Joint Controller Addendum – Measurement Consumer Agreement

This Joint Controller Addendum ("**Addendum**") is expressly incorporated by reference into the **ORIGIN – MEASUREMENT CONSUMER AGREEMENT** ("**Agreement**"). Terms used, but not defined in this Addendum have the meaning given in the Agreement. In the event of any conflict between the Agreement and this Addendum, this Addendum will govern solely to the extent of such conflict.

1. DEFINITIONS

- "**Applicable Data Protection Laws**" means the Data Protection Act 2018, the "**UK GDPR**" as defined in the Data Protection Act 2018, the Privacy and Electronic Communications Regulations 2003 and/or any corresponding or equivalent national laws or regulations and applicable laws replacing, amending, extending, re-enacting, consolidating or implementing any of the above from time to time (whether or not before or after the date of this Agreement);

- "**personal data**", "**data subject**", "**controller**", "**processor**", "**joint controller**", "**supervisory authority**" and "**personal data breach**" in this Addendum have the meanings set out in the UK GDPR.

2. DATA PROTECTION TERMS, OBLIGATIONS AND RESPONSIBILITIES

2.1. The parties acknowledge and agree that the processing of personal data under this Agreement shall consist of the following:

2.1.1. The EDP's capture and storage of impression data on its platform for all live campaigns as per the Measurement Request made by the Measurement Consumer;

2.1.2. The creation of VID-labelled ad impression data through the EDP's application of the VID Model which labels/assigns each ad impression to a Virtual ID ("VID") producing VID-labelled ad impression data, stored by the EDP;

2.1.3. The processing of VID-labelled ad impression data by the EDP to create Sketches;

2.1.4. The encryption of Sketches;

2.1.5. The transfer of the Sketches to Origin; and

2.1.6. Origin's use of Sketches to calculate Measurement Results;

together referred to as the "**Relevant Processing**"

2.2. The Measurement Consumer ("**MC**") and Origin acknowledge that the status of each party in relation to the Relevant Processing is a matter of fact under the Applicable Data Protection Laws. Notwithstanding the foregoing, the parties acknowledge and agree that (a) the MC and Origin will act as joint controllers in relation to the Relevant Processing; and (b) EDPs may act either as (i) joint controllers with MC and Origin in relation to the Relevant Processing, or (ii) independent controllers in line with their applicable terms and conditions ("**EDP Terms**").

2.3. Each party shall ensure that it complies at all times with all applicable obligations under the Applicable Data Protection Laws in connection with the Relevant Processing.

2.4. Subject to clause 2.2 and any applicable EDP Terms, the parties agree that they shall perform their obligations and responsibilities under the Applicable Data Protection Laws as set out in the table below, save where their responsibilities are otherwise determined by applicable laws to which they are subject. Where EDP is acting as an independent controller in line with their EDP Terms, all responsibilities set out below shall be placed with EDP.

Responsibility	Origin	MC	EDP	Responsibilities
Lawfulness			✓	EDP shall determine the lawful basis on which it relies in relation to

Responsibility	Origin	MC	EDP	Responsibilities
(Art. 5, 6 and 9)				the processing involved in clauses 2.1.2 – 2.1.5 above.
	✓			Origin shall determine the lawful basis on which it relies in relation to the processing involved in clause 2.1.6 above.
Notification (Art. 13, 14)			✓	EDP shall draft and make available the relevant transparency notices containing the information required under Articles 13 and 14 of the UK GDPR in relation to the Relevant Processing and shall make the essence of this arrangement available to data subjects (including that EDP shall ensure that it has provided all necessary notices and collected all necessary consent to enable the lawful collection and transfer of personal data to Origin in accordance with the Agreement, to the extent applicable). EDP shall also designate a point of contact for data subjects.
Data Subject Requests (Art. 15 – 21)			✓	MC shall notify Origin within five (5) days of receiving a request from a data subject to exercise their rights under the UK GDPR with respect to any Relevant Processing of personal data. EDP shall determine how to respond to any such request and shall respond and deal with the request. Each party shall provide EDP with such assistance as EDP may request in order to comply with any data subject rights request relating to the Relevant Processing.
Processors (Art 28)	✓	✓	✓	Each party may appoint processors in accordance with Art 28 UK GDPR. Each party to be responsible for ensuring the processors it appoints comply with applicable processing agreements.
Records (Art 30)	✓	✓	✓	Each party shall maintain Art 30 records for their own processing activities.
Security (Art 32)	✓	✓	✓	Each party shall implement and be responsible for implementing appropriate security measures with respect to the processing it undertakes. No party shall be responsible for the failure of the other party's security measures, unless otherwise agreed in writing.
Consultation with supervisory authority (Art. 31, 36)	✓	✓	✓	Each party shall notify the other promptly upon, and in any event within forty-eight (48) hours of receiving a request from any supervisory authority in relation to the Relevant Processing. MC shall cooperate with Origin/EDP in relation to such request.
Security notification (Art. 33, 34)	✓	✓	✓	Each party shall implement and be responsible for implementing appropriate security measures with respect to the processing it undertakes and protect any such personal data against unauthorised and unlawful processing and against accidental loss, destruction, disclosure, damage or alteration, including implementing appropriate information security processes which are in line with internationally recognised industry standards. Neither party shall be responsible for the failure of the other party's security measures, unless otherwise agreed in writing.
DPIA (Art. 35, 36)			✓	EDP shall perform a DPIA with respect to the Relevant Processing and the parties shall provide reasonable assistance in the performance of such DPIA.

Responsibility	Origin	MC	EDP	Responsibilities
Data Protection Officers (Art. 37)	✓	✓	✓	Each party shall appoint a DPO where required under the UK GDPR.
International transfers (Art. 44-50)	✓	✓	✓	Each party is only responsible for the international transfers of personal data it undertakes and shall not be responsible for any international transfers of personal data undertaken by the other party.

3.   GENERAL

3.1. Origin may update this Addendum from time to time and Measurement Consumer's continued use of the Services after any notification of an update to this Addendum shall be Measurement Consumer's acceptance of such update. If Measurement Consumer does not agree to any such update, Measurement Consumer must stop using the Services immediately.

3.2. If any portion of this Addendum is found to be unenforceable, the remaining portion will remain in full force and effect.

3.3. If Origin fails to enforce any portion of this Addendum, it shall not be considered a waiver.

3.4. This Addendum and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Addendum or its subject matter or formation (including non-contractual disputes or claims).