs) of TCF 2.0 Vendors into the Digital Offers of the Publisher. Since the TCF 2.0 Vendors are obligated to comply

with the TCF 2.0 Policies, the Marketer also undertakes to comply with the TCF 2.0 Policies within the framework of the joint data processing of the Contractual Personal Data.

b) If TCF 2.0 Vendors are used as part of the marketing of the digital media services of the Publisher, whose programming codes (scripts and/or SDKs) are unable to independently read the Consent String in real time, the Marketer will ensure that the programming codes (scripts and/or SDKs) of such TCF 2.0 Vendors are integrated in such a manner that the Consent String is transferred to the programming codes (scripts and/or SDKs) of these TCF 2.0 Vendors in order for them to be read out.

c) In the cases stipulated by law, the Marketer rectifies, erases, or blocks the Contractual Personal Data stored by it as the controller. In the event of erasure, the Marketer ensures that the Contractual Personal Data cannot be restored and creates a log of the erasure or destruction of data.

1.6. Rights and obligations of all Parties

a) All Parties undertake to carry out the contractual joint data processing only in accordance with the applicable legal requirements and to comply with the provisions of the TCF 2.0 Policies. To clarify, this means, in particular, that integrated programming codes (scripts and/or SDKs) of the respective Contractual Partner or any Third-Party Contractual Partner may only integrate and execute programming codes from other third parties if it is ensured that they do not place cookies or access the end device of the user in any other way in order to store or read out Contractual Personal Data. Furthermore, no processing may be carried out that contradicts the Purposes of the TCF Framework. To clarify, the use of the IP address within the meaning of Special Purpose 2 (technically deliver ads or content) of the TCF 2.0 Framework for the purpose of delivering content or advertising material, or parts of advertising material, is expressly permitted, provided that no further processing or storage of the IP address takes place.

b) If one Party becomes aware of a violation of a provision of this Agreement or the protection of personal data in relation to the joint data processing under this Agreement, said Party will immediately inform the other Parties.

c) In the event of a breach of the data protection regulations in relation to the Contractual Personal Data of the joint data processing, the Party concerned in each case must comply with the reporting obligations in accordance with Art. 4 no. 12, 33 GDPR. The Parties support each other in issuing this information to a reasonable extent, where necessary. This includes, in particular, the immediate provision of all information relevant in this context.

d) The Parties carry out a data protection impact assessment and, if necessary, a consultation, if this is necessary in accordance with Art. 35 or Art. 36 GDPR.

e) Within the framework of their role as the controllers for the Contractual Personal Data, the Parties structure their internal organisation in such a manner that it meets the requirements of the applicable data protection law. The Parties implement and maintain technical and organisational measures to ensure adequate protection of the Contractual Personal Data, which corresponds at least to the requirements of Art. 32 GDPR at all times, and document this in a suitable and transparent form. The Parties shall make this documentation available to the other Party on request.

f) The Parties fulfil the obligations stipulated in Art. 37 to 39 GDPR in conjunction with the new German Federal Data Protection Act (BDSG 2018). This includes, in particular, the obligation to appoint a competent and reliable data protection officer in the cases prescribed by law. The contact details of the appointed data protection officer and any changes to the data protection officer will be reported to the other Parties immediately. A report is made in such a way that these changes are included in the privacy policies so that the information linked in the GVL is always up to date.

g) The Parties will only transmit the Contractual Personal Data to third parties in line with data protection law in the scope agreed between the Parties, unless this is necessary to fulfil a legal obligation.

h) The Parties are entitled, at their own discretion, to commission cooperation partners for the technologies that fall solely within their area of responsibility. This only applies if the commissioned parties are suitable and reliable for the planned cooperation and the cooperation is carried out in accordance with the applicable data protection regulations. The selection must be carried out carefully and with due regard to the respective qualifications of the cooperation partner.

At the written request of the other Party, the contracting Party will provide the former with comprehensive information on the data protection obligations of the cooperation partner in relation to the contractual data transmitted. This also includes, to the extent necessary, the right of the other Parties to check the relevant contractual documents.

As part of the cooperation, the Party entering into the cooperation ensures that there are sufficient legal bases for the transmission of data to cooperation partners and that all obligations vis-à-vis data subjects are fulfilled in this context, and will documents this. Insofar as another Party is responsible for the fulfilment of obligations vis-à-vis the data subjects under this Agreement, the Party entering into this

cooperation shall provide the other Party with the information required for this in good time so that the other Party can fulfil these obligations in accordance with the data protection regulations.

Contractual Personal Data may only be transmitted to a cooperation partner if the requirements of this Section V.2,1.5 h) are met.

i) The Parties are entitled, at their own discretion, to commission processors to process data that fall exclusively within their area of responsibility. This only applies if these processors are suitable and reliable for the commissioned processing operations and if the order is placed in accordance with the applicable data protection regulations. The selection must be carried out carefully and with due regard to the respective qualifications of the processor.

j) Each Party records the data processing according to this Agreement in its processing register and notes a joint responsibility for the data processing under this Contract; this can also be done in the context of another processing register. The Parties provide each other with the information necessary for the register of processing activities according to Art. 30 para. 1 and 3 GDPR and support each other in the creation of the register. The obligation to keep one's own register of processing activities remains unaffected. Furthermore, the Parties will provide each other with an excerpt from their processing register free of charge for the joint data collection.

k) The Parties shall provide each other with information immediately, insofar as the requesting Party requires the information to fulfil its data protection obligations.

l) Each Party adequately supports the other Party in complying with the provisions of the GDPR.

VI.   Entry into force

1. The Marketer becomes a Party upon signing this Agreement in the function described in Section II.9. In addition to this functional description, the descriptions of the functionalities of the Publisher specified in Section III.2. (programmatic advertising process description) and III.3. (IO process description) apply.

2. The Publisher becomes a Party upon signing this Agreement in the function described in Section II.8. In addition to this functional description, the descriptions of the functionalities of the Publisher specified in Section III.2. (programmatic advertising process description) and III.3. (IO process description) apply.

3. This JCA comes into effect for the TCF 2.0 Vendors/Advertisers upon their accession to all JCAs that are specified in the Excel list of Annex 2a, in accordance with Section IV.

VII.   Term/termination

1. This JCA is entered into for an indefinite period of time.

2. If the marketing contract/purchasing contract for marketing rights between the Publisher and the Marketer, which forms the basis of this JCA as the principal contract, is terminated or expires, no joint contractual data processing of the Contractual Personal Data between the Parties will take place after the termination of this Contract. This JCA ends automatically between the Publisher and Marketer at the time the termination of the principal contract takes effect or on the date on which the principal contract ends. The same applies accordingly if the Publisher has not entered into its own principal contract with the Marketer, but a third-party marketer, e.g. it has concluded the contract for the Publisher with the Marketer within the framework of an agency agreement.

3. In the event defined above of the automatic end of the JCA between the Marketer and the Publisher (Section VII. 2), this JCA also ends automatically for all TCF 2.0 Vendors/Advertisers who acceded to this JCA.

4. In the event of the termination of a JCA in accordance with Section VII.4 above, the Marketer is obliged to ensure that the Publisher is removed from the list in Annex 2a.

5. To clarify, the automatic end of a JCA does not affect the term of the other JCAs.

6. The provisions of this JCA apply - insofar as they are still applicable after the end of the joint data processing - to all data processing operations and all Parties that have taken place up to this point in time, unchanged and for an indefinite period of time. The same applies accordingly if the cooperation is continued for a transitional period after termination of the contract and parts of the principal contract are continued de facto for this period.

7. If the contract between the Marketer and a TCF 2.0 Vendor, on the basis of which this TCF 2.0 Vendor accedes to the JCAs listed in Annex 2a as the principal contract, is terminated or expires, no joint contractual data processing of the Contractual Personal Data will take place after the termination of this principal contract with this TCF 2.0 Vendor (hereinafter "**Old TCF 2.0 Vendor**"). For the Old TCF 2.0 Vendor, all contractual relationships of the JCAs listed in Annex 2a automatically end. No termination is required.

8. Individual contracts are entered into between the Marketer and the Advertiser for each IO campaign (principal contract). So that the Advertiser does not have to re-accede to this JCA for each advertising campaign, the Parties agree that the respective Advertiser will remain a Party to the JCAs after accession, even if an IO campaign has been completed. The provisions of this JCA only apply to the Advertiser within the IO campaign period in which the Advertiser participates in the joint data processing. The Advertiser and the Marketer can terminate these JCAs, to which the Advertiser has acceded, in writing with a notice period of 4 weeks after the end of an IO campaign. After terminating these JCAs, no further

IO campaigns based on joint data processing are possible before the Advertiser has re-acceded to the respective JCAs.

9. The Marketer can ordinarily terminate its relationship with Third-Party Contractual Partners (see Section I.4.), with whom it has entered into a contractual relationship exclusively based on this JCA, at any time in writing with a notice period of 4 weeks if it no longer wishes to continue joint data processing with this Third-Party Contractual Partner. There is no need to state the reason for termination. The Third-Party Contractual Partner has the same right.

10. The Marketer is obliged to ensure that the Old TCF 2.0 Vendor/Old Advertiser is removed from the list in Annex 2a.

11. To clarify, the end of the contractual relationships with regard to the JCAs specified in the list in Annex 2a to an Old TCF 2.0 Vendor/Old Advertiser does not affect the contractual relationships of the other Parties and thus the effectiveness of the JCAs (Annex 2a).

12. The provisions of this JCA apply - insofar as they are still applicable after the end of the joint data processing - to all data processing operations that have taken place up to this point in time for the Old TCF 2.0 Vendors/Old Advertisers, unchanged and for an indefinite period of time.

VIII.   Confidentiality

1. The Parties undertake to keep confidential all information obtained in the course of the initiation and execution of the contract, which is marked as confidential or is seen as confidential on account of its nature (hereinafter "Confidential Information") of the other Parties, for an unlimited period of time and only for the purposes of fulfilling this Agreement.

2. However, the Parties are entitled to make Confidential Information accessible to consultants who are subject to professional secrecy and to employees who need the information to fulfil this Agreement and on whom confidentiality obligations have previously been imposed within the meaning of this regulation.

3. The confidentiality obligations specified in Section VII 1 above and 2 do not apply to Confidential Information that

   a) was already evident or known to the other Party at the time of transmission by the contractual partner;

   b) became public after the transmission to the contractual partner through no fault of the other Party;

   c) after transmission by the contractual partner, was made accessible to the other Party by a third party in a manner that was not unlawful and without restriction regarding confidentiality or exploitation; and/or

d) was created by a Party independently, without using the contractual partner's trade secrets.

e) The obligations do not continue to apply if the Confidential Information has to be published in accordance with the law, in particular due to official orders or a court decision. In this respect, the publishing Party will immediately inform the other Parties of this and support them in their defence against such official orders or decisions.

IX.   Final provisions

1. This Agreement does not constitute a corporate relationship between the Parties. Neither Party grants the other Party powers of representation to make legally binding statements on their behalf.

2. Changes to this Agreement must be made in writing.

3. Should individual parts of this Agreement be or become ineffective, this does not affect the validity of the remaining provisions of the Agreement. The Parties will immediately replace the ineffective provision with an effective one that comes as close as possible to the economic purpose of the ineffective provision. The same applies in the event of a loophole in this Agreement.

4. The rights in this Agreement also apply to any legal successors to the Parties. The Parties undertake to also impose the obligations under this Agreement on their respective legal successors.

5. This Agreement is subject to the law of the Federal Republic of Germany.

6. The exclusive place of jurisdiction is - as far as legally permissible - Hamburg.

X.   Annexes:

1. **Annex 1**: Digital Offers of the Publisher
2. **Annex 2a**: List of Publishers who have entered into this JCA with the Marketer: https://stroeerse.sharepoint.com/:f:/t/Joint-Controller-Agreement/EnGDra2e81FNrd6q_imnjcUBIf_lfY-Ch39wqCy13bTzZQ
3. **Annex 2b**: List of TCF 2.0 Vendors and Advertisers who are contracting parties to this Agreement: https://stroeerse.sharepoint.com/:f:/t/Joint-Controller-Agreement/Er0jAAMfOQtBkVJnSyF4nMEBAgEcAEKYnNrJ2ewYqq1pDA
4. **Annex 3**: Accession forms
5. **Annex 4**: Excerpt from the CMP of the Publisher

The Annexes mentioned in this Agreement are an integral part of this Agreement.

XI. Signatures:

For the Publisher:

_____

Place, date:

_____

For the Marketer:

_____

Place, date:

_____

Annex 3

- Accession form for Advertisers -

To the JCA

Between the

Marketer

mentioned in the main contract

and

Publishers

mentioned in Section 1

as well as

Advertisers and Vendors

mentioned in Section 1

and the hereby joining

Advertiser

1. By signing this accession form, the Advertiser declares its accession to the JCAs between the Marketer and the Publishers specified in the list https://stroeerse.sharepoint.com/:f:/t/Joint-Controller-Agreement/EnGDra2e81FNrd6q_imnjcUBlf_lfY-Ch39wqCy13bTzZQ (Annex 2a to the JCA) as well as the TCF 2.0 Vendors and Advertisers (Annex 2b to the JCA) who have already joined and are specified in the list https://stroeerse.sharepoint.com/:f:/t/Joint-Controller-Agreement/Er0jAAMfOQtBkVJnSyF4nMEBAgEcAEKYnNrJ2ewYqq1pDA

2. The Advertiser confirms that it has received a copy of the JCA.

3. By acceding to the JCA, the Advertiser recognises all rights and obligations of the JCA as binding.

4. The Advertiser will appoint a specific contact person for queries relating to the "JCA".