

# DATA PROCESSING AGREEMENT

## Teal+ Data Processing Agreement

### Version 2.0 - January 2026

This Data Processing Agreement ("**DPA**") is entered into by and between Teal Digital Group Ltd and its Affiliates ("**Teal+**"), and the counterparty using Teal+ advertising technology ("**Partner**").

This DPA forms an integral part of the agreement executed between the parties (the "**Agreement**") and sets forth the parties' responsibilities and obligations regarding the processing of Personal Data. In the event of any conflict between this DPA and the Agreement, this DPA shall prevail with respect to the processing of Personal Data.

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## 1. DEFINITIONS

**Personal Data** – Any information that identifies, relates to, or is associated with an identified or identifiable natural person.

**Processing** – Any operation performed upon Personal Data, including collection, storage, use, analysis, disclosure, and deletion.

**Data Subject** – The identified or identifiable natural person to whom Personal Data relates.

**Controller** – The entity that determines the purposes and means of Processing Personal Data.

**Processor** – The entity that processes Personal Data on behalf of a Controller.

**Data Protection Laws** – All applicable data protection and privacy laws, including GDPR, UK GDPR, CCPA/CPRA, Swiss FDPA, and equivalent regulations in territories where the parties operate.

**Shared Personal Data** – The Personal Data shared by Partner with Teal+ in accordance with Annex I.

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## 2. RELATIONSHIP OF PARTIES

The parties acknowledge and agree that with regard to the Shared Personal Data, Teal+ and Partner are separate and independent data controllers. Each party shall process the Shared Personal Data solely in accordance with the Agreement and applicable Data Protection Laws.

Each party shall independently comply with its obligations as a controller under Data Protection Laws and shall reasonably assist the other party in achieving compliance.

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### 3. SCOPE OF PROCESSING

Partner warrants that it shall obtain all necessary permissions and valid consents from end-users to lawfully permit the Partner to share Shared Personal Data with Teal+ for the purposes of:

- (a) Displaying personalised and targeted advertisements;
- (b) Measuring advertisement effectiveness;
- (c) Preventing fraud and invalid traffic; and
- (d) Other purposes specified in the Agreement.

Partner shall maintain mechanisms for end-users to withdraw consent and shall provide records of consents to Teal+ upon reasonable request.

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### 4. PRIVACY SIGNALS AND COMPLIANCE

Partner undertakes to implement technical tools enabling end-users to set their privacy preferences. Partner shall transmit all applicable privacy signals (including TCF consent strings, CCPA opt-outs, GPC signals, and Google RDP flags) to Teal+ in their original form, and Teal+ shall transfer these signals to its advertising partners for compliance.

Each party shall maintain clear, accessible privacy policies complying with all applicable laws and industry standards.

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### 5. DATA SUBJECT RIGHTS

Each party shall provide reasonable assistance to enable the other party to respond to data subject requests (access, rectification, erasure, portability) within legally required timeframes. Each party shall maintain records of requests and responses as required by Data Protection Laws.

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### 6. SECURITY MEASURES

Each party shall implement appropriate technical and organisational measures to protect Shared Personal Data against unauthorised or unlawful processing, accidental loss, destruction, damage, alteration, disclosure, or access, including:

- (a) Encryption of Personal Data in transit and at rest;
- (b) Access controls limiting data access to authorised personnel on a need-to-know basis;
- (c) Annual security training for staff;
- (d) Network and physical security measures consistent with industry best practices;
- (e) Secure erasure or destruction of storage media before repurposing or disposal;
- (f) Maintenance of system confidentiality, integrity, availability, and resilience.

Each party shall maintain current technical and organisational measures appropriate to the harm that may result from unauthorised or unlawful processing.

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## 7. CONFIDENTIALITY

Both parties shall ensure that Shared Personal Data is kept confidential and that all personnel engaged in processing have committed themselves to confidentiality.

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## 8. DATA BREACH NOTIFICATION

Teal+ shall, without undue delay after becoming aware of the facts, inform you in writing about any breach of security that results in accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, the Shared Personal Data transmitted, stored or otherwise processed by Teal+; and any other material failure to comply with Teal+ obligations under this DPA.

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## 9. SUB-PROCESSORS

Teal+ may engage sub-processors to deliver services under the Agreement. Teal+ shall notify Partner of any intended changes to its sub-processor list and provide Partner with a reasonable opportunity (at least 15 days) to object on legitimate grounds. If Partner objects, the parties shall discuss resolution in good faith. Teal+ remains fully liable to Partner for its sub-processors' performance of data protection obligations.

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## 10. INTERNATIONAL TRANSFERS

For transfers of Personal Data from the EEA, UK, or Switzerland to countries without an adequacy decision, the parties agree to rely on Standard Contractual Clauses (SCCs) as set forth in Annex II. The parties agree that the SCCs are incorporated by reference and shall apply to such transfers.

For cross-border transfers, Teal+ shall implement commercially reasonable measures to resist government access requests and shall notify Partner of any mandatory legal demand for Personal Data where legally permitted to do so.

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## 11. DATA RETENTION AND DELETION

Teal+ shall retain Personal Data only for the duration necessary to fulfil the purposes set forth in this DPA and the Agreement. Upon termination or expiration of the Agreement, or upon Partner's request, Teal+ shall, at Partner's election, securely delete or return all Shared Personal Data within a reasonable timeframe, unless required by law to retain it.

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## 12. AUDIT AND COMPLIANCE

Each party shall maintain records demonstrating compliance with this DPA and shall provide the other party with reasonable access to information necessary to verify compliance. Upon reasonable request, each party shall provide certifications of compliance with its data protection obligations.

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## 13. GOVERNING LAW

This DPA shall be governed by the laws of England and Wales, except that the Standard Contractual Clauses (where applicable) shall be governed by the laws of the Republic of Ireland in relation to EEA transfers.

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## 14. EFFECTIVENESS AND AMENDMENTS

This DPA is effective as of the date of the Agreement. Teal+ may update this DPA to reflect changes in Data Protection Laws or industry practices. Teal+ shall provide Partner with reasonable notice of material changes. Continued use of services after such notice constitutes acceptance of the updated DPA.

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## ANNEX I – DETAILS OF SHARED PERSONAL DATA

**Categories of Data Subjects:** End-users in the EEA, UK, Switzerland, and other territories where the parties operate.

**Categories of Personal Data:**

- IP addresses
- Device identifiers (IDFA, AAID, cookies, unique identifiers)
- Device information (type, operating system, browser)
- Privacy consent strings and signals
- Cookie data
- Non-sensitive behavioural data

**Special Categories of Personal Data:** None (not processed under this DPA).

**Purpose of Processing:**

1. Displaying personalised and targeted advertisements
2. Measuring advertisement effectiveness and attribution
3. Fraud detection and prevention of invalid traffic
4. Compliance with applicable laws and regulations

**Frequency of Transfer:** Continuous, on a real-time basis.

**Duration of Processing:** Between 7 to 90 days, depending on the specific purpose (fraud retention may extend to 90 days; standard processing typically 7-30 days).

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## ANNEX II – INTERNATIONAL DATA TRANSFERS

For transfers from the EEA, UK, or Switzerland to countries without an adequacy determination under Data Protection Laws, the Standard Contractual Clauses adopted by the European Commission and the UK Information Commissioner's Office are incorporated by reference and shall apply.

The parties agree that:

(a) **EEA Transfers** shall be governed by the EU Standard Contractual Clauses (Commission Implementing Decision EU 2021/914), Module One (Controller to Controller).

(b) **UK Transfers** shall be governed by the UK International Data Transfer Addendum, as published by the UK Information Commissioner's Office.

(c) **Swiss Transfers** shall be governed by the Swiss Standard Contractual Clauses as recognised by the Swiss Federal Data Protection and Information Commissioner.

### **Data Importer Obligations (Teal+):**

- Encryption of Personal Data in transit and at rest using industry-standard encryption protocols
- Resistance to bulk surveillance requests to the maximum extent commercially reasonable under applicable law
- Prompt notification to Partner of any government requests for access to Personal Data, except where legally prohibited
- Annual notification to Partner (upon request) of categories of binding legal demands received

**Data Exporter (Partner) shall identify** the competent supervisory authority in accordance with Data Protection Laws applicable to the transfer.

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## ANNEX III–DATA PROTECTION COMPLIANCE SCHEDULES

### **Partner's Responsibilities:**

- Obtain and maintain valid consents and legal basis for processing
- Provide accurate and timely privacy notices to end-users
- Implement and maintain consent management platform (CMP)
- Transmit all privacy signals to Teal+ accurately and completely
- Maintain records of consents and withdrawals
- Report breaches to Teal+ within 48 hours of discovery

- Assist with data subject requests within legal timeframes

**Teal+ Responsibilities:**

- Process Personal Data only per Partner's documented instructions and the Agreement
  - Maintain appropriate security measures
  - Engage only authorised sub-processors
  - Provide reasonable audit access
  - Respond to Partner requests for data subject rights assistance
  - Notify Partner of breaches within 48 hours
  - Delete or return Personal Data upon termination or Partner request
  - Comply with privacy signals in advertising decisions
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## **ANNEX IV – CCPA/CPRA ADDENDUM**

This Annex applies if Partner's end-users include California residents.

**For Cross-Contextual Behavioural Advertising (CCBA):**

- Partner is the "First Party Business" and Teal+ is a "Third Party Business"
- Partner shall provide required Notice at Collection including disclosure of sharing with third-party ad partners
- Partner shall provide consumers with a clear opt-out mechanism for "Sharing and Selling Personal Information"
- Partner shall transmit CCPA privacy signals (including IAB GPP, us\_privacy string, GPC, Google RDP) to Teal+
- If a consumer opts out via a privacy signal, Teal+ shall not use such Personal Information for CCBA

**For Business Purpose Processing:**

- Teal+ acts as a Service Provider processing only per Partner's instructions
  - Teal+ shall not sell, share, or retain Personal Information for purposes outside the Business Purpose
  - Teal+ shall not combine Personal Information across customers
  - Teal+ certifies it understands CCPA obligations and shall not sell Personal Information
  - Teal+ shall immediately notify Partner if it determines it cannot meet CCPA obligations
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## **ACKNOWLEDGEMENT**

By executing the Agreement, both parties acknowledge that they have read, understood, and agree to be bound by the terms of this DPA.