



ADVERTISING DATA AGREEMENT (VENDOR)

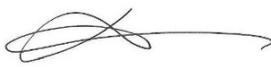
MEDIA ENTERPRISE				
Name:	NHST Global Publications AS with related titles IntraFish (intrafish.no and intrafish.com), Recharge (rehargenews.com), TradeWinds (tradewindsnews.com) and Upstream (upstreamonline.com)			
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Contacts:	Name:	Title:	Phone:	Email:
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For technical matters:	Alen Kurt	Head of Ad Operations	+47 47634767	alen.kurt@nhst.com
DPO:	Hege Hansen	DPO	+47 93256234	nhstglobal.privacy.officer@nhst.com

COMPANY				
Name:				
Reg.no:				
Address:				
Role of the Company:				
Contacts:	Name:	Title:	Phone:	Email:
For commercial matters:				
For technical matters:				
DPO:				
AFFILIATES		Name of affiliate	Affiliate reg.no	

SIGNATURES

For and behalf of Media Enterprise:

For and behalf of the Company:

Signature: 

Signature: _____

Name: Jon Spencer

Name:

Date:

Scope

This Agreement is entered into between the Media Enterprise and the Company and applies to advertising campaigns run on Media Enterprise Service.

If it is indicated on the front page that the Agreement also covers affiliates, the term "Company" in this Agreement shall also include any such affiliate. The signatory Company shall be fully liable to the Media Enterprise for any breach of this Agreement by any affiliate.

Definitions

"Applicable Law": Applicable laws and regulations, including but not limited to the Ecom Act and General Data Protection Regulations.

"Data": Any data that the Company collects or process on a Media Enterprise Service when delivering or measuring ads, whether or not such information is personal data, including but not limited to user information (such as device ID, browser type, OS type, IP address and cookie file, information concerning the performance of an ad (such as number of impressions and number of clicks), and/or information stored on a user device using cookies or similar technologies).

Ecom Act: The Norwegian law (LOV-2003-07-04-83) on electronic communication.

"GDPR": The EU General Data Protection Regulation 2016/679.

"Media Enterprise Service": Any digital service owned or operated by the Media Enterprise, where "operated" means third party digital services of which the Media Enterprise is the seller of advertising inventory.

"Permitted Purposes": Ad selection, delivery, reporting: The collection of information, and combination with previously collected information, to select and deliver advertisements for users, and to measure the delivery and effectiveness of such advertisements. This includes using previously collected information about users' interests to select ads, processing data about what advertisements were shown, how often they were shown, when and where they were shown, and whether the user took any action related to the advertisement, including for example clicking an ad or making a purchase.

"Personalisation": The collection and processing of information about user of a site to subsequently personalize advertising for them in other contexts, i.e. on other sites or apps, over time. Typically, the content of the site or app is used to make inferences about user interests, which inform future selections.

Other non-defined terms shall have the meaning as defined in the GDPR.

General provisions

In the context of the Agreement, a party does not act as processor on behalf of the other party, and the parties do not act as joint controllers.

Each party is separately responsible for complying with its obligations under Applicable Law. Without limiting the generality of the foregoing, the Media Enterprise is responsible for the transparency to users of the disclosure/making available of the Data to the Company, whereas the Company is responsible for ensuring the lawfulness (including legal basis) of the processing of the Data.

On the Media Enterprise Service, the Media Enterprise shall comply with the Ecom Act, including the cookie notice and cookie acceptance obligation as applicable. The Media Enterprise shall upon request offer the Company information about how compliance is ensured in this regard.

Either party shall provide to the other party such assistance, cooperation and information as the other party may reasonably require to satisfy obligations under Applicable Laws, including in respect to data subject rights and transparency obligations.

Neither party shall share with the other party any personal data that allows end users to be directly identified (for example, by reference to their name or email address), knowingly pass to the other party any personal data of children as defined under Applicable Law, and share with the other party any special categories of personal data unless expressly agreed in writing and as permitted under Applicable Law.

Purpose limitation

The Company shall process Data solely for the Permitted Purposes. The Media Enterprise may during the term of this Agreement supplement the list of prohibited purposes if needed for clarity.

For the avoidance of doubt, the Company shall refrain from processing Data for any other purpose, including but not limited to Personalisation.

Disclosure of Data to third parties

The Company shall be entitled to disclose (or otherwise give access) Data to a third party (such as processors of the Company, measurement companies, or customers of the Company) only if such disclosure is permitted under Applicable Law, only to the extent required to fulfil the Permitted Purposes, and only provided that:

- (i) the third party only processes Data as permitted in this Agreement;
- (ii) the third party is informed about the purpose limitation contemplated in this Agreement;
- (iii) the Company has an agreement with the third party imposing at least the same restrictions on the use of Data as those set out in this Agreement; and
- (iv) if the third party will be controller of the Data: the Company provides the Media Enterprise prior written notice about the third party and the Media Enterprise approves such third party.

The Company remains fully liable to the Media Enterprise for its disclosure of Data to a third party. Any notification to, or approval by, the Media Enterprise of such disclosure shall not relieve the Company from its responsibility under this Agreement.

Data security

The Company shall maintain appropriate technical and organisational security measures to protect the Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access. Notwithstanding the generality of the above, the Company shall limit access to the Data to personnel on a need-to-know basis and ensure that such personnel are subject to appropriate confidentiality obligations.

In the event of a security breach involving the Data, the Company shall without undue delay notify the Media Enterprise, with a description of the nature of the breach, the likely consequences of the breach, and measures taken (or intended to be taken) to address the breach and to mitigate its possible adverse effects. The involved parties shall in good faith collaborate in relation to potential notification requirements to data protection authorities. For the avoidance of doubt, the Media Enterprise is not responsible for notifying such breach to a supervisory authority or to the affected data subjects. Without the Media Enterprise's prior written approval, the Company is not entitled to mention or refer to the name or trademark of the Media Enterprise in any breach notification to a supervisory authority or to the affected data subjects unless strictly necessary to comply with Applicable Law and always provided that the Media Enterprise has been duly notified.

International transfers

The Company shall not transfer the Data to a third country or an international organisation unless the conditions laid down in Chapter V of the GDPR is complied with. For the avoidance of doubt, the Company is solely responsible for the lawfulness of such transfer.

Sanctions

The Company is liable to the Media Enterprise and its affiliates for any costs, losses and expenses caused by the breach of this Agreement.

The Company will indemnify and hold the Media Enterprise and its affiliates harmless from and against any claim by a third party (including claim for fines, penalties or damages by a supervisory authority or a data subject)

which arises out of any act or omission of the Company, provided that the Company is notified about the claim without undue delay, and provided that the Company is reasonably given the possibility to cooperate with the Media Enterprise in the defence of the claim.

Term and termination

This Agreement remains in force as long as the Company processes the Data. The Media Enterprise may by written notice prevent the Company from delivering ads on a Media Enterprise Service and/or terminate the Agreement with immediate effect if the Media Enterprise is of the reasonable opinion that that the Company acts in breach of this Agreement. Such termination shall not relieve the Company from fulfilling any other agreement that it may have with the Media Enterprise or any affiliates of the Media Enterprise.

Amendments and adoptions to industry-practice

The Parties acknowledge that there may be a need to adopt this Agreement to legal changes and/or industry practice including industry-wide policies and/or code(s) of conduct as applicable. If a Party intends to adhere to such standards and determines that there is a need for adoptions of the Agreement, it shall invite the other Party to good-faith discussions regarding relevant amendments and the Parties shall aim to amend the Agreement as relevant, however still respecting its fundamental principles.

Notices

When this Agreement stipulates that a notice is to be sent in writing, it may also be sent by email.

Governing law and legal venue

This Agreement is governed by Norwegian law. The parties shall in good faith endeavour to solve any disputes amicably. If a dispute cannot be solved, it may be referred to the Oslo Municipal Court.