

Agreement on personal data processing

This Agreement on personal data processing and its annexes (hereinafter the “**Agreement**”) supplement the stipulations of the General Terms and Conditions of Sale and/or the Special Term and Conditions of Sale as well as the purchase order (together the “**Contract**”) applicable between TIMEONE - PUBLISHING and the CLIENT (such as stated on the purchase order, acting in its own name and on its own behalf or through the intermediary of an Agent in the name of and on behalf of the CLIENT) with regard to personal data processing operations carried out to perform the Contract. If there is a contradiction between the terms of the Contract and the terms of the Annex, the terms of the Annex take precedence. The Agreement applies throughout the term of the Contract; the stipulations of the Agreement, which due to their nature are intended to endure beyond the term of the Contract, remain applicable and retain their full effect.

1. Compliance with the Applicable Regulations

Each of the Parties agrees to comply with the regulations in effect applicable in France relating to personal data protection and privacy, including in particular French Data Protection Act no. 78-17 of 6 January 1978 as well as General Data Protection Regulation 2016/679 of the European Parliament and Council of 27 April 2016 and any regulations applicable to cookies (hereinafter the “**Applicable Regulations**”) and to meet all of the obligations incumbent upon it under the Applicable Regulations.

For the purposes of the Agreement, the concepts of personal data, processing, controller, processor, personal data transfer and cookies have the meaning attributed to them by the Applicable Regulations.

2. Personal data processing by TIMEONE - PUBLISHING in the capacity of controller

2.1 Data processing

2.1.1 Description of processing carried out through Tracking

TIMEONE - PUBLISHING owns sites from which they feed their databases in order to subsequently transfer the data to the CLIENT as part of its marketing campaign. TimeOne Publishing uses a proprietary Tracking technology, referred to as a cookie, which allows:

(i) collection of a unique identifier (in the form of a series of alphanumeric characters) attributed to the internet user browsing the CLIENT’s website; and

(ii) raw browsing data such as:

- information relating to the internet user’s journey on the TimeOne Publishing Website (pages viewed on the TimeOne Publishing Website, products searched, shopping cart, contact request form, etc.)
- information on the device used by the Internet user to browse the TimeOne Publishing Website (device type, operating system, version);



- the Internet user's IP address used to connect in order to assess the Internet user's geographical location.

To generate the necessary traffic to feed its proprietary sites, TIMEONE - PUBLISHING may use affiliates as part of a prior agreement. This generated traffic remains for TIMEONE - PUBLISHING's proprietary sites and can not be used to generate direct visits to the CLIENT's website.

Users redirected to TIMEONE - PUBLISHING 's own sites will be able to fill out forms that comply with their requests and correspond to the aims of the CLIENT's marketing campaign. The information collected will be transmitted by webservice, re-keying or deposited on secure FTP to the CLIENT as part of its marketing campaign.

However, when the CLIENT is the recipient of the data collected, the CLIENT acknowledges that it is acting in the capacity of a subsequent controller of the information and its combination by TIMEONE - PUBLISHING on the CLIENT's instruction, with any other personal data collected by or on behalf of the CLIENT and sent to TIMEONE - PUBLISHING. In such case, notwithstanding the above, the respective obligations of the Parties with regard to this subsequent processing are those set out in clause 3 below.

2.1.2 CLIENT's obligations

By allowing Tracking to be installed on its Website, the CLIENT is acting as processor on behalf of and on the instruction of TIMEONE - PUBLISHING.

Before allowing the Tracking to place or read information on the Internet user's terminal, the CLIENT agrees to obtain the prior and informed consent of persons visiting the CLIENT's website, according to the Applicable Regulations, and agrees to implement an effective way of objecting to the Tracking. The CLIENT is also obligated to implement a way to enable the person affected to effectively withdraw his/her consent to the Tracking by means of a cookie manager and to deactivate the TIMEONE - PUBLISHING Tracking (unsubscribe link: <http://tracking.publicidees.com/resetCookies.php>)

The information provided beforehand to the Internet user must in particular expressly state the purposes of the Tracking, namely the collection of pseudonymised browsing data and their combination with other browsing data to display relevant advertising content and/or to validate marketing operations and bill accordingly, identify TIMEONE - PUBLISHING as the controller by referring the Internet user to the privacy policy of TIMEONE - PUBLISHING (<https://privacy.timeonegroup.com>) and specify that the data collected by the Tracking are stored for the duration of the Marketing Campaign in addition to a storage period of 24 months.

On expiry of the marketing campaign management period, the CLIENT undertakes to obtain again the consent of Internet users that have been collected through the TimeOne-Publishing form.

On request, the CLIENT agrees to provide TIMEONE - PUBLISHING with all the elements guaranteeing and showing compliance with its obligations (such as timestamping of actions undertaken and interactions of the Internet user on the CLIENT's Website).



If TIMEONE - PUBLISHING is audited by a supervisory authority with regard to all or part of the processing related to the marketing campaign management, the CLIENT agrees to cooperate actively with TIMEONE - PUBLISHING and, where necessary, with the supervisory authority when the CLIENT holds useful information, proof or documents to this effect.

2.2 Management of the Contract

2.2.1 Description of processing

In the context of administrative and contractual management of the commercial relationship with the Client, TIMEONE - PUBLISHING processes personal identification data of the CLIENT's representatives, employees and/or agents. The personal data collected are work-related contact details including in particular last name, first name, email address and telephone number. These personal data are mandatory for conclusion of the Contract.

2.2.2 CLIENT's obligations

The CLIENT agrees to inform anyone affected of the personal data processing carried out by TIMEONE - PUBLISHING for the purposes of managing the commercial relationship. The information provided must in particular include the following components:

- (i) the identity and contact details of TIMEONE - PUBLISHING in its capacity as controller;
- (ii) the contact details of the data protection officer appointed by TIMEONE - PUBLISHING: privacy.pub@timeonegroup.com ;
- (iii) the purposes of the processing for which the personal data are intended (and in particular, management of the contractual and commercial relationship) as well as the legal basis of the processing;
- (iv) the recipients or categories of recipients (including in particular the Affiliates);
- (v) where applicable, the transfer of personal data to a third-party country, situated outside the European Union (after agreement between the Parties to this end);
- (vi) the period of storage of the personal data determined as being the term of the Contract and three years after the end of the Contract for those data relating to contractual management, without prejudice to the option of archiving the data constituting proof of the content of the Contract in accordance with the rules of time limitation and in compliance with the Applicable Regulations;
- (vii) the right of access and the rights to rectification, erasure, objection, portability and restriction of the personal data concerning them and subject to processing. These rights may be exercised with TIMEONE - PUBLISHING by sending an email privacy.pub@timeonegroup.com;
- (viii) the right for the person affected to withdraw his/her consent at any time;
- (ix) the right to lodge a complaint with the relevant supervisory authority.

3. Personal data processing carried out by TIMEONE - PUBLISHING in the capacity of processor for the performance of Promotion Services.

3.1 Description of the processing



The CLIENT acknowledges and accepts that TIMEONE - PUBLISHING is authorised to collect and process personal data in the name and on behalf of the CLIENT in order to provide Promotion Services. These data are collected from the persons in question either by TIMEONE - PUBLISHING on behalf of the CLIENT for the Marketing Campaign(s), or by the CLIENT with a view to their combination on the CLIENT's instructions for management of the marketing strategy for the CLIENT's Marketing Campaign.

The description of the processing carried out by TIMEONE - PUBLISHING on behalf of the CLIENT for performance of Promotion Services, stemming from the activities of lead and/or T1 Technology is set out in annexes 1.1 to 1.4 of the Agreement.

3.2 General obligations of TIMEONE - PUBLISHING in the capacity of processor

TIMEONE - PUBLISHING agrees to:

- (i) process personal data solely for the purposes described in the annexes of the Agreement, which are the subject of the Promotion Services subscribed to by CLIENT;
- (ii) process personal data in accordance with the CLIENT's documented instructions set out in particular in the Marketing Campaign. If TIMEONE - PUBLISHING considers that an instruction infringes the Applicable Regulations, it shall inform the CLIENT. Furthermore, if TIMEONE - PUBLISHING has to transfer data to a third-party country or international organisation under European Union law or the law of the Member State to which it is subject, it must inform the CLIENT of this obligation before the processing, unless the law in question prohibits such information for reasons of public interest;
- (iii) guarantee the confidentiality of personal data processed in the context of the provision of Promotion Services;
- (iv) ensure that persons authorised to process personal data under the Contract (including subsequent processors):
 - agree to respect confidentiality or are subject to an appropriate legal obligation of confidentiality;
 - receive the necessary training on personal data protection;
- (v) take into account, concerning its tools, products, applications or services, the principles of data protection by design and by default;
- (vi) make available to the CLIENT, on written request, all the information required to provide proof that it has met its obligations and to enable audits to be carried out under the conditions of clause 3.7 below;
- (vii) keep a record of processing activities carried out on behalf of the Client in accordance with the Applicable Regulations;



(viii) provide the CLIENT with the reasonable assistance required in the context of a potential personal data protection impact assessment that has to be carried out by the CLIENT for one or more processing operations of the Contract or for prior consultation of the supervisory authority.

3.3 CLIENT's obligations

The CLIENT, in its capacity of controller, guarantees that only the personal data required to carry out the Marketing Campaign(s) it has defined are processed. On this account, the CLIENT ensures that the processing is legal and complies with the Applicable Regulations and that it has the appropriate rights, authorisations and/or consent to allow processing of these data by TIMEONE - PUBLISHING for performance of the Promotion Services and agrees to compensate TIMEONE - PUBLISHING for all of the costs, fees (including legal fees), fines and damages incurred by TIMEONE - PUBLISHING if this guarantee is not complied with.

The CLIENT agrees to disclose to TIMEONE - PUBLISHING, directly or through the Affiliates participating in the CLIENT's Marketing Campaign, solely the personal data required for processing in order to provide the Promotion Services.

The CLIENT also agrees to:

- (i) document in writing any instruction on data processing to be carried out by TIMEONE - PUBLISHING in the Marketing Campaign(s);
- (ii) guarantee, to the extent required by the Applicable Regulations and, when this is relevant, that the consent of the persons affected, whose personal data are subject to processing, has been obtained under conditions compliant with the Applicable Regulations and that it is able to prove this compliance;
- (iii) in the event that a person affected withdraws his/her consent to the processing or exercises any of his/her rights to his/her personal data under the Applicable Regulations with the CLIENT, the CLIENT agrees to inform TIMEONE - PUBLISHING of this immediately and to communicate its instructions to it.

3.4 Security

3.4.1 Security measures

With regard to the state of the art, the resources available to them, the costs of implementation and the nature, extent, context and purposes of the processing, as well as the risks to the rights and freedoms of the persons affected by the processing, TIMEONE - PUBLISHING and the CLIENT shall implement the appropriate technical and operational measures in order to guarantee a level of security appropriate to the risk.

TIMEONE - PUBLISHING and the CLIENT shall in particular take all necessary precautions to prevent the destruction, loss, alteration, disclosure or unauthorised access to the personal data affected by the processing.

TIMEONE - PUBLISHING agrees to implement security measures to:



- (i) ensure the ongoing confidentiality (pseudonymisation, encryption of channels for transferring personal data used by TIMEONE - PUBLISHING, etc.), integrity, availability and resilience of processing systems and services (such as activity continuity);
- (ii) restore the availability and access to personal data in a timely manner in the event of a physical or technical incident;
- (iii) regularly test, assess and evaluate the effectiveness of technical and organisational measures for ensuring the security of the processing.

3.4.2 Notification of personal data breaches

TIMEONE - PUBLISHING agrees to notify the CLIENT of any personal data breach affecting the data processed, without undue delay after becoming aware of it, accompanied by the useful documentation in its possession in order to enable the CLIENT, where applicable, to meet its notification obligations under the Applicable Regulations.

3.5 Transfer of personal data outside the European Union

TIMEONE - PUBLISHING agrees to process, store and host the personal data on behalf of the CLIENT under the terms of the Contract within member countries of the European Union, which have an adequate level of personal data protection, in accordance with the Applicable Regulations.

With the exception of authorised subsequent processors, TIMEONE - PUBLISHING shall ensure that no personal data of the CLIENT is transferred outside the European Union by it, its own processors, or persons acting under its authority or on its behalf.

Within the strict limit required for performance of the Promotion Services and for authorised subsequent processors, TIMEONE - PUBLISHING is authorised to resort to means of processing situated in a country without an adequate level of protection pursuant to the Applicable Regulations. Prior to any transfer, TIMEONE - PUBLISHING agrees to conclude with the authorised subsequent processors, standard contractual clauses or any other appropriate guarantees, in accordance with the Applicable Regulations.

3.6 Subsequent processing

The CLIENT expressly authorises TIMEONE - PUBLISHING to call upon subsequent processors to carry out the processing activities described in clause 3. TIMEONE - PUBLISHING agrees to inform the CLIENT beforehand in the event of a change concerning the addition and replacement of subsequent processors in order to allow the CLIENT to object to these changes. Any objection must be duly justified and sent by the CLIENT without undue delay. If the CLIENT fails to respond within two (2) working days from receiving the information from TIMEONE - PUBLISHING, the change is deemed to be agreed by the CLIENT.

TIMEONE - PUBLISHING agrees to conclude a legal instrument with the subsequent processor and to impose the same obligations as those applicable to TIMEONE - PUBLISHING towards the CLIENT under the Agreement. If the subsequent processor does not meet its personal data



protection obligations, TIMEONE - PUBLISHING remains fully liable, under the conditions set out in clause 4 below, for performance by the subsequent processor of its obligations.

3.7 Audit

The CLIENT may carry out, at its expense, one (1) audit of the personal data protection and security measures taken by TIMEONE - PUBLISHING relating to the personal data processed on the Client's behalf, at most once every twelve (12) months except in exceptional circumstances arising from a personal data breach attributable to TIMEONE - PUBLISHING justifying an additional audit.

This audit may be carried out by the CLIENT or a third-party auditor independent of the CLIENT duly contracted by the CLIENT, insofar as this third-party auditor does not exercise an activity competing with that of TIMEONE - PUBLISHING and/or does not have any legal connection with a competitor of TIMEONE - PUBLISHING.

A confidentiality agreement must be signed beforehand between the Parties and the third-party auditor.

Subject to observance of a notice period of fifteen (15) working days, the CLIENT must inform TIMEONE - PUBLISHING in writing of its intention to have such an audit carried out and the identity of the third-party auditor chosen where applicable (accompanied by the authorisation granted) as well as the scope of the audit envisaged.

The audit carried out by the controller will only be to check whether TIMEONE - PUBLISHING has met its obligations in terms of security and protection of personal data processed on behalf of the CLIENT under the Contract. The audit will not affect data not specific to the CLIENT, in order to protect the confidentiality of the information specific to other clients and/or service providers of TIMEONE - PUBLISHING or information whose disclosure would be likely to risk the security of other clients and other personal data concerning them.

The audit operations must not disturb the running of the services and activity of TIMEONE - PUBLISHING. In this respect, the length of the audit must not impose upon TIMEONE - PUBLISHING a burden greater than two (2) man days.

A copy of the preliminary audit report will be submitted to TIMEONE - PUBLISHING as soon as possible so that TIMEONE - PUBLISHING can make known its observations.

The preliminary audit report accompanied by the observations of TIMEONE - PUBLISHING will be subject to an examination by both Parties and will only be considered final after being signed by the Parties.

If the final audit report identifies failures on the part of TIMEONE - PUBLISHING to meet the obligations incumbent upon it, TIMEONE - PUBLISHING agrees to implement, at its expense, the corrective measures required as soon as possible in accordance with the risk.



If the final audit report contains recommendations, the conditions of their implementation will be agreed jointly and as soon as possible.

3.8 Fate of personal data

Depending on the processing envisaged by the CLIENT for performance of the Promotion Services, TIMEONE - PUBLISHING shall send the CLIENT the personal data processed on behalf of the CLIENT and/or destroy them under the conditions set out in annexes 1.1 to 1.9 of the Agreement.

On the CLIENT's request, TIMEONE - PUBLISHING agrees to provide written proof that the data have been destroyed.

4. Liability of the Parties

Each Party will be liable towards the other Party for any contractual breach of its obligations and commitments described in the Annex under the terms of the Contract. The Parties agree that the CLIENT, in its capacity of controller, is solely obligated to compensate for the loss incurred by any person affected by processing falling within the scope of clause 3 of the Annex due to a breach of its contractual obligations and/or the Applicable Regulations.

In its capacity of processor, TIMEONE - PUBLISHING can only be held liable for damage caused to the third party by the processing carried out on behalf of the CLIENT under the Contract in the event that it fails to meet the obligations incumbent upon it specifically for the processing activities or if TIMEONE - PUBLISHING has acted outside of the CLIENT's documented instructions. TIMEONE - PUBLISHING's liability can by no means be sought in the event of a case of force majeure (such as defined by Article 1218 of the Civil Code and interpreted by the French courts, including cases of cyberattack) or an event outside of TIMEONE - PUBLISHING's reasonable control at the time of its occurrence.

TIMEONE - PUBLISHING's liability is limited overall to the amount of the Platform Commission actually paid by the CLIENT to TIMEONE - PUBLISHING within the twelve (12) months prior to the event causing the damage.

TIMEONE - PUBLISHING's sole liability towards the CLIENT cannot be sought beyond the aforementioned liability limit in the event of (i) legal action, of any nature whatsoever, by a person affected by processing carried out on behalf of the CLIENT, initiated with a view to obtaining compensation for damage caused by processing carried out on behalf of the CLIENT under the Contract and resulting in a definitive ruling or the conclusion of a transaction by the CLIENT and/or (ii) a definitive administrative sanction imposed on the CLIENT for processing falling within the scope of the Contract carried out in breach of the Applicable Regulations.



Annex 1.1

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Description of “Lead” processing

Two forms of collection:

1. The lead is filled directly on the advertiser's form → no data transfer
2. The lead is filled directly on TimeOne Publishing own sites form → The data transfer is done directly from the TimeOne Publishing website(s) to the advertiser CRM through
 - webservice (set up by TimeOne Publishing to the advertiser)
 - technical links with secured third parties by FTP/FTPS/SFTP(connection and set up by TimeOne)
 - the direct entry on the TimeOne Publishing site by our data entry operators

As part of a telephone requalification of the leads collected on the TimeOne Publishing website on behalf of the CLIENT, the information will be confirmed directly by the call center on behalf of the CLIENT based on the information given by the user.

Object of the processing	Collection of information through forms completed by the Internet user on TimeOne Publishing own sites.
Nature of the processing	<ul style="list-style-type: none"> • collection • recording • recording of the Internet user’s follow-up actions after exposure to the advertising message (tracking) • storage • adaptation or alteration • consultation • disclosure by transmission, dissemination or otherwise making available • erasure or destruction
Purpose of the processing	Identification of needs of the Internet user, profiling and transmission of information to advertisers.
Type of personal data in question	<ul style="list-style-type: none"> • Personal information (Last name, First name, etc.) • Contact information (Address, email, etc.) • Socio-economic information (tenant/owner, mortgage, etc.) • Information on level of education
Categories of persons affected	Advertiser’s customers and prospects for whom the campaign is carried out.



Period of storage of personal data	Throughout the term of the Marketing Campaign + 24 months of storage
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Annex 1.2

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**Description of
“Media Purchase” (Programmatic, Native) processing**

Object of the processing	Targeting of individuals in order to expose them to advertising campaigns and thus generate awareness or traffic on behalf of an advertiser.
Nature of the processing	<ul style="list-style-type: none"> • recording of the Internet user’s follow-up actions after exposure to the advertising message (tracking) • storage • profiling • consultation • disclosure by transmission, dissemination or otherwise making available to the advertiser
Purpose of the processing	Identification of the Internet user’s needs, profiling and transmission of information to advertisers.
Type of personal data in question	Possibility of integrating 1st or 3rd Party Data in order to optimise targeting and the effectiveness of advertising campaigns
Categories of persons affected	Advertiser’s customers and prospects for whom the campaign is carried out.
Period of storage of personal data	Throughout the term of the Marketing Campaign + 24 months of storage



Annex 1.3

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Description of "Media Buying" (Social)

The Lead generation through Social Networks can integrate two forms of collection:

1. The lead is filled directly on the advertiser's form → no data transfer
2. The lead is filled directly on the Facebook form (called "Leads Ads or Facebook form") → The data transfer is done directly from the Facebook Business Manager interface to the advertiser's CRM through
 - webservice set up by TimeOne Publishing to the advertiser
 - technical links with secured third parties by FTP/FTPS/SFTP(connection and set up by TimeOne)

Object of the processing	Targeting of individuals in order to expose them to advertising campaigns and thus generate awareness or traffic on behalf of an advertiser.
Nature of the processing	<ul style="list-style-type: none"> • recording of the Internet user's follow-up actions after exposure to the advertising message (TimeOne tracking or third party) • storage • profiling • consultation • disclosure by transmission, dissemination or otherwise making available to the advertiser
Purpose of the processing	Identification of the Internet user's needs, profiling and transmission of information to advertisers.
Type of personal data in question	Possibility of integrating 1st or 3rd Party Data in order to optimise targeting and the effectiveness of advertising campaigns
Categories of persons affected	Advertiser's customers and prospects for whom the campaign is carried out.
Period of storage of personal data	Throughout the term of the Marketing Campaign + 24 months of storage



Annex 1.4

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Description of “T1 Technology” processing

Object of the processing	<p>Proprietary tool of TimeOne enabling browsing data to be retrieved, centralised, managed and used (collected by tags and cookies) relating to management campaigns at TimeOne.</p> <p>The T1 Technology may also accommodate part of the client CRM by an encrypted transmission channel in order to activate marketing strategies.</p>
Nature of the processing	<ul style="list-style-type: none"> • collection • registration • organisation et structuring • storage • adaptation or alteration • retrieval (profiling) • consultation • erasure or destruction • restriction • activation
Purpose of the processing	<p>Transfer of data to other media purchasing tools in order to integrate more refinement into audience segmentation:</p> <ul style="list-style-type: none"> • analysis and qualification of the audience • use of data for multi-channel / omni-channel targeting • audience extension • onboarding by an encrypted transmission channel of client CRM for media activation on a 1st Party segment • etc.
Type of personal data in question	<p>Browsing data Behavioural data</p>
Categories of persons affected	<p>Advertiser’s customers and prospects for whom the marketing campaign is carried out.</p>
Period of storage of personal data	<p>30 days</p>

