

MINTEGRAL PUBLISHER TERMS OF SERVICE

Last updated on 2023/11/30

[Signing Entities]

This Agreement is an electronic agreement. Mintegral's signing entity is depended on your Area chosen by you on Mintegral Platform.

- a. If the Area is [China],
 - a) If you chooses **RMB** as payment currency on Mintegral Platform, this Agreement is signed between you and 武汉汇量信息科技有限公司;
 - b) If you chooses **US Dollar** as payment currency in Mintegral Platform, this Agreement is signed between you and Mintegral International Limited;

Notes: If you choose Area as [China], you are required to use an signing entity as a citizen of the mainland area of the People's Republic of China (hereinafter referred to as "Mainland China". For the purpose of this Agreement, the mainland areas of the People's Republic of China does not include the Hong Kong S.A.R, Macao S.A.R, and the Taiwan areas) or an entity duly incorporated under the laws of Mainland China.

- b. If the Area is the United State of America or Canada, this Agreement is signed between you and Mintegral North America Inc.;
- c. If the Area is Singapore, Hong Kong S.A.R., this Agreement is signed between you and Mintegral International Limited;
- d. If the Area is not specified above, this Agreement is signed between you and Adlogic Technology Pte. Ltd.

The following content shall apply to all individuals and legal entities who registered in the Mintegral Platform as Publishers.

Except as otherwise provided, 武汉汇量信息科技有限公司, Mintegral International Limited, Adlogic Technology Pte. Ltd and Mintegral North America Inc. shall be collectively referred to as "Mintegral" in this Agreement. If you are handling and signing this Agreement on behalf of the Partner, you shall guarantee that you have obtained the lawful and valid authorization of the Partner. Partner and Mintegral are each referred to in this Agreement as a "Party" and collectively, as the "Parties".

This Mintegral Publisher Terms of Service ("Agreement") stipulates the cooperation between Mintegral and You ("Partner") for the monetization business and other related business ("Service") provided by Mintegral.

PLEASE READ THE FOLLOWING MINTEGRAL PUBLISHER TERMS OF SERVICE CAREFULLY AND DO PAY ATTENTION TO THE RESPECTIVE DEFINITIONS; IF YOU DO NOT FULLY UNDERSTAND AND AGREE TO ALL OF THE FOLLOWING AGREEMENT, THEN YOU MAY NOT SIGN UP TO THE MINTEGRAL PLATFORM OR ACCESS THE SERVICES IN ANY WAY. **BY CLICKING ON "I agree to MINTEGRAL PUBLISHER TERMS OF SERVICE" AND SIGNING UP TO MINTEGRAL PLATFORM, OR YOUR USE OR CONTINUAL USE OF THIS SERVICES INDICATES THAT YOU HAVE READ , UNDERSTOOD AND ACCPETED THIS AGREEMENT.**

IF YOU HAVE ENTERED INTO AN AGREEMENT RELATED TO SERVICE ("OFFLINE AGREEMENT") WITH MINTEGRAL BEFORE YOUR SIGNUP AND YOUR ACCEPTANCE OF THIS AGREEMENT; PROVIDED THAT THE OFFLINE AGREEMENT IS STILL EFFECTIVE, THE CONTENT IN THE OFFLINE AGREEMENT SHALL PREVAIL WHICH CONTRADICTS WITH THE CONTENT IN THIS AGREEMENT. THE CONTENT IN THIS AGREEMENT SHALL APPLY WHICH IS NOT COVERED BY THE OFFLINE AGREEMENT.

Mintegral reserves the right, at its sole discretion, to change, modify, add or remove any part of this Agreement, at any time. Such modifications will be effective upon posting by Mintegral on the Mintegral official website (<https://dev.mintegral.com/document/term>). It is Partner's responsibility to check this Agreement periodically for changes. **PARTNER SHALL READ THE MODIFICATIONS IN A TIMELY MANNER AND COMPLY WITH THE MODIFIDE TERMS WHEN USING THE SERVICES. PARTNER'S CONTINUEING USE OF THE SERVICES AFTER SUCH MODIFICATIONS WERE POSTED ON THE MINTEGRAL OFFICIAL WEBSITE MEANS THAT PARTNER HAS READ, UNDERSTOOD, ACCEPTED AND AGREED TO ALL OF THE MODIFICATIONS; WHEN THERE IS ANY DISPUTE, THE MODIFIED AND UPDATED TERMS SHALL APPLY. IF PARTNER DO NOT AGREE TO ALL OF THE MODIFICATIONS, THEN PARTNER SHALL STOP USING THE SERVICES IMMEDIATELY.**

This Agreement shall become effective from the date on which you successfully register your account in the Mintegral Platform or the date on which you start to use the Service, and shall remain in full force and effect unless and until terminated by either Party in accordance with this Agreement.

1. Definitions

Unless otherwise specified, capitalized terms used in this Agreement have the meanings given to such terms in this Section 1.

- 1.1. **Advertisement(s) or Ad(s)** means any material which is provided by Mintegral and delivered to the User in order to promote Advertiser's product, service or brand.
- 1.2. **Ad Format(s)** means Mintegral's various formats for displaying the Ad including but not limited to banners, native, video, interstitials, etc..
- 1.3. **Advertiser** means (i) the clients, Ad platforms and/or Ad networks acquired by Mintegral through Mintegral Platform for the Partner, or (ii) Mintegral itself, when Mintegral wishes to promote its own product/service or, to promote the product/service that it has been legally authorized by third parties to promote, through the Product.
- 1.4. **API (Application Programming Interface)** means the application programming interface provided to Partner by Mintegral in order to help the Product connect with Mintegral Platform. Under this Agreement, "API" means live API.
- 1.5. **Associated Entity** means an entity which, directly or indirectly, controls or is controlled by a Party or is under common control with a party. For this purpose "control" means the direct or indirect ownership of in aggregate fifty percent or more of voting capital.
- 1.6. **Confidential Information** means any confidential or proprietary information and data of the Disclosing Party or its Associated Entities, disclosed to the Recipient or its Representatives in connection with this Agreement, whether disclosed before or after the effective date of this Agreement, and whether disclosed electronically, orally or in writing or through other methods made available to the Recipient or its Representatives. Notwithstanding the foregoing, for purposes of this Agreement, Confidential Information shall not include any information which the Recipient demonstrates by clear and convincing evidence is (i) at the time of disclosure in the public domain or thereafter enters the public domain without any breach of this Agreement by the Recipient or any of its Representatives, (ii) known by the Recipient before the time of disclosure, other than as a result of a prior disclosure by the Disclosing Party or its Associated Entities or the Disclosing Party's Representatives, (iii) obtained from a third party who is in lawful possession of same and does not thereby breach an obligation of confidence to the Disclosing Party regarding such information, or (iv) developed by or for the Recipient or its Representatives through their independent efforts without use of Confidential Information; provided that, in each of the foregoing clauses (i) through (iv), no combination of features shall be deemed to be within the foregoing exceptions merely because individual features are publicly known or in the Receiving Party's possession, unless the particular combination itself and its principle of operations are in the public domain or in the Receiving Party's possession without the use of or access to Confidential Information. The details of cooperation between both Parties are deemed to be Confidential Information of each Party, including but not limited to the Revenue and special terms agreed by both Parties other than in this online Agreement.

- 1.7. **CPM (Cost Per Mille or Cost Per Thousand Impressions)** means the cost for each one thousand impressions for the Ad by Users. For this purpose, a valid "impression" means that an Ad is displayed to the User and seen by the User. Mintegral has the discretion to determine whether an impression is valid.
- 1.8. **CPI (Cost Per Installation)** means the cost of downloading and installing the product or service that an Ad promotes by a User through clicking the Ad.
- 1.9. **CPA (Cost Per Activation)** means the cost of downloading, installing, launching and activating the product or service that an Ad promotes by a User through clicking the Ad.
- 1.10. **CPC (Cost Per Click)** means the cost of clicking an Ad by a User.
- 1.11. **Data Protection Laws** means any applicable data protection or privacy Law. It shall be including but not limited to (a) the EU Data Protection Directive 95/46/EC and EU e-Privacy Directive 2002/58/EC as implemented by countries within the European Economic Area ("EEA"); (b) from 25 May 2018, the EU General Data Protection Regulation ("GDPR"); and/or (c) the Children's Online Privacy Protection Rule ("COPPA") formulated by the Federal Trade Commission of the US; (d) from 1 January 2020, the California Consumer Privacy Act, and/or (e) the Brazilian General Data Protection Law (Lei Geral de Proteção de Dados Pessoais) ("LGPD"), and/or (f) other Laws that are similar, equivalent to, successors to, or that are intended to or implement the Laws that are identified in (a),(b),(c), (d) and (e) above.
- 1.12. **Derivative Work** means a work based upon one or more preexisting works, including but not limited to a translation, musical arrangement, dramatization, fictionalization, motion picture version, sound recording, art reproduction, abridgment, condensation, or any other form in which a work may be recast, transformed, or adapted. A work consisting of editorial revisions, annotations, elaborations, or other modifications which, as a whole, represent an original work of authorship, is a Derivative Work.
- 1.13. **Disclosing Party** means the Party disclosing or providing Confidential Information (either directly or through such Party's Representatives) to the Recipient or the Recipient's Representatives.
- 1.14. **Event of Force Majeure** means events that are beyond the reasonable control, unforeseeable, or unavoidable by either party, which hinder, impact, or delay the fulfillment of obligations under the agreement. Such events may include, but are not limited to, government actions, natural disasters, war, computer viruses, hacking attacks, network failures, delays in services by bandwidth or other network equipment or technology providers, service obstacles, or any other similar events.
- 1.15. **Feed(s)** means collectively any API, SDK, H5 code or other technical means provided by Mintegral to display Advertisements.

- 1.16. **Fraudulent Activities** means by way of example and without limitation, actual or attempted to: (i) use or encourage or facilitate others to use optimization services and/or software to fraudulently inflate impressions, clicks or other user actions or information regarding user actions; (ii) generate or facilitate actions that are based on fraudulent or deceptive practices, including the use of deceptive implementation methods, robots or other automated tools to generate unintended user actions or encourage or facilitate any illegitimate user actions; (iii) mislead users to click on the Advertisement; (iv) in any way minimize or obstruct the display of any Advertisement, or edit, modify, filter or change the order of the information contained in any Advertisement; (v) edit the website tags, source codes, links, pixels, modules, Feeds or other data provided by Mintegral; (vi) offer or provide any unauthorized incentives (financial or otherwise) to User or (vii) use unsolicited email or inappropriate newsgroup postings to promote ads; (viii) cooperate through unconventional means such as virus programs, setting homepage, hijacking address bars, search engine cheating, etc.
- 1.17. **Governmental Authority** means any governmental authority, quasi-governmental authority, instrumentality, court, government or self-regulatory organization, commission, tribunal or organization or any regulatory, administrative or other agency, or any political or other subdivision, department or branch of any of the foregoing.
- 1.18. **H5 (HTML5, Hypertext Markup Language revision 5)** means a markup language for the structure and presentation of World Wide Web contents. H5 supports the traditional HTML and XHTML (namely Extensible Hypertext Markup Language)-style syntax and other new features in its markup, New APIs, XHTML and error handling.
- 1.19. **Intellectual Property Rights** means, on a world-wide basis, any and all now known or hereafter known tangible and intangible: (a) rights associated with works of authorship, including copyrights, moral rights and mass-works; (b) trademark, service mark and trade name and all similar rights along with all associated goodwill; (c) trade secret rights; (d) patents, patentable materials, designs, algorithms and other industrial property rights; (e) all other intellectual and industrial property rights of every kind and nature and however designated, whether arising by operation of law, contract, license or otherwise; (f) rights of privacy and publicity; and (g) all registrations, applications, renewals, extensions, continuations, divisions or reissues of the foregoing now or hereafter in force.
- 1.20. **Law** means any statute, treaty, ordinance, rule, regulation, permit, order, writ, injunction, judicial decision, decree, code or other legally binding requirement of any Governmental Authority that may be in effect from time to time.
- 1.21. **Mintegral Platform** means an intelligent platform for the management of monetization owned and operated by Mintegral. The Mintegral Platform provides Partner with the management of monetization of the Product, serves the Product with rich Ad resources, and helps Partner improve the efficiency of monetization based on the algorithm developed by Mintegral.

- 1.22. **Placement** means the various locations and timing where and when an Advertisement is shown.
- 1.23. **Product** means any mobile application(s) owned or operated by Partner and identified in the Mintegral Platform and/or any mobile application(s) that Partner adds through Mintegral's other technologies and all Derivative Works of the aforementioned application(s).
- 1.24. **Recipient** means the Party receiving the Confidential Information (either directly or indirectly through such Party's Representatives) from the Disclosing Party or the Disclosing Party's Representatives.
- 1.25. **Representatives** means, with respect to a particular Party, such Party's (i) Associated Entities, (ii) officers, directors and employees, (iii) attorneys, accountants and financial advisers, and (iv) officers, directors and employees of such Party's Associated Entities, who shall each be legally obligated to observe and perform the obligations of such Party and to keep and treat the Disclosing Party's Confidential Information received hereunder in a manner consistent with the terms hereof.
- 1.26. **Revenue** means total amount that Partner will receive through the Service provided by Mintegral under this Agreement, which should be solely based on the statistics showed in the Mintegral Platform. For avoidance of doubt, the amount of Revenue has already included the price for the Placements of Products, as well as any platform promotion fee or other operation fee for obtaining the opportunities of providing the Service under this Agreement or performance of the Service under this Agreement.
- 1.27. **SDK (Software Development Kit)** means a set of software development tools that allows the creation of applications for a certain software package, software framework, hardware platform, computer system, video game console, operating system, or similar development platform.
- 1.28. **Territory** means the country or territories set by Partner and identified in the Mintegral Platform and/or adds through Mintegral's other technologies by Partner.
- 1.29. **User** means an individual who views the Advertisements in the Products. It excludes bots, macro programs, internet agents, emulators and other automatic means to simulate actions by a natural person.

2. Implementation

2.1. Cooperation.

- (1) Mintegral owns and operates Mintegral Platform which helps Partner enhance the efficiency of monetization management as well as raising monetizing revenue;

- (2) Partner owns or operates Product that is available for in-app promotion through the Placements inside of the Product, and wishes to obtain advertising offers from Advertisers through the Service;
- (3) Mintegral agrees to provide the Service to the Partner through Mintegral Platform. ;
- (4) The Parties agree to cooperate for the monetization business and related business and use commercially reasonable efforts to provide service to the counter party as set forth in this Agreement.
- (5) Mintegral will provide either of SDK, API, H5 or other Feed to Partner for purpose of this Agreement.

2.2. *Obligations.*

2.2.1. *Mintegral's Obligations.*

Mintegral shall (i) provide Partner with the Feeds that Partner will imbed in its Product to enable display of Ads; (ii) maintain the Feeds; (iii) provide access of Mintegral Platform which is appropriate for to Partner to use Mintegral's Service; and (iv) provide the Partner with online reports which will be available on Mintegral Platform.

2.2.2. *Partner's Obligations.*

2.2.2.1. *Registration.*

As a condition to using the Services, Partner shall be required to sign up for Mintegral Platform and provide all necessary information for purpose of signing up through Mintegral Platform including but not limited to a copy or scan of Partner's certificate of incorporation, passport, ID card or payment method details. Furthermore, Mintegral may also ask for email or SMS verification for Partner's account during the registration process. After signing up and the provided information has been verified by Mintegral, Partner may receive an email notification with further instructions to confirm Partner's request.

MINTEGRAL RESERVES THE RIGHT TO ACCEPT OR REJECT PARTNER'S ACCOUNT REGISTRATION REQUEST WITHOUT ADDITIONAL EXPLANATION. FURTHERMORE, MINTEGRAL RESERVES THE RIGHT TO DEFINE THE SCOPE OF FEATURES, SERVICES AND TOOLS AVAILABLE FOR PARTNER'S ACCOUNT.

During the process of subscribing to the Services, Partner will designate personal and exclusive user name and password which are essential for Partner's access to Partner's account. Partner shall keep its user name and password in strict confidence and shall not reveal them to any third party. Partner may not transfer its account to anyone without explicit written permission of Mintegral. Partner acknowledges that Partner shall be responsible for all activities that occur

under Partner's user name and password, whether or not authorized by Partner. **IN CASE OF ANY UNAUTHORIZED USE OF PARTNER'S ACCOUNT, OR ANY OTHER BREACH OF SECURITY, PARTNER SHALL NOTIFY MINTEGRAL IMMEDIATELY. PARTNER SHALL BE LIABLE FOR ANY LIABILITY ARISING OUT OF ACTIVITIES OF ANY THIRD PARTY WHO ACCESSES TO PARTNER'S ACCOUNT NAME AND PASSWORD.**

Mintegral will not be liable for any loss or damage arising from Partner's failure to comply with this Clause 2.2.2.1, and shall not be liable for actions taken by others who access Partner's account.

2.2.2.2. General.

Partner shall (i) implement the Feed as specified by Mintegral and accept the Feed as is and without restrictions; (ii) unless prohibited by applicable Law, regulations, rules or executive orders, provide User information to Mintegral, including without limitation, User's device ID, with user's authorization; (iii) send written notice (email should suffice) to Mintegral before it removes the Feeds from the Products; (iv) maintain normal operation of the Products and ensure normal operation of the Feeds; (v) maintain close communication with Mintegral regarding the integration logics such as ad request, ad display and/or performance feedback before it imbeds the Feeds in the Product ("Integration Work"), and provide the Product to Mintegral for further testing after the completion of such Integration Work. Mintegral reserves the right to review and approve Partner's implementation of the Feed and Ad Formats; and (vi) implemented the most updated version of the Feed provided by Mintegral without undue delay. Partner shall be solely responsible for any negative impact or any loss that may be incurred due to its failure to implement the most updated version of the Feed provided by Mintegral.

2.2.2.3. Fraudulent Activities

Partner should not engage in any Fraudulent Activity. **IF PARTNER ENGAGES IN ANY FRAUDULENT ACTIVITY AS SOLELY DETERMINED BY MINTEGRAL, MINTEGRAL WILL IMMEDIATELY TERMINATE PARTNER'S ACCOUNT AND WILL NOT MAKE ANY PAYMENT TO PARTNER. IF MINTEGRAL SUFFERS ANY LOSS DUE TO THE FRAUDULENT ACTIVITIES, PARTNER SHOULD INDEMNIFY MINTEGRAL IN FULL.**

2.2.2.4. Testing.

Mintegral may, in its discretion, conduct tests on the Product after the Integration Work for purpose of ensuring the integration with the Feeds is appropriate. Partner agrees to take all necessary measures to assist the testing conducted by Mintegral.

2.2.2.5. Restrictions.

Partner shall not:

(a) By accessing the Services, store, transmit, distribute, disseminate, publish or post any content in such a way as to breach any applicable Law, Mintegral policy or guideline, or to infringe the rights (in particular, the Intellectual Property Rights) of, or restrict or inhibit the access to and enjoyment of the Services by, any other person;

(b) By accessing the Services, deliberately, recklessly, or maliciously introduce any computer viruses, worms, software bombs or similar items on to Mintegral Platform;

(c) **Contain any content in the Product that may be considered to related to the following:**

(i) any content that is unlawful or that could facilitate the violation of any applicable law, regulation, governmental policy, public orders or morals of the Territory, or hinders social stability and harms public interest or public orders, endangers the public security, harm the national interest of the Territory; (ii) any content that contains or promotes concepts that are hateful or disparaging towards any race, religion, gender, sexual orientation or nationality; (iii) any content that promotes firearms, bombs and other weapons or how-to guides for any of the above; (iv) any content that contains false, misleading or deceptive representation as determined by Mintegral at its sole discretion; (v) any content that contains, promotes or links to indecent, obscene or highly explosive subject matter as determined by Mintegral at its sole discretion; (vi) any content that infringes intellectual property right of any third party, facilitates or promotes illegal file-sharing (MP3s, copyright protected video, or the equivalent); (vii) any adult-oriented content, including without limitation to, sexually suggestive content, images containing exposed skin and nudity, dating services, international bride services, and adult merchandise, unless permitted under applicable law and Partner obtains prior written authorization from Mintegral; (viii) any content that contains or promotes illegal activities, including without limitation to hacking, phreaking or phishing; (ix) any computer virus or other computer programming routine that damages, detrimentally interferes with, surreptitiously intercepts or expropriates any system, data or personal data (as defined in applicable Data Protection Laws); or (x) any content that has the potential to create liability for Mintegral or cause Mintegral to violate the requirements of or to lose the services, in whole or in part, of other Internet Partners;

(d) Create, attempt to create, or reverse compilation of Mintegral's software or develop any Derivative Works of Mintegral's software;

(e) Provide third party traffic for display of the Advertisements. If Partner attempts to provide third party traffic, Partner shall provide sufficient detailed information to authenticate the third party traffic and obtain written consent from Mintegral in advance. Partner should indemnify any losses suffered by Mintegral due to the third party traffic;

(f) Violate the developer policies of Google Play, App Store or other application stores. If Partner is punished by or the Products are removed by the aforementioned application stores

due to its violation of the policies of such application stores or its unreasonable delivery of Ads, it should indemnify the loss suffered by Mintegral (if any).

(g) Violate any other restrictions in the Mintegral Publisher Policies (available at https://cdn-adn.rayjump.com/cdn-adn/doc/mintegral-dev/mintegral_developer_policy_en.pdf, subject to occasional updates by Mintegral, hereinafter referred to as the "Mintegral Publisher Policies").

3. *Grants.*

During the term of this Agreement, Mintegral grants the Partner a non-exclusive, non-transferable, non-sublicensable, worldwide license to imbed the Feeds into the Product. Moreover, solely for the purpose of Services, Partner hereby grants Mintegral a limited, royalty free, non-transferable, non-exclusive right to use Partner's trademark, trade name, service mark and domain name, and any visual representations thereof, including logos, designs, symbols, word marks, images, colors and color combinations, trade dress and characters, and any other publicity rights or indicia of ownership owned or used by Partner or its Associated Entities. Under the circumstance where Mintegral is an Advertiser of Partner, Mintegral grants Partner a non-exclusive, non-transferable, revocable license to reproduce, transmit and distribute Mintegral's Ads in accordance with the details as reflected in Mintegral Platform.

4. *Ownership and Intellectual Property Rights.*

Partner shall own the ownership and Intellectual Property Rights in and to the Product, excluding the rights retained by Mintegral under this Agreement. Mintegral retains the exclusive ownership and Intellectual Property Rights in and to the Feeds and in and to the Ads where it is an Advertiser of Partner. Furthermore, Mintegral shall own all data, including user data, which Mintegral collects through the Feeds. Neither party will construe anything in this Agreement as granting any intellectual or other rights in the other party's intellectual property.

5. Payments, Taxes and Costs

[Authorized Buyers Program. If you work with Mintegral through the Authorized Buyers Program offered by Google, you will be paid by Google for your actual earnings. In this case, this section 5.2 shall not apply to you and Mintegral shall have no payment obligations to you.]

5.1. *Reporting.*

Partner is entitled to check the statistics of Revenue periodically via Mintegral Platform. Partner agrees to accept the statistics compiled in Mintegral Platform and/or provided by Mintegral as the official basis for measuring the Revenue. Partner further acknowledges that in some cases, Mintegral will need to make adjustments to the displayed statistics due to Fraudulent Activities, statistical errors, abnormal data, third party tracking specifically agreed by both parties or

Partner's any violation of this Agreement . The Parties agree that Mintegral shall not make any payment (and shall have no liability to Partner) relating to Fraudulent Activities as solely determined by Mintegral.

5.2. Payment

5.2.1. Mintegral and Partner agree to apply CPM for this Agreement. If there is any change, Mintegral will notify Partner via emails.

5.2.2. Partner shall confirm the statistics of Revenue and apply for payment on Mintegral Platform after the end of each month. If Partner does not apply for payment via Mintegral Platform, Mintegral shall not make any payment to Partner and it shall not be deemed as breach of this Agreement.

5.2.3. If Partner chooses **US Dollar** as payment currency in Mintegral Platform:

- (1) If Partner is a Chinese citizen or an entity duly incorporated under the laws of Mainland China (for the purpose of this Agreement, the mainland areas of the People's Republic of China does not include the Hong Kong SAR, Macao SAR, and the Taiwan areas, hereinafter referred to as "Mainland China"), Partner shall fulfill the relevant procedures such as registration for records according to requirements of the State Administration of Foreign Exchange before applying for payment to make sure that Partner can receive the payment made by Mintegral in US Dollar. **If Partner fails to receive the payment made by Mintegral due to its failures of fulfilling such procedures, Mintegral will not be deemed as in breach of this Agreement.**
- (2) Mintegral shall pay Partner within forty-five (45) calendar days after the application for payment by Partner and confirmation by Mintegral, **except that if the original due date subject to the foregoing rule falls in June or December of each calendar year, Mintegral will postpone the payment until the fifteen date of the next calendar month due to Mintegral's internal audit. For example, for Revenue generated in April, if Partner applies for the payment on May 1st and the original due date is June 15th, Mintegral will postpone it to July 15th.** All amounts payable to Partner under this Agreement will be paid in United States Dollar to Partner's designated bank account registered in Mintegral Platform via wire transfer.
- (3) **Tax.** The Parties agree that any taxes imposed by any governmental authority in connection with the execution and performance of this Agreement shall be borne by Partner. Mintegral will pay Partner the amount of Revenue shown on the Mintegral Platform, unless that any withholding tax is imposed by any relevant tax authority with respect to any sums due to Partner hereunder, then such sum will be paid to Partner after deducting the amount of such withholding, and Mintegral shall pay such withholding tax to the relevant authorities.

- (4) **Bank Charges.** Any commission fees charged by banks or other institution regarding to the remittances shall be borne by each party. If a SWIFT international remittance applies, Mintegral will choose the SHA (shared) model while making remittance, which means Mintegral will bear the fees charged by the remitting bank and the Partner will bear the fees charged by the beneficiary bank and the intermediary bank (if any). Partner will receive the amount after deducting the fees charged by the beneficiary bank and the intermediary bank (if any).

In order to save the commission fees charged by the banks if the amount of the Revenue applied by the Partner is less than one thousand US Dollars (\$1,000.00), such amount will be accumulated to Revenue of the following month(s) until the aggregate amount of the Revenue applied by the Partner has exceeded the said threshold; if Partner requests payment from Mintegral for Revenue less than the said threshold, Mintegral shall wire the revenue to Publisher but all fees charged by the banks will be borne by Partner.

In addition to the above, if the amount of Revenue applied by the Partner is not sufficient to cover the commission fees charged by the banks, such amount will be accumulated with the Revenue of the following month(s) until the aggregate amount of the Revenue applied by the Partner has exceeded the said threshold.

5.2.4. If Partner chooses **RMB** as payment currency on Mintegral Platform:

5.2.4.1. When Partner is an **entity** duly incorporated under the laws of Mainland China,

- (1) The price displayed on Mintegral Platform shall be inclusive of tax, including VAT and additional tax. The VAT rate shall be 6% and the additional tax rate shall be 0.72%. If the tax rate of the VAT special invoice sent by the Partner is lower than the tax rate agreed in this Agreement, Mintegral will deduct the tax discrepancy before paying to Partner. Bank charges incurred by both Mintegral and partners shall be borne by both parties.
- (2) Partner shall send VAT special invoice following the requirements below to Mintegral after application for payment on Mintegral Platform.

Item: 信息服务费;

Type: 增值税专用发票;

TAX Rate: VAT 6%

Reference Exchange Rate: “中行折算价” published by the Bank of China on the date of application of payment by Partner.

- (3) Mintegral shall pay Partner within forty-five (45) calendar days upon receipt of VAT special invoice sent by Partner and confirmation by Mintegral, **except that if the original**

due date subject to the foregoing rule falls in June or December of each calendar year, Mintegral will postpone the payment until the fifteen date of the next calendar month due to Mintegral's internal audit. For example, for Revenue generated in April, if Partner applies for the payment on May 1st and the original due date is June 15th, Mintegral will postpone it to July 15th. All amounts payable to Partner under this Agreement will be paid in RMB to Partner's designated bank account registered in Mintegral Platform via wire transfer.

5.2.4.2. When Partner is a Chinese citizen,

- (1) To make settlement under this agreement, Mintegral and Partner agree to engage a third-party service 云账户（天津）共享经济信息咨询有限公司 (hereinafter referred to as "云账户"). Before applying for payment on Mintegral Platform, Partner shall electronically sign the 《共享经济合作伙伴协议》 online with 云账户, based on the guidance of Mintegral. Partner shall apply for payment pursuant to the 《共享经济合作伙伴协议》 signed between it and 云账户. Any losses resulted from Partner's refusal to sign the 《共享经济合作伙伴协议》 or violation of the 《共享经济合作伙伴协议》 signed between it and 云账户 shall be suffered by Partner.
- (2) Mintegral shall confirm within forty-five (45) calendar days upon receipt of Partner's application for payment on Mintegral platform, **except that if the original confirmation date subject to the foregoing rule falls in June or December of each calendar year, Mintegral will postpone the confirmation date until the fifteen date of the next calendar month due to Mintegral's internal audit. For example, for Revenue generated in April, if Partner applies for the payment on May 1st and the original confirmation date is June 15th, Mintegral will postpone it to July 15th.** After confirmation, Mintegral will submit a payment request to 云账户. Partner will receive the payment under this agreement within forty-five (45) calendar days after the payment request from Mintegral to 云账户, 云账户 will assist Mintegral and Partner in issuing invoices in accordance with its agreements with Mintegral and Partner.
- (3) The Revenue presented on the Mintegral Platform is inclusive of VAT (3%) and additional taxes. Therefore, Mintegral and Partner agree that the amount actually paid by Mintegral to Partner through 云账户 is $(\text{the Revenue presented on the Mintegral Platform}) / (1+3\%)$. Reference exchange rate: “中行折算价” published by the Bank of China on the date of application of payment by Partner.

5.2.5. After this agreement comes into effect and before Partner's application for payment on Mintegral Platform, Partner shall provide true, legal and effective related personal identity information / legal entity registration information, payment information and all qualification documents required then by Mintegral, otherwise Mintegral has the right to refuse the payment without any liability. In case of any inconsistency between the above information and qualification documents provided by Partner to Mintegral and the information provided by Partner at registration on the Mintegral Platform, or any

false, illegal or invalid information, Mintegral has the right to delay the payment until the above information and qualification documents submitted by Partner meet the internal audit requirements of Mintegral, without any liability.

- 5.2.6. **Mintegral has the right to unilaterally decide whether Partner has breached this Agreement or violated related laws or regulations, and the traffic obtained due to Partner's breach of this Agreement or illegal operation shall not be counted as billing traffic.** In case of any loss caused to Mintegral due to Partner's breach of this Agreement or illegal operation, Mintegral has the right to directly deduct the corresponding amounts from the Revenue payable to Partner currently or in the future as compensation. If all the Revenue has been paid by Mintegral to Partner, or the payable Revenue is not enough to cover the losses suffered by Mintegral, Partner shall compensate Mintegral otherwise.
- 5.2.7. If the due date agreed in this Agreement falls in a legal holiday or weekends, the due date will be automatically postponed to the first business day after the legal holiday or weekends.
- 5.2.8. Mintegral Platform may provide the offset function to the Partner whose incorporation area is not in Mainland China (subject to the actual interface displayed). Upon the application of the Partner and the consent of Mintegral, Mintegral will use all or part of the actual amount of Revenue payable to the Partner to offset the user acquisition expenses generated by the Partner itself or the third party authorized by the Partner (collectively referred to as "UA Entity") on Mintegral's digital marketing platform. **Rules for handling the remaining amount:** If the amount of the user acquisition expenses to be offset is greater than the amount of the Revenue to be offset, the UA Entity shall pay the remaining amount to Mintegral in accordance with the billing period and payment method agreed in the user acquisition agreement signed by both parties; if the amount of the user acquisition expenses to be offset by both parties is less than the amount of the Revenue to be offset, Mintegral shall pay the remaining amount to Mintegral in accordance with the billing period and payment method agreed in the section 5.2.3 of this Agreement.

6. *Warranties, Indemnities, and Limitation of Liability*

6.1. *Warranties.*

Both parties hereby represent that they are authorized to enter into this Agreement. Except as expressly set forth in this Agreement, neither party makes and each party specifically disclaims any representations or warranties, express or implied, including any warranty of merchantability, fitness for a particular purpose, title and non-infringement, and warranties implied from course of dealing or performance.

6.2. *Partner's Representations.*

- 6.2.1. Partner represents and warrants that it has and will have full power and authority to fulfill all of its obligations hereunder and in doing so it will not breach any existing contractual obligations with third parties and that it is authorized to bind any third parties necessary to fulfill specified obligations under this Agreement.
- 6.2.2. Partner warrants that it will not provide inaccurate, misleading or false information or document to Mintegral, including without limitation during the registration process in Mintegral Platform. If information provided to Mintegral subsequently becomes inaccurate, misleading or false, Partner shall promptly notify Mintegral of such change. If any information provided by Partner via Mintegral Platform is, or Mintegral believes is, untrue, unlawful, inaccurate, Mintegral is entitled to reject Partner's sign up in Mintegral Platform, suspend or terminate Partner's account of Mintegral Platform without any notice and/or deny Partner's payment request or delay payment, and it shall not be deemed as Mintegral's breach of this Agreement.
- 6.2.3. Partner agrees to comply with all applicable trade, economic, and financial laws and regulations, including those administered and enforced by the United States, European Union ("EU") and relevant Member States, the United Kingdom, the United Nations Security Council, or any other government bodies with jurisdiction over Partner's activities (collectively, "Sanctions"). **Should Partner become a sanctioned party, or should Mintegral reasonably determine that it cannot perform its obligations under this Agreement due to Sanctions-related prohibitions (each a "Sanctions Event"), Mintegral may terminate this Agreement effective immediately and refuse to make any further payment to Partner.** Partner shall hold Mintegral harmless against all liabilities, and, where permitted by Sanctions, indemnify Mintegral for all costs, expenses, damages, and losses incurred by Mintegral arising from the Sanctions Event. Partner agrees to permit Mintegral to use any information related to Partner including, but not limited to, business name, place of incorporation, beneficial owners, and/or directors for the purposes of Sanctions screening. Mintegral reserves the right to deny a Partner's account registration request or terminate a Partner's account if Mintegral reasonably believes that a Sanction Event exists. For avoidance of doubt, Mintegral's ability or act to screen does not remove any obligation and/or liability upon Mintegral within this Agreement.
- 6.2.4. Partner further warrants that under the circumstances where Mintegral is in dispute with Advertisers over matters including but not limited to the confirmation of the amount of Revenue, payments, and/or Intellectual Property Rights, Partner will assist Mintegral with its best efforts in the dispute settlement.
- 6.2.5. For any Advertisement that are served by Mintegral but the display of the Advertisement are controlled by Partner, and especially for ads that may be displayed within child-directed apps, (i) if the button of Product to trigger the Advertisement does not have any ad indication, Partner agrees to display a prominent and immediately-visible label that reads "Ad", "Advertisement" or equivalent somewhere on the

Advertisement itself, so it is clear to Users that they are viewing an advertisement or sponsored content from a third party; (ii) Partner agrees to post the Mintegral logo within the Advertisement and a separate informational icon (such as an “i” button or “About this ad” link or similar) that links to a page or pop-up that displays the statement and contact information shown in the paragraph below. This notice will help ensure that Users have a mechanism to report to Partner or Mintegral any inappropriate Advertisement or other concerns.

"A message from Mintegral about this advertisement and your privacy: This advertisement is served by Mintegral. To know more about Mintegral, please visit our website at: www.mintegral.com. If you have any question, comment or complaint about this advertisement, you can report to Mintegral by sending email to developer@mintegral.com. Mintegral may collect information gathered through your use of apps. Please see our Privacy Policy at <https://www.mintegral.com/en/privacy/> for a full description of our data practices. If you have any question or comment about our privacy policy or our data practice, you can contact Mintegral by sending email to privacy@mintegral.com."

6.2.6. If Partner receives any complaints from any third party on the Advertisement served by Mintegral, Partner should notice Mintegral in writing within 24 hours upon receipt of such complaints. Otherwise, Partner should be responsible for the losses due to the failure of timely notice.

6.3. Indemnification.

6.3.1. If Partner engages in Fraudulent Activities, use third-party traffic without the consent of Mintegral, or other breach of this Agreement, which results in the failure of the achievement of Mintegral's commercial purpose, it shall be deemed as a substantial breach of this Agreement by Partner, and Mintegral has the right to unilaterally terminate this agreement, and require Partner to pay damages to Mintegral based on the amount of Revenue of the past three months prior to the occurrence of the event of default. If such damages cannot make up for the losses suffered by Mintegral, Partner shall continue to compensate Mintegral for all losses.

6.3.2. Except as otherwise specified in this Agreement, Partner agrees to hold harmless, defend and indemnify Mintegral and its Associated Entities, and their respective officers, directors, shareholders, employees, agents and other Representatives, against any pending, threatened, resolved or settled Third Party claims, liabilities, demands, judgments or causes of action, and costs and expenses related thereto (including reasonable attorneys' fees, arbitration fees and costs) (collectively, "Claims"), arising out of: (i) Partner's breach of its representations, warranties, liabilities obligations, or restrictions under this Agreement; (ii) Partner or its Representatives' breach of any applicable law or failure to advise Mintegral of the requirements of any applicable law (including without limitation any Data Protection Laws); or (iii) any gross negligence

or willful misconduct of Partner or its Associated Entities or any of their respective directors, officers, employees, contractors, agents or other Representatives.

- 6.3.3. Mintegral agrees to hold harmless, defend and indemnify Partner and its Associated Entities, and their respective officers, directors, shareholders, employees, agents and other Representatives, against any Claim arising out of: (a) any breach of this Agreement by Mintegral; or (b) any gross negligence or willful misconduct of Mintegral or its Associated Entities or any of their respective directors, officers, employees, contractors, agents or other Representatives.
- 6.3.4. In claiming any indemnification hereunder, the Indemnified Party shall promptly provide the Indemnifying Party with written notice of any Claim which the Indemnified Party believes falls within the scope of the foregoing Clause 4.3.1 or 4.3.2. The Indemnified Party may, at its own expense, assist in the defense if it so chooses; provided that the Indemnifying Party shall control such defense and all negotiations relative to the settlement of such claim and further provided that any non-monetary settlement intended to bind the Indemnified Party shall not be final without the Indemnified Party's written consent.

6.4. *Limitation of Liability.*

- 6.4.1. Neither party shall be liable to the other or any third party claimant for any indirect, special, punitive, consequential, or incidental damages, including, lost profits arising out of, or related to this Agreement, however caused and on any theory of liability including but not limited to negligence, even if such party has been advised of the possibility of such damages. In any event, Mintegral's total liability to the Partner, or any third party claimant in respect of any losses arising under or in connection with this Agreement or related thereto, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the aggregate payment actually made by Mintegral over the three (3) months period to the claim.
- 6.4.2. Partner understands that, for the normal operation of the Mintegral Platform, Mintegral needs to maintain Mintegral Platform regularly or irregularly. If such maintenance cause Partner unable to use the Mintegral Platform normally, Mintegral shall not be deemed as in breach of this Agreement. However, Mintegral is obliged to notify Partners in advance and try to avoid service interruption or limit the interruption time to the shortest.

7. *Term and Termination*

- 7.1. This Agreement will become effective upon Partner's successful registration in the Mintegral Platform and will remain in effect in perpetuity unless terminated hereunder. Except as expressly provided in separate agreement, either Partner or Mintegral may terminate this Agreement with three days' written notice (email is sufficient).

- 7.2. Mintegral reserves the right to immediately suspend or terminate Partner's access to any of the Services, without notice for the reason that Mintegral reasonably believes Partner has violated this Agreement or Partner's activities have caused negative impact to Mintegral. Mintegral also reserve the right to remove Partner's account information or data from the Services and any other records at any time at Mintegral's sole discretion. Partner may terminate its account by following the instructions on Mintegral Platform, or by sending a notice of cancellation to contract@mintegral.com. Upon termination of Partner's account, Partner's right to use the Service will immediately cease and Partner will remove all Mintegral's Feeds or data and information related to Mintegral from Product.

8. *Confidentiality and Publicity*

- 8.1. The Parties hereby agree that in receiving Confidential Information pursuant to this Agreement, it shall (a) use the Confidential Information only to fulfil its obligations pursuant to this Agreement; (b) treat all Confidential Information of the disclosing party as secret and confidential and shall not copy or disclose any such Confidential Information to any third party; (c) not, without the written consent of the disclosing party, disclose the Confidential Information or any part of it to any person except to the receiving party's directors, employees, parent company, subsidiaries or agreed subcontractors, who need access to such Confidential Information for use in connection with the Services and who are bound by appropriate confidentiality and non-use obligations; and (d) comply promptly with any written request from the disclosing party to destroy or return any of the disclosing party's Confidential Information (and all copies, summaries and extracts of such Confidential Information) then in the receiving party's power or possession.
- 8.2. Either party may disclose the cooperative relationship between both Parties and use the name or logo of the other party in publicity, advertising or other marketing activities by providing the other party with two (2) business days' written notice (email is sufficient) to the other party. If a party objects to the use of their name or logo then the name or logo will not be used. Neither party may use the other party's name or logo in a way that will detrimentally effect the other party's reputation. Notwithstanding the foregoing, the Partner hereby consents to Mintegral's use of the Partner's name and logo in customer listings and marketing materials. In addition, Partner expressly allows Mintegral to use Partner's performance and experimentation data in Mintegral marketing material, including without limitation the percentage gains.

9. *Force Majeure*

Neither party will be liable for a delay or default in the performance of its respective obligations under this Agreement if such delay or default is caused by the Event of Force Majeure.

10. *General*

10.1. Notices.

Both parties acknowledge and agree that, during the performance of this Agreement, the communication between the Parties through the designated email address or electronic data exchange system shall have independent evidential effect. Any modification of one party's email address, office address or telephone number shall be notified to the other party by e-mail, and such e-mail has independent evidential effect. All notices, modifications, instructions, demands, consents, approvals and other communications to be given or delivered under or by reason of the provisions of this Agreement by either Party shall be in writing and shall be sent to the following address:

Partner:

Contact address: provided by Partner on the Mintegral Platform;

Email address: email address provided by Partner on the Mintegral Platform or any other email address with the same enterprise domain name;

Mintegral:

Contact address: Legal and Compliance Department, Floor 43, East Tower of Tianying Square, No.222 Xingmin Road, Tianhe district, Guangzhou, China;

Email address: support@mintegral.com.

All notices, modifications, instructions, demands, consents, approvals and other communications shall be deemed to have been given: (a) when personally delivered; (b) when delivered by an internationally recognized courier service; or (c) when sent by email to the email address specified above or any other email address with the same company domain name. If Partner does not have company email addresses with the same email suffix, Partner shall send email to Mintegral with email signature set out Partner's name, contacts and contact information. A Party may change its notice address by giving written notice (including email notice) to the other Party in the manner provided for in this Clause 8.1.

10.2. Waiver.

No waiver of any of the provisions of this Agreement shall be valid unless in writing signed by the Party against which the waiver is sought to be enforced. No waiver by either party of any breach of or failure of performance shall be deemed a waiver as to any subsequent breach or failure of performance, whether or not similar, nor shall any waiver constitute a continuing waiver. Failure of a Party to enforce any provision or to exercise any right or remedy shall not constitute a waiver of such Party's rights or the other Party's obligations.

10.3. Assignment.

Neither Party may directly or indirectly assigns or otherwise transfers its rights or obligations under this Agreement in whole or in part without the express written consent of the other Party. Any assignment or transfer or attempt to assign or transfer of this Agreement or the rights granted herein without the written consent of the other Party shall be void.

10.4. Governing Law and Dispute Resolution.

This Agreement and any dispute, controversy or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with,

(i) the laws of the People's Republic of China, if Partner is an entity duly incorporated under the laws of the mainland areas of People's Republic of China (for the purpose of this Agreement, the mainland areas of the People's Republic of China does not include the Hong Kong SAR, Macao SAR, and the Taiwan areas) or a Chinese citizen. Any dispute arising or in connection with this Agreement will be resolved through friendly consultation between the parties. In case no settlement can be reached, either Party may file a lawsuit against the other Party **in the competent court with jurisdiction in the Place of Agreement (Tianhe District, Guangzhou City, PRC)** ;

(ii) the laws of the State of California, U.S., if Partner is a citizen of any state or area of The United State of America or Canada, or an entity duly incorporated under the laws of any state or area of The United State of America or Canada. In case no settlement can be reached, the disputes will be determined by the **International Centre for Dispute Resolution in accordance with its International Arbitration Rules**. The International Expedited Procedures of the International Centre for Dispute Resolution shall apply regardless of the amount in dispute. The place of arbitration shall be San Francisco. The arbitration proceedings shall be conducted in English.

(iii) the laws of Hong Kong S.A.R., if Partner does not fall into the scope mentioned in Clause 10.4(i) or Clause 10.4(ii). In case no settlement can be reached, the disputes will be submitted to the **Hong Kong International Arbitration Centre ("HKIAC") for arbitration according to the then effective rules of HKIAC**. The arbitration shall take place in Hong Kong. The arbitration proceedings shall be conducted in English;

For Clause 10.4(ii) and (iii), the number of arbitrators shall be three and the arbitration award will be final and binding on both parties. During the course of arbitration, this Agreement shall continue to be performed except for the part which the parties are disputing and which is undergoing for arbitration. In the event that any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement remain in full force and effect.

The prevailing party shall be entitled to recover from the non-prevailing party all costs and expense related to such litigation or arbitration (including but without limitation to reasonable

attorney’s fees and costs, arbitration fees and costs, notarization fees, investigation fees, litigation preservation fees, travel expenses, etc.).

10.5. Campaign Details.

During the Term of this Agreement, the Parties may from time to time launch new campaigns subject to the terms of this Agreement. Campaign details, including but not limited to Product name, Feed, Ad Format, Placement, Pricing Model and Territory, shall be referred to the Mintegral Platform.

10.6. Headings.

The section headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or meaning of this Agreement or any portion hereof.

10.7. Entire Agreement.

This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof. This Agreement replaces and fully supersedes any prior verbal or written understandings, communications, or negotiations between the parties.

Annex A

Data Processing Addendum

This Data Processing Addendum (hereinafter the “Addendum”) supplements the Mintegral Publisher Terms of Service available at <https://dev.mintegral.com/document/term>, as updated from time to time between You (“Partner”) and Mintegral (hereinafter the “Agreement”) for the monetization business and other related business (“Service”). This Addendum is an agreement incorporated into and form part of the Agreement. This Addendum shall be effective since the effective date of the Agreement, and survive termination or expiry of the Agreement. To the extent there are any prior agreements with regard to the subject matter of this Addendum, this Addendum supersedes and replaces such prior agreements. In case of any conflict between a provision of this Addendum and the Agreement, as it relates to Personal Data, the provision of this Addendum shall prevail. Capitalized terms used herein and not defined herein will have the meaning set forth in the Agreement and/or the Data Protection Laws.

1. Definitions.

“**Applicable Data Protection Law**” means all applicable laws and regulations, including without limitation international, federal, national and state privacy, data security, and data protection laws

and regulations (including without limitation, where applicable, European/UK Data Protection Law, LGPD, China Data Protection Law and the CCPA).

“**CCPA**” means the California Consumer Privacy Act, Cal. Civ. Code §§ 1798.100 et seq., as amended, including without limitation any and all applicable implementing regulations.

“**COPPA**” means the Children’s Online Privacy Protection Rule (“COPPA”) formulated by the Federal Trade Commission of the United States.

“**Controller**” means the entity that determines the purposes and means of the Processing of Personal Data, Where the China Data Protection Law applies, Controller means the personal information handler (“个人信息处理者”) ; Where the European/UK Data Protection Law or VCDPA applies, Controller means the controller; Where the CPPA applies, Controller means the Business.

“**China Data Protection Law**” means (1) the Personal Information Protection Law, (2) the Data Security Law, (3) the Cyber Security Law and (4) any and all applicable laws and regulations related to the protection of Personal Data, of the People’s Republic of China; in each case as may be amended or superseded from time to time.

“**Data Exporter**” means Mintegral or an affiliate of Mintegral who transfers Personal Data to Data Importer pursuant to a Restricted Transfer.

“**Data Importer**” means Partner or an affiliate of Partner who receives Personal Data from Data Exporter pursuant to a Restricted Transfer.

“**Destroy**” means to burn, pulverize, or shred papers, or to destroy or erase electronic files or media, so that all such information cannot be read or reconstructed.

“**EEA**” means the European Economic Area.

“**European/UK Data Protection Law**” means: (1) the EU General Data Protection Regulation 2016/679 (“**EU GDPR**”); (2) the EU e-Privacy Directive (Directive 2002/58/EC); (3) the EU GDPR as saved into United Kingdom law by virtue of section 3 of the United Kingdom’s (“**UK**”) European Union (Withdrawal) Act 2018 (the “**UK GDPR**”); (4) the Swiss Federal Act on Data Protection 1992 (“**Swiss DPA**”); and (5) any and all applicable national laws made under or pursuant to (1), (2), (3) and (4); in each case as may be amended or superseded from time to time.

“**LGPD**” means the Lei Geral de Proteção de Dados (Law No. 13.709/2018), as amended, including without limitation any and all applicable implementing regulations.

“**Personal Data**” means any information relating to an identified or identifiable natural person, or that relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular natural person or household. The term Personal Data shall include (but not be limited to) names, postal addresses, e-mail addresses, social security

numbers, driver's license or identification card numbers, account numbers, credit card or debit card numbers, medical information, device identifiers, Internet Protocol addresses; cookies, beacons, pixel tags, mobile ad identifiers, or similar technology, unique pseudonyms, user aliases, telephone numbers, any other persistent identifiers that can be used to recognize a consumer, a family, or a device that are linked to an individual or family, over time and across different services, or other forms of persistent or probabilistic identifiers that can be used to identify a particular individual or device, and any other information which is deemed "personal information" or "Personal Data" under Applicable Data Protection Law. For the avoidance of doubt, Personal Data includes, where relevant, special or sensitive categories of data under Applicable Data Protection Law.

"Process" means to perform any operation upon Personal Data, whether manually or by automatic means, including but not limited to collection, recording, sorting or organization, structuring, accessing, storage, adaptation or alteration, retrieval, consultation, use, transfer, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.

"Processor" means an entity that Processes Personal Data on behalf of the Controller. Where the China Data Protection Law applies, Processor means an entity that the Controller(s) entrust to Process Personal Data on behalf thereof; where the European/UK Data Protection Law or VCDPA applies, Processor means the Processor; where the CCPA applies, Processor means the Partner.

"Restricted Transfer" means: (i) where the EU GDPR applies, a transfer of Personal Data from the EEA to a country outside of the EEA which is not subject to an adequacy determination by the European Commission; (ii) where the UK GDPR applies, a transfer of Personal Data from the United Kingdom to any other country which is not based on adequacy regulations pursuant to Section 17A of the United Kingdom Data Protection Act 2018; (iii) where the Swiss DPA applies, a transfer of Personal Data from Switzerland to any other country which is not determined to provide adequate protection for Personal Data by the Federal Data Protection and Information Commission or Federal Council (as applicable); (iv) where the China Data Protection Law applies, a transfer of Personal Data from the People's Republic of China to a country/region outside of the People's Republic of China ; and (v) where another Applicable Data Protection Law applies, a cross-border transfer of Personal Data from that jurisdiction to any other country which is not based on adequacy regulations pursuant to that Applicable Data Protection Law.

"Russian Data Protection Law" means (1) the Federal Law No. 149-Fz On Information, Informational Technologies And The Protection Of Information; (2) the Federal Law No. 152-Fz On Personal Data; (3) the Federal Law No. 242-FZ on Amending Certain Legislative Acts of the Russian Federation as to the Clarification of the Processing of Personal Data in Information and Telecommunications Networks; and (4) any and all applicable national laws and regulations made under or pursuant to (1), (2) and (3); in each case, as may be amended or superseded from time to time.

"SCCs" means (i) where the EU GDPR or Swiss DPA applies, the contractual clauses annexed to the European Commission's Implementing Decision 2021/914 of 4 June 2021 on standard

contractual clauses for the transfer of Personal Data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council (“EU SCCs”); (ii) where the UK GDPR applies, standard data protection clauses adopted pursuant to or permitted under Article 46 of the UK GDPR, including the International Data Transfer Agreement (VERSION A1.0, in force 21 March 2022) issued by the UK Information Commissioner and the EU SCCs to which the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses (VERSION B1.0, in force 21 March 2022) issued by the UK Information Commissioner is appended (“UK SCCs”); and (iii) where another Applicable Data Protection Law applies, the Standard Contractual Clauses or other appropriate cross-border transfer mechanisms approved by an appropriate data protection authority or similar body that is adopted or permitted under that Applicable Data Protection Law.

“**Mintegral Privacy Policy**” means the privacy policy available at Mintegral’s official website: <https://www.mintegral.com/en/privacy/> or at any other or additional location, as may be updated from time to time.

VCDPA means the Virginia Consumer Data Protection Act, Chapter 53 of Title 59.1 of the Code of Virginia, as may be amended or superseded from time to time, and all regulations made pursuant thereto.

Capitalized terms used and not specifically defined in this Addendum shall have the same meaning as in the Agreement.

2. **Data Protection.**

2.1. **Relationship of the Parties.** The parties acknowledge that Mintegral and Partner will Process the Data each as a separate and independent Controller. Details of such Processing are set out in Schedule 1 to this Addendum. Each party shall comply with the obligations that apply to it under Applicable Data Protection Law.

2.2. **Rights and Obligations.**

2.2.1. Partner guarantees that it shall prominently announce and display its privacy policy in its Products in accordance with the Application Data Protection Laws and this Addendum and shall provide Users with appropriate notice of and obtain their valid consent to such privacy policy.

In case that European/UK Data Protection Law applies, for clarity, acceptance of Partner’s terms and conditions by Users does not constitute consent under the European/UK Data Protection Law. Instead, Partner must display a valid consent prompt (e.g. “cookie banner”) to Users, and only start collecting Personal Data after the User has voluntarily agreed. Partner guarantees that Users can access all its Product functionalities without giving consent.

In case that Chinese Data Protection Law applies, the privacy policy shall meet the following (without limitation) requirements:

- (1) Partner's privacy policy shall be independently written, easily understandable and clearly reminding. After the User enters the main function interface, he or she can access to the privacy policy within no more than 4 time's click or swipe;
- (2) Partner warrants that when the Product runs for the first time, the User will be notified to read its privacy policy by pop-up window and other obvious ways. Partner shall enable or initialize the Mintegral SDK only after the User confirms and agrees to the privacy policy;
- (3) The User should be given the choice to choose actively whether to agree Partner's privacy policy, and the User's authorization should not be obtained by default or deceived;
- (4) The content that Partner should clearly inform the user through its privacy policy and other documents includes but is not limited to: (a) the type of Personal Data processed by Partner, the purpose, the processing method, the retention period, etc.; (b) Partner has chosen Mintegral as its partner, the Partner has used Mintegral's Services, and Mintegral related information, including without limitation, Mintegral's company name and contact information, the types, processing purposes, and processing methods of Personal Data processed by Mintegral/Mintegral's Affiliates and its ad Partners and/or advertisers, and any other information that shall be notified to Users according to Privacy Requirements; (c) Specifically, Mintegral or Mintegral's Affiliates may process the Personal Data for purpose of providing personalized information or commercial marketing information through automated decision-making, and the right that Users legally enjoyed to opt out such personalized marketing; (d) that Mintegral will process Personal Data in accordance with Mintegral Privacy Policy, and User shall be notified of the link to Mintegral Privacy Policy, and User can access the Mintegral Privacy Policy by clicking on the link; (e) any other information that needs to be included to meet the Applicable Data Protection Laws.

2.2.2. Partner acknowledges that Mintegral does not establish a direct relationship with Users. **Therefore, Partner warrants that it, before enabling or initializing the Mintegral SDK or make Mintegral available to any Personal Data in other ways, by fulfilling the covenant in Section 2.2.1 of this Addendum or by using other legally valid consent mechanisms, has provided appropriate notices to and obtained valid consents from Users, to the extent necessary for Mintegral to Process the Personal Data according to the purposes, ranges and methods stipulated in this Addendum and the Mintegral Privacy Policy, specifically, for purposes of : (a) transferring the Personal Data to Mintegral's Advertiser or its designated measurement partner to make ad attribution; (b) billing with advertisers and advertising partners; (c) detecting frauds; (d) user analysis and profiling, generating labels and features, training**

algorithmic models and optimizing products and services; (e) delivering ads (including but not limited to interest-based ads, behavioral ads, targeted ads or retargeting ads); and (f) transferring personal information to third parties for the foregoing purposes, including to Mintegral's affiliates, Mintegral's advertising Partners and advertisers, Mintegral's technology Partners and Mintegral's other business partners (collectively, the "Mintegral Affiliates"), and to make Restricted Transfers (collectively the "Mintegral Purposes"). If Partner Processes Personal Data for purposes other than the Mintegral Purposes ("Partner Purposes", including but not limited to sending bidding requests to Mintegral and settling with Mintegral), it shall also ensure that it has obtained the valid consent of the User. Upon Mintegral's request, Partner shall provide Mintegral with a record of all User consents. Partner shall notify Mintegral in writing within 24 hours of receipt of a User's refusal of consent or withdrawal of consent to any data processing.

2.2.3. Partner shall provide convenient manner to Users which allows Users to:

- (1) refuse personalized information and commercial marketing through automated decision-making manners;
- (2) refuse to sell its Personal Data; and
- (3) Exercise its rights under Applicable Data Protection Law.

Partner shall set the interface provided by Mintegral according to the option chosen by Users, and inform Mintegral through such setting of interface. Mintegral will satisfy the request of User. (For more information on these options and the scope of the corresponding interfaces, please see [Integration Guide] - [SDK Privacy Compliance Statement] - [Introduction of API setDoNotTrackStatus]) on Mintegral Publisher Platform.

2.2.4. Partner warrants that it has provided adequate notices to, and obtained valid consents from, its employees who has direct contact with Mintegral's employees or who views Mintegral's platform or website (hereinafter the "**Partner's Employee**"), to the extent necessary for Mintegral and/or its, Affiliates to store their Personal Data in accordance with Mintegral Privacy Policy and send direct marketing by email to them in relation to the products and services of Mintegral and/or its Affiliates. Partner will provide on request records of all consents obtained from Partner's Employee to Mintegral and shall notify Mintegral in writing within 24 hours of Partner receiving employee's objection to or withdrawal of consent.

2.2.5. Partner will not by act or omission, cause Mintegral to violate the Mintegral Privacy Policy, any Data Protection Law, notices provided to, or consents obtained from, Users as result of Processing Personal Information in connection with or otherwise performing the Service under the Agreement.

2.2.6. If Partner's Product is or likely directed to children as defined by Applicable Data Protection Laws, Partner warrants that it has complied with and fulfilled all of the following requirements:

- (1) **Partner shall inform Mintegral by checking the “COPPA” button or otherwise when adding the Product on the Mintegral Platform;**
- (2) Partner undertakes to comply with the Applicable Data Protection laws relating to the protection of minors and the protection of children's personal information, and if Partner's products may provide services to child Users and may transmit children's Personal Data to Mintegral, Partner undertakes to have taken relevant measures and to ensure that it has obtained valid and explicit consent from child User's parents or other entitled guardians (the manner, method and procedure of consent shall be lawful) to ensure that the Partner and Mintegral can process the child User's Personal Data in accordance with this Addendum;
- (3) Partner complies with any other requirements as directed by Mintegral.

2.2.7. Given that Mintegral does not collect age information of Users, if Partner discovers that Mintegral has collected Personal Data from a child without prior verifiable parental or guardian consent, Partner shall promptly inform Mintegral, and Mintegral will attempt to promptly delete it upon discovery.

2.2.8. Mintegral will continuously upgrade the SDK version to optimize the products, improving security performance, or following the legal and regulatory requirements. The field information obtained by different versions of SDK may be different. In order to ensure that both parties carry out cooperation legally and compliantly and effectively fulfill their responsibilities and obligations to protect users' personal information, the partner should ensure that it has upgraded the Mintegral SDK in the product to the official and latest version to avoid the risk that the partner or Mintegral will be subject to regulatory penalties due to illegal and illegal problems caused by using old versions of the SDK. After the update, we will inform the partners through the official website notification, intranet, announcement and other effective ways in time, so the partners should pay attention to it and update the SDK version as soon as possible.

2.3. **Confidentiality of Processing.** Partner shall keep strictly confidential all of the Personal Data in accordance with the confidentiality provisions of the Agreement. Partner shall ensure that any person that it authorizes to Process the Personal Data (including each party's staff, agents and subcontractors) (an “**Authorized Person**”) shall be subject to a strict duty of confidentiality (whether a contractual duty or a statutory duty) and shall not permit any person to Process the Personal Data who is not under such a duty of confidentiality. Partner shall ensure that only Authorized Persons will have access to, and Process, the Personal Data, and that such access and

Processing shall be limited to the extent strictly necessary to achieve the purposes specified in this Addendum.

2.4. **Security.** Partner shall implement and maintain reasonable and appropriate physical, technical and organizational measures to ensure the ongoing integrity, confidentiality and availability of Personal Data, and the resilience of systems and services Processing Personal Data, as appropriate to the nature and scope of Partner’s activities and services, and in accordance with Applicable Personal Data Protection Law. Such measures will include without limitation: (1) protecting the Personal Data from accidental or unlawful (a) destruction, and/or (b) loss, alteration, or unauthorized disclosure or access (a “**Security Incident**”); (2) all the controls provided in Schedule 2; and (3) the measures required pursuant to Article 32 of the EU GDPR or the UK GDPR, if applicable. Partner will implement and maintain comprehensive and written privacy and information security policies and procedures and provide such documents: (a) upon written request, to Mintegral and (b) at appropriate intervals (including prior to Processing any Personal Data), to Authorized Persons that will Process the Personal Data. Partner shall also provide reasonable assistance in order for Mintegral to comply with the obligations related to the security of Processing under Applicable Personal Data Protection Law.

2.5. **Cooperation and Individuals’ Rights.** Partner shall, at its own expense, provide all reasonable and timely assistance to Mintegral to enable Mintegral to respond to: (1) any request from an individual to exercise any of its rights under Applicable Personal Data Protection Law (including its rights of access, correction, objection, erasure and Personal Data portability, as applicable); and (2) any other correspondence, inquiry, or complaint received from an individual, regulator, court or other third party in connection with the Processing of the Personal Data. If any such request, correspondence, inquiry, or complaint is made directly to Partner, Partner shall promptly inform Mintegral providing full details of the same. Partner shall delete and permanently Destroy the Personal Data or otherwise Process the Personal Data upon request by Mintegral as necessary to respond to a consumer request.

2.6. **Security Incidents.** Upon becoming aware, or if there is a reasonable belief, of a Security Incident, Partner shall inform Mintegral without undue delay (and, in any event, within 24 hours) and shall provide all such timely information and cooperation as Mintegral may require in order for Mintegral to fulfill its data breach reporting obligations under Applicable Data Protection Law. Partner shall further take all such measures and actions as are necessary to remedy or mitigate the effects of the Security Incident and shall keep Mintegral informed of all developments in connection with the Security Incident.

2.7. **Deletion of Data.** Each party shall destroy all Personal Data in its possession or control

as soon as Minegal's purposes and the partner's purposes have each been achieved or are unlikely to be achieved (including all copies of the Personal Data) in its possession or control (including any Personal Data provided to a third party for Processing) immediately, unless it has obtained the lawful basis for retaining Personal Data under Applicable Personal Data Protection Law. This provision shall not apply to the extent that Partner or Mintegral is required by any applicable law to retain some or all of the Personal Data, in which event Partner shall isolate and protect the Personal Data from any further Processing except to the extent required by such law until deletion is possible.

2.8. **Audit.** Partner shall permit Mintegral (or its appointed third-party auditors) to audit Partner's compliance with this Addendum, and shall make available to Mintegral all information, systems and staff necessary to demonstrate Partner's compliance with this Addendum and Applicable Data Protection Law, and for Mintegral (or its third-party auditors) to conduct such audit. Partner acknowledges that Mintegral (or its third-party auditors) may enter its premises for the purposes of conducting this audit, provided that Mintegral gives it reasonable prior notice of its intention to audit, conducts its audit during normal business hours, and takes all reasonable measures to prevent unnecessary disruption to Partner's operations. Mintegral will not exercise its audit rights more than once in any 12 calendar month period, except (1) if and when required by instruction of a competent data protection authority; or (2) Mintegral believes a further audit is necessary due to a Security Incident suffered by Partner. In the event that Partner is regularly audited against ISO 27001, ISO 27701, SSAE 18 SOC 1, 2 and 3, and/or PCI standards, as applicable, by independent third party auditors, Partner shall supply a summary copy of its audit report(s) to Mintegral upon request, which reports shall be subject to the confidentiality provisions of the Agreement.

2.9. **Indemnity.** Partner shall indemnify Mintegral from and against all claims (including claims filed by a third party against Mintegral), loss, cost, harm, expense (including reasonable legal fees), liabilities or damage ("**Damage**") suffered or incurred by Mintegral as a result of Partner's breach of the data protection provisions set out in this Addendum.

3. **Restricted Transfer.**

3.1. **Personal Data protected by the China Data Protection Law.** Where the China Data Protection Law applies and if any transfer of Personal Data under the Agreement is a Restricted Transfer, the Parties shall comply with the relevant provisions of China Data Protection Law regarding the export of personal information, including but not limited to conducting data export security assessments (if required), signing standard contracts, and taking reasonable organizational and technical measures to safeguard exported data. The Data Importer shall use its best effort to assist the Data Exporter to comply with the requirements of China Data Protection Law. For the avoidance of doubt, when the Partner is a Data Exporter and constitutes a Processor of personal

information under the China Data Protection Law, the Partner shall fulfill the obligations related to data export under the China Data Protection Law as described above in relation to the Restricted Transfer, and Mintegral will provide the necessary assistance to the Partner upon the express request of the Partner.

3.2. Personal Data protected by the Russian Data Protection Laws. Where Russian Data Protection Laws apply, if any transfer of personal information under the Master Agreement is a Restricted Transfer, the Partner shall first store such Personal Data on a local server in Russia and make cross-border transfers to Mintegral in compliance with Russian data protection laws; if required by Russian data protection laws, the Partner shall obtain the written consent of the Users.

3.3. Standard Contractual Clauses. The parties agree that when the transfer of Personal Data under the Agreement is a Restricted Transfer, the SCCs will be incorporated into this Addendum by this reference, with each Data Exporter and Data Importer being deemed to have entered into the SCCs in its own name and on its own behalf as follows:

3.3.1. In relation to Data that is protected by the EU GDPR, the EU SCCs will apply completed as follows:

- (1) Module One will apply;
- (2) in Clause 7, the optional docking clause will apply;
- (3) in Clause 11, the optional language will not apply;
- (4) in Clause 17, Option 1 will apply, and the EU SCCs will be governed by the law of Netherlands ;
- (5) in Clause 18(b), disputes shall be resolved before the Dutch courts;
- (6) Annex I of the EU SCCs shall be deemed completed with the information set out in Schedule 1 to this Addendum; and
- (7) Annex II of the EU SCCs shall be deemed completed with the information set out in Schedule 2 to this Addendum.

3.3.2. In relation to Data that is protected by the UK GDPR, the UK SCCs will apply completed as follows:

- (1) the International Data Transfer Agreement (VERSION A1.0, in force 21 March 2022, the “IDTA”) issued by the UK Information Commissioner shall be deemed to have been entered into;

- (2) Table 1-4, Part 1 of the IDTA shall be deemed completed as specified below –
 - A. UK country’s law that governs the IDTA shall be England and Wales;
 - B. Primary place for legal claims to be made by the parties to the IDTA shall be England and Wales;
 - C. The Linked Agreement is the Agreement
 - D. UK GDPR applies to the Data Importer;
 - E. The parties to the IDTA can end the IDTA before the end of its term by serving one months’ written notice;
 - F. The parties to the IDTA that may end the IDTA when the Approved IDTA changes shall be Data Exporter;
 - G. If the information of the below items is updated in the Linked Agreement (as defined in the IDTA) referred to, the following information in the IDTA will update automatically:
 - a. The categories of the transferred Personal Data;
 - b. The categories of special category and criminal records data;
 - c. The Data Subject of the transferred Personal Data;
 - d. The purposes for which the Data Importer may Process the transferred Personal Data;
 - e. The security requirements.
- (3) Unless explicitly specified in point A to G above, Table 1-3 shall be deemed completed with the information set out in Schedule 1 to this Addendum;
- (4) Table 4 shall be deemed completed with the information set out in Schedule 2 to this Addendum.

3.3.3. In relation to Data that is protected by the Swiss DPA, the EU SCCs will apply as set out in Section 3.3.1 of this Addendum amended as follows:

- (1) references to “Regulation (EU) 2016/679” in the EU SCCs will be deemed to refer to the Swiss DPA;
- (2) references to specific articles of “Regulation (EU) 2016/679” will be deemed replaced

with the equivalent article or section of the Swiss DPA;

- (3) references to “EU,” “Union,” and “Member State” will be deemed replaced with “Switzerland”;
- (4) references to the “competent supervisory authority” are replaced with the “Swiss Federal Data Protection Information Commissioner”; and
- (5) in Clause 18(b), disputes shall be resolved before the competent courts of Switzerland.

3.3.4. In relation to Data that is protected by another Applicable Data Protection Law, the Data Exporter and the Data Importer agree that such SCCs shall automatically apply to the transfer of Data from the Data Exporter to the Data Importer and, where applicable shall be deemed completed on a mutatis mutandis basis to the completion of the SCCs as described above.

3.4. Data Importer shall not participate in (nor permit any (sub-) processor to participate in) any other Restricted Transfers of Personal Data under or related to the performance of the Agreement (whether as an exporter or an importer of the Personal Data) unless the Restricted Transfer is made in full compliance with Applicable Data Protection Law.

3.5. If there is any conflict between this Addendum and the SCCs, the SCCs will prevail.

SCHEDULE 1

DATA PROCESSING DESCRIPTION

A. LIST OF PARTIES

Data exporter(s)

Name:	Partner
Official registration number (if any) (company number or similar identifier):	Refer to Partner's certificate number registered on the Mintegral platform
Contact person's name, position and contact details (including email):	Refer to Partner's contact name registered on the Mintegral platform
Role (controller/processor):	Controller

Data importer(s)

Name:	Mintegral
Official registration number (if any) (company number or similar identifier):	武汉汇量信息科技有限公司: 91420100MABRCF6U1X Mintegral International Limited 1912252 Mintegral North America Inc. 4074951 Adlogic Technology Pte. Ltd. 201537596D
Contact person's name, position and contact details ,including email (shall also be the Importer Data Subject Contact when Section 3.3.2 is applicable):	Natalie, DPO, privacy@mintegral.com
Role (controller/processor):	Controller

B. DESCRIPTION OF TRANSFER

<p>Categories of data subjects whose Personal Data is transferred:</p>	<p>Users as defined in the Agreement</p>
<p>Categories of Personal Data transferred:</p>	<p>For Users</p>
	<p>a. Interactive Data: view or click history.</p>
	<p>b. Location data: IP address, country, time zone and locale settings (including country information and preferred language).</p>
	<p>c. Persistent Identifiers: IMEI, Android ID, OAID, IDFV, IDFA, GAID. MAC Address, the internal identifier assigned to devices by the third-party attribution platform (optional, depending on whether the partner actually transmits it).</p>
	<p>d. Application Information: package name of the app of Mintegral's Business Partners, whether it is downloaded from App Store, version and characteristic of the app used by you when you interact with Mintegral's Service, SDK version</p>
	<p>e. Device Information: device make, device model, information of operating system, device type, information of screen, information of battery, device volume and font size, whether the it is an emulator, information of network, information of hardware, information of device sensor, Limited Ad Tracking (LAT) status, system boot time, device user name, information of storage capacity;</p>
	<p>f. Others: timestamp, device event information such as crashes, system activity, the date and time of your request and referral URL, user-agent, advertising effectiveness data (optional, depending on whether the partner actually transmits it).</p>
	<p>For Partner's Employee</p>
	<p>a. Personal Details: Name.</p>
	<p>b. Contact details: E-mail and telephone details.</p>

	c. Employment contact information: Description of current position; title; unit/department; working base.
Methods of transfer	Partner allows Mintegral to collect data through the SDK, or Partner transfers data to Mintegral's SDK.
Sensitive data transferred (if applicable) and applied restrictions or safeguards:	N/A
The frequency of the transfer	Happening on a continuous basis for the length of the Agreement
Nature and purposes of the transfer and processing:	Nature: collection, storage, duplication, analysis, deletion Purposes: as specified in Section 错误!未找到引用源。 .2
The period for which the Personal Data will be retained, or, if that is not possible, the criteria used to determine that period:	As specified in Section 2.7
Can and when the Data Importer make further Transfer of the Personal Data? (only if Section	The Importer may transfer on the Transferred Data to only to its Advertisers for Permitted Purposes in accordance with Section 16.1 (Transferring on the Transferred Data) of IDTA .

3.3.2 is applicable)	
For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing:	Transfer in accordance with IDTA Article 16.1 (Transfer of data) and for Mintegral Purposes
Dates to review the transfer (only if Section 3.3.2 is applicable)	The Parties must review the Security Requirements at least each time there is a change to the Transferred Data, Purposes, Importer Information, TRA or risk assessment.

C. COMPETENT SUPERVISORY AUTHORITY

For Personal Data protected under the EU GDPR: the competent supervisory authority/ies are as provided in Clause 13 of the EU GDPR

For Personal Data protected under the Swiss DPA: [Federal Data Protection and Information Commissioner](#) (FDPIC)

For Personal Data protected under the UK GDPR: [Information Commissioner's Office](#)

SCHEDULE 2

Technical and Organisational Security Measures: Minimum Security Controls

The following is a description of the technical and organisational measures that must be the minimum implemented by the Partner and, where applicable, by any (sub-) processors taking into account the nature, scope, context and purpose of the processing, and the risks for the rights and freedoms of natural persons.

To prevent unauthorized access, use, disclosure or destruction of user personal information, Mintegral will take strict security measures; Mintegral will implement physical, technical and administrative measures that comply with relevant laws and industry standards. For example, Mintegral uses firewalls, encryption technology and other automated software designed to prevent fraud and identity theft; Mintegral only stores information in devices and locations that provide a high level of protection; Mintegral also strictly monitors access to data that occurs around the perimeter and at building entrances through video and other electronic surveillance.

Annex B

Mintegral SDK License Agreement

This Mintegral SDK License Agreement (“SDK License Agreement”) supplements the Mintegral Publisher Terms of Service available at <https://dev.mintegral.com/document/term>, as updated from time to time between You (“Partner”) and Mintegral (“Agreement”) for the monetization business and other related business (“Service”). This SDK License Agreement is an agreement incorporated into and form part of the Agreement. This SDK License Agreement shall be effective since the effective date of the Agreement, and survive termination or expiry of the Agreement. To the extent there are any prior agreements with regard to the subject matter of this SDK License Agreement, this SDK License Agreement supersedes and replaces such prior agreements. In case of any conflict between a provision of this SDK License Agreement and the Agreement, as it relates to Personal Information, the provision of this SDK License Agreement shall prevail. Capitalized terms used herein and not defined herein will have the meaning set forth in the Agreement and/or the Data Protection Laws.

This SDK License Agreement governs Your access and use (including the access and use before or after you agree to this SDK License Agreement), in whole or in part, of the Mintegral software development kit, including all versions of the software development kit supported for multiple platforms, and any related documentation, including the documentation related to the integration guide available at <https://www.mintegral.com/en/sdk/>, as may be updated by Mintegral from time to time (“Documentation”), code (including sample code, source code, etc.), tools, API(s), interface declarations, assemblies, including any upgrades, modified versions, updates, additions, and copies of the foregoing licensed to You by Mintegral

("collectively, SDK"). By downloading, accessing or using the SDK, You hereby agree to the terms of this SDK License Agreement as well as the Mintegral Publisher Terms. If You are using the SDK on behalf of an entity, You represent and warrant that You have full legal authority to bind that entity to this SDK License Agreement and the Agreement, and by accepting the SDK License Agreement and the Mintegral Publisher Terms or downloading, accessing or using the SDK, You are doing so on behalf of that entity, and all references to You or Your in the SDK License Agreement refer to that entity. If You do not agree to all of the terms of this SDK License Agreement and the Agreement, do not download, access, or use the SDK, or access or use any Mintegral Service as specified in the Agreement ("Mintegral Service").

1. License.

Subject to Your compliance with this SDK License Agreement and the Agreement, Mintegral hereby grants You a limited, worldwide, non-sublicensable, non-transferable, royalty-free, fully revocable, non-exclusive license to use the SDK solely for the purpose of using Mintegral Service according to this SDK License Agreement and the Agreement ("Permitted Purpose").

2. Restrictions.

- 2.1. Except as expressly permitted by Mintegral in writing, You shall not directly or indirectly (or assist or allow a third party to) (i) distribute, sell, sublicense, rent, loan, lease, or transfer the SDK to any third party, (ii) use the SDK to create or facilitate the creation of any product or service that is in any manner competitive with any service provided by Mintegral, including connecting to any other supply side platform or to any third party ad server using the SDK, (iii) combine the SDK with other software in order to restrict, impede, circumvent, compromise, impact the functionality of or charge for access to the SDK; (iv) copy, decompile, modify, reverse engineer, reverse compile, disassemble, translate, adapt or create derivative works of the SDK (including the runtime components and any other portions thereof); (v) use the SDK to develop any software to upload or otherwise transmit any material containing software viruses or other computer code, files or programs designed to interrupt, destroy, or limit the functionality of any software or hardware, or violating any applicable law or regulation; (vi) use the SDK in a manner which in any way will detriment the interest or reputation of Mintegral.
- 2.2. You shall not represent to the public or any of your business partner that any of your product with the SDK are certified or otherwise endorsed or guaranteed by Mintegral.
- 2.3. Nothing in this SDK License Agreement shall limit or restrict the rights of Mintegral to assert infringement or other intellectual property claims against You.

3. Data.

- 3.1. You acknowledge and agree that by accessing or using the SDK and Mintegral Service,

You agree that the SDK will enable You to transfer or share information with Mintegral, and Mintegral may collect and receive information about Your use of the Mintegral Service and information about Your end users, including end user device information, end user's browsing behavior and other information as more fully described in the Mintegral Privacy Policy available at <https://www.mintegral.com/en/privacy/> and may be updated by Mintegral from time to time ("Mintegral Privacy Policy") ("User Data"). You further agree that in connection with the Mintegral Service and Your use of the SDK, Mintegral may transfer or share information that is directly or indirectly collected from You, including User Data, with third parties who provide services in order to perform and improve the Mintegral Service. By using and accessing the SDK, You agree to and shall comply with all applicable laws, rules and regulations and You agree to be bound by the Privacy and Data Protection Addendum For Mainland China and the Privacy and Data Protection Addendum For Areas Outside Mainland China specified in the Annex A of the Mintegral Publisher Terms ("Privacy and Data Protection Addendum"). Without prejudice to Mintegral Privacy Policy and the Privacy and Data Protection Addendum, you represent and warrant that in each instance you have provided adequate notices to and been given the valid consent by your end users for You to collect and transmit information to Mintegral to the extent for Mintegral to process such information according to the Mintegral Privacy Policy, the Mintegral Publisher Terms as well as this SDK License Agreement.

- 3.2. Mintegral may provide reporting data, including revenue data, number of impression, ad placement, and ad response data delivered through the SDK and associated with an ad impression to You ("Reporting Data"). You acknowledge and agree that You will access and use the Reporting Data solely for Your internal business purposes in connection with the Mintegral Service and in accordance with the provisions of this SDK license Agreement, the SDK License Agreement and all applicable laws, rules and regulations, including applicable privacy and data protection laws. You further agree that You will not, and will not allow any third party, to (i) intercept or obtain any Reporting Data, including the value of an ad or impression, to circumvent or compete with the Mintegral Service; (ii) intercept or obtain any revenue data, including to determine the value of an ad or impression, prior to the impression being rendered, to directly or indirectly use the information to dynamically, programmatically or otherwise choose whether to allocate the impression to Mintegral; (iii) access or use any Reporting Data for purposes not expressly authorized herein; (iv) reverse engineer, decompile, triangulate or modify any Reporting Data to obtain, determine or infer any information beyond the data fields provided through the SDK, including Mintegral's Confidential Information, pricing information and the identity of any Mintegral partners not included by name in Mintegral's reporting; or (v) combine, commingle, correlate, associate or merge any Reporting Data with personally identifiable information without legal consent or beyond the purposes authorized by any consent provided by end users unless as permitted by applicable law or regulation.

4. Ownership

Mintegral own, and shall retain ownership of, all right, title, and interest to the SDK, including, without limitation, all copyrights and other intellectual property rights therein. Mintegral reserves all rights in the SDK not expressly licensed under this SDK License Agreement. Nothing in this SDK License Agreement gives You a right to use any of Mintegral and its associated companies' trade names, trademarks, service marks, logos, or other distinctive brand features and other intellectual property.

5. Confidentiality.

- 5.1. Confidential Information is any information relating to the intellectual property and business practices of either party, whether or not reduced to writing or other tangible expression, which is disclosed by Mintegral to You and which Mintegral considers to be proprietary and confidential. Such Confidential Information includes, but is not limited to: (i) any information about the SDK (including source code of the SDK) in any form (e.g. screenshot, etc.); (ii) information relating to research and development, discoveries, improvements, processes, know-how, specifications, samples, notes, patents, copyrights, trademarks, trade names, trade secrets, and patent, trademark and copyright applications; (iii) business plans, financial information, computer hardware or software, information systems, source code, products, services, costs, sources of supply, strategic plans, advertising and marketing plans, customer lists, sales, profits, pricing methods, project proposals, personnel, and business relationships; (iv) the client information that provided by Mintegral in accordance to the requirement of performing services; and (v) the details of any consultations or communication and possible cooperation (including but not limited to details of any cooperation or deal, any form of bonus, incentive, guarantee, etc. proposed or offered by either party or agreed by both parties, the execution of the agreement that may be reached in the future between both Parties and its content).
- 5.2. You agree to process the Confidential Information solely for the Permitted Purpose. You agree to take all necessary and appropriate steps to keep confidential and protect the Confidential Information including: (i) restricting access to all Confidential Information received from Mintegral to those employees who have a "need to know" and who are made aware of and agree to be bound by the obligations of confidentiality contained herein; and (ii) not using, disclosing, or allowing access to such Confidential Information in whatever form, including without limitation, in screenshot, by any third party, except as authorized by Mintegral in writing. You shall not duplicate or incorporate the Confidential Information into your own records or database without Mintegral's consent in writing. You further agree to use the same degree of care in safeguarding the Confidential Information as its uses for its own information, but in no event less than a reasonable degree of care. Except as required by law, You agree to keep confidential the existence of this SDK License Agreement and that You are meeting with or receiving information from Mintegral.
- 5.3. You acknowledge and agree that the unauthorized disclosure or other violation, or

threatened violation of this SDK License Agreement by You will cause irreparable damage to Mintegral and that money damages would not be a sufficient remedy for any breach of this SDK License Agreement. You agree that the Mintegral will be entitled to specific performance and injunctive or other equitable relief prohibiting You from any such disclosure, attempted disclosure, violation or threatened violation without the necessity of proving damages or furnishing a bond or other security, in addition to any other rights and remedies available in law. Mintegral shall be entitled to recover its reasonable attorneys' fees and expenses incurred in conjunction with such proceedings.

- 5.4. Nothing in this SDK License Agreement is intended to grant You any right in or to the Confidential Information. You shall not reverse-engineer, decompile, or disassemble any products, prototypes, software or other tangible objects that embody the Confidential Information nor shall either party remove, overprint or deface any notice of confidentiality, copyright, trademark, logo, legend or other notices of ownership or confidentiality from any originals or copies of Confidential Information.
- 5.5. Upon the written request of Mintegral, You shall at Mintegral's option either: (i) return the Confidential Information, in whatever form held by You, or (ii) certify in a writing signed by a duly authorized officer or representative of You that such Confidential Information, in whatever form held, has been destroyed. The confidentiality obligations herein shall survive any expiration or termination of this SDK License Agreement.

6. Updates.

If Mintegral makes available any upgrades, patches, enhancements, or fixes for the SDK ("Updates"), such Updates will become part of the SDK and subject to this SDK License Agreement. Mintegral may, from time to time, make any change to the SDK, including permanently or temporarily stop providing any feature within the SDK without prior notice.

7. Indemnification.

You agree to defend, indemnify and hold harmless Mintegral, and any of its directors, officers, employees, associated companies or agents, from and against any and all claims, losses, damages, liabilities and other expenses (including attorneys' fees, arbitration or litigation costs), arising from your use of the SDK or breach of this SDK License Agreement.

Notwithstanding anything to the contrary under this SDK License Agreement or any other agreement or document, Mintegral is further entitled to cancel the cooperation or withdraw any proposal, offer or deal provided to You and terminate any agreement between both Mintegral and You immediately without any notice to You if You violate this SDK License Agreement.

8. Disclaimer.

MINTEGRAL PROVIDES THE SDK "AS IS" AND WITHOUT WARRANTY OF ANY

KIND, AND EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS SDK LICENSE AGREEMENT, MINTEGRAL HEREBY DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, ACCURACY, RELIABILITY, AVAILABILITY, COMPATIBILITY, AND NON-INFRINGEMENT. YOUR USE OF THE SDK AND ANY DATA (INCLUDING REPORTING DATA) OR MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SDK IS AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA, LOST PROFITS OR REVENUE THAT DIRECTLY OR INDIRECTLY RESULTS FROM SUCH USE.

9. Limitation of Liability.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MINTEGRAL AND/OR ITS ASSOCIATED COMPANIES WILL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OR INABILITY TO USE THE SDK, EVEN IF MINTEGRAL OR SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. Termination.

This SDK License Agreement shall continue as long as you use the SDK or Mintegral Service. If you violate any provision of this SDK License Agreement, Mintegral is entitled to terminate this SDK License Agreement immediately. You agree, upon termination, to destroy all copies of the SDK and any Reporting Data within your possession or control. The Confidentiality, Indemnification, Disclaimer, Limitation of Liability, and General sections set out in this SDK License Agreement shall survive any termination of this SDK License Agreement.

11. Export Restrictions.

The SDK may not be used where prohibited by law. You represent and warrant that you are not located in, under the control of, or a national or resident of any country which the United States has (i) embargoed goods, (ii) identified as a “Specially Designated National”, or (iii) placed on the Commerce Department’s Table of Deny Orders.

12. General.

12.1. Mintegral may modify the terms of this SDK License Agreement or any additional terms that apply to the SDK and the Mintegral Service at any time and it is Your responsibility to look at the SDK License Agreement regularly for updates. You shall not assign or transfer any part of this SDK License Agreement to any third party.

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12.3. The governing law and dispute resolution as specified in the Agreement will apply to this SDK License Agreement.