

DATA EXCHANGE AGREEMENT DIGITAL AUDIENCE

Version: 1.0

Date: 11 February 2019

Parties:

[PARTY], with its registered offices at [ADDRESS] and listed in the Commercial Register of the Chamber of Commerce under number [NUMBER], duly represented by <representative>, hereinafter referred to as the '**Publisher**',

and

Digital Audience, a trade name of Social Audience B.V., with its registered offices at Valschermkade 18 in Amsterdam and listed in the Commercial Register of the Chamber of Commerce under number 62917161, duly represented by Mr R. Niet, hereinafter referred to as '**DA**',

hereinafter jointly referred to as the '**Parties**' and individually as '**Party**',

whereas:

- The Publisher will from time to time provide DA with data from <description of source(s)> of <visitors/customers/readers/members> (hereinafter referred to as 'Data Subjects') to be added to the database of DA;
- each of the Parties process the personal data under their own responsibility, as they individually determine the purposes and means of their own processing;
- each of the Parties is considered a Controller within the meaning of Article 4 paragraph 7 of the General Data Protection Regulation (hereinafter referred to as the 'GDPR') and neither Party is a Processor in relation to the other Party;
- the Parties, in the context of the careful processing of personal data, wish to make agreements regarding the exchange of personal data where necessary.

have agreed as follows:

ARTICLE 1. DEFINITIONS

- 1.1 The following definitions apply to the capitalised terms in this Agreement, unless a different meaning is ascribed to them elsewhere in the Agreement.
- 1.2 Appendix: the appendices referred to in the Agreement and that form part of the Agreement.
- 1.3 Data: all data included in a Data Set.
- 1.4 Data Set(s): the Data to be provided by the Publisher to DA in the form of a Data Set, as described in Appendix 1.

ARTICLE 2. PROVISION OF DATA BY THE PUBLISHER

- 2.1 The Publisher will provide DA with a Data Set as described in Appendix 1, containing the data of Data Subjects. The Publisher will provide DA with the Data Set(s) **every month.**
- 2.2 The Publisher will provide the Data Set(s) via a secure digital environment belonging to the Publisher.
- 2.3 The Publisher is bound by a best-efforts obligation to duly fulfil the Agreement. The Publisher guarantees the quality of its Data and undertakes to keep the Data up to date with a deviation of **2%.**
- 2.4 The Publisher grants DA a right to use the Data Sets for an unlimited period of time, for their addition to DA's database.
- 2.5 The Publisher will independently inform the Data Subjects about the purposes for which Data is processed in a privacy statement. Furthermore, the Publisher guarantees that the Data Subjects have granted it a legal basis for the transfer of the Data to DA. The Publisher can establish this legal basis by asking the Data Subjects to grant consent. The Publisher will record this consent (the manner in and time at which consent is granted). DA is entitled to request these records. DA is entitled, but not obliged, to carry out an audit to establish whether the Publisher is in compliance with the GDPR and is lawfully providing Data to DA or to oblige the Publisher to cooperate with a GDPR self-assessment.
- 2.6 The Publisher indemnifies DA against any claims and procedures by third parties, explicitly including regulatory authorities such as the Dutch Data Protection Authority and Data Subjects, based on or arising from an infringement of the GDPR and/or this Agreement that is attributable to the Publisher, and will compensate DA in full for any such claims and procedures.

ARTICLE 3. OBLIGATIONS OF THE PARTIES

- 3.1 The Parties are responsible for the legal processing of the Data obtained and are individually responsible for compliance with all legal obligations relating to data processing, specifically but not limited to the GDPR and the Telecommunications Act.

- 3.2 The obligations arising from this Agreement also apply to those who process personal data under the authority of the Parties, including but not limited to employees and any third parties working on the Parties' behalf.
- 3.3 Both Parties will implement and maintain appropriate technical and organisational security measures for the processing of the Data. Taking into account the nature of the personal data, the risk associated with the processing to be carried out, the state of the art and the costs of implementation, these security measures will guarantee an appropriate level of security to protect the personal data against any form of unlawful processing (such as unauthorised disclosure, impairment, alteration or provision).
- 3.4 DA will owe the Publisher a fee for the exchange and use of the Data Set(s), as specified in <reference to document/financial agreements>.
- 3.5 The Parties will maintain the confidentiality of all data/information regarding the method of Data exchange.
- 3.6 The Parties are and will remain individually responsible for reporting any data breaches to the Dutch Data Protection Authority and/or data subjects, if the data breach occurred under their responsibility.
- 3.7 In the event that a data subject wishes to exercise one of his or her statutory rights and submits a request to one of the Parties to this effect, the Party will deal with the request independently if the request relates to processing for which the Party in question is the controller.

ARTICLE 4. DURATION AND TERMINATION

- 4.1 This Agreement is formed by means of its signature by the Parties and will continue for the term of the Agreement and failing specification of such term for the duration of the continued collaboration.
- 4.2 Either Party is permitted to terminate the Agreement early with due observance of a thirty (30) day notice period, without being liable to pay the other Party compensation.
- 4.3 Termination or dissolution of the Agreement explicitly does not release the Parties from those obligations arising from this Agreement that are inherently intended to remain in force (for example the right to use Data already provided).
- 4.4 Either Party is entitled to terminate the Agreement with immediate effect or to suspend performance of its obligations if the other Party violates the conditions of this Agreement.

ARTICLE 5. OTHER PROVISIONS

- 5.1 The Agreement and its execution are governed by Dutch law.
- 5.2 The Parties will provide no information and/or make no statements to third parties regarding the content of this Agreement, the collaboration between the Parties and/or the results without prior consent.
- 5.3 All disputes between the Parties arising in connection with the Agreement will be brought before the competent court in Amsterdam.
- 5.4 If one or more provisions of the Agreement prove to be legally invalid, the other provisions of the Agreement will remain in force. The Parties will consult with each other on any legally invalid provisions so as to agree on a legally valid replacement provision, the purport of which corresponds as closely as possible to the provision to be replaced.
- 5.5 The Parties will lend one another their full cooperation in amending this Agreement and ensuring it complies with any new privacy legislation.
- 5.6 Logs and measurements performed by DA serve as conclusive evidence, subject to proof to the contrary by the Publisher.

Agreed and signed,

Digital Audience

Publisher

____/____/_____

____/____/_____

date

date

Name of representative

name of representative

signature

signature

APPENDIX 1: SPECIFICATION OF PERSONAL DATA

In the context of the Agreement, the Publisher will provide DA with the following personal data: