

INTERNATIONAL TRANSFERS ADDENDUM

This International Transfers Addendum (this "DTA") is supplemental to any agreed upon privacy and data protection terms, whether in the form of a Data Privacy Agreement or other similar legal instrument or exhibit which, for purposes of this DTA, shall be referred to as the "Data Privacy Agreement" or "DPA", entered into by the Client and DoubleVerify Inc., on behalf of itself, its wholly owned affiliates and subsidiaries (hereinafter "DV"). For the avoidance of doubt, the scope of this DTA is to memorialize obligations and rights mandated by applicable laws and the obligations herein are intended to apply to the extent required by applicable laws in each relevant instance.

1. General Information

- 1.1 Definitions. For the purposes of this DTA, any capitalized terms used have the same meanings as set forth, as applicable, in the Agreement, the DPA or in relevant and applicable laws and regulations.
- 1.2 Order of Precedence. Except as may be supplemented by this DTA, the Agreement and applicable DPA will remain in full force and effect. For the avoidance of doubt, to the extent the SCCs apply to the relationship between DV and the Client, in the event of a conflict between the Agreement, the DPA and the SCCs, the SCCs will control. Notwithstanding the foregoing, any claims brought under this DTA shall be subject to the terms and conditions, including but not limited to, the exclusions and limitations, set forth in the Agreement.

2. International Transfers

- 2.1 Restricted Transfers. With respect to Personal Data originating in the EEA, the UK or Switzerland, the Parties agree that an adequate transfer mechanism must be used to legally support such transfers ("**Restricted Transfers**"). To the extent that the Processing by DV involves any such Restricted Transfers, such export shall be governed by either: (i) a compliance scheme recognized as offering adequate protection for the rights and freedoms of Data Subjects as determined by the European Commission, (ii) Binding Corporate Rules, or (iii) the latest approved version of the SCCs.
- 2.2 Transfer Mechanism. DV is a registered participant of the EU-US, UK-US and Swiss-US Data Privacy Framework ("**DPF**") and shall maintain such registration, supported via an external independent verification method (e.g., the *TRUSTe Data Privacy Framework Verification*), as long as the DPF remains a valid adequacy framework per Section 7.1 of this DPA. In the event that the DPF as an adequacy framework becomes invalid or is deemed inapplicable to a portion of DV's Solutions, and to the extent transfers of Personal Data occur between DV and the Client with respect to such portion of DV's Solutions, the Parties hereby agree that by signing this DPA, the most relevant and up to date version of the SCCs are deemed to have been executed in accordance with the terms of this DTA, with Client in the capacity of Exporter and DV in the capacity of Importer. Each Part of this DTA shall become applicable to the relationship of the Parties as outlined herein and to the extent Personal Data of Data Subjects located in each applicable jurisdiction is in scope.

3. Miscellaneous

This DTA embodies the entire agreement and understanding between the parties as it relates to the execution of the SCCs, and supersedes all prior agreements and understandings related to its subject matter.

PART I
EU Standard Contractual Clauses (“SCC”) Additional Information

When DV operates as a “Controller”, to the extent transfers of Personal Data are in scope for the relationship and an adequacy decision does not cover such transfers, the SCCs are completed as follows:

- To the extent both parties act as Controllers, Module One may apply.
- In Clause 7 (Docking clause), the optional docking clause will apply.
- In Clause 11 (Redress), the optional language shall not apply.
- In Clause 17 (Governing Law), Option 1 will apply, and the member state will be Ireland.
- In Clause 18 (Choice of Forum and Jurisdiction), the member state will be Ireland.

When DV operates as a “Processor”, to the extent transfers of Personal Data are in scope for the relationship and an adequacy decision does not cover such transfers, the SCCs are completed as follows:

- When Client is acting as a Controller, Module Two may apply.
- In Clause 7 (Docking clause), the optional docking clause will apply.
- In Clause 9 (Use of sub-processors), Option 2 will apply and the time period for prior notice of Sub-processor change shall be set out in Section 8 of this DPA.
- In Clause 11 (Redress), the optional language shall not apply.
- In Clause 17 (Governing Law), Option 1 will apply, and the member state will be Ireland.
- In Clause 18 (Choice of Forum and Jurisdiction), the member state will be Ireland.

When DV operates as a “Subprocessor”, to the extent transfers of Personal Data are in scope for the relationship and an adequacy decision does not cover such transfers, the SCCs are completed as follows:

- When Client is acting as a Controller, Module Three may apply.
- In Clause 7 (Docking clause), the optional docking clause will apply.
- In Clause 9 (Use of sub-processors), Option 2 will apply and the time period for prior notice of Sub-processor change shall be set out in Section 8 of this DPA.
- In Clause 11 (Redress), the optional language shall not apply.
- In Clause 17 (Governing Law), Option 1 will apply, and the member state will be Ireland.
- In Clause 18 (Choice of Forum and Jurisdiction), the member state will be Ireland.

Annex I of the SCCs is completed as follows:

- List of Parties: Client is the data exporter and DV is the data importer. The address, contact details and activities relevant to the transfer for the data exporter and data importer are set out in the Agreement. By signing this DPA, the data exporter and data importer will be deemed to have signed Annex I.
- Description of Transfer: The required information is set out in **ANNEX A (Processing Requirements)** of the applicable DPA.
- Competent Supervisory Authority: The data exporter’s competent supervisory authority will be determined in accordance with EU Data Protection Law.

Annex II is completed as follows:

The required information is set out in **ANNEX B (Subprocessors)** of the applicable DPA.

Annex III is completed as follows:

The required information is set out in **ANNEX C (Security Exhibit)** of the applicable DPA.

PART II
UK International Data Transfer Addendum to
the EU Standard Contractual Clauses¹

In relation to transfers of Personal Data originating in the UK and processed in accordance with Section 4 of this DPA, to the extent applicable, this UK International Data Transfer Addendum is completed as follows:

PART 1: TABLES

Table 1: Parties

Start date	The start of the processing of Personal Data under the terms of the Agreement by DoubleVerify.	
The Parties	Exporter (who sends the Restricted Transfer)	Importer (who receives the Restricted Transfer)
Parties' details	Client	DV
Key Contact	As defined in the Agreement	As defined in the Agreement

Table 2: Selected SCCs, Modules and Selected Clauses

Addendum EU SCCs	<input checked="" type="checkbox"/> The version(s) of the Approved EU SCCs which this UK Addendum is appended to, including the Appendix Information detailed below.
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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 UK Addendum is set out in:

<u>Annex 1A: List of Parties:</u> Please refer to the DPA .
<u>Annex 1B: Description of Transfer:</u> Please refer to Annex A (Processing Requirements) of the applicable DPA.
<u>Annex II: Technical and organisational measures including technical and organisational measures to ensure the security of the data:</u> Please refer to Annex C (Security Exhibit) of the applicable DPA.
<u>Annex III: List of Sub processors (if applicable):</u> Please refer to Annex B (Subprocessors) of the applicable DPA.

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

Ending this UK Addendum when the Approved Addendum changes	Which Parties may end this UK Addendum as set out in Section 19: <input checked="" type="checkbox"/> Importer <input checked="" type="checkbox"/> Exporter <input type="checkbox"/> neither Party
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¹ Version B1.0, in force 21 March 2022. This UK 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 2: MANDATORY CLAUSES

Entering into this UK Addendum

1. Each Party agrees to be bound by the terms and conditions set out in this UK Addendum, in exchange for the other Party also agreeing to be bound by this UK Addendum.
2. Although Annex 1.A and Clause 7 of the Approved EU SCCs require signature by the Parties, for the purpose of making Restricted Transfers, the Parties may enter into this UK Addendum in any way that makes them legally binding on the Parties and allows data subjects to enforce their rights as set out in this UK Addendum. Entering into this UK Addendum will have the same effect as signing the Approved EU SCCs and any part of the Approved EU SCCs.

Interpretation of this UK Addendum

3. Where this UK Addendum uses terms that are defined in the Approved EU SCCs those terms shall have the same meaning as in the Approved EU SCCs. In addition, the following terms have the following meanings:

Addendum EU SCCs	The version(s) of the Approved EU SCCs which this UK Addendum is appended to, as set out in Table 2, including the Appendix Information.
Appendix Information	As set out in Table 3.
Appropriate Safeguards	The standard of protection over the personal data and of data subjects' rights, which is required by UK Data Protection Laws when you are making a Restricted Transfer relying on standard data protection clauses under Article 46(2)(d) UK GDPR.
Approved Addendum	The template Addendum 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.
Approved EU SCCs	The Standard Contractual Clauses set out in the Annex of Commission Implementing Decision (EU) 2021/914 of 4 June 2021.
ICO	The Information Commissioner.
Restricted Transfer	A transfer which is covered by Chapter V of the UK GDPR.
UK	The United Kingdom of Great Britain and Northern Ireland.
UK Addendum	This International Data Transfer Addendum which is made up of this UK Addendum incorporating the Addendum EU SCCs.
UK Data Protection Laws	All laws relating to data protection, the processing of personal data, privacy and/or electronic communications in force from time to time in the UK, including the UK GDPR and the Data Protection Act 2018.
UK GDPR	As defined in section 3 of the Data Protection Act 2018.

4. This UK Addendum must always be interpreted in a manner that is consistent with UK Data Protection Laws and so that it fulfils the Parties' obligation to provide the Appropriate Safeguards.
5. If the provisions included in the Addendum EU SCCs amend the Approved SCCs in any way which is not permitted under the Approved EU SCCs or the Approved Addendum, such amendment(s) will not be incorporated in this UK Addendum and the equivalent provision of the Approved EU SCCs will take their place.
6. If there is any inconsistency or conflict between UK Data Protection Laws and this UK Addendum, UK Data Protection Laws applies.

7. If the meaning of this UK Addendum is unclear or there is more than one meaning, the meaning which most closely aligns with UK Data Protection Laws applies.
8. Any references to legislation (or specific provisions of legislation) means that legislation (or specific provision) as it may change over time. This includes where that legislation (or specific provision) has been consolidated, re-enacted and/or replaced after this UK Addendum has been entered into.

Hierarchy

9. Although Clause 5 of the Approved EU SCCs sets out that the Approved EU SCCs prevail over all related agreements between the parties, the parties agree that, for Restricted Transfers, the hierarchy in Section 10 will prevail.
10. Where there is any inconsistency or conflict between the Approved Addendum and the Addendum EU SCCs (as applicable), the Approved Addendum overrides the Addendum EU SCCs, except where (and in so far as) the inconsistent or conflicting terms of the Addendum EU SCCs provides greater protection for data subjects, in which case those terms will override the Approved Addendum.
11. Where this UK Addendum incorporates Addendum EU SCCs which have been entered into to protect transfers subject to the General Data Protection Regulation (EU) 2016/679 then the Parties acknowledge that nothing in this UK Addendum impacts those Addendum EU SCCs.

Incorporation of and changes to the EU SCCs

12. This UK Addendum incorporates the Addendum EU SCCs which are amended to the extent necessary so that:
 - a. together they operate for data transfers made by the data exporter to the data importer, to the extent that UK Data Protection Laws apply to the data exporter's processing when making that data transfer, and they provide Appropriate Safeguards for those data transfers;
 - b. Sections 9 to 11 override Clause 5 (Hierarchy) of the Addendum EU SCCs; and
 - c. this UK Addendum (including the Addendum EU SCCs incorporated into it) is (1) governed by the laws of England and Wales and (2) any dispute arising from it is resolved by the courts of England and Wales, in each case unless the laws and/or courts of Scotland or Northern Ireland have been expressly selected by the Parties.
13. Unless the Parties have agreed alternative amendments which meet the requirements of Section 12, the provisions of Section 15 will apply.
14. No amendments to the Approved EU SCCs other than to meet the requirements of Section 12 may be made.
15. The following amendments to the Addendum EU SCCs (for the purpose of Section 12) are made:
 - a. References to the "Clauses" means this UK Addendum, incorporating the Addendum EU SCCs;
 - b. In Clause 2, delete the words:
"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";
 - c. Clause 6 (Description of the transfer(s)) is replaced with:
"The details of the transfers(s) and in particular the categories of personal data that are transferred and the purpose(s) for which they are transferred) are those specified in Annex I.B where UK Data Protection Laws apply to the data exporter's processing when making that transfer.";
 - d. Clause 8.7(i) of Module 1 is replaced with:
"it is to a country benefitting from adequacy regulations pursuant to Section 17A of the UK GDPR that covers the onward transfer";
 - e. Clause 8.8(i) of Modules 2 and 3 is replaced with:
"the onward transfer is to a country benefitting from adequacy regulations pursuant to Section 17A of the UK GDPR that covers the onward transfer;"
 - f. References to "Regulation (EU) 2016/679", "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)" and "that Regulation" are all replaced by "UK Data Protection Laws". References to specific Article(s) of "Regulation (EU) 2016/679" are replaced with the equivalent Article or Section of UK Data Protection Laws;
 - g. References to Regulation (EU) 2018/1725 are removed;

- h. References to the “European Union”, “Union”, “EU”, “EU Member State”, “Member State” and “EU or Member State” are all replaced with the “UK”;
- i. The reference to “Clause 12(c)(i)” at Clause 10(b)(i) of Module one, is replaced with “Clause 11(c)(i)”;
- j. Clause 13(a) and Part C of Annex I are not used;
- k. The “competent supervisory authority” and “supervisory authority” are both replaced with the “Information Commissioner”;
- l. In Clause 16(e), subsection (i) is replaced with:
“the Secretary of State makes regulations pursuant to Section 17A of the Data Protection Act 2018 that cover the transfer of personal data to which these clauses apply;”;
- m. Clause 17 is replaced with:
“These Clauses are governed by the laws of England and Wales.”;
- n. Clause 18 is replaced with:
“Any dispute arising from these Clauses shall be resolved by the courts of England and Wales. A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of any country in the UK. The Parties agree to submit themselves to the jurisdiction of such courts.”; and
- o. The footnotes to the Approved EU SCCs do not form part of the UK Addendum, except for footnotes 8, 9, 10 and 11.

Amendments to this UK Addendum

- 16. The Parties may agree to change Clauses 17 and/or 18 of the Addendum EU SCCs to refer to the laws and/or courts of Scotland or Northern Ireland.
- 17. If the Parties wish to change the format of the information included in Part 1: Tables of the Approved Addendum, they may do so by agreeing to the change in writing, provided that the change does not reduce the Appropriate Safeguards.
- 18. From time to time, the ICO may issue a revised Approved Addendum which:
 - a. makes reasonable and proportionate changes to the Approved Addendum, including correcting errors in the Approved Addendum; and/or
 - b. reflects changes to UK Data Protection Laws;

The revised Approved Addendum will specify the start date from which the changes to the Approved Addendum are effective and whether the Parties need to review this UK Addendum including the Appendix Information. This UK Addendum is automatically amended as set out in the revised Approved Addendum from the start date specified.

- 19. If the ICO issues a revised Approved Addendum under Section 18, if any Party selected in Table 4 “Ending the UK Addendum when the Approved Addendum changes”, will as a direct result of the changes in the Approved Addendum have a substantial, disproportionate and demonstrable increase in:
 - a. its direct costs of performing its obligations under the UK Addendum; and/or
 - b. its risk under the UK Addendum,

and in either case it has first taken reasonable steps to reduce those costs or risks so that it is not substantial and disproportionate, then that Party may end this UK Addendum at the end of a reasonable notice period, by providing written notice for that period to the other Party before the start date of the revised Approved Addendum.

- 20. The Parties do not need the consent of any third party to make changes to this UK Addendum, but any changes must be made in accordance with its terms.

PART III
Swiss Addendum to the EU Standard Contractual Clauses

For transfers of Personal Data originating in Switzerland, the EU Standard Contractual Clauses shall be amended in accordance with statement of the Swiss Federal Data Protection and Information Commissioner (“**FDPIC**”) of 27 August 2021.² In particular:

- A. The FDPIC shall be the competent supervisory authority insofar as the transfer is governed by the Swiss Federal Act on Data Protection (“**FADP**”) (Clause 13);
- B. The law of the country specified in the EU Standard Contractual Clauses shall be the governing law (Clause 17);
- C. The courts of the country specified in the EU Standard Contractual Clauses shall be the choice of forum (Clause 18), but this shall not exclude data subjects in Switzerland from the possibility of bringing a claim in their place of habitual residence in Switzerland, in accordance with Clause 18(c); and
- D. The EU Standard Contractual Clauses shall protect the data of legal entities in Switzerland until the entry into force of the revised FADP.

² Available for direct download at:
<https://www.edoeb.admin.ch/dam/edoeb/en/dokumente/2021/Paper%20SCC%20def.en%2024082021.pdf.download.pdf/Paper%20SCC%20def.en%2024082021.pdf>.