LFPDPPP ANNEX

This LFPDPPP Annex forms part of the Publisher Standard Terms.

1.   INTERPRETATION AND APPLICATION

1.1.   The definitions and rules of interpretation set out in the Publisher Standard Terms will apply in this LFPDPPP Annex, unless otherwise defined below.

1.2.   The following definitions and rules of interpretation apply in this LFPDPPP Annex:

1.2.1.   "**MasterTag**" means Awin's JavaScript code, which may be integrated into the Publisher Service for the purposes of the Publisher receiving certain services or solutions and/or enabling Plugin Integration.

1.2.2.   "**Network Personal Data**" means any Personal Data Processed by either party in connection with the Agreement.

1.2.3.   "**Plugin**" means the technology of a Plugin Operator, which integrates with the Publisher Service through MasterTag, and which is used to enable the delivery of the services of the Plugin Operator.

1.2.4.   "**Plugin Integration**" means the Processing of Network Personal Data under the Agreement (and any related or ancillary agreements with any third parties and/or between the parties) for the purposes of facilitating the integration of the Publisher Service with a Plugin, by use of the Awin technology, such as the MasterTag.

1.2.5.   "**Plugin Operator**" means a third party adtech provider.

1.2.6.   "**SCCs Addendum**" means standard contractual clauses addendum which can be found here https://www.awin.com/gb/legal/publisher-scc.

1.2.7.   "**Subprocessor**" any person (excluding an employee of either party) appointed by or on behalf of either party to Process Personal Data on behalf of such party or otherwise in connection with the Agreement.

1.2.8.   The terms "**Controller**" (*Responsable*), "**Processor**" (*Encargado*), "**Data Subject**" (*Titular de los datos personales*), "**Personal Data**" (*Datos personales*), "**Security Incident**" ("*Incidente de seguridad*") and "**Processing**" (*Tratamiento*) have the meanings given to them in the Mexican Data Regulation.

1.2.9.   "**Mexican Data Regulation**" means all laws or regulations, regulatory policies, guidelines or industry codes which apply to Network Personal Data (including without limitation Data Protection Laws and the Federal Law on the Protection of Personal Data held by Private Parties of Mexico published on the Official Gazette of the Federation on July 5, 2010, its regulations and guidelines ("**LFPDPPP**").

1.3.   This LFPDPPP Annex applies to the extent that the parties are Processing Personal Data in connection with the Agreement.

1.4.   In the event of inconsistencies between the provisions of this LFPDPPP Annex and the Standard Terms, this LFPDPPP Annex shall take precedence, unless explicitly agreed otherwise in writing.

2.   DATA PROTECTION AND COOKIES

2.1. Awin and the Publisher will comply with their respective obligations under Mexican Data Regulation. Each party will provide the other party any co-operation reasonably requested to enable the other party's compliance with this LFPDPPP Annex.

General

2.2. In accordance with Mexican Data Regulation, the Publisher will, on behalf of Awin, to comply with any applicable consent requirements and Data Regulation (including for the avoidance of doubt Mexican Data Regulation), obtain the prior, freely given, specific, informed, unambiguous and revocable consent of any Visitors to any cookies or other tracking technologies served by Awin on the Visitor as a result of a Click, where such consent is required by applicable law. Consent must be given against disclosure of the specific purpose of the personal data processing and the means to withdraw consent or disable such technologies.

2.3. Awin may request information (including consent records/logs) from the Publisher to objectively verify whether the Publisher has complied with clause 2.2, and the Publisher shall promptly (and no later than 14 days following Awin's written request) make such information available to Awin.

2.4. The Publisher will not provide any Personal Data to Awin without Awin's prior written consent, unless anticipated by Awin in its ordinary operation of the Network.

2.5. In respect of any Processing under the Agreement for which Awin and the Publisher are joint Controllers (whether together, or with any Advertiser) ("**JC Processing**"):

    2.5.1. Each party will provide the other party any co-operation reasonably requested to enable the other party's compliance with Mexican Data Regulation.

    Transparency

    2.5.2. The Publisher shall take appropriate measures to provide Data Subjects with information about how Network Personal Data is being Processed by or on behalf of the Publisher, which shall at a minimum include all the information required by Article 15 of the LFPDPPP, in a concise, transparent and easily accessible form, using clear and plain language, and specify an appropriate contact point which Data Subjects can use if they have any questions regarding the Publisher's compliance with Mexican Data Regulation or wish to exercise their rights under Data Regulation ("**Publisher Privacy Policy**").

    2.5.3. Awin shall take appropriate measures to provide Data Subjects with information about how Network Personal Data is being Processed by or on behalf of Awin, which shall at a minimum include all the information required by Article 15 of the LFPDPPP, in a concise, transparent and easily accessible form, using clear and plain language, and specify an appropriate contact point which Data Subjects can use if they have any questions regarding Awin's compliance with Data Regulation or wish to exercise their rights under Mexican Data Regulation ("**Awin Privacy Policy**").

    2.5.4. The Publisher shall include a hyperlink to the current Awin Privacy Policy (https://www.awin.com/us/privacy) in the Publisher Privacy Policy.

    Personnel

2.5.5. Each party shall take reasonable steps to ensure the reliability of any employee, agent or contractor who may have access to Network Personal Data, ensuring in each case that access is:

    2.5.5.1. strictly limited to those individuals who need to know and/or access the relevant Network Personal Data; and

    2.5.5.2. as strictly necessary for the purposes of the Agreement and to comply with Mexican Data Regulation in the context of that individual's duties.

2.5.6. Each party shall ensure that all individuals referred to in clause 2.5.5 are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

Security and Confidentiality of Data

2.5.7. Each party shall in relation to the Network Personal Data, implement appropriate technical and organisational measures to ensure an appropriate level of security, including, as appropriate, the measures referred to in Article 19 of the LFPDPPP. In doing so, each party shall take into account the state of the art, the nature of the information processed, the specific characteristic of the Processing, and the principles set forth in Article 6 of the LFPDPPP.

In assessing the appropriate level of security, each party shall in particular take account of the risks that are presented by Processing, including from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Network Personal Data transmitted, stored or otherwise Processed.

Processors and Subprocessors

2.5.8. With respect to a proposed Processor or Subprocessor that a party wishes to engage, such party shall:

    2.5.8.1. before the Processor or Subprocessor first Processes Network Personal Data, carry out adequate due diligence to ensure that the Processor or Subprocessor is capable of providing the level of protection for Network Personal Data required by the Mexican Data Regulation;

    2.5.8.2. ensure that the arrangement with such a Processor or Subprocessor, is governed by a written contract including terms meet the requirements of the Articles 37 and 39 of the LFPDPPP; and

    2.5.8.3. be fully liable to the other party for a Processor's or Subprocessor's failure to fulfil its obligations under the Mexican Data Regulation.

Data Subject Rights

2.5.9. Each party shall fulfil their obligations to respond to requests to exercise Data Subject rights under the Mexican Data Regulation. Unless otherwise agreed in writing between the parties, the first recipient of any request by a Data Subject to exercise their rights under Mexican Data Regulation shall be primarily responsible for its response. Each party will provide the other party any co-operation and information reasonably requested and in a timely manner to enable the other party's compliance with this clause 2.5.9.

Security Incident

2.5.10.   Each party shall:

2.5.10.1. notify the other party without undue delay upon becoming aware of a Security Incident affecting Network Personal Data ("**Network Security Incident**");

2.5.10.2. provide the other party with sufficient information to allow it to meet any obligations to report or inform Data Subjects of the Network Security Incident under or in connection with the Mexican Data Regulation;

2.5.10.3. meaningfully consult with the other party in respect of the external communications and public relations strategy related to the Network Security Incident;

2.5.10.4. subject to Mexican Data Regulation and clause 2.5.10.1, not notify any data protection regulator of the Network Security Incident without having notified the other party; and

2.5.10.5. not issue a press release or communicate with any member of the press in respect of the Network Security Incident, without having obtained prior written approval by the other party, unless if so required as a result of a final and binding administrative or judicial decision, in which case it shall promptly notify the other party.

2.5.11.   The notification set out in clause 2.5.10.1 shall as a minimum:

2.5.11.1. describe the nature of the Network Security Incident, the categories, and number of Data Subjects concerned, and the categories and numbers of Personal Data records concerned besides all requirements established under Mexican Data Regulation;

2.5.11.2. describe the likely consequences of the Network Security Incident;

2.5.11.3. describe the measures taken or proposed to be taken to address the Network Security Incident.

2.5.12.   The Publisher shall co-operate with Awin and take such reasonable commercial steps as are directed by Awin to assist in the investigation, mitigation and remediation of each Network Security Incident.

Data Transfers

2.5.13.   Each party shall only transfer Network Personal Data to countries outside of Mexico where this is in compliance with Mexican Data Regulation.

2.5.14.   Any and all international Network Personal Data transfers, as established by Mexican Data Regulation, shall be in accordance with Mexican Data Regulation and be subject to the SCCs Addendum.

2.6.   To the extent that the Publisher is a Data Controller and Awin is a Data Processor, (or, as applicable, the Publisher is a Data Processor and Awin is a Subprocessor), including in respect of any Plugin Integration ("**Publisher Processing**"):

2.6.1.   the Publisher warrants and undertakes for the Term that any Processing under the Agreement, undertaken by Awin or any Advertiser acting as a Data Processor on behalf of the Publisher acting as a Data Controller, including any Processing of Personal Data relating to the Publisher and any Authorised Users, complies with Mexican Data Regulation and that it holds any rights or consents necessary for the transfer outside

of Mexico of Personal Data by Awin or any Advertiser and where the transfer of Personal Data under clause 2.5.14 is undertaken for Publisher Processing, the Publisher hereby instructs Awin to undertake an international Personal Data transfer;

2.6.2. Awin will:

2.6.2.1. Process Personal Data for the purposes of Plugin Integration only, or otherwise in accordance with the Publisher's documented instructions, which shall be provided in in writing, in a clear manner, and communicated with reasonable anticipation, including in respect of the deletion or return of Personal Data;

2.6.2.2. allow for and contribute to one reasonable written audit per calendar year on at least 30 days prior written notice by the Publisher and during normal business hours, to the extent necessary to demonstrate compliance with this clause 2.6.2, provided that any costs incurred by either party in relation to any written audits are borne by the Publisher;

2.6.2.3. engage Subprocessors in a manner consistent with clause 2.5.8 and Mexican Data Protection Regulation, and in addition, ensure that the contract between the Subprocessor and Awin includes terms which offer at least the same level of protection for Network Personal Data as those set out in this LFPDPPP Annex in respect of Publisher Processing; and

2.6.2.4. comply with clauses 2.5.5 – 2.5.8 and 2.5.10 – 2.5.13.

2.6.3. The Publisher hereby grants a general authorisation to Awin to engage Subprocessors. Awin shall inform the Publisher of any intended changes concerning the addition or replacement of Subprocessors. The Publisher may reasonably object in writing to such an intended change within 14 days of the notification thereof by Awin. Following an objection by the Publisher, Awin may within 30 days of receipt of the objection either:

2.6.3.1. notify the Publisher that the intended change shall not be implemented in relation to the Agreement; or

2.6.3.2. cease the relevant Publisher Processing immediately on written notice to the Publisher.

2.7. To the extent that Awin is a Data Controller and the Publisher is a Data Processor, (or, as applicable, Awin is a Data Processor and the Publisher is a Subprocessor) ("**Awin Processing**"):

2.7.1. Awin warrants and undertakes for the Term that any Processing under the Agreement, undertaken by Publisher or any Advertiser acting as a Data Processor on behalf of Awin acting as a Data Controller, including any Processing of Personal Data relating to Awin, complies with Mexican Data Regulation and that it holds any rights or consents necessary for international Personal Data transfers by Publisher or any Advertiser and where the transfer of Personal Data under clause 2.5.14 is undertaken for Awin Processing, Awin hereby instructs the Publisher undertake international Personal Data transfer;

2.7.2. the Publisher will:

2.7.2.1. Process Personal Data only in accordance with Awin's documented instructions, including in respect of the deletion or return of Personal Data;

2.7.2.2. assist Awin in all respects necessary to enable Awin to comply with Data Regulations;

       2.7.2.3. promptly notify Awin if it receives any request from a Data Subject to exercise his or her rights under Mexican Data Regulation, and provide Awin any co-operation and information reasonably requested to enable Awin to respond to such requests;

       2.7.2.4. make available to Awin all requested information in respect of Personal Data, including, on at least 30 days prior written notice and during normal business hours, permitting Awin or any relevant Advertiser, or any of their auditors or advisors, to attend the Publisher's premises in order to inspect the Publisher's systems and records to the extent determined by Awin or any relevant Advertiser to be necessary to demonstrate the Publisher's compliance with this LFPDPPP Annex;

       2.7.2.5. engage Subprocessors in a manner consistent with clause 2.5.8 and in accordance with Mexican Data Regulation and, in addition ensure that the contract between the Subprocessor and the Publisher includes terms which offer at least the same level of protection for Personal Data as those set out in this LFPDPPP Annex in respect of Awin Processing; and

       2.7.2.6. comply with clauses 2.5.5 – 2.5.8 and 2.5.10 – 2.5.13.

    2.7.3. Awin hereby grants a general authorisation to the Publisher to engage Subprocessors in accordance with Mexican Data Protection Regulation. The Publisher shall inform Awin of any intended changes concerning the addition or replacement of Subprocessors. Awin may reasonably object in writing to such an intended change within 14 days of the notification thereof by the Publisher. Following an objection by Awin, the Publisher may within 30 days of receipt of the objection either:

       2.7.3.1. notify Awin that the intended change shall not be implemented in relation to the Agreement; or

       2.7.3.2. cease the relevant Awin Processing immediately on written notice to Awin.

2.8. The Publisher shall not use any reports generated by use of the Interface to create Visitor profiles.

2.9. The Publisher will not do or omit to do any act which may cause Awin to be in breach of any of its obligations under the Mexican Data Regulation.

3. GENERAL

Changes

3.1. Awin may on at least 7 days' written notice to the Publisher (including by the posting of a notice on the Interface) make binding variations to the Agreement, including this LFPDPPP Annex, which Awin reasonably considers to be necessary to address the requirements of Mexican Data Regulation.

4. LIMITATION OF LIABILITY

4.1. Each party shall be solely liable for any costs, claims, losses, damages, expenses or fines arising from:

    4.1.1. its breach of Mexican Data Regulation;

     4.1.2.   its breach of this LFPDPPP Annex or the Agreement;

     4.1.3.   Processing of Personal Data in its possession; and

     4.1.4.   events for which it is responsible;

and accordingly there shall be no joint liability between the parties in respect of such breaches.

4.2.   Awin shall not be liable for any breaches of Mexican Data Regulation arising in respect of Processing by or in connection with any third party adtech provider whose technology may be integrated with the Publisher Service by use of the Awin's technology (as applicable from time to time).

4.3.   In addition to the limitations outlined in this clause 4, each party's liability under this LFPDPPP Annex shall be limited in a manner consistent with any limitations of liability set out in the Agreement.