



## **US DATA PROCESSING ADDENDUM ("Addendum")**

This Addendum is incorporated into the Terms of Service agreement between Customer and its subsidiaries ("**Customer**") and Fullpath Inc. and its affiliates ("**Fullpath**") to which Customer obtains the right to use the Services ("**Agreement**").

The parties agree as follows:

1. **Definitions.** "**Business**", "**Consumer**", "**Controller**", "**Delete**", "**Deidentified**", "**Personal Data**", "**Personal Information**", "**Processor**", "**Request to Delete**", "**Request to Know**", "**Sell**", "**Share**" and "**Service Provider**" shall have the meaning set forth in the Data Protection Laws. "**Data Protection Laws**" means, as applicable, the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act of 2020 and its updates and amendments (the "**CCPA**"), the Virginia Consumer Data Protection Act, the Colorado Privacy Act, the Connecticut Data Privacy Act, the Utah Consumer Privacy Act, the Indiana Consumer Data Protection Act, the Iowa Consumer Data Protection Act, the Montana Consumer Data Privacy Act, the Tennessee Information Protection Act, the Texas Data Privacy and Security Act, and any other applicable United States data protection federal and/or state law. "**Services**" means performance of the services and activities provided pursuant to or in connection with the Agreement. "**Business purpose**" means the Processing activities that Fullpath will perform to provide Services, this Addendum and any other instruction from Customer, as otherwise permitted by applicable law, including the CCPA and the applicable regulations, or as otherwise necessary to provide the Services to Customer. "**Customer Personal Information**" means any Personal Information collected, used, accessed, stored and/or otherwise processed by Fullpath in the context of the provision of the Services to Customer. "**Data Breach**" means breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Customer Personal Information.
2. **Subject Matter.** For Fullpath to provide Services to Customer, Fullpath may need to Process Personal Information on behalf of Customer, as set forth in Annex A. This Addendum applies to the Processing by Fullpath of Customer' Personal Information in connection with the Agreement, as a Service Provider or Processor under Data Protection Laws. For the avoidance of doubt, Customer shall be considered the Business or Controller as such term is defined in Data Protection Laws.
3. **Fullpath representations.** Fullpath hereby represents, that Fullpath shall not: (a) Sell or Share Customer' Personal Information; (b) retain, use or disclose Personal Information obtained for any purposes other than to provide the Services under the Agreement, or for a commercial purpose other than providing the Services; (c) retain, use, or disclose Customer' Personal Information outside of the direct business relationship between Fullpath and Customer; and, (d) combine the Personal Information which the Fullpath receives from or on behalf of Customer, with Personal Information which it receives from or on behalf of another person or persons, or collects from its own interactions (if any) with the Consumer. Notwithstanding the foregoing, Fullpath may use, disclose, or retain Customer' Personal Information to: (i) detect data security incidents or to protect against fraudulent or illegal activity; (ii) comply with applicable laws; (iii) defend legal claims or comply with a law enforcement investigation; and (iv) in an anonymized format.
4. **Customer representations.** Customer has provided all necessary notices and policies to comply with all transparency requirements (as required under applicable law) and has and shall maintain all necessary rights, legal basis and consents required under applicable law to provide the Customer Personal Information to Fullpath and to allow Fullpath to use such Customer Personal Information to provide the Services.
5. **Deletion.** Upon Customer' written request, and in any event upon termination or expiry of the Agreement, Fullpath agrees to promptly delete or return Customer' Personal Information unless

(and to the extent and for such period as) retention is required under Data Protection Laws, in which case, Fullpath shall ensure the confidentiality of such Personal Information. may retain one copy of the Personal Data for evidence purposes and/or for the establishment, exercise or defence of legal claims and/or to comply with applicable laws and regulations. If the Customer requests the Personal Data to be returned, the Personal Data shall be returned in the format generally available for Fullpath's Customers.

6. **Consumer's Requests.** Fullpath agrees to shall use commercially reasonable efforts to assist Customer, insofar as this is possible, for the fulfilment of Customer's obligation to respond to a Consumer Request under Data Protection Laws and Regulations. To the extent legally permitted, Customer shall be responsible for any costs arising from Fullpath's provision of such assistance. If Fullpath receives a Request to Know or Request to Delete from a Consumer, Fullpath shall promptly notify, and forward such request to, Customer.
7. **Fullpath Personnel.** Fullpath will employ commercially reasonable efforts to ensure that individuals with access to Customer Personal Information will: (i) only do so as necessary to perform their job duties in connection with performance of the Services; (ii) be bound by a written obligation of confidentiality; and (iii) have undergone adequate training in connection with handling of Personal Information.
8. **Information Security.** Fullpath will implement and maintain reasonable security measures and practices appropriate to protect the Customer Personal Information against accidental, unauthorized, or unlawful destruction, loss, alteration, disclosure, and access, and against all other unlawful activities as required by applicable Data Protection Laws.
9. **Subcontractors.** Fullpath will enter into a written contract with each subcontractor which it uses in connection with Customer's Personal Information, such contract will: (i) include terms similar to those set out in this Addendum; and (ii) meet the requirements of applicable Data Protection Laws. Upon request, Fullpath will inform Customer of the appointment of any new subcontractors. If within five (5) days after receiving such notice, Customer objects to the new subcontractor on reasonable grounds relating to Data Protection Laws, then Fullpath shall make available to Customer a change in the proposed subcontractor, the Services or recommend a commercially reasonable change to Customer' configuration or use of the Services to avoid processing of Customer Personal Information by the objected-to new subcontractor. If Fullpath after thirty days (30) cannot reasonably accommodate Customer' objection, Fullpath will notify Customer. Customer may, with thirty days (30) written notice to Fullpath, terminate the Agreement to the extent it relates to the Services which require the use of the objected-to new subcontractor.
10. **Audit.** Upon Customer's written request at reasonable intervals, and subject to the confidentiality obligations set forth in the Agreement and this Addendum, Fullpath will (i) make available to Customer, information reasonably necessary to demonstrate compliance with this Addendum and Data Protection Laws, and (ii) at Customer's cost, unless otherwise provided by law, and expense, and with thirty (30) days prior written request, Fullpath shall allow for and contribute to audits or assessments, including inspections, by the Customer and/or an auditor (and/or assessor) mandated by Customer (who is not a direct or indirect competitor of Fullpath) in relation to the processing of the Customer Personal Information by Fullpath, provided that the parties shall agree on the scope, methodology, timing and conditions of such audits and inspections. Notwithstanding anything to the contrary, such audits and/or inspections shall not contain any information, including without limitation, personal data that does not belong to Customer. Any audit or assessment must be conducted during Fullpath's regular business hours, and shall remain subject to the confidentiality obligations set forth in the Agreement. Such audits shall be limited to once per year, unless the audit is otherwise required by Data Protection Laws and/or any regulatory authority.

11. **Data Breach.** Fullpath shall notify Customer without unreasonable delay after Fullpath becomes aware of a Data Breach affecting Customer Personal Information. Fullpath shall make reasonable efforts to identify the cause of such Personal Data Incident and take those steps as Fullpath deems necessary, possible and reasonable in order to remediate the cause of such a Personal Data Incident to the extent the remediation is within Fullpath's reasonable control. In any event, Fullpath will not make any notification in connection with such Data Breach, unless instructed to do so by Customer in writing. Customer will be the party responsible for notifying applicable authorities and/or concerned data subjects (where required by Data Protection Laws and regulations).
12. **Jurisdiction and Governing Law.** The parties to this Addendum hereby submit to the choice of law and jurisdiction stipulated in the Agreement with respect to any disputes or claims arising under this Addendum, including disputes regarding its existence, validity, or termination or the consequences of its nullity.
13. **Order of Precedence.** In the event of inconsistencies between the provisions of this Addendum and the Agreement, the provisions of this Addendum shall prevail.
14. **Changes in the Data Protection Laws.** If any variation is required to this Addendum as a result of a change in the Data Protection Laws, then either party may provide written notice to the other party of that change in law and the parties will, in good faith, execute modifications to this Addendum to comply with such change in the Data Protection Laws. Fullpath shall notify Customer after it determines that it can no longer meet its obligations under Data Protection Laws, in which case, the Customer may terminate exclusively the portions of the Services that are not in compliance with Data Protection Laws.
15. **Miscellaneous.** This Addendum shall not be amended or modified except by a written instrument duly signed by both parties. Fullpath may assign this Addendum or its rights or obligations hereunder to any Affiliate thereof, or to a successor or any Affiliate thereof, in connection with a merger, consolidation or acquisition of all or substantially all of its shares, assets or business relating to this Addendum or the Agreement. Any Fullpath obligation hereunder may be performed (in whole or in part), and any Fullpath right (including invoice and payment rights) or remedy may be exercised (in whole or in part), by an Affiliate of Fullpath. Notwithstanding anything to the contrary in the Agreement and/or in any agreement between the parties and to the maximum extent permitted by law: (A) Fullpath's (including Fullpath's Affiliates') entire, total and aggregate liability, related to personal data or information, privacy, or for breach of, this Addendum and/or Data Protection Laws and Regulations, including, without limitation, if any, any indemnification obligation or applicable law regarding data protection or privacy, shall be limited to the amounts paid to Fullpath under the Agreement within twelve (12) months preceding the event that gave rise to the claim. This limitation of liability is cumulative and not per incident; (B) In no event will Fullpath and/or Fullpath Affiliates and/or their third-party providers, be liable under, or otherwise in connection with this Addendum for: (i) any indirect, exemplary, special, consequential, incidental or punitive damages; (ii) any loss of profits, business, or anticipated savings; (iii) any loss of, or damage to data, reputation, revenue or goodwill; and/or (iv) the cost of procuring any substitute goods or services; and (C) The foregoing exclusions and limitations on liability set forth in this Section shall apply: (i) even if Fullpath, Fullpath Affiliates or third-party providers, have been advised, or should have been aware, of the possibility of losses or damages; (ii) even if any remedy in this Addendum fails of its essential purpose; and (iii) regardless of the form, theory or basis of liability (such as, but not limited to, breach of contract or tort).



## ANNEX A DETAILS OF THE PROCESSING

**Subject matter.** Fullpath will Process Personal Information as necessary to perform the Services pursuant to the Agreement, and as further instructed by Customer in its use of the Services.

### ***Nature and Purpose of Processing***

1. Performing the Agreement, this Addendum and/or other contracts executed by the Parties, including, providing the Service(s) to Customer and providing support, if agreed in the Agreement
2. For Fullpath to comply with documented reasonable instructions provided by Customer where such instructions are consistent with the terms of the Agreement.

**Duration of Processing.** Subject to any Section of the Addendum and/or the Agreement dealing with the duration of the Processing and the consequences of the expiration or termination thereof, Fullpath will Process Personal Information for the duration of the Agreement, unless otherwise agreed upon in writing.

**Type of Personal Information.** Customer may submit Personal Information to the Services, the extent of which is determined and controlled by Customer in its sole discretion, and which may include, but is not limited to the following categories of Personal Information:

- Full name
- Phone number
- Email address
- Any other Personal Information or information that the Customer decides to provide to the Fullpath or the Services.

In some limited circumstances Personal Information may also come from others sources, for example, in the case of anti-money laundering research, fraud detection or as required by applicable law. For clarity, Customer shall always be deemed the “Controller” and Fullpath shall always be deemed the “Processor”.

For the avoidance of doubt, the log-in details to Fullpath’s platform are subject to Fullpath’s privacy policy available here: <https://www.fullpath.com/legal-and-trust/?nav=privacypolicy> and not to this Addendum.

Notwithstanding anything to the contrary, Customer acknowledges that the same personal information or Personal Information provided by Customer or processed on behalf of Customer may have already been (or will be) provided by other customers or Customers to Fullpath, or may have already been (or will be) collected by Fullpath independently or from other customers or Customers, or may be available on public sources. For avoidance of doubt, this data and information may be collected, used and processed by Fullpath and/or disclosed by Fullpath to third parties and other customers or Customers without this being deemed a breach of this Addendum and/or the Agreement.