

**CHANGE IN LAW AMENDMENT TO  
IAB FOURTH AMENDED AND RESTATED MULTI-STATE PRIVACY AGREEMENT**

This **Change in Law Amendment** (the “Amendment”) to the IAB Fourth Amended and Restated Multi-State Privacy Agreement, including its attached Schedules (the “Agreement”) is made as of November 24, 2025, and shall take effect on the Amendment Effective Date (defined below) in accordance with Section 14.6(b) of the Agreement. This Amendment constitutes a legal agreement between you (“Signatory” or “you”) and all other Signatories to the Agreement. IAB Privacy, Inc. (“IAB” or “we”) is a limited Signatory to this Amendment solely for the express purposes of drafting, modifying, administering, and enforcing this Amendment.

**WHEREAS**, the Agreement provides in Section 14.6(b) that IAB may modify the Agreement on written notice to you in the event of a Change in Law and that such modification shall automatically go into effect upon receipt of such notification provided that you may terminate your participation in the Agreement within thirty (30) days of receipt of such written notice;

**AND WHEREAS**, the California Privacy Protection Agency has amended the CCPA Regulations codified at Cal. Code Regs. Tit. 11, § 7001 *et seq.*, effective as of January 1, 2026 (“Amendment Effective Date”);

**NOW, THEREFORE**, in consideration of the mutual terms, provisions, covenants, and agreements set forth herein, each Signatory agrees as follows:

1. **CCPA Contracting Requirements.** In Schedule B attached to the Agreement, section (b) is hereby amended and restated as follows:

(b) **California.** If the First Party has determined that the Consumer is a resident of California, the Service Provider shall:

(i) not Sell or Share Personal Information that is subject to a Covered Transaction;

(ii) Process Personal Information on behalf of the First Party solely to perform California Digital Advertising Activities;

(iii) not retain, use, or disclose Personal Information ~~that it collected pursuant to the Agreement with~~ the First Party for any purposes, other than those specified in this Agreement or as otherwise permitted by the CCPA;

(iv) not retain, use, or disclose the Personal Information ~~that it collected pursuant to the Agreement with~~ the First Party outside the direct business relationship between Service Provider and such First Party, unless expressly permitted by the CCPA;

(v) not combine the Personal Information that the Service Provider ~~collects pursuant to the Agreement with the~~ First Party with Personal

**Deleted:** the

**Deleted:** received from, or on behalf of,

**Deleted:** including the servicing of a different Business,

**Deleted:** subject to Section 6.

**Deleted:** received from, or on behalf of,

**Deleted:** receives from, or on behalf of, the

Information that the Service Provider receives from another Person or collects from its own interaction with the Consumer;

**Deleted:** , or on behalf of,

**Deleted:** , provided that Joint Service Providers may Process Personal Information pursuant to Section 6

(vi) comply with all applicable sections of the CCPA, including providing the same level of privacy protection as required by the First Party by, for example, cooperating with the First Party in responding to, and complying with, Consumers' requests made pursuant to the CCPA, assisting the First Party in completing cybersecurity audits, conducting risk assessments, or complying with automated decisionmaking technology (ADMT) requirements pursuant to the CCPA, and implementing reasonable security procedures and practices appropriate to the nature of the Personal Information to protect the Personal Information from unauthorized or illegal access, destruction, use, modification, or disclosure in accordance with Cal. Civ. Code § 1798.81.5;

**Deleted:** received from, or on behalf of, the First Party

(vii) permit the First Party and IAB to take reasonable and appropriate steps to ensure that the Service Provider uses the Personal Information that it collects pursuant to the Agreement with the First Party in a manner consistent with the First Party's obligations under the CCPA. Reasonable and appropriate steps may include ongoing manual reviews and automated scans of the Service Provider's system and regular assessments, audits, or other technical and operational testing at least once every twelve (12) months;

**Deleted:** received from, or on behalf of,

**Deleted:** and

(viii) notify the First Party and IAB after it makes a determination that it can no longer meet its obligations under the CCPA and permit the First Party and IAB the right, upon notice, to take reasonable and appropriate steps to stop and remediate any unauthorized use of Personal Information by the Service Provider; and

**Deleted:** no later than five (5) business days

(ix) enable the First Party to comply with Consumer requests made pursuant to the CCPA.

2. **Display Response to Choice Mechanism.** Section 4.3(a) of the Agreement is hereby amended and restated as follows:

(a) California. With respect to a Consumer whom the First Party determines is a resident of California, the First Party shall:

(i) include a Choice Mechanism (Share) and/or a Choice Mechanism (Sale) on the First Party's home page(s), and on any other pages on the First Party's Digital Properties where Personal Information is collected or, in the case of a mobile application, such mobile application's settings page or similar page (e.g., "About" or "Information"), for the Consumer to submit a request to Opt Out of the Sale or Sharing of Personal Information pursuant to Cal. Civ. Code 1798.120(a) and Cal. Code Regs. tits. 11, § 7026 and confirm to the Consumer the request has been processed in a manner consistent with Cal. Code Regs. tits. 11, § 7026; and

**Deleted:** and within the First Party's privacy policy

(ii) comply with a Global Opt-Out, display to the Consumer whether it has processed the Global Opt-Out in a manner consistent with Cal. Code Regs. tits. 11, § 7025, and include a statement in the First Party's privacy policy that the First Party responds to, and abides by, the Global Opt-Out, in a manner consistent with and to the extent required by the CCPA. In addition, the First Party may provide the Consumer a means to provide an Opt-Out Override, provided that the First Party complies with the requirements set forth in Cal. Civ. Code § 1798.135(b) and Cal. Code Regs. tits. 11, § 7028 with respect to the Opt-Out Override.

Dated: November 24, 2025