



1. Designation of the Parties

The parties agree that, for all data received from or on behalf of the Company, or otherwise obtained in connection with the performance of the Vendor's obligations ("Company Data"), the Company shall be the Controller and the Vendor shall be the Processor. Each party shall comply with all relevant privacy laws and relevant obligations under this Agreement. The Vendor shall ensure that any sub-processor that has access to Company Data shall comply with the Vendor's obligations under this Agreement.

2. Use of Privacy Data

All information personal or unique to a specific individual and all sensitive financial information about or belonging to individuals, including any information that can be used to identify or contact a specific individual, such as first and last name, email address, telephone number, social security number, financial account information, credit card number, or otherwise ("Privacy Data") will be accessed, used, maintained, collected, modified, merged, shared or disclosed by Vendor only as is necessary for Vendor to perform its obligations under any contract with, and otherwise required by Company. When processing Privacy Data on behalf of the Company, the Vendor shall ensure that any person acting on its behalf or under its authority processes the Privacy Data only in accordance with the Company's written instructions. The Vendor will immediately inform the Company of any requirement under relevant law that would require processing Privacy Data in any way other than per the Processing Instructions, unless such information is prohibited by that law, or if the Processing Instructions may infringe any applicable law.

3. Privacy and Security Policy

The Vendor shall implement and maintain, at its cost and expense, appropriate technical and organizational measures in relation to the processing of Privacy Data by the Vendor to ensure compliance with relevant privacy laws. In addition, Vendor warrants that it has adopted and implemented legally and operationally sufficient technical measures to protect Privacy Data against accidental, unauthorized or unlawful destruction, loss, alteration, disclosure, and access, and against all other unlawful activities. Vendor shall ensure that its agents and representatives processing Privacy Data on behalf of the Company have signed agreements requiring them to keep Privacy Data confidential and take all reasonable steps to ensure that Vendor representatives processing Privacy Data receive adequate training on compliance with this Agreement and relevant laws.

4. Agents and Subcontractors

The Vendor shall not engage another Processor to perform specific processing activities involving Privacy Data on behalf of the Company without the Company's prior written consent. If the Company provides written consent, the Vendor will enter into a binding written contract with the sub-processor ("Processor Contract") which imposes the same data protection obligations contained in this Addendum on the sub-processor. At the Company's request, the Vendor shall provide copies of any executed Processor Contracts. Vendor shall ensure that approved third-party recipients of Privacy Data have agreed to use the information only for Company's business purposes, and in compliance with all applicable laws, rules and regulations, as well as any Company policies, and in compliance with the safeguard procedures outlined in this Addendum.

5. Cooperation, Audit, and Inspection

The Vendor shall provide reasonable assistance, information, and cooperation to the Company to ensure compliance with Company's obligations under relevant laws with respect to: (i) data security; (ii) data breach notification; (iii) responding to requests relating to Privacy Data and/or Company's data privacy or security practices from regulators or individuals; and (iv) conducting privacy impact assessments. The Vendor shall implement and maintain, at its cost and expense, appropriate technical and organizational measures to assist the Company in the fulfillment of the Company's obligations to respond to individuals' requests relating to Privacy Data. This includes ensuring that all requests relating to Privacy Data are recorded and then referred to the Company within three days of receipt of the request. The Company reserves the right to conduct random on-site audits to ensure the Vendor's compliance with its Privacy Data obligations under this Addendum, subject to the Company giving the Vendor reasonable prior notice of such audit and/or inspection, and ensuring that any auditor is subject to binding obligations of confidentiality and that such audit or inspection is undertaken so as to cause minimal disruption to the Vendor's business and other customers. The Vendor shall otherwise cooperate with the Company in the Company's efforts to monitor the Vendor's compliance.

6. No Export

The Vendor shall not transfer any Company Data to any country outside the European Economic Area ("EEA") or to any international organization (an "International Recipient") without the Company's prior written consent. If the Company consents to the transfer of Protected Data to an International Recipient, the Vendor shall ensure that such transfer (and any onward transfer): (i) is pursuant to a written contract including provisions relating to security and confidentiality of any Privacy Data; (ii) is made pursuant to a legally enforceable mechanism for such cross-border data transfers of Privacy under relevant laws (the form and content of which shall be subject to the Company's written approval); (iii) is made in compliance with this Addendum; and (iv) otherwise complies with relevant privacy laws.

7. Record Keeping

The Vendor shall maintain complete, accurate, and up-to-date written records of all processing activities carried out on behalf of the Company ("Processing Records"), and shall make available to the Company on request in a timely manner such information (including the Processing Records) as is reasonably required by the Company to demonstrate the Vendor's compliance with its obligations under relevant privacy laws and this Addendum, which the Company may disclose to regulatory authorities. Processing Records shall contain, at a minimum, a description of all Privacy Data processed by the Vendor on behalf of the Company, the type of processing, the purposes of the processing, a record of consent (if any), and any other information reasonably required by the Company.

8. Breaches

In the event of any actual or suspected access or acquisition of Privacy Data by an unauthorized third party, the Vendor shall notify the Company of the potential data breach without undue delay (but in no event later than 12 hours after becoming aware of the potential data breach) and provide the Company, in writing or

via email, without undue delay (wherever possible, within 24 hours of becoming aware of the potential data breach) with such details as the Company reasonably requires. In addition, Vendor shall investigate and remediate the potential data breach and, to the extent that data breach results in a legal obligation on the Vendor or the Company to notify impacted individuals or would put impacted individuals at risk, the Vendor shall provide the Company with assurances satisfactory to the Company that a breach will not recur. The Vendor warrants that if there has been a breach of Privacy Data, all responsive steps will be documented and post-incident review will be made of both the events and also actions taken, if any, to change business practices made relating to Privacy Data. The Vendor agrees to fully cooperate with the Company in the Company's handling of the matter, including without limitation any investigation, reporting or other obligations required by applicable law or regulation, including responding to regulatory inquiries or investigations, or as otherwise required by the Company, and will work with the Company to otherwise respond to and mitigate any damages caused by the breach. The Vendor shall not notify any third party of the breach without the Company's prior written authorization.

9. Information Management

The Vendor shall, without delay, at the Company's written request, either securely delete or return any Privacy Data to the Company in hardcopy or electronic form as soon as processing by the Vendor of any Privacy Data is no longer required for the Vendor's performance of its obligations under Vendor's contract with the Company. As soon as reasonably possible upon completion of the services under such contract, the Vendor shall securely delete all existing copies of Privacy Data, in electronic

and hard copy form, unless storage of any data is required by applicable law, and if so, the Vendor shall notify the Company of this in writing.

10. Indemnification and Injunctive Relief

The Vendor agrees that it shall reimburse and indemnify the Company for all costs incurred in responding to and/or mitigating damages caused by a breach of this Addendum, including breaches of Privacy Data and any actions arising from the Vendor acting outside or contrary to the Company's lawful instructions or any material breach by the Vendor of its data protection or privacy obligations under this Addendum. In addition, Vendor acknowledges and agrees that in the event of a threatened or actual breach of this Addendum will result in irreparable harm for which monetary damages may not provide a sufficient remedy, and that in addition to all other remedies, Company shall be entitled to obtain specific performance and injunctive relief, specifically to protect against the disclosure or improper use of Privacy Data, as a remedy for any such breach of this Addendum by the Vendor without posting security and without prejudice to such other rights as may be available under this Addendum or under applicable law. Further, the Vendor's failure to comply with any of the provisions of this Addendum shall be deemed a material breach of the Agreement, and Company may terminate the Agreement without liability to Vendor. In the event of litigation relating to this Addendum, the non-prevailing party shall be liable for and pay to the prevailing party the reasonable legal fees incurred by it and its agents, advisors, representatives and affiliates in connection with such litigation, including any appeal therefrom.

v.9/2019