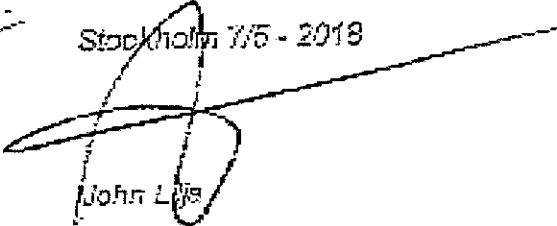


Dear Client,

Please find attached Delta Project's Data Processing Agreement (DPA). Due to the upcoming new GDPR legislation we have produced a DPA for the purpose of transparency and clarification of our relationship with you as our client. This DPA is now part of the Master Service Agreement between you and Delta Projects. No further action on your part is required. Your use of any services or no response shall constitute your acceptance of the updated Master Service Agreement.

If you have questions or wish more information about the DPA or GDPR please contact your account responsible. We will try our best to be of service, one example of that aim to help is a recommendation we have produced for of how you can communicate your own cookie policy (on your website) in regards to your use of Delta Projects.

Stockholm 7/5 - 2018



John Lys

CEO Delta Projects

Delta Projects AB

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Data Processing Agreement

Background

Some of our clients inject "orderID" or similar indirect personal data (referred further down to as Personal Data), into Deltas order trackers that are implemented on their website, e-shop or App. Due to the possibility to connect an "orderID", as used in the example, to a customerID on the client side, we consider the orderID to be personal data and should therefore be handled accordingly, hence the need for this Data Processing Agreement.

This Data Processing Agreement applies to the processing of Personal Data (as defined below) by Delta Projects AB (hereinafter "Delta Projects" or "Processor") and you as a customer of Delta Project's services (hereinafter "Company" or "Controller") (Delta Projects and Company may be referred to herein individually as a "Party" and collectively as the "Parties").

1. Introduction (Relationship of the Parties)

1.1. The subject of this Agreement is the collection and processing of Personal Data (as defined below) in connection with the use of services provided by Delta Projects to the Controller as specified in Delta Projects General terms and conditions. (<http://www.deltaprojects.com/terms-and-conditions/>).

1.2. The Controller appoints Delta Projects as a processor to process Personal Data (as defined below) for the purposes described in this Introduction and the General terms and conditions or as otherwise agreed in writing by the parties. (the "Permitted Purpose")

1.3. Each party shall comply with the obligations that apply to it under Applicable Data Protection Law (as defined below).

2. Definitions

2.1. In this Agreement, the following terms shall have the following meanings:

2.2. "controller", "processor", "data subject", "personal data", "processing" (and "process") and "special categories of personal data" shall have the meanings given in Applicable Data Protection Law;

2.3. "Applicable Data Protection Law" shall mean: The EU General Data Protection Regulation (Regulation 2016/679).

2.4. "Instruction" means a direction, either in writing, in textual form (e.g. by e-mail) or by using a software or online tool, issued by the Controller to the Processor and directing the Processor to process Personal Data.

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2.5. "Company Data" means all electronic data which is (1) submitted to the Processor by the Controller or (2) which is collected, used and processed by the Processor specifically for the Controller or via the Controller's digital properties.

2.6. "Personal Data" means Company Data which is personal data under the Applicable Data Protection Law.

3. Scope of Data processing

3.1. The Processor processes the Personal Data exclusively in accordance with the Master Service Agreement, and this Agreement, which together shall constitute the Instructions of the Company. Company agrees that Delta Projects may process and use Personal Data for the purposes of fraud detection, to fulfill agreed services in the General terms and conditions and reporting in aggregated form. Details on the data provided by the Company, including the nature of data processing, the type of data being processed and the segments of data subjects concerned, are described in Annex 1 (Processing Activities) to this Agreement.

4. Processor's Obligations

4.1. Technical and organisational security measures: The Processor shall implement technical and organisational security measures necessary to protect the Personal Data from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Personal Data, in compliance with the Applicable Data Protection Law. An overview of such technical and organisational measures which have been implemented as of the effective date of this Agreement is set out in <http://www.deltaprojects.com/data-collection-policy/>. As technical and organisational measures are subject to technological development, the Processor is entitled to implement alternative measures provided they do not fall short of the level of data protection set out by the Applicable Data Protection Law.

4.2. Sub-processing. The Processor shall not engage any sub-processors without the prior written authorization of the Company. The Processor shall ensure that all sub-processors have the same data protection obligations as set out in this Agreement. The Processor shall be fully liable to the Company for the performance of the sub-processors' obligations.

4.2.1. International transfers of Data: If and to the extent that Personal Data is subject to Applicable Data Protection Law, the Processor shall not transfer Personal Data to third parties outside of the European Economic Area without prior written approval of the Company and unless it has taken such measures as are necessary to ensure the transfer is in compliance with Applicable Data Protection Law.

4.3. Cooperation and data subjects' rights: The Processor shall provide, insofar as this is possible, assistance to the Company to enable the Company to respond to: any request from a data subject

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to exercise any of its rights under Applicable Data Protection Law (including its rights of access, correction, objection, erasure and data portability, as applicable); and any other correspondence, enquiry or complaint received from a data subject, regulator or other third party in connection with the processing of the Personal Data. In the event that any such request, correspondence, enquiry or complaint is made directly to the Processor, the Processor shall without undue delay inform the Company providing full details of the same. Upon request, the Processor shall provide the Company with contact details of the staff to approach with privacy-related queries.

4.4. Data Protection Impact Assessment and Prior Consultation: If the Processor believes or becomes aware that its processing of the Personal Data is likely to result in a high risk to the data protection rights and freedoms of data subjects, it shall inform the Company and provide reasonable cooperation to the Company in connection with any data protection impact assessment that may be required under Applicable Data Protection Law. Furthermore, Processor shall also assist the Controller in ensuring that the Controller complies with the obligation to conduct prior consultations with the supervisory authority.

4.5. Data breach incidents: If it becomes aware of a confirmed data breach incident, the Processor shall inform the Company without undue delay and shall provide reasonable information and cooperation to the Company so that the Company can fulfill any data breach reporting obligations it may have under (and in accordance with the timescales required by) Applicable Data Protection Law. The Processor shall further take such any reasonably necessary measures and actions to remedy or mitigate the effects of the data breach incident.

4.6. Deletion or Return of Personal Data: Upon termination or expiry of this Agreement or the General terms and conditions, as appropriate, the Processor shall (at the Company's choice) delete or return all Personal Data in its possession or control. This requirement shall not apply to the extent that the Processor is required by applicable law to retain some or all of the Personal Data.

4.7. Confidentiality of processing. The Processor shall ensure that any person it authorises to process the Personal Data shall protect the Personal Data in accordance with the Processor's confidentiality obligations under this Agreement and the General terms and conditions.

4.8. Information obligation and audit rights. The Processor shall make available to the Company all information necessary to demonstrate compliance with the Processor's obligations under this Agreement. The Processor shall allow for and contribute to audits, including inspections, conducted by the Company or another auditor mandated by the Company that shall be subject to confidentiality obligations and shall not be a competitor to the Processor. Any such audits or inspections shall be at the Company's expense and take place during normal business hours and in a manner that does not interfere with the Processor's operations. Before the commencement of any such audit or inspection, the Company and the Processor shall mutually agree upon the scope,

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timing, and duration of the audit or inspection. The results of any such audit or inspection shall be confidential.

5. Company's Obligations

5.1 Personal data. Where it has been agreed that Company shall provide Delta Projects with personal data the Company is responsible to ensure that the Personal Data is obtained in accordance with Applicable Data Protection Law from the data subject and to keep the data subject informed about the purpose of the collection and usage of the data that is sent and processed by Delta Projects. Any request from a data subject to exercise any of its rights under Applicable Data Protection Law shall be governed in accordance with sections 4.3 and 5.3 of this Agreement.

5.2. Audit Information Obligation. The Company shall inform the Processor as soon as reasonably possible of any inspection or audit of the Personal Data processing by any competent authority which relates to the Data processing by the Processor. In the event of an audit or inspection by the Company in accordance with section 4.8 hereof, the Company shall provide the Processor with at least 30 days in advance written notice of such an audit or inspection.

5.3. Data Subject Requests. The Company shall inform the Processor as soon as reasonably possible of any request received by the Company in relation to the processing under this Agreement from a data subject to enforce their rights under the Applicable Data Protection Law, whereupon the Processor shall assist the Company with responding to such requests in accordance with section 4.3. of this Agreement.

6. Term, Termination

6.1. This Agreement is entered into for as long as the Processor processes data on behalf of the Company in accordance with this Agreement and the Master Service Agreement.

7. Liability

7.1. Unless expressly provided, each Party shall only be liable for direct losses caused by negligence and the total aggregate liability of each Party shall be limited to an amount up to of 500.000 SEK.

7.2. Each Party shall not be liable for any loss of production, loss of data, loss of business or profit, loss of use, loss of goodwill or any indirect or consequential damages.

7.3. Notwithstanding what is set out in this Agreement, Processor shall be exempt from any and all liability under this Agreement, if such liability is incurred due to the Instruction of the Controller infringes the Applicable Data Protection Law.

7.4. The above limitations shall not apply

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- (a) in the event of any loss which is caused by any Party's gross negligence, intentional breach;
- (b) to the breach of the confidentiality undertaking set out in this Agreement; and
- (c) to death, personal injury.

8. Order of precedence

8.1. In the event of inconsistencies between the provisions of this Agreement and the Master Service Agreement, the provisions of this Agreement shall prevail.

Annex 1

Processing Activities

A. Services and nature of processing provided by Processor:

A.1. Delta Projects shall provide online advertising services to the Company and, for this purpose and subject to the Company's choice and/or use of the respective service, may perform the following processing activities for Company:

A.2. Bid Optimization, i.e. use Personal Data to decide on which impressions from different exchanges a bid may be issued; (Product retargeting)

A.3. Audience Extension, i.e. use Personal Data to calculate similar audiences from data received by Delta Projects from third party partners (subject to Company's choice) as configured by Company;

A.4. Statistical Location Data, i.e. enriching Company Data with aggregate statistical location-based data;

A.5. Audience Management and segmentation of Company Data, i.e. the categorization of Company Data into segments as a data management tool;

A.6. Ad Serving, i.e. the delivery and optimization of Ads on third party properties and the collection of information about interactions with Ads.

A.7. Internet tracking, collecting of information about interactions, with Company websites, apps and other digital properties, such as the URL of the web page, technical browser and device information and timestamp. In addition, the script/pixel allows the Company to feed additional variables to Delta Project's platform by using predefined variable names such as "Order Value and

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currency”, “Product Name and/or Product ID”, etc. that allow the Company to transmit data e.g. about the products being seen/visited or bought.

A.8. Segmentation

Based on our own browser classification we assign a browser with a probabilistic profile based on interest such as news, sport, travel etc. We do NOT do any segmentation on the segments specified in Article 9 in GDPR.

Based on statistical models we can also do segmentation on gender and age (18-25; 25+).

This is segmentation that are in line with the recommendation with WP25rev.01


B. Type(s) of personal data being processed:

B.1. By using standard pixels/scripts no types of personal data except orderID is being processed: if the Company injects it.

B.2. No special categories of personal data or other sensitive information are processed by Delta Projects for the Company.

C. Data Subjects:

C.1. Users of digital properties including websites and mobile apps owned or controlled by the Company; Customers of the Company.

Stockholm 7/5 - 2018

John Lius

Name

Signature

Company name

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