

Vialto Partners Data Privacy Addendum

1. Introduction

- 1.1 *This Data Privacy Addendum (“DPA”) between Vialto and Client applies to the Processing of Personal Information as part of the engagement letters, statements of work, terms of service or other applicable agreements for services provided by Vialto to Client (the “Agreement”) and is effective as of the date of signature of the Agreement to which this DPA is appended, or if this DPA is not appended to the Agreement, the date of signature of this DPA.*
- 1.2 *This DPA amends and replaces the provisions in the Agreement that conflict with or are inconsistent with the terms of this DPA in relation to the parties’ Processing of Personal Information.*
- 1.3 *Defined terms used in this DPA have the meaning given to them in the Agreement, except for the terms defined in Section 10.1 of this DPA.*

2. Processing

- 2.1 *The categories of Data Subjects and Client Personal Information, the nature and purposes and subject matter of Processing and the duration of Processing are set out in Annex 1.*
- 2.2 *Vialto shall Process Client Personal Information only as reasonably required by and/or related to the provision of the Services or otherwise contemplated in the Agreement and shall not Share (except in connection with the Services or permitted by this DPA or the Agreement) or Sell Client Personal Information.*
- 2.3 *Each party will comply with its respective obligations under the applicable Privacy Laws for the processing of Personal Information and is responsible for determining the requirements of Privacy Laws applicable to its own business.*
- 2.4 *Depending on the relevant jurisdictions in scope for the Services, additional obligations or terms may be required in accordance with applicable Privacy Laws. Such additional obligations or terms are set forth in Annex IV hereto.*

3. Roles and Responsibilities

- 3.1 *Depending on the nature of the Services, Vialto may act as either a separate and independent Controller or a Processor of the Client Personal Information it Processes under the Agreement. Under no circumstances will the parties act as joint Controllers. Further details as to when Vialto will act either as a separate and independent Controller or as a Processor with respect to its Processing of Client Personal Information can be found at Annex III. Where Vialto acts as a separate and independent Controller, Section 4 (Vialto’s Responsibilities) and Section 6 (Controller Obligations) will apply to Vialto in its Processing of Client Personal Information. Where Vialto acts as a Processor, Section 4 (Vialto’s Responsibilities) and Section 7 (Processor Obligations) will apply to Vialto in its Processing of Client Personal Information.*

4. Vialto’s Responsibilities

- 4.1 *To the extent permitted by Privacy Laws, Vialto may create or derive from Processing Client Personal Information data that will be aggregated or de-identified such that it cannot identify Client or any Data Subject and use, retain, or disclose such aggregated or de-identified data to third parties for the purpose of improving Vialto’s products and services and for its other lawful business purposes (including, but not limited to, analytics to review and assess Vialto’s delivery of services to clients and performance and/or training Vialto’s own developed large language models (LLMs) within Vialto’s own tools), including as set out in the Agreement.*

- 4.2 *Vialto shall implement and maintain the technical and organizational measures set out in Annex II (Technical and Organizational Measures) (the “TOMS”) to this DPA for the purpose of protecting the confidentiality, integrity, availability and resilience of Vialto systems which are involved in Processing Client Personal Information and that are designed to protect against the unlawful destruction, loss, alteration, unauthorized disclosure of or access to Client Personal Information in Vialto’s possession, custody or control. The TOMs are subject to technical progress and further development and Vialto reserves the right to modify the TOMs at any time, provided that the functionality of the Services and level of security of Client Personal Information are not degraded.*
- 4.3 *To the extent permitted by applicable law or regulations, Vialto shall notify Client promptly upon receiving any request or order for disclosure of Client Personal Information from a relevant authority, giving Client the opportunity to object, and then Vialto shall only disclose the minimum amount of Client Personal Information necessary to the relevant authority if there is a lawful basis for doing so.*

5. Client’s Responsibilities

- 5.1 *Client represents and warrants to Vialto that:*
- (a) *it has established all rights (including, where relevant, providing a privacy notice and obtaining any necessary consents) under applicable law for Vialto to Process Client Personal Information to provide the Services. For reference, full details of how Vialto Processes Client Personal Information can be found in Vialto’s global privacy statement available at <https://vialtopartners.com/legal>; and*
 - (b) *Processing by Vialto for the purposes permitted under the Agreement and/or this DPA or to provide the Services does not and shall not violate applicable law or, if applicable, Client’s obligations under other agreements or privacy notices provided to Data Subjects.*
- 5.2 *Client shall have sole responsibility for the accuracy and quality of Client Personal Information provided by or on behalf of Client to Vialto and Client shall provide to Vialto only the minimum Client Personal Information required for Vialto to fulfil its obligations under the Agreement and this DPA.*
- 5.3 *Client will not use the Services in a manner that would violate applicable Privacy Laws.*
- 5.4 *Client shall implement and maintain appropriate technical and organizational measures designed to ensure that Client Personal Information is securely transferred to Vialto.*
- 5.5 *When Vialto acts as a Processor, Client shall be responsible for (i) all communications and correspondence with Privacy Regulators in relation to the Processing of Client Personal Information; and (ii) handling Data Subject Requests and other requests or complaints in relation to the Client Personal Information in accordance with applicable laws, unless in either case (a) Vialto has independent obligations under Privacy Laws or professional rules or standards, (b) a Privacy Regulator requests in writing to engage directly with Vialto or (c) the parties (acting reasonably and taking into account the subject matter of the request) agree that Vialto shall handle a request itself.*
- 5.6 *In connection with the Agreement, Client may Process certain Vialto Personal Information which may include, but is not limited to, business contact details (such as emails, phone numbers, titles, positions or roles), IP addresses, device IDs and/or geolocation data, in each case, of Vialto employees or other personnel. With respect to any such Vialto Personal Information, Client shall act as an independent Controller and, in addition to the obligations set forth in Section 6 (Controller Obligations) of this DPA, Client shall:*
- (a) *implement and maintain appropriate technical and organizational measures designed to ensure the security of any Vialto Personal Information and to protect against the unlawful destruction, loss, alteration, unauthorized disclosure of or access to Vialto Personal Information;*

- (b) *to the extent permitted by applicable law or regulations, Client shall notify Vialto promptly upon receiving any request or order for disclosure of any Vialto Personal Information from a relevant authority, so giving Vialto the opportunity to object, and then Client shall only disclose the minimum amount of Vialto Personal Information to the relevant authority if there is a lawful basis for doing so; and*
- (c) *only Process Vialto Personal Information as necessary in connection with Client's rights and obligations under the Agreement, and only for so long as is necessary for the foregoing purposes.*

6. Controller Obligations

6.1 *Where a party is acting as an independent Controller in Processing the Personal Information of the other party, such party shall:*

- (a) *to the extent permitted by applicable law or regulation, notify the other party without undue delay upon becoming aware of any Personal Information Breach and each party shall co-operate with the other, to the extent reasonably requested, in relation to any notifications to Privacy Regulators or to Data Subjects which are required under Privacy Laws;*
- (b) *where there is a transfer of Personal Information by such party from a jurisdiction with restrictions on the transfer of Personal Information, ensure that any such transfer is compliant with the applicable Privacy Laws;*
- (c) *reasonably co-operate with the other in relation to: (i) any request from a Data Subject under any Privacy Laws; (ii) any communication from a Privacy Regulator concerning the Processing of Personal Information; or (iii) compliance with Privacy Laws.;*
- (d) *ensure that persons authorized to process Personal Information have committed themselves to confidentiality or are under an appropriate statutory or professional obligation of confidentiality; and*
- (e) *at the written request of the other party, after the end of the provision of the Services relating to Processing, delete or return to the other party all Personal Information in its possession or control in accordance with such responsible party's document retention and deletion policies, and delete existing copies in accordance with such responsible party's backup and disaster recovery procedures*

7. Processor Obligations

7.1 *To the extent Vialto is acting as a Processor on behalf of Client, it shall:*

- (a) *only process Client Personal Information in accordance with Client's documented instructions as set out in this DPA and each applicable Agreement or as required to provide the Services;*
- (b) *to the extent required by Privacy Laws, Process Client Personal Information only within the direct business relationship between the parties (including as set out in the Agreement and for the Services) and Vialto certifies that it understands and will comply with the restrictions set out in this Section 7.1(b);*
- (c) *to the extent restricted under applicable Privacy Laws, not combine Client Personal Information with any personal information it receives from or on behalf of another person or collects from its own interaction with the Data Subject, except in connection with the Services or as otherwise permitted by this DPA or the Agreement;*

- (d) ensure that persons authorized to process Client Personal Information have committed themselves to confidentiality or are under an appropriate statutory or professional obligation of confidentiality;
- (e) taking into account the state of the art, costs of implementation, the nature of processing and the risk to the rights of Data Subjects, take appropriate technical and organizational measures designed to guard against the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Client Personal Information transmitted, stored or otherwise processed;
- (f) to the extent permitted by applicable law or regulation, without undue delay, notify Client if it becomes aware of a Personal Information Breach or receives a Data Subject Request or a request from a Privacy Regulator, in each case in relation to the Client Personal Information that it Processes as a Processor on behalf of Client;
- (g) provide reasonable cooperation to Client in relation to Client's obligations under Privacy Laws to respond to Data Subjects exercising their rights under Privacy Laws;
- (h) assist Client with complying with its obligations to carry out data protection impact assessments and prior consultations of Privacy Regulators where required by Privacy Laws by providing the information set out in the Agreement, this DPA, Vialto's privacy policy and as referred to in Section 7.1(j);
- (i) at the written request of Client, after the end of the provision of the Services relating to Processing, delete or return to Client all Personal Information in Vialto's possession or control in accordance with Vialto's retention and deletion policies and delete existing copies in accordance with Vialto's backup and disaster recovery procedures; and
- (j) upon Client's written request, make available to Client all information reasonably necessary to demonstrate compliance with applicable Privacy Laws and allow for and contribute to regulatory audits, including inspections (note that Vialto's infrastructure is cloud-based with no physical premises to inspect), solely by, upon reasonable written request: (i) not more than once annually, completing a written security and privacy assessment questionnaire related to the Services, provided that doing so does not violate applicable law or Vialto's confidentiality obligations; (ii) discussing with Client the results of the assessment and answering questions regarding Vialto's information security program, and reasonably treating any noted assessment deficiencies based upon risk severity; and/or (iii) providing, to the extent available and applicable to the Services provided, Vialto's then-current SOC2 audit report or any other client-releasable summaries of ISO, NIST or similar audit report performed by a qualified third-party auditor. For avoidance of doubt, this Section 7.1(j) shall apply in respect of any obligations that Vialto might have under Clause 8.9 (Documentation and compliance) of the Standard Contractual Clauses, where the Standard Contractual Clauses are applicable.

8. Sub-processors

- 8.1 This Section 8.1 shall apply as and to the extent required by Privacy Laws, and without prejudice to any subcontracting provisions in the Agreement. Vialto will only engage a Processor of Client Personal Information subject to substantially equivalent data protection obligations as set out in Section 7.1 and Client generally authorizes the use of Processors on such basis. Vialto shall be liable for such Processor's performance of such data protection obligations. To the extent Vialto is required under applicable Privacy Law to notify Client or obtain the consent of Client for use of any Processors, Vialto hereby notifies Client of, and Client hereby consents to, the use of: (a) the entities listed as "Subprocessors" at <https://trustcenter.vialto.com/>, (b) any Vialto Firms and (c) any other entities as may be otherwise notified to and, where required by applicable Privacy Law, approved by Client in writing from time to time. Where Vialto is required by applicable Privacy Law to notify Client or obtain Client's consent with respect to any changes in sub-Processors, Vialto shall provide reasonable notice to Client (except where such notice cannot be given

and use of such Processor is required for reasons outside Vialto's control or for security or urgent business and/or regulatory reasons). Client may reasonably object to such changes within thirty (30) days of being notified of such change. If Client does not object within such thirty (30) day period, the Client's authorization shall be deemed given and Vialto shall be permitted to use such Processor. If the Client objects, the Client must provide the reasoning for its objection and reasonable evidence to support such reasoning; where agreed between the Parties, Vialto shall then refrain from using such Processor.

9. Data Transfers

- 9.1 In the case of a transfer of Client Personal Information to a jurisdiction not deemed adequate for such transfer by the appropriate authority, the parties shall cooperate to ensure compliance with the applicable Privacy Laws. If Client believes the measures contained in this DPA are not sufficient to satisfy the legal requirements, Client shall notify Vialto, in writing, and the parties shall work together in good faith to implement necessary measures.
- 9.2 Where Vialto is acting as an independent Controller and the Client Personal Information is subject to UK Privacy Laws, FADP or GDPR, and such Client Personal Information is being transferred by the Client (as data exporter) to Vialto (as data importer) in a jurisdiction not deemed adequate for such transfer by the appropriate authority, such transfer shall be subject to Module One (Transfer Controller to Controller) of the Standard Contractual Clauses.
- 9.3 Where Vialto is acting as a Processor and Client Personal Information is subject to UK Privacy Laws, FADP or GDPR, any transfer of Client Personal Information by the Client (as data exporter) to Vialto (as data importer) in a jurisdiction not deemed adequate for such transfer by the appropriate authority shall be subject to the following module(s), as applicable, of the Standard Contractual Clauses:
- (i) Module Two (Transfer Controller to Processor) of the Standard Contractual Clauses shall apply where Vialto acts as a Processor on behalf of Client as a Controller;
 - (ii) Module Three (Transfer Processor to Processor) of the Standard Contractual Clauses shall apply where Vialto act as a sub-Processor on behalf of Client as a Processor.

10. General

- 10.1 **Definitions.** The following terms have the following meanings when used in this DPA:

"Client" means the entity that has contracted to receive the relevant Services under the applicable Agreement.

"Client Personal Information" means any Personal Information provided by or on behalf of Client to Vialto that is Processed by Vialto pursuant to the Agreement.

"Controller" means the party which, alone or jointly with others, determines the purposes and means of the Processing of Personal Information or an equivalent concept (such as "business") as defined under relevant Privacy Laws.

"Data Subject" means the individual to whom Personal Information relates, which includes a consumer as defined by Privacy Laws.

"Data Subject Request" means a Data Subject's request to exercise their rights under Privacy Laws.

"FADP" means the Swiss Federal Act on Data Protection as may be amended from time to time.

"Instructions" means the specific directives given by the Client to Vialto regarding how personal data should be processed, and is distinct from the act of requiring Services to Vialto

“Personal Information” means information that identifies or could reasonably be used to identify an individual, including “personal data,” “personal information,” “personally identifiable information,” or an equivalent term, in each case, as defined by and subject to protection under Privacy Laws, to the extent such information is provided by or on behalf of one party to the other party in connection with the Agreement.

“Personal Information Breach” means (i) any security incident that a party confirms involves the Personal Information of the other party, which is notifiable to the other party, Privacy Regulators or Data Subjects under Privacy Laws; or (ii) the actual unauthorized access to, acquisition, or use of unencrypted Personal Information of one party in the other party’s custody or control that such other party confirms materially compromises the security, confidentiality or integrity of such Personal Information and has the potential to cause identity theft or financial harm to individuals whose Personal Information was affected.

“Privacy Laws” means, with respect to a party, all laws, regulations and any other applicable government directives relating to the Processing of Personal Information pursuant to the Agreement applicable to such party. If and to the extent applicable, Privacy Laws shall include, without limitation: (i) US Privacy Laws; (ii) the FADP; (iii) UK Privacy Laws; (iv) Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (General Data Protection Regulation), and (v) if applicable, the various applicable data protection regulations referenced in Annex IV of this DPA.

“Privacy Regulator” means any governmental authority or regulator with authority under Privacy Laws over the Processing of Personal Information.

“Processing,” “Processed” or “Process” means any operation or set of operations which is performed by either party as part of, or in connection with, the Services upon Personal Information, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.

“Processor” means, to the extent applicable within the scope of Privacy Laws, a natural or legal person, public authority, agency or other body which Processes Personal Information on behalf of the Controller or an equivalent concept (such as “service provider”) as defined under relevant Privacy Laws.

“Sell” has the meaning given to it in Privacy Laws and this restriction applies to the extent required by Privacy Laws.

“Share” means any restriction on targeted advertising or a similar concept under applicable Privacy Laws; this restriction applies to the extent required by such Privacy Laws.

“Services” means all work performed under the Agreement and all activities relating to such work and the Agreement, including without limitation to: (a) carry out the proper administration and improvement of the business of Vialto or a Vialto Firm; (b) carry out fraud, anti-money laundering, sanctions and any other checks and investigating and prosecuting fraud, money laundering or sanctions violations in connection with the establishment and maintenance of a client relationship and compliance with the Agreement; (c) comply with any applicable legal, self-regulatory or professional conduct obligations; or (d) establish, exercise or defend legal claims in respect of the Agreement.

“Standard Contractual Clauses” means: the agreement in the form in the C(2021) 3972 final Annex to the Commission Implementing Decision on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council, which is hereby incorporated into and subject to the terms of this DPA, and completed as follows so that the completed version can be compiled and attached to the signed Annex V (Annexes to the EU Standard Contractual Clauses) to this DPA to present to a Data Subject or a Privacy Regulator when required by applicable Privacy Laws: (a) Clause 7 (Docking Clause) shall not apply; (b) Clause 9 is completed with Option 2 (General Written Authorisation) with a time period of seven (7) days, and Client generally authorizes use of the Processors detailed in Section 8.1 of this DPA; (c) the optional language in Clause 11 shall not apply; (d) Clause 17 is completed with Option 2 and the law of the EU Member State is specified as being of Ireland; (e) Clause 18

is completed with specifying the courts of the EU Member State as being of Ireland; (f) to the extent required to comply with UK Privacy Laws, Addendum B.1.0 (the Mandatory Clauses of the Approved Addendum) approved in accordance with s119A of the Data Protection Act 2018 on 2 February 2022 (the "IDTA-B"), as it is revised under section 18 of the IDTA-B shall apply, with neither party having the right to end the IDTA-B pursuant to section 19 of the IDTA-B; and (g) to the extent required to comply with the FADP, Clause 13(a) and Part C of Annex I are not used, the supervisory authority is the Federal Data Protection and Information Commissioner and the term "Member State" cannot be interpreted to exclude data subjects in Switzerland from exercising their rights under the FADP. In addition, with respect to the Annexes to Standard Contractual Clauses, the information contained in Annex 1 and Annex 2 of this DPA shall apply.

"UK Privacy Laws" means: (a) the Data Protection Act 2018; and (b) The United Kingdom General Data Protection Regulation, as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018, as modified by Schedule 1 to the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019.

"US Privacy Laws" means: (a) the California Consumer Privacy Act, Cal. Civ. Code §§ 1798.100 et seq., including as amended by the California Privacy Rights Act of 2020 and as may otherwise be amended from time to time ("CCPA"), (b) the Virginia Consumer Data Protection Act, as may be amended from time to time, (c) the Colorado Privacy Act, as may be amended from time to time, (d) the Connecticut Data Privacy Act, as may be amended from time to time, (e) the Utah Consumer Privacy Act, as may be amended from time to time and (f) any other applicable state or federal laws or regulations of the United States then in effect and relating to data protection.

"Vialto Firm" means any entity or partnership within the Vialto Partners' network consisting of (i) affiliated entities and (ii) other entities operating as part of such network. More details are available at <https://vialtopartners.com/disclosures>.

"Vialto" is any Vialto Firm providing Services or performing obligations under the Agreement.

"Vialto Personal Information" means any Personal Information (such as, without limitation, business contact information) provided by or on behalf of Vialto to Client in connection with the Agreement.

- 10.2 **Costs.** In the event that Client requests cooperation or assistance from Vialto that exceeds that which is required in order to comply with Privacy Laws, Vialto reserves the right to charge for such cooperation or assistance at its usual rates.
- 10.3 **Termination.** Notwithstanding anything in the Agreement to the contrary, this DPA will terminate when neither party Processes the Personal Information of the other party, unless otherwise agreed in writing between the parties.
- 10.4 **Liability.** The parties agree that all liabilities between them relating to the Processing of Personal Information are governed by the limitations and exclusions of liability and other terms of the Agreement.
- 10.5 **Exclusion of third-party rights.** All third-party rights are excluded except where Vialto determines that it must grant such rights pursuant to Privacy Laws or the Standard Contractual Clauses and only to the extent required by Privacy Laws or the Standard Contractual Clauses. All other third-party rights are excluded.
- 10.6 **Governing Law.** To the extent required by applicable Privacy Law, this DPA shall be governed by the law of the applicable jurisdiction required by such Privacy Law. In all other cases, this DPA shall be governed by the laws of the jurisdiction specified in the Agreement.

ANNEX I

DETAILS OF PROCESSING

Categories of Data Subjects

Authorized employees of Client and its affiliates, if agreed in the scope of the Agreement

Categories of Personal Data

- *Personal financial information (e.g., bank accounts, investment accounts, etc.)*
- *Government Issued ID numbers (SSN, Passport, driver's license, national health ID, tax ID)*
- *Alternate identifiers (non-sensitive identifiers used to identify parties e.g., employee ID)*
- *Geolocation data (travel calendar data)*
- *Inferences drawn from other Client Personal Information (e.g., Marital status)*
- *Other general Client Personal Information such as age, gender, date of birth and home address*
- *Type of person's relationship with others (e.g., contact is a family member)*
- *Payroll records or bank account information for an individual or small sample of individuals*
- *Data collected by cookies*

Categories of Sensitive Personal Data

- *Details of nationality or citizenship*
- *Religious beliefs*

Nature of the Processing

Collection, storage, analysis and disclosure of Client Personal Information that Vialto receives from (or on behalf of) the Client in accordance with the Agreement and in order to provide the Services.

Purpose(s) of Transfer and Further Processing

For the purpose of providing the Services and complying with the Agreement and the DPA.

Duration of the Processing

Until the Client Personal Information is returned or destroyed in accordance with and subject to the terms of the Agreement and the DPA.

ANNEX II

TECHNICAL AND ORGANIZATIONAL MEASURES

Vialto maintains an information security policy consistent with best practices associated with organizational information security management and aligned with the ISO 27002 standard (“ISP”), which includes the following information security controls:

- 1) *Security Policy – each Vialto member firm to protect its information and technology assets and to comply with regulatory and contractual obligations and Vialto policies, standards and local security policies.*
- 2) *Security Organization – the management of security within Vialto, encompassing the Vialto network-wide security model framework, third party access to a Vialto member firm's resources and security requirements for outsourced service providers.*
- 3) *Vialto Personnel Responsibilities – areas affecting personnel security within a Vialto member firm such as employee vetting, terms and conditions of employment, confidentiality agreements, and user awareness training.*
- 4) *Access Controls – the assignment of correct and appropriate access to each Vialto member firm's information and technology assets based upon a data classification scheme and assigned roles and responsibilities.*
- 5) *Physical and Environmental Security – building access control, clear desk policy and laptop security with the overall aim of protecting each Vialto member firm's business premises and the information and technology assets which reside within them.*
- 6) *Cyber Security Incident Management – controls that each Vialto member firm is expected to implement to minimize the impact to Vialto member firms, in the event of a security breach.*
- 7) *Data Protection – classification and security of a Vialto member firm's information assets and systems, including data classification.*
- 8) *Service Management – secure operation and management of information processing centers such as clear separation of test and production environments, separation of operational duties based upon roles, strong change management controls, and secure network connections.*
- 9) *Systems Development – development and ongoing maintenance of information systems to include adequate security controls during the conceptual design phase.*
- 10) *Resilience – business continuity and disaster recovery planning based upon service level agreements and recovery time objectives with the overall aim of minimal impact to the Vialto member firm's business in the event of a disaster.*
- 11) *Compliance Program – controls that measure and monitor compliance of the Vialto member firm's enterprise and systems with the ISP and other relevant security controls as agreed via the policies and standards process. Includes additional controls required to determine compliance with applicable regulations and legislation such as data protection.*

Vialto reserves the right to revise the ISP and the controls contained in it including the security measures set out in this Annex II at any time, without notice, so long as any such revisions will not materially reduce or weaken the overall protection provided for Client Personal Information that Vialto Processes in the course of providing the Services to Client.

ANNEX III

CONTROLLER V. PROCESSOR DESIGNATIONS

I. Controller

Each party will act as a separate and independent Controller in relation to the Client Personal Information that they Process in relation to the Agreement where:

- (a) *applicable by operation of Privacy Laws, as reasonably determined by Vialto;*
- (b) *Vialto provides advisory, consulting, legal or professional Services involving Vialto's independent judgment or discretion or regulatory obligations; or*
- (c) *Vialto otherwise Processes Client Personal Information in accordance with the Agreement, except to the extent Section II (Processor) applies.*

For avoidance of doubt, unless Vialto is acting purely on the Instructions of and on behalf of the Client without any independent determination of the Processing of the Personal Information, where Vialto engages directly with authorized employees of Client ("Client Assignees") in the performance of its Services, and receives Personal Information directly from such Client Assignees in connection with such Services ("Assignee Services"), the parties acknowledge and agree that Vialto shall be acting as a separate and independent Controller in relation to such Personal Information, and such Processing shall be subject to the terms of the applicable privacy notice made available to, and/or consent document executed by, such Client Assignees. In connection with such Assignee Services, Vialto shall be responsible for providing such privacy notices to, and obtaining any necessary consents from, the Client Assignees.

II. Processor

Vialto will act as a Processor in relation to the Client Personal Information on behalf of Client as a Controller, or Vialto will act as a sub-Processor in relation to the Client Personal Information in respect of Client as a Processor (in which case Client warrants and represents on a continuous basis that it has the authority to instruct Vialto as a sub-Processor and enter into this DPA), where:

- (a) *applicable by operation of Privacy Laws, as reasonably determined by Vialto; or*
- (b) *Vialto provides the following types of Services to Client which involves the Processing of Client Personal Information on behalf of Client:*
 - (i) *tax compliance assistance services (other than Assignee Services or any Services requiring tax regulatory expertise);*
 - (ii) *global visa and immigration assistance services performed as Client's agent in accordance with the Client's Instructions;*
 - (iii) *global compensation and payroll services where Vialto is acting purely on the Instructions of the Client;*
 - (iv) *services under the supervision and control of Client including loaned staff services and global mobility managed services; and/or*
 - (v) *any other Service where Vialto acts purely on the Instructions of Client .*

ANNEX IV

COUNTRY SPECIFIC ADDENDUMS

To the extent required pursuant to applicable Privacy Law, the applicable country schedule(s) set forth [here](#) shall be deemed incorporated as part of this Annex IV.

ANNEX V

ANNEXES TO EU STANDARD CONTRACTUAL CLAUSES

ANNEX I

A. LIST OF PARTIES

MODULE ONE: Transfer controller to controller

MODULE TWO: Transfer controller to processor

MODULE THREE: Transfer processor to processor

Data exporter(s): *[Identity and contact details of the data exporter(s) and, where applicable, of its/their data protection officer and/or representative in the European Union]*

Name: The Client entity that has contracted to receive the relevant Services and is exporting Client Personal Information.

Address: As stated in the Agreement

Contact person's name, position and contact details: As stated in the Agreement.

Activities relevant to the data transferred under these Clauses: As described in this Annex V, the DPA and the Agreement.

Signature and date: As per the Agreement

Role (controller/processor): Controller

Data importer(s): *[Identity and contact details of the data importer(s), including any contact person with responsibility for data protection]*

Name: The Vialto Firm that has contracted to perform the relevant Services and is importing Client Personal Information as part of providing such Services.

Address: As listed on <https://vialtopartners.com/about> for the appropriate Vialto network entity or partnership.

Contact person's name, position and contact details: Global Head of Privacy and Data Protection. privacy@vialto.com

Activities relevant to the data transferred under these Clauses: As described in this Annex V, the DPA and the Agreement.

Signature and date: As per the Agreement

Role (controller/processor): Controller or Processor, depending on the Processing activities which are relevant to the data transferred under these Clauses, as described in the DPA between the parties.

B. DESCRIPTION OF TRANSFER

MODULE ONE: Transfer controller to controller
MODULE TWO: Transfer controller to processor
MODULE THREE: Transfer processor to processor

*Categories of data subjects whose personal data is transferred
As set forth in Annex I of the DPA.*

*Categories of personal data transferred
As set forth in Annex I of the DPA.*

*Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialized training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.
As set forth in Annex I of the DPA.*

*The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).
On a continuous basis as needed to provide the Services.*

*Nature of the processing
As set forth in Annex I of the DPA.*

*Purpose(s) of the data transfer and further processing
As set forth in Annex I of the DPA.*

*The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period
Until the Client Personal Information is returned or destroyed in accordance with and subject to the terms of the Agreement and the DPA.*

*For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing
As set out in the applicable Agreement, in order to provide the Services, for the term of the applicable Agreement.*

C. COMPETENT SUPERVISORY AUTHORITY

MODULE ONE: Transfer controller to controller **MODULE TWO: Transfer controller to processor** **MODULE THREE: Transfer processor to processor**

*Identify the competent supervisory authority/ies in accordance with Clause 13
The supervisory authority of Ireland, or the United Kingdom or Switzerland as appropriate.*

ANNEX II - TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

MODULE ONE: Transfer controller to controller
MODULE TWO: Transfer controller to processor
MODULE THREE: Transfer processor to processor

As set forth in Annex II (Technical and Organizational Measures) of the DPA.