Vialto Partners Data Privacy Addendum

Annex IV Country-Specific Addendums

Argentina

Where Argentina's Law N° 25,326 on Data Protection (the "**Act**") applies to Vialto in its Processing of Client Personal Information under the Agreement (such Client Personal Information hereinafter referred to as "**Argentinian Personal Information**"), the following terms shall supplement the terms of the DPA with respect to such Processing of Argentinian Personal Information. Where there is a conflict between these terms and the terms of the DPA, these terms shall govern with respect to Argentinian Personal Information.

Where there is a transfer of Argentinian Personal Information from Client as data exporter to Vialto as data importer in a jurisdiction that has not been deemed adequate by the National Director for Personal Data Protection of Argentina or is not otherwise subject to another appropriate transfer mechanism or safeguard under the Act, the parties hereby agree that Model 1 (Controller to Controller) or Model 2 (Controllers and Processors), as applicable, of the Model Contractual Clauses set forth by the Ibero-American Data Protection Network as in effect on the date of execution of the DPA (the "**Model Clauses**") shall apply and are hereby incorporated by reference into the DPA and completed as follows:

(i) The details of the data exporter and data importer are equivalent to those set forth in Annex I.A of Annex V (Annexes to the EU Standard Contractual Clauses) to the DPA.

(ii) The optional redress language in the Model Clauses shall not apply.

(iii) For purposes of Clause 7.1 of Model 2 of the Model Clauses, the parties hereby agree that Option 2 shall apply.

(iv) For purposes of Annex B of the Model Clauses, the details of the Processing are specified in the DPA, including Annex I (Details of Processing) the DPA.

(v) For purposes of Annex C of the Model Clauses, the administrative, physical and technical measures are set forth in Annex II (Technical and Organizational Measures) to the DPA.

The following sections of the DPA shall apply to the Model Clauses, provided that these shall not operate to contradict the Model Clauses:

(A) for the purposes of the Model Clauses, the instructions to Vialto as data importer shall be any instructions issued in accordance with Section 4.1(a) of the DPA;

(B) Section 4.1(g) of the DPA shall apply to any inquiries, requests or complaints from a Data Subject that Vialto is obliged to deal with in accordance with the Model Clauses;

(C) for purposes of Model 2 of the Model Clauses, Section 4.1(e) of the DPA shall apply in respect of any sub-processing by Vialto as data importer; and

(D) Section 4.1(k) of this DPA shall apply in respect of any obligations that Vialto might have under clause 6.10 (Documentation and compliance) of the Model Clauses.

If, and to the extent that, the Ibero-American Data Protection Network issues any amendment to, or replacement of, the Model Clauses, the parties agree in good faith to take such additional steps as they mutually agree are necessary to ensure that such amendment or replacement terms are implemented across all relevant transfers.

For avoidance of doubt, the terms of the DPA that are not otherwise modified by the terms set forth herein shall, to the extent applicable, continue to apply with respect to Argentinian Personal Information.

Australia

Where Australia's Federal Privacy Act 1988 (Cth) (the "**Privacy Act**") and the Australian Privacy Principles (the "**APPs**") apply to Vialto in its Processing of Client Personal Information under the Agreement (such Client Personal Information hereinafter referred to as "**Australian Personal Information**") as an "APP entity" (as defined in the Privacy Act), the following terms shall supplement the terms of the DPA. For purposes hereof, the following provisions of the DPA shall be deemed to be incorporated herein (and any other provisions of the DPA shall not apply): Section 1, Section 2 (excluding Section 2.1), Section 3.1(a), (b) and (d), and Section 5 (with respect to Section 5.1, for applicable definitions).

Each of Vialto and Client shall be acting as an "APP entity" under the Privacy Act and APPs and shall be responsible for its respective obligations under the Privacy Act and APPs.

Client represents that the Australian Personal Information has been collected, processed and transferred in accordance with the Privacy Act, APPs and any other laws applicable to Client and that it has made reasonable efforts to determine that Vialto can satisfactorily comply with the obligations assumed herein.

For purposes of the APPs (including Principle 5 thereof), with respect to any Australian Personal Information collected by or on behalf of Client and provided to Vialto for Processing under the Agreement, Client shall be responsible for providing such individuals with the information required by the APPs (including by Principle 5.2), including by providing such individuals with Vialto's privacy policy available at https://vialtopartners.com/legal.

Where Vialto discloses Australian Personal Information to an entity outside of Australia, unless an exception under Principle 8.2 of the APPs applies, it shall take such steps as are reasonable under the circumstances to ensure that the overseas recipient does not breach the APPs in relation to that Australian Personal Information.

For avoidance of doubt, the terms of the DPA that are not otherwise modified by the terms set forth herein shall, to the extent applicable, continue to apply with respect to Australian Personal Information

Brazil

*Where Brazil's Law No. 13.709 of 14 August 2018, General Data Protection Law (as amended by Law No. 13.853 of 8 July 2019) ("**LGPD**") applies to Vialto in its Processing of Client Personal Information under the Agreement (such Client Personal Information hereinafter referred to as "**Brazilian Personal Information**"), the following terms shall supplement the terms of the DPA with respect to such Processing of Brazilian Personal Information. Where there is a conflict between these terms and the terms of the DPA, these terms shall govern with respect to Brazilian Personal Information.*

*Where there is a transfer of Brazilian Personal Information from Client as data exporter to Vialto as data importer in a jurisdiction that has not been deemed adequate by the Autoridade Nacional de Proteção de Dados of Brazil (the "**ANPD**") or is not otherwise subject to another appropriate transfer mechanism or safeguard under the LGPD, the parties hereby agree that the Standard Contractual Clauses as set forth in Annex II of the Resolution No. 19 of August 23, 2024 by the ANPD as in effect on the date of execution of the DPA (the "**Clauses**") shall apply and are hereby incorporated by reference into the DPA and completed as follows:*

(i)   For purposes of Clause 1.1 of the Clauses, the details of the data exporter and data importer are equivalent to those set forth in Annex I.A of Annex V (Annexes to the EU Standard Contractual Clauses) to the DPA.

(ii)   For purposes of Clause 2.1 of the Clauses, the parties hereby agree that Annex I of the DPA applies.

(iii)   For purposes of Clause 3.1 of the Clauses, the parties hereby agree that Option B applies, with the information required in such Clause 3.1 populated as follows:

Main purposes of the transfer: as set out in the Agreement, in order to provide the Services, for the term of the applicable Agreement
Categories of personal data transferred: as set forth in Annex I of the DPA
Period of data storage: until the Client Personal Information is returned or destroyed in accordance with and subject to the terms of the Agreement and the DPA
Other information: any other relevant information related to onward transfers as set forth in the DPA

For avoidance of doubt, the Client has expressly authorized onward transfers by Vialto to a third party as described under Section 8.1 of the DPA.

(iv)   For purposes of Clause 4.1 of the Clauses, the parties hereby agree that Option A applies and (i) where each of the parties is acting as an independent Controller, each party shall be responsible for the obligations set forth under clauses (a), (b) and (c) of Clause 4.1, or (ii) where the Client is acting as a Controller and Vialto is acting as a Processor, the Client shall be responsible for the obligations set forth under clauses (a), (b) and (c) of Clause 4.1.

(v)   For purposes of Section III of the Clauses, the security measures shall be as set forth in Annex II of the DPA.

If, and to the extent that, the ANPD issues any amendment to, or replacement of, the Clauses, the parties agree in good faith to take such additional steps as they mutually agree are necessary to ensure that such amendment or replacement terms are implemented across all relevant transfers.

For avoidance of doubt, the terms of the DPA that are not otherwise modified by the terms set forth herein shall, to the extent applicable, continue to apply with respect to Brazilian Personal Information.

Canada

*Where Canada's Personal Information Protection and Electronic Documents Act (S.C., 2000, c. P-5) ("PIPEDA") applies to Vialto's Processing of Client Personal Information under the Agreement (such Client Personal Information hereinafter referred to as "**Canadian Personal Information**"), the following terms shall supplement the terms of the DPA with respect to the Processing of such Canadian Personal Information. Where there is a conflict between these terms and the terms of the DPA, these terms shall govern with respect to Canadian Personal Information.*

The definition of "Controller" in the DPA shall be understood to include the term "Organization" as such term is defined in PIPEDA.

Where Vialto is acting in its capacity as a Processor, Client shall have the right to audit and inspect how Vialto handles and stores Canadian Personal Information as, and to the extent, set forth in Section 4.1(k) of the DPA. Additionally, Vialto shall have appropriate training and security measures in place designed to protect the Canadian Personal Information.

For avoidance of doubt, the terms of the DPA that are not otherwise modified by the terms set forth herein shall, to the extent applicable, continue to apply with respect to Canadian Personal Information.

China

*Where the Personal Information Protection Law of the People's Republic of China (the "**PIPL**") applies to Vialto's Processing of Client Personal Information under the Agreement (such Client Personal Information hereinafter referred to as "**Chinese Personal Information**"), the following terms shall supplement the terms of the DPA with respect to the Processing of such Chinese Personal Information. Where there is a conflict between these terms and the terms of the DPA, these terms shall govern with respect to Chinese Personal Information.*

1. *For avoidance of doubt, the definition of "Privacy Laws" shall include the PIPL and the definition of "Personal Information" shall include such term as defined by the PIPL (including Sensitive Personal Information, as defined in the PIPL).*

2. *For purpose of this China Addendum, the term "Processor" shall include an "entrusted party" as such concept is described under the PIPL, and the term "Controller" shall include a "personal information processor" as such term is defined under the PIPL.*

3. *The parties acknowledge and agree that the storage period for Chinese Personal Information shall be the minimum time necessary to achieve the purpose of the Processing, except as otherwise provided by laws and administrative regulations. For avoidance of doubt, the minimum time necessary shall include retention in accordance with Vialto's document retention and deletion policies.*

4. *Where each party is acting as a "personal information processor" with respect to its Processing of the Chinese Personal Information, each such party shall be responsible for implementing the measures set forth in Article 51 of the PIPL to the extent required.*

5. *Where Vialto is acting as an "entrusted party" with respect to its Processing of the Chinese Personal Information provided by or on behalf of the Client in connection with the applicable Agreement, the following terms shall apply in addition to the applicable terms set forth under Sections 2 and 3 of the DPA:*

   a. *The purposes, period and means of Processing, categories of Chinese Personal Information to be Processed, protection measures, and rights and obligations of each party are described in the DPA.*
   b. *Vialto shall, in accordance with the PIPL and relevant laws and administrative regulations, (i) take the necessary measures to ensure the security of the Chinese Personal Information as set forth in the DPA, and (ii) reasonably assist the Client in fulfilling its obligations under the PIPL.*
   c. *Vialto shall not subcontract the Processing of the Chinese Personal Information without the consent of the Client. For avoidance of doubt, Client hereby consents to Vialto subcontracting the Processing of the Chinese Personal Information to any of the entities referenced in Section 4.1(e) of the DPA.*
   d. *If the DPA is invalidated, revoked or terminated, Vialto shall either return the Chinese Personal Information to the Client or delete it, and shall not retain the Chinese Personal Information (subject to retention in accordance with Section 3 of this China Addendum).*

6. *Where the Client provides any Chinese Personal Information to Vialto that Vialto will Process as a "personal information processor" pursuant to the PIPL, Client hereby represents and warrants that it has (i) informed such individuals of Vialto's name and contact information, the purposes and means of the Processing and the categories of Chinese Personal Information to be Processed, and (in the event Vialto is outside the territory of the People's Republic of China) the methods and procedures for such individuals to exercise their rights over Vialto, and (ii) obtained such individuals' separate consent. Vialto hereby agrees to Process Chinese Personal Information within the scope of the purposes, means and categories of Chinese Personal Information described in the DPA.*

For avoidance of doubt, the terms of the DPA that are not otherwise modified by the terms set forth herein shall, to the extent applicable, continue to apply with respect to Chinese Personal Information.

Dubai (DIFC)

*Where the DIFC Data Protection Law No. 5 of 2020 or any amendment or replacement thereof (the "**DIFC Law**") applies to Vialto's Processing of Client Personal Information under the Agreement (such Client Personal Information hereinafter referred to as "**DIFC Personal Information**"), the following terms shall supplement the terms of the DPA with respect to the Processing of such DIFC Personal Information. Where there is a conflict between these terms and the terms of the DPA, these terms shall govern with respect to DIFC Personal Information.*

Each party shall ensure that any person(s) authorized to Process DIFC Personal Information in accordance with the Agreement have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

*Where there is a transfer of DIFC Personal Information from Client as data exporter to Vialto as data importer in a jurisdiction that has not been deemed adequate by the Commissioner (as defined in the DIFC Law) or is not otherwise subject to another appropriate transfer mechanism or safeguard under the DIFC Law, the parties hereby agree that the Standard Contractual Clauses (DIFC Exporter to Non-DIFC Importer in a Third Country with No or Unrecognised Data Protection Laws) as in effect on the date of execution of the DPA (the "**DIFC Clauses**") shall apply and are hereby incorporated by reference into the DPA and completed as follows:*

- *The details of the data exporter and data importer for purposes of Appendix 1 of the DIFC Clauses are equivalent to those set forth in Annex I.A of Annex V (Annexes to the EU Standard Contractual Clauses) to the DPA, and the details regarding the DIFC Personal Information being transferred for purposes of Appendix 1 of the DIFC Clauses shall be as set forth in Annex I.B of Annex V (Annexes to the EU Standard Contractual Clauses) to the DPA.*

- *The optional docking language in the Clause 7 of the Model Clauses shall not apply.*

- *For purposes of Clause 9 of the Model Clauses, where applicable, the parties hereby agree that Option 2 (General Written Authorisation) shall apply with a time period of seven (7) days.*

- *For purposes of Appendix 2 of the DIFC Clauses, the details of the administrative, physical and technical measures are set forth in Annex II (Technical and Organizational Measures) to the DPA.*

- *The optional language under Clause 16(6) of the DIFC Clauses shall not apply.*

For avoidance of doubt, the terms of the DPA that are not otherwise modified by the terms set forth herein shall, to the extent applicable, continue to apply with respect to DIFC Personal Information.