BVDW CODE OF CONDUCT PROGRAMMATIC ADVERTISING

As of: August 2016

The subscribers of the BVDW code of conduct (CoC) programmatic advertising with regulations for marketers/publishers, sell-side platforms (SSP), demand-side platforms (DSP) and data providers1 are obligated to comply with at least the criteria and terms as defined in the following for programmatic advertising.

The subscribers have to fulfill the established requirements of the code of conduct for respective the market area (markets/publishers, DSP, SSP, data providers) they cover as a company. If a company covers more than one market area (e.g. as full-stack provider), then it has to fulfill all requirements established for this market area. The assignment of fulfilling requirements goes back to the company if it can exercise control over the respectively applied technology (DSP and/or SSP).

By taking appropriate measures, the quality in programmatic advertising is to be strengthened permanently and a transparency is to be reached regarding the use of programmatic advertising for all participants. Our top-priority goal is the definition and identification of a qualitative basic understanding as well as the commitment for the execution of necessary measures of all involved stakeholders regarding compliance with guidelines in order to ensure a sustainable professionalization of programmatic advertising for all participants in Germany. Here, the area of applicability refers to transactions carried out in Germany (lex loci solutionis, law of the place where relevant performance occurs).

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1For the respective definition see pages 7-8 of this document.
1. TRANSPARENCY AND QUALITY OF THE ADVERTISING ENVIRONMENT

- **Marketers/Publishers**
  - The committing marketer/publisher shall not provide any websites with content that is illegal according to German law as advertising platforms (e.g., content harmful to young persons, racist content).
  - The below-mentioned marketer/publisher is obligated to not knowingly declare advertising spaces and environments in an incorrect fashion. The declaration may be individual to a marketer/publisher, but must be clear, comprehensible and accessible.

- **Sell-side platforms**
  - The committing SSP checks on a regular basis and independent of the device advertising environments on the own sell-side platform using brand-safety/content-verification tools or equivalent mechanisms.
  - The committing SSP shall provide necessary information to third-party providers of brand-safety/content-verification tools or shall grant them access to such information, enabling verification.
  - The committing SSP must not deliver in regard to advertising inventory unknown to the SSP.
  - Furthermore, the SSP is obligated to not knowingly declare advertising spaces and environments not provided by the marketer/publisher in an incorrect fashion. The declaration may be individual according to the respective SSP, but must be clear, comprehensible and accessible.

2. TRANSPARENCY AND QUALITY OF THE CAMPAIGN CONTROL

a. TRACEABILITY OF THE SUPPLY AND DEMAND CHAIN

- **Marketers/Publishers**
  - The committing marketer/publisher shall create transparency in regard to the offered inventory sources as well as the connected SSP or offer platforms.

- **Sell-side platforms**
  - The committing SSP shall only provide the inventory after having received the consent of the marketer/publisher. The SSP shall provide information regarding the use of the respectively achieved impression in a transparent fashion.

- **Demand-side platforms**
  - The committing DSP ensures that the agency/advertiser has transparency upon request in the previously agreed upon framework according to the contractual and/or statutory provisions for which buyer the provided inventory is purchased.
  - The committing DSP shall provide to the agency/advertiser upon request in the previously agreed upon framework according to the contractual and/or statutory provisions all information that can be depicted as well as transmitted in the bid request of an achieved impression.
b. TRANSPARENCY REGARDING INVOICING OF DATA

All market partners

- All committing market partners have to be able in a technical fashion to provide suitable interfaces or reports that make it possible to show in detail all information relevant to invoicing regarding the use of data and data segments. This especially includes the delivery-based designation of data usage according to time per data segment relevant for invoicing - furthermore, the following by agreement: the information regarding data usage according to customer and campaign per data segment relevant to invoicing.

Data providers

- Committing data providers have to transmit at the very least the following information:
  1. Segment ID and price per unit (e.g. CPM) for invoicing
  2. Information regarding origin of data and methodology of collection

c. VIEWABILITY

All market partners

- Ideally, all committing market partners are to orient themselves on the Guideline for the technical measurement of visibility of online campaigns (viewability) as amended of the BVDW.

Sell-side platforms

- The committing sell-side platform (SSP) enables marketers/publishers to select the requirements in view of viewable ad impression (ideally according to the Guideline for the technical measurement of visibility of online campaigns (viewability) as amended, but also according to individual agreements) for their campaign (technical control) and to be able to measure or report it in the desired fashion. For this, the corresponding technical possibilities are to be implemented. It falls to the respective marketer/publisher to use this offer.

- The committing sell-side platform (SSP) ensures that it provides or makes measurable technical standards regarding viewable ad impression (ideally according to the Guideline for the technical measurement of visibility of online campaigns (viewability) as amended or according to individual agreements).

Demand-side platforms

- The committing demand-side platform (DSP) enables the respective agencies/advertisers to select the requirements regarding viewable ad impression for its campaign (technical control) and to be able to measure or report it (ideally according to the Guideline for the technical measurement of visibility of online campaigns (viewability) as amended, but also according to individual agreements). For this, the corresponding technical possibilities are to be implemented. It falls to the agency/advertiser to use this offer.
d. AD COLLISION

Marketers/Publishers

- The below-mentioned marketer/publisher is obligated to ensure as best as it is possible in line with the technical realization the prevention of ad collisions.

Sell-side platform

- The below-mentioned sell-side platform is obligated to create technical possibilities for the best possible prevention of ad collisions.

Demand-side platforms

- The below-mentioned demand-side platform is obligated to create technical possibilities for the best possible prevention of ad collisions.

e. AD FRAUD

Marketers/Publishers

- The below-mentioned marketer/publisher is obligated to take appropriate measures to prevent ad fraud.
- The below-mentioned marketer/publisher is obligated not to falsely declare URLs, and takes all technical measures to prevent this. However, an alias domain may be used to offer inventory on a semi-transparent level, e.g. vermartername123.de.
- No explicit false designation must be made (fake URL) (if the impression for example comes from webseite123.de, but this is shown as coming from webweite-abc.de [prohibition to use pass-through or phantom sites, etc.]).

Sell-side platforms

- The below-mentioned SSP ensures the possibility of tracking of the traffic provided on its platform to the marketer/publisher in order to be able to identify the definite origin of fraud/invalid traffic on the side of the marketer/publisher.
- The below-mentioned sell-side platform does not offer traffic unknown to the SSP.
- The below-mentioned SSP ensures that ad fraud is prevented in the best possible way and on an ongoing basis.

f. AUDIENCE FRAUD

Data providers

- The committing data provider has to know in principle where data comes from (data owner) and how such data was collected or processed. In case of a complaint, the data provider has to be able to show this to the board of complaint in the following transparent fashion:
  - Origin of data: Where was the data collected, and who is the original owner of the data?
The data source has to be identifiable and unmistakably legal in the way data is collected.

Collection: Is such data offline, online, interest data, etc. The data buyer has to be able to know the origin and qualitative depth of the data.

Processing: Does it pertain to hard facts, data collected on a one-on-one level or processed data, e.g. predictions or twinning?
- The below-mentioned data provider is obligated to have his suppliers and data owners contractually ensure data delivery on a legal basis.
- The below-mentioned data provider has to ensure a user ID is valid in the context of use, and is obligated to exclude bot traffic or non-human traffic (traffic that is artificially generated via machines or alternative non-human activities) if he gains knowledge of such.

3. TRANSPARENCY AND QUALITY OF THE ADVERTISING MEDIUM

**All market partners**
- All committing market partners have to comply with the law applicable for the delivery of advertising. (Lex loci solutionis, law of the place where relevant performance occurs).
- For the delivery of advertising (advertising measures) the general principles and specific codes of conduct (no english version available) according to the Deutscher Werberat (German Advertising Council) shall apply as relevant.

**Marketers/Publishers**
- The below-mentioned marketer/publisher does in general not accept any insertion of illegal advertisement in accordance with German law.
- Furthermore, it falls to the below-mentioned marketer/publisher to exclude or permit any advertising. This option is not granted to other parties.

**Sell-side platforms**
- The below-mentioned SSP has to provide the technical possibility to exclude corresponding advertising upon request.

**Demand-side platforms**
- The below-mentioned DSP contractually regulates with the respective agency/advertiser to comply with the requirements and regulations of the corresponding economic area.
- The below-mentioned DSP ensures that it does not allow a deliberate false declaration by the respective advertiser in the bid response.
- The below-mentioned DSP arranges for the periodic (however at least one-time) testing (technically and/or manually) of the advertising media and URL. Arrangements to test advertising media are in place.
The below-mentioned DSP ensures compliance with the general IAB standards regarding file size and dimension and arranges for a periodic testing (technically and/or manually) of the advertising media and URL.

4. TRANSPARENCY OF THE END DEVICE

Marketers/Publishers
- The below-mentioned marketer/publisher is obligated technically declare the inventory in the best possible manner, e.g. desktop, mobile, tablet.
- The below-mentioned marketer/publisher ensures that no playout of mobile advertising formats is carried out on sites that are not optimized for mobile content.

Sell-side platforms
- The below-mentioned SSP forward the information in view of origin of traffic regarding the end device in use to the DSP.

5. TRANSPARENCY AND QUALITY REGARDING THE USE OF DATA

a. DATA PROTECTION AND QUALITY

Data providers
- The committing data providers have to comply with the applicable data protection laws and have to contractually ensure that after the expiration of the contractual period and period of use all relevant data are only held available for the purpose of invoicing and deleted after 90 days at the latest.
- The committing data provider has to know in principle where data comes from (data owner) and how such data was collected or processed. In case of a complaint, the data provider has to be able to show this to the board of complaint in the following transparent fashion:
  - Origin of data requiring verification: Where was the data collected, and who is the original owner of the data?
  - The data source has to be identifiable and unmistakably legal in the way data is collected.
  - Collection requiring verification: Is such data offline, online, interest data, etc. The respective data buyer has to know the origin and the qualitative depth of the data.
  - Processing requiring verification: Does it pertain to hard facts, data collected on a one-on-one level or processed data, e.g. predictions or twinning?
- The below-mentioned data providers are obligated to ensure by means of contract with his suppliers and data owners a legal data collection.
- The below-mentioned data providers are obligated to collect the data in accordance to the declaration, e.g. ensuring that zip code geodata also show zip code data as origin.
b. COOKIE DROPPING AND DATA LEAKAGE

- All market participants
  - The below-mentioned market participant is obligated to show in a transparent fashion upon the request of the respective business partner which third-party identifiers are delivered in addition to the original identifier.

- Marketers/publishers, SSP, DSP
  - The below-mentioned SSP, DSP and marketer/publisher is obligated to provide to the joint customer groups (agencies, advertisers, marketers/publishers) the target groups provided by the data providers (in the form of identifiers) only for the intended scope of use and not to use such in any other form beyond this, for example in the form of forwarding to other users (agencies, advertisers, marketers/publishers) or for profiling, unless there is a deviating agreement with the data provider.

6. GLOSSARY

- All market participants
  - Every committing market partner shall make an effort to use in his business activities the concepts and the understanding of the BVDW glossary (no english version available) as well as the programmatic advertising glossary (no english version available) and to avoid synonymous terms.
  - The listed market partners are defined as follows:
    - **Data providers** are persons or organizations who offer and distribute their own data or data of third parties for sale via one or several platforms.
    - **Demand-side platforms (DSP)** carry out in an automated fashion the purchasing of advertising contacts and the control of advertising campaigns. It evaluates advertising spaces on the basis of data and historical values from information that was either delivered or collected by the DSP (users, technical data, predictions). DSPs can directly be used in self-service operation or their commissioned operation can be provided to customers as managed service (consulting, planning, execution and reporting).
    - **Publishers** are persons or organizations who prepare, release and distribute contents for publication or for sale via one or several media.
    - **Sell-side platforms (SSP)** or also supply-side platforms (SSP) form the technological basis in order to make the inventory of a publisher accessible for automated ad trading in programmatic advertising.
    - **A marketer** is a company selling advertising space.

The subscribers have to fulfill the established requirements of the code of conduct for respective the market area (markets/publishers, DSP, SSP, data providers) they cover as a company. If a company covers more than one market area (e.g. as full-stack provider), then it has to fulfill all requirements established for this market area. The assignment of fulfilling requirements goes back to the company if it can exercise control over the respectively applied technology (DSP and/or SSP).
We hereby confirm to comply with the conduct guidelines cited herein. We are committed to implement and further develop existing processes and instruments in line with the economic acceptability. Furthermore, we are committed to comply with the conduct guidelines cited herein no later than three months after signing.

Company: ____________________________________________________________
Managing director: ______________________________________________________
Email: ________________________________________________________________
Phone: _________________________________________________________________
Web site/URL: __________________________________________________________

With this signature, I acknowledge the contents of this code of conduct programmatic advertising as well as the related terms and conditions for my company.

The Legal Foundation for the participation in the Code of Conduct Programatic Advertising BVDW is without fail the German version of the document. Meaning your signature is required on the German document only as the English version is simply a literal interpretation without legally binding content.

___________________________________  __________________________________
Place, date                                                                 Signature, company stamp

For the Austrian and Swiss markets, with regard to content, the same defined requirements of the Code of Conduct for the respective market areas apply (marketers/publishers, DSP, SSP, data providers) as well as the corresponding conditions of participation - these are country-specific but have the same content. The complaint body and the board of complaint are operated by the national IABs, or in Germany by the BVDW (German Association for the Digital Economy).

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All companies that have submitted to the defined commitment measures of a code of conduct in the area of Germany, Austria and Switzerland and that therefore rightfully bear the commitment seal (subscriber logo) are invited to adopt the identical conditions of other countries in the area of Germany, Austria and Switzerland. If the licensing fee for non-members (a one-time payment of EUR 449.00 net) for the validity period of the current version of the Commitments Code of Conduct Programmatic Advertising has already been paid for one market, no other costs arise for other markets.
Our company has already adopted the Code of Conduct of

- BVDW Germany
- IAB Austria
- IAB Switzerland

We hereby agree to comply with the guidelines outlined in the Code of Conduct Programmatic Advertising and to accept the conditions of participation for the following market:

- Germany
- Austria
- Switzerland

We are committed to implement and further develop existing processes and instruments in line with the economic acceptability. Furthermore, we agree to conform to the guidelines of the Code of Conduct Programmatic Advertising of the above-mentioned country at the latest three months after signing.

Place, date ______________________________________________

Duly signed ______________________________________________

The Legal Foundation for the participation in the Code of Conduct Programmatic Advertising BVDW is without fail the German version of the document. Meaning your signature is required on the German document only as the English version is simply a literal interpretation without legally binding content.