

## DATA PROCESSING AGREEMENT

This Data Processing Agreement (“**DPA**”) forms part of and is subject to the terms of the applicable supply partner insertion order form (“**IO**”), under which the supply partner identified in the IO (“**Supply Partner**”) has agreed to deliver Ads to LADbible Group Limited’s (“**Media Company**”) Sites. The Annexes to this DPA form part of this DPA.

During the course of carrying out the Processor Activities (as defined in the IO), Supply Partner shall be acting as a processor on Media Company’s behalf. Media Company and Supply Partner have agreed that Supply Partner shall undertake the Processor Activities in accordance with the terms of this DPA, in addition to the obligations set out in the IO and LADbible’s Standard Terms and Conditions (“**Terms**”). In the event of a conflict between the terms of this DPA and the IO or the Terms, the terms of this DPA shall prevail.

### 1. Definitions

1.1. The following terms shall have the following definitions:

“**C2P SCCs**” means: (i) module 2 of the standard contractual clauses approved by the EU Commission under Decision (EU) 2021/914; and (ii) the UK Addendum to the EU standard contractual clauses issued by the Information Commissioner under s119A(1) of the Data Protection Act 2018, which are hereby incorporated into this DPA as Annexes 1 and 2.

1.2. Capitalised terms used and not otherwise defined in this DPA shall have the meanings given to them in the Terms.

### 2. Processor Activities

2.1. This DPA applies to Supply Partner’s processing of personal data contained within Media Company Data (“**Media Company Personal Data**”) in the course of undertaking the Processor Activities.

2.2. In respect of such processing:

2.2.1. Supply Partner processes the Media Company Personal Data for the purpose of facilitating and/or executing the sale of Media Company Inventory on behalf of Media Company;

2.2.2. the duration of the processing is the term of the IO;

2.2.3. the categories of personal data processed are those set out in the definition of Media Company Data; and

2.2.4. the categories of data subject are users of, or visitors to, Media Company’s Sites and/or Network Properties.

2.3. Supply Partner warrants and undertakes that it shall:

2.3.1. only process the Media Company Personal Data in accordance with the terms of the IO and any other documented instructions given to it from time to time by the Media Company, including with regard to transfers, unless required to do otherwise by applicable law, in which case Supply Partner shall inform Media Company of the legal requirement before processing the Media Company Personal Data other than in accordance with Media Company’s instructions, unless that same law prohibits Supply Partner from doing so, on important grounds of public interest;

2.3.2. take appropriate technical and organisational measures to ensure that the processing of the Media Company Personal Data complies with the requirements set out in Applicable Data Protection Law, in particular the requirements of the GDPR and UK GDPR (as applicable), and that the rights of data subjects are protected. The measures must ensure

a level of data security appropriate to the risks to the rights and freedoms of the data subjects. These measures include, among others, the measures set out in Annex 3;

- 2.3.3. ensure that only such of its personnel who may be required by Supply Partner to assist it in meeting its obligations under this DPA will have access to the Media Company Personal Data, and that such personnel are bound by appropriate obligations of confidentiality in relation to the Media Company Personal Data;
  - 2.3.4. inform Media Company promptly, and in any event within two (2) Business Days, of any notice, enquiry or complaint received from a data subject or supervisory authority relating to Supply Partner's processing of the Media Company Personal Data;
  - 2.3.5. permit Media Company to inspect and audit Supply Partner's processing activities in order to determine whether Supply Partner complies with the terms of this DPA and with the requirements of Applicable Data Protection Laws. On reasonable request by Media Company, Supply Partner shall grant access to the Media Company or its agents to the extent reasonably necessary to accomplish the inspection and review of all processing facilities, data files and other documentation needed for processing and utilising the Media Company Personal Data in accordance with this Agreement. Supply Partner will assist with these inspections, where necessary;
  - 2.3.6. at no additional cost, provide full cooperation and assistance to Media Company as Media Company may require to allow Media Company to demonstrate compliance with its obligations as a controller, including in relation to data security; data breach notification; data protection impact assessments; prior consultation with supervisory authorities; the fulfilment of data subjects' rights; and any enquiry, notice or investigation by a supervisory authority; and
  - 2.3.7. at the request and option of Media Company (whether during or following termination or expiry of the IO), promptly and as specified by Media Company return or destroy all Media Company Personal Data in the possession or control of Supply Partner.
- 2.4. Media Company expressly agrees that as of the date of the Agreement, Supply Partner may use the list of sub-processors provided by Supply Partner to Media Company in writing prior to the commencement of the Agreement ("**Sub-Processors**") in relation the processing of the Media Company Personal Data. If Supply Partner wishes to replace a Sub-Processor or appoint an additional Sub-Processor, Supply Partner shall notify Media Company in writing at least thirty (30) days in advance (which shall include the identity and location of the proposed Sub-Processor and a description of the intended processing to be sub-contracted or outsourced). Media Company is entitled to object to the appointment of such proposed sub-processor. If Media Company has legitimate reasons for objecting to the appointment (including but not limited to Media Company having reasonable doubts that the new sub-processor is able to perform and fulfil Supply Partner's commitments and obligations under this DPA), Supply Partner will either (i) continue to provide the applicable services without involving the new sub-processor or (ii) remedy the concerns identified by Media Company in relation to the appointment of the new sub-processor. If Media Company's objections are not remedied within thirty (30) days after receipt of the objection, Media Company may terminate the Agreement by written notice and specify an effective termination date of up to six (6) months after such notice is given.
- 2.5. Supply Partner shall impose legally binding contract terms on the Sub-Processors and any new sub-processor which are substantially the same, and no less onerous, as those contained in this DPA.

- 2.6. Supply Partner acknowledges and agrees that it shall remain liable to Media Company for any breach of the terms of this DPA by any Sub-Processor (including any new sub-processor) and other subsequent third-party processors appointed by it.

### **3. SECURITY BREACHES**

- 3.1. Supply Partner shall notify Media Company immediately and in any event within 48 (forty-eight) hours of becoming aware of any actual or suspected accidental, unauthorised, or unlawful destruction, loss, alteration, or disclosure of, or access to, Media Company Personal Data ("**Security Breach**"). Supply Partner shall also provide Media Company with a detailed description of the Security Breach, the type of data that was the subject of the Security Breach and the identity of each affected person as soon as such information can be collected or otherwise becomes available, as well as any other information which Media Company may reasonably request relating to the Security Breach.
- 3.2. Supply Partner agrees to take action immediately, at its own expense, to investigate the Security Breach and to identify, prevent and mitigate the effects of any such Security Breach and, with Media Company's prior agreement, to carry out any recovery or other action necessary to remedy the Security Breach.
- 3.3. Supply Partner may not release or publish any filing, communication, notice, press release, or report concerning any Security Breach ("**Notices**") without the Media Company's prior approval.
- 3.4. Supply Partner shall pay for or reimburse Media Company for all costs, losses and expenses relating to any Security Breach, including without limitation, the cost of preparing and publishing Notices.
- 3.5. Supply Partner shall make available to Media Company all information necessary to demonstrate compliance with this DPA and allow for and contribute to audits, including physical inspections, conducted by Media Company or its Representatives who shall be bound by appropriate obligations of confidentiality.

### **4. DATA TRANSFERS**

- 4.1. If and to the extent that Supply Partner's processing of Media Company Personal Data as a processor involves a Restricted Transfer from Media Company to Supply Partner, the Parties shall comply with their respective obligations under the C2P SCCs.

## **ANNEX 1 - STANDARD CONTRACTUAL CLAUSES**

### **MODULE TWO: CONTROLLER TO PROCESSOR**

#### **Section I**

##### *Clause 1*

##### ***Purpose and scope***

- (a) The purpose of these standard contractual clauses is to ensure compliance with the requirements of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) for the transfer of personal data to a third country.
- (b) The Parties:
  - (i) the natural or legal person(s), public authority/ies, agency/ies or other body/ies (hereinafter “entity/ies”) transferring the personal data, as listed in Annex I.A. (hereinafter each “data exporter”), and
  - (ii) the entity/ies in a third country receiving the personal data from the data exporter, directly or indirectly via another entity also Party to these Clauses, as listed in Annex I.A. (hereinafter each “data importer”)have agreed to these standard contractual clauses (hereinafter: “Clauses”).
- (c) These Clauses apply with respect to the transfer of personal data as specified in Annex I.B.
- (d) The Appendix to these Clauses containing the Annexes referred to therein forms an integral part of these Clauses.

##### *Clause 2*

##### ***Effect and invariability of the Clauses***

- (a) These Clauses set out appropriate safeguards, including enforceable data subject rights and effective legal remedies, pursuant to Article 46(1) and Article 46 (2)(c) of Regulation (EU) 2016/679 and, with respect to data transfers from controllers to processors and/or processors to processors, standard contractual clauses pursuant to Article 28(7) of Regulation (EU) 2016/679, provided they are not modified, except to select the appropriate Module(s) or to add or update information in the Appendix. This does not prevent the Parties from including the standard contractual clauses laid down in these Clauses in a wider contract and/or to add other clauses or additional safeguards, provided that they do not contradict, directly or indirectly, these Clauses or prejudice the fundamental rights or freedoms of data subjects.
- (b) These Clauses are without prejudice to obligations to which the data exporter is subject by virtue of Regulation (EU) 2016/679.

##### *Clause 3*

##### ***Third-party beneficiaries***

- (a) Data subjects may invoke and enforce these Clauses, as third-party beneficiaries, against the data exporter and/or data importer, with the following exceptions:
  - (i) Clause 1, Clause 2, Clause 3, Clause 6, Clause 7;
  - (ii) Clause 8 - Module Two: Clause 8.1(b), 8.9(a), (c), (d) and (e);
  - (iii) Clause 9 - Module Two: Clause 9(a), (c), (d) and (e);
  - (iv) Clause 12 - Module Two: Clause 12(a), (d) and (f).

- (v) Clause 13;
  - (vi) Clause 15.1(c), (d) and (e);
  - (vii) Clause 16(e);
  - (viii) Clause 18 - Module Two: Clause 18(a) and (b).
- (b) Paragraph (a) is without prejudice to rights of data subjects under Regulation (EU) 2016/679.

#### *Clause 4*

##### ***Interpretation***

- (a) Where these Clauses use terms that are defined in Regulation (EU) 2016/679, those terms shall have the same meaning as in that Regulation.
- (b) These Clauses shall be read and interpreted in the light of the provisions of Regulation (EU) 2016/679.
- (c) These Clauses shall not be interpreted in a way that conflicts with rights and obligations provided for in Regulation (EU) 2016/679.

#### *Clause 5*

##### ***Hierarchy***

In the event of a contradiction between these Clauses and the provisions of related agreements between the Parties, existing at the time these Clauses are agreed or entered into thereafter, these Clauses shall prevail.

#### *Clause 6*

##### ***Description of the transfer(s)***

The details of the transfer(s), and in particular the categories of personal data that are transferred and the purpose(s) for which they are transferred, are specified in Annex I.B.

#### *Clause 7 – Optional: not used*

### **Section II – Obligations Of The Parties**

#### *Clause 8*

##### ***Data protection safeguards***

The data exporter warrants that it has used reasonable efforts to determine that the data importer is able, through the implementation of appropriate technical and organisational measures, to satisfy its obligations under these Clauses.

##### **8.1 Instructions**

- (a) The data importer shall process the personal data only on documented instructions from the data exporter. The data exporter may give such instructions throughout the duration of the contract.
- (b) The data importer shall immediately inform the data exporter if it is unable to follow those instructions.

##### **8.2 Purpose limitation**

The data importer shall process the personal data only for the specific purpose(s) of the transfer, as set out in Annex I.B, unless on further instructions from the data exporter.

### **8.3 Transparency**

On request, the data exporter shall make a copy of these Clauses, including the Appendix as completed by the Parties, available to the data subject free of charge. To the extent necessary to protect business secrets or other confidential information, including the measures described in Annex II and personal data, the data exporter may redact part of the text of the Appendix to these Clauses prior to sharing a copy, but shall provide a meaningful summary where the data subject would otherwise not be able to understand the its content or exercise his/her rights. On request, the Parties shall provide the data subject with the reasons for the redactions, to the extent possible without revealing the redacted information. This Clause is without prejudice to the obligations of the data exporter under Articles 13 and 14 of Regulation (EU) 2016/679.

### **8.4 Accuracy**

If the data importer becomes aware that the personal data it has received is inaccurate, or has become outdated, it shall inform the data exporter without undue delay. In this case, the data importer shall cooperate with the data exporter to erase or rectify the data.

### **8.5 Duration of processing and erasure or return of data**

Processing by the data importer shall only take place for the duration specified in Annex I.B. After the end of the provision of the processing services, the data importer shall, at the choice of the data exporter, delete all personal data processed on behalf of the data exporter and certify to the data exporter that it has done so, or return to the data exporter all personal data processed on its behalf and delete existing copies. Until the data is deleted or returned, the data importer shall continue to ensure compliance with these Clauses. In case of local laws applicable to the data importer that prohibit return or deletion of the personal data, the data importer warrants that it will continue to ensure compliance with these Clauses and will only process it to the extent and for as long as required under that local law. This is without prejudice to Clause 14, in particular the requirement for the data importer under Clause 14(e) to notify the data exporter throughout the duration of the contract if it has reason to believe that it is or has become subject to laws or practices not in line with the requirements under Clause 14(a).

### **8.6 Security of processing**

- (a) The data importer and, during transmission, also the data exporter shall implement appropriate technical and organisational measures to ensure the security of the data, including protection against a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access to that data (hereinafter “personal data breach”). In assessing the appropriate level of security, the Parties shall take due account of the state of the art, the costs of implementation, the nature, scope, context and purpose(s) of processing and the risks involved in the processing for the data subjects. The Parties shall in particular consider having recourse to encryption or pseudonymisation, including during transmission, where the purpose of processing can be fulfilled in that manner. In case of pseudonymisation, the additional information for attributing the personal data to a specific data subject shall, where possible, remain under the exclusive control of the data exporter. In complying with its obligations under this paragraph, the data importer shall at least implement the technical and organisational measures specified in Annex II. The data importer shall carry out regular checks to ensure that these measures continue to provide an appropriate level of security.
- (b) The data importer shall grant access to the personal data to members of its personnel only to the extent strictly necessary for the implementation, management and monitoring of the contract. It shall ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- (c) In the event of a personal data breach concerning personal data processed by the data importer under these Clauses, the data importer shall take appropriate measures to address the breach, including measures to mitigate its adverse effects. The data importer shall also notify the data exporter without undue delay after having become aware of the breach. Such notification shall contain the details of a contact point where more information can be obtained, a description of the nature of the breach (including, where possible, categories and approximate number of data subjects and personal data

records concerned), its likely consequences and the measures taken or proposed to address the breach including, where appropriate, measures to mitigate its possible adverse effects. Where, and in so far as, it is not possible to provide all information at the same time, the initial notification shall contain the information then available and further information shall, as it becomes available, subsequently be provided without undue delay.

- (d) The data importer shall cooperate with and assist the data exporter to enable the data exporter to comply with its obligations under Regulation (EU) 2016/679, in particular to notify the competent supervisory authority and the affected data subjects, taking into account the nature of processing and the information available to the data importer.

## **8.7 Sensitive data**

Where the transfer involves personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, or biometric data for the purpose of uniquely identifying a natural person, data concerning health or a person's sex life or sexual orientation, or data relating to criminal convictions and offences (hereinafter "sensitive data"), the data importer shall apply the specific restrictions and/or additional safeguards described in Annex I.B.

## **8.8 Onward transfers**

The data importer shall only disclose the personal data to a third party on documented instructions from the data exporter. In addition, the data may only be disclosed to a third party located outside the European Union (in the same country as the data importer or in another third country, hereinafter "onward transfer") if the third party is or agrees to be bound by these Clauses, under the appropriate Module, or if:

- (i) the onward transfer is to a country benefitting from an adequacy decision pursuant to Article 45 of Regulation (EU) 2016/679 that covers the onward transfer;
- (ii) the third party otherwise ensures appropriate safeguards pursuant to Articles 46 or 47 Regulation of (EU) 2016/679 with respect to the processing in question;
- (iii) the onward transfer is necessary for the establishment, exercise or defence of legal claims in the context of specific administrative, regulatory or judicial proceedings; or
- (iv) the onward transfer is necessary in order to protect the vital interests of the data subject or of another natural person.

Any onward transfer is subject to compliance by the data importer with all the other safeguards under these Clauses, in particular purpose limitation.

## **8.9 Documentation and compliance**

- (a) The data importer shall promptly and adequately deal with enquiries from the data exporter that relate to the processing under these Clauses.
- (b) The Parties shall be able to demonstrate compliance with these Clauses. In particular, the data importer shall keep appropriate documentation on the processing activities carried out on behalf of the data exporter.
- (c) The data importer shall make available to the data exporter all information necessary to demonstrate compliance with the obligations set out in these Clauses and at the data exporter's request, allow for and contribute to audits of the processing activities covered by these Clauses, at reasonable intervals or if there are indications of non-compliance. In deciding on a review or audit, the data exporter may take into account relevant certifications held by the data importer.
- (d) The data exporter may choose to conduct the audit by itself or mandate an independent auditor. Audits may include inspections at the premises or physical facilities of the data importer and shall, where appropriate, be carried out with reasonable notice.
- (e) The Parties shall make the information referred to in paragraphs (b) and (c), including the results of any audits, available to the competent supervisory authority on request.

#### *Clause 9*

##### ***Use of sub-processors***

- (a) The data importer has the data exporter's general authorisation for the engagement of sub-processor(s) from an agreed list. The data importer shall specifically inform the data exporter in writing of any intended changes to that list through the addition or replacement of subprocessors at least 30 days in advance, thereby giving the data exporter sufficient time to be able to object to such changes prior to the engagement of the sub-processor(s). The data importer shall provide the data exporter with the information necessary to enable the data exporter to exercise its right to object.
- (b) Where the data importer engages a sub-processor to carry out specific processing activities (on behalf of the data exporter), it shall do so by way of a written contract that provides for, in substance, the same data protection obligations as those binding the data importer under these Clauses, including in terms of third-party beneficiary rights for data subjects. The Parties agree that, by complying with this Clause, the data importer fulfils its obligations under Clause 8.8. The data importer shall ensure that the sub-processor complies with the obligations to which the data importer is subject pursuant to these Clauses.
- (c) The data importer shall provide, at the data exporter's request, a copy of such a sub-processor agreement and any subsequent amendments to the data exporter. To the extent necessary to protect business secrets or other confidential information, including personal data, the data importer may redact the text of the agreement prior to sharing a copy.
- (d) The data importer shall remain fully responsible to the data exporter for the performance of the sub-processor's obligations under its contract with the data importer. The data importer shall notify the data exporter of any failure by the sub-processor to fulfil its obligations under that contract.
- (e) The data importer shall agree a third-party beneficiary clause with the sub-processor whereby - in the event the data importer has factually disappeared, ceased to exist in law or has become insolvent - the data exporter shall have the right to terminate the sub-processor contract and to instruct the sub-processor to erase or return the personal data.

#### *Clause 10*

##### ***Data subject rights***

- (a) The data importer shall promptly notify the data exporter of any request it has received from a data subject. It shall not respond to that request itself unless it has been authorised to do so by the data exporter.
- (b) The data importer shall assist the data exporter in fulfilling its obligations to respond to data subjects' requests for the exercise of their rights under Regulation (EU) 2016/679. In this regard, the Parties shall set out in Annex II the appropriate technical and organisational measures, taking into account the nature of the processing, by which the assistance shall be provided, as well as the scope and the extent of the assistance required.
- (c) In fulfilling its obligations under paragraphs (a) and (b), the data importer shall comply with the instructions from the data exporter.

#### *Clause 11*

##### ***Redress***

- (a) The data importer shall inform data subjects in a transparent and easily accessible format, through individual notice or on its website, of a contact point authorised to handle complaints. It shall deal promptly with any complaints it receives from a data subject.
- (b) In case of a dispute between a data subject and one of the Parties as regards compliance with these Clauses, that Party shall use its best efforts to resolve the issue amicably in a timely fashion. The



Parties shall keep each other informed about such disputes and, where appropriate, cooperate in resolving them.

- (c) Where the data subject invokes a third-party beneficiary right pursuant to Clause 3, the data importer shall accept the decision of the data subject to:
  - (i) lodge a complaint with the supervisory authority in the Member State of his/her habitual residence or place of work, or the competent supervisory authority pursuant to Clause 13;
  - (ii) refer the dispute to the competent courts within the meaning of Clause 18.
- (d) The Parties accept that the data subject may be represented by a not-for-profit body, organisation or association under the conditions set out in Article 80(1) of Regulation (EU) 2016/679.
- (e) The data importer shall abide by a decision that is binding under the applicable EU or Member State law.
- (f) The data importer agrees that the choice made by the data subject will not prejudice his/her substantive and procedural rights to seek remedies in accordance with applicable laws.

#### *Clause 12*

##### ***Liability***

- (a) Each Party shall be liable to the other Party/ies for any damages it causes the other Party/ies by any breach of these Clauses.
- (b) The data importer shall be liable to the data subject, and the data subject shall be entitled to receive compensation, for any material or non-material damages the data importer or its sub-processor causes the data subject by breaching the third-party beneficiary rights under these Clauses.
- (c) Notwithstanding paragraph (b), the data exporter shall be liable to the data subject, and the data subject shall be entitled to receive compensation, for any material or non-material damages the data exporter or the data importer (or its sub-processor) causes the data subject by breaching the third-party beneficiary rights under these Clauses. This is without prejudice to the liability of the data exporter and, where the data exporter is a processor acting on behalf of a controller, to the liability of the controller under Regulation (EU) 2016/679 or Regulation (EU) 2018/1725, as applicable.
- (d) The Parties agree that if the data exporter is held liable under paragraph (c) for damages caused by the data importer (or its sub-processor), it shall be entitled to claim back from the data importer that part of the compensation corresponding to the data importer's responsibility for the damage.
- (e) Where more than one Party is responsible for any damage caused to the data subject as a result of a breach of these Clauses, all responsible Parties shall be jointly and severally liable and the data subject is entitled to bring an action in court against any of these Parties.
- (f) The Parties agree that if one Party is held liable under paragraph (e), it shall be entitled to claim back from the other Party/ies that part of the compensation corresponding to its / their responsibility for the damage.
- (g) The data importer may not invoke the conduct of a sub-processor to avoid its own liability.

#### *Clause 13*

##### ***Supervision***

- (a) Where the data exporter is established in an EU Member State: The supervisory authority with responsibility for ensuring compliance by the data exporter with Regulation (EU) 2016/679 as regards the data transfer, as indicated in Annex I.C, shall act as competent supervisory authority.

Where the data exporter is not established in an EU Member State, but falls within the territorial scope of application of Regulation (EU) 2016/679 in accordance with its Article 3(2) and has appointed a representative pursuant to Article 27(1) of Regulation (EU) 2016/679: The supervisory authority of the Member State in which the representative within the meaning of Article 27(1) of Regulation (EU) 2016/679 is established, as indicated in Annex I.C, shall act as competent supervisory authority.

Where the data exporter is not established in an EU Member State, but falls within the territorial scope of application of Regulation (EU) 2016/679 in accordance with its Article 3(2) without however having to appoint a representative pursuant to Article 27(2) of Regulation (EU) 2016/679: The supervisory authority of one of the Member States in which the data subjects whose personal data is transferred under these Clauses in relation to the offering of goods or services to them, or whose behaviour is monitored, are located, as indicated in Annex I.C, shall act as competent supervisory authority.

- (b) The data importer agrees to submit itself to the jurisdiction of and cooperate with the competent supervisory authority in any procedures aimed at ensuring compliance with these Clauses. In particular, the data importer agrees to respond to enquiries, submit to audits and comply with the measures adopted by the supervisory authority, including remedial and compensatory measures. It shall provide the supervisory authority with written confirmation that the necessary actions have been taken.

### **Section III – Local Laws And Obligations In Case Of Access By Public Authorities**

#### *Clause 14*

#### ***Local laws and practices affecting compliance with the Clauses***

- (a) The Parties warrant that they have no reason to believe that the laws and practices in the third country of destination applicable to the processing of the personal data by the data importer, including any requirements to disclose personal data or measures authorising access by public authorities, prevent the data importer from fulfilling its obligations under these Clauses. This is based on the understanding that laws and practices that respect the essence of the fundamental rights and freedoms and do not exceed what is necessary and proportionate in a democratic society to safeguard one of the objectives listed in Article 23(1) of Regulation (EU) 2016/679, are not in contradiction with these Clauses.
- (b) The Parties declare that in providing the warranty in paragraph (a), they have taken due account in particular of the following elements:
  - (i) the specific circumstances of the transfer, including the length of the processing chain, the number of actors involved and the transmission channels used; intended onward transfers; the type of recipient; the purpose of processing; the categories and format of the transferred personal data; the economic sector in which the transfer occurs; the storage location of the data transferred;
  - (ii) the laws and practices of the third country of destination– including those requiring the disclosure of data to public authorities or authorising access by such authorities – relevant in light of the specific circumstances of the transfer, and the applicable limitations and safeguards;
  - (iii) any relevant contractual, technical or organisational safeguards put in place to supplement the safeguards under these Clauses, including measures applied during transmission and to the processing of the personal data in the country of destination.
- (c) The data importer warrants that, in carrying out the assessment under paragraph (b), it has made its best efforts to provide the data exporter with relevant information and agrees that it will continue to cooperate with the data exporter in ensuring compliance with these Clauses.
- (d) The Parties agree to document the assessment under paragraph (b) and make it available to the competent supervisory authority on request.
- (e) The data importer agrees to notify the data exporter promptly if, after having agreed to these Clauses and for the duration of the contract, it has reason to believe that it is or has become subject to laws or practices not in line with the requirements under paragraph (a), including following a change in the laws of the third country or a measure (such as a disclosure request) indicating an application of such laws in practice that is not in line with the requirements in paragraph (a).

- (f) Following a notification pursuant to paragraph (e), or if the data exporter otherwise has reason to believe that the data importer can no longer fulfil its obligations under these Clauses, the data exporter shall promptly identify appropriate measures (e.g. technical or organisational measures to ensure security and confidentiality) to be adopted by the data exporter and/or data importer to address the situation. The data exporter shall suspend the data transfer if it considers that no appropriate safeguards for such transfer can be ensured, or if instructed by the competent supervisory authority to do so. In this case, the data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses. If the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise. Where the contract is terminated pursuant to this Clause, Clause 16(d) and (e) shall apply.

## *Clause 15*

### ***Obligations of the data importer in case of access by public authorities***

#### **15.1 Notification**

- (a) The data importer agrees to notify the data exporter and, where possible, the data subject promptly (if necessary with the help of the data exporter) if it:
- (i) receives a legally binding request from a public authority, including judicial authorities, under the laws of the country of destination for the disclosure of personal data transferred pursuant to these Clauses; such notification shall include information about the personal data requested, the requesting authority, the legal basis for the request and the response provided; or
  - (ii) becomes aware of any direct access by public authorities to personal data transferred pursuant to these Clauses in accordance with the laws of the country of destination; such notification shall include all information available to the importer.
- (b) If the data importer is prohibited from notifying the data exporter and/or the data subject under the laws of the country of destination, the data importer agrees to use its best efforts to obtain a waiver of the prohibition, with a view to communicating as much information as possible, as soon as possible. The data importer agrees to document its best efforts in order to be able to demonstrate them on request of the data exporter.
- (c) Where permissible under the laws of the country of destination, the data importer agrees to provide the data exporter, at regular intervals for the duration of the contract, with as much relevant information as possible on the requests received (in particular, number of requests, type of data requested, requesting authority/ies, whether requests have been challenged and the outcome of such challenges, etc.).
- (d) The data importer agrees to preserve the information pursuant to paragraphs (a) to (c) for the duration of the contract and make it available to the competent supervisory authority on request.
- (e) Paragraphs (a) to (c) are without prejudice to the obligation of the data importer pursuant to Clause 14(e) and Clause 16 to inform the data exporter promptly where it is unable to comply with these Clauses.

#### **15.2 Review of legality and data minimisation**

- (a) The data importer agrees to review the legality of the request for disclosure, in particular whether it remains within the powers granted to the requesting public authority, and to challenge the request if, after careful assessment, it concludes that there are reasonable grounds to consider that the request is unlawful under the laws of the country of destination, applicable obligations under international law and principles of international comity. The data importer shall, under the same conditions, pursue possibilities of appeal. When challenging a request, the data importer shall seek interim measures with a view to suspending the effects of the request until the competent judicial authority has decided on its merits. It shall not disclose the personal data requested until required to

do so under the applicable procedural rules. These requirements are without prejudice to the obligations of the data importer under Clause 14(e).

- (b) The data importer agrees to document its legal assessment and any challenge to the request for disclosure and, to the extent permissible under the laws of the country of destination, make the documentation available to the data exporter. It shall also make it available to the competent supervisory authority on request.
- (c) The data importer agrees to provide the minimum amount of information permissible when responding to a request for disclosure, based on a reasonable interpretation of the request.

#### **Section IV – Final Provisions**

##### *Clause 16*

##### ***Non-compliance with the Clauses and termination***

- (a) The data importer shall promptly inform the data exporter if it is unable to comply with these Clauses, for whatever reason.
- (b) In the event that the data importer is in breach of these Clauses or unable to comply with these Clauses, the data exporter shall suspend the transfer of personal data to the data importer until compliance is again ensured or the contract is terminated. This is without prejudice to Clause 14(f).
- (c) The data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses, where:
  - (i) the data exporter has suspended the transfer of personal data to the data importer pursuant to paragraph (b) and compliance with these Clauses is not restored within a reasonable time and in any event within one month of suspension;
  - (ii) the data importer is in substantial or persistent breach of these Clauses; or
  - (iii) the data importer fails to comply with a binding decision of a competent court or supervisory authority regarding its obligations under these Clauses.

In these cases, it shall inform the competent supervisory authority of such non-compliance. Where the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise.

- (d) Personal data that has been transferred prior to the termination of the contract pursuant to paragraph (c) shall at the choice of the data exporter immediately be returned to the data exporter or deleted in its entirety. The same shall apply to any copies of the data. The data importer shall certify the deletion of the data to the data exporter. Until the data is deleted or returned, the data importer shall continue to ensure compliance with these Clauses. In case of local laws applicable to the data importer that prohibit the return or deletion of the transferred personal data, the data importer warrants that it will continue to ensure compliance with these Clauses and will only process the data to the extent and for as long as required under that local law.
- (e) Either Party may revoke its agreement to be bound by these Clauses where (i) the European Commission adopts a decision pursuant to Article 45(3) of Regulation (EU) 2016/679 that covers the transfer of personal data to which these Clauses apply; or (ii) Regulation (EU) 2016/679 becomes part of the legal framework of the country to which the personal data is transferred. This is without prejudice to other obligations applying to the processing in question under Regulation (EU) 2016/679.

##### *Clause 17*

##### ***Governing law***

These Clauses shall be governed by the law of one of the EU Member States, provided such law allows for third-party beneficiary rights. The Parties agree that this shall be the law of Ireland.

*Clause 18*

***Choice of forum and jurisdiction***

- (a) Any dispute arising from these Clauses shall be resolved by the courts of an EU Member State.
- (b) The Parties agree that those shall be the courts of Ireland.
- (c) A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of the Member State in which he/she has his/her habitual residence.
- (d) The Parties agree to submit themselves to the jurisdiction of such courts.

## ANNEX I

### A. LIST OF PARTIES

#### **Data exporter(s):**

*Name:* LADBible Group Limited

*Address:* 20 Dale Street, Manchester, M1 1EZ, UK

*Contact person's name, position and contact details:* Emma Thomas, General Counsel,  
[dataprotection@ladbiblegroup.com](mailto:dataprotection@ladbiblegroup.com)

*Activities relevant to the data transferred under these Clauses:* The Processor Activities, as defined in the Terms

*Signature and date:* N/A

*Role (controller/processor):* Controller

#### **Data importer(s):**

*Name:* The Supply Partner listed on the IO

*Address:* The Supply Partner address listed on the IO

*Contact person's name, position and contact details:* The Supply Partner contact details listed on the IO

*Activities relevant to the data transferred under these Clauses:* The Processor Activities, as defined in the Terms

*Signature and date:* N/A

*Role (controller/processor):* Processor

## **B. DESCRIPTION OF TRANSFER**

*Categories of data subjects whose personal data is transferred*

Users of, or visitors to, Media Company's Sites and/or Network Properties.

*Categories of personal data transferred*

See the definition of Media Company Data in the Terms.

*Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.*

See the definition of Media Company Data in the Terms.

*The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).*

Continuous.

*Nature of the processing*

See the definition of Processor Activities.

*Purpose(s) of the data transfer and further processing*

See the definition of Processor Activities.

*The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period*

In accordance with clause 2.3.7 of the DPA.

*For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing*

See clause 2.4 of the DPA.

## **C. COMPETENT SUPERVISORY AUTHORITY**

Identify the competent supervisory authority/ies in accordance with Clause 13:

The Data Exporter's competent supervisory authority will be the authority that has competence (within the meaning of Article 55 and 56 of GDPR) over the relevant Data Exporter identified in Annex I.A.

## **ANNEX II**

### **TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA**

See Annex 3 of the DPA.



## ANNEX 2 - UK ADDENDUM TO STANDARD CONTRACTUAL CLAUSES

This Addendum has been issued by the Information Commissioner for Parties making Restricted Transfers. The Information Commissioner considers that it provides Appropriate Safeguards for Restricted Transfers when it is entered into as a legally binding contract.

### Part 1: Tables

Table 1: Parties

<b>Start date</b>	see Section I(b) of the Terms.	
<b>The Parties</b>	<b>Exporter (who sends the Restricted Transfer)</b>	<b>Importer (who receives the Restricted Transfer)</b>
<b>Parties' details</b>	<p>Full legal name: <i>The Data Exporter specified in the C2P SCCs</i></p> <p>Trading name (if different): <i>N/A</i></p> <p>Main address (if a company registered address): <i>The Data Exporter's address specified in the C2P SCCs</i></p> <p>Official registration number (if any) (company number or similar identifier):</p>	<p>Full legal name: <i>The Data Importer specified in the C2P SCCs</i></p> <p>Trading name (if different): <i>N/A</i></p> <p>Main address (if a company registered address): <i>The Data Importer's address specified in the C2P SCCs</i></p> <p>Official registration number (if any) (company number or similar identifier):</p>
<b>Key Contact</b>	<p>Full Name (optional): <i>The Data Exporter's contact person's name, specified in the C2C SCCs.</i></p> <p>Job Title: <i>The Data Exporter's contact person's job title, specified in the C2C SCCs.</i></p> <p>Contact details including email: <i>The Data Exporter's contact person's address, specified in the C2C SCCs.</i></p>	<p>Full Name (optional): <i>The Data Importer's contact person's name, specified in the C2P SCCs.</i></p> <p>Job Title: <i>The Data Importer's contact person's job title, specified in the C2P SCCs.</i></p> <p>Contact details including email: <i>The Data Importer's contact person's address, specified in the C2P SCCs.</i></p>
<b>Signature (if required for the purposes of Section 2)</b>	N/A	N/A

Table 2: Selected SCCs, Modules and Selected Clauses

<b>Addendum EU SCCs</b>	<p><input checked="" type="checkbox"/> The version of the Approved EU SCCs which this Addendum is appended to, detailed below, including the Appendix Information:</p> <p>Date: <i>See Section I(b) of the Terms.</i></p> <p>Reference (if any): <i>See the definition of C2P SCCs in the DPA.</i></p> <p>Other identifier (if any): <i>As above</i></p>
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Table 3: Appendix Information

"**Appendix Information**" means the information which must be provided for the selected modules as set out in the Appendix of the Approved EU SCCs (other than the Parties), and which for this Addendum is set out in:

Annex 1A: List of Parties: <i>See Annex 1A of the C2P SCCs.</i>
Annex 1B: Description of Transfer: <i>See Annex 1B of the C2P SCCs.</i>
Annex II: Technical and organisational measures including technical and organisational measures to ensure the security of the data: <i>See Annex II of the C2P SCCs.</i>
Annex III: List of Sub processors (Modules 2 and 3 only): <i>See Clause 2.4 of the DPA.</i>

*Table 4: Ending this Addendum when the Approved Addendum Changes*

<b>Ending this Addendum when the Approved Addendum changes</b>	Which Parties may end this Addendum as set out in Section 19: <input type="checkbox"/> Importer <input type="checkbox"/> Exporter <input checked="" type="checkbox"/> neither Party
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#### Alternative Part 2: Mandatory Clauses

<b>Mandatory Clauses</b>	Part 2: Mandatory Clauses of the Approved Addendum, being the template Addendum B.1.0 issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as it is revised under Section 18 of those Mandatory Clauses.
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### **ANNEX 3 – TECHNICAL AND ORGANISATIONAL MEASURES**

Supply Partner shall comply with the requirements of any information security Policies made available to Supply Partner by Media Company in accordance with Section II(c) of the Terms and shall, as a minimum, ensure:

- The confidentiality of information processed.
- The integrity of information processed.
- The availability of information processed.
- That Supply Partner complies with its legal requirements.
- That information security and risk awareness training is provided to all Supply Partner staff.
- That breaches of information security, actual or suspected, are reported to and investigated by Supply Partner.

Examples of the measures that Supply Partner shall implement to ensure the above are:

- Implementing data loss prevention measures to ensure that confidential data cannot be transported outside of the Supply Partner's systems.
- Maintaining and implementing disaster recovery and backup plans.
- Utilising appropriate network security and endpoint protection tools to ensure the integrity and security of the Supply Partner's network and systems.
- Monitoring the Supply Partner's network and systems for unauthorised access or use.
- Regularly patching known vulnerabilities and updating third party software.
- Implementing access management controls.
- Maintaining and implementing password security standards.
- Utilising multifactor authentication for the use of Supply Partner systems and applications.
- Utilising a VPN for secure communications.
- Encrypting data, including encrypting all data at rest.

*Last updated 2 June 2025*