

Overview

Affiliation Member understands that as part of performing Services under an Affiliation Agreement with Edelman, Affiliation Member may be required to collect, use, maintain, disclose and/or otherwise process Confidential Information (which may include, but is not limited to, Personal Data) on behalf of Edelman Group and/or its clients or a part of its provision of services to Edelman Group and/or its clients. Edelman may give consent and act on behalf of all members of the Edelman Group.

Affiliation Member may Process Personal Data as Controller or Processor under an Affiliation Agreement with Edelman Group and this Policy shall apply accordingly.

Affiliation Member has reviewed the Daniel J. Edelman Holdings' Global Privacy Principles. (<https://www.edelman.com/global-privacy-principles>) and commits to uphold those principles in performing Services under the Affiliation Agreement and in complying with this Policy.

Policy Requirements

To the extent Affiliation Member Processes Personal Data as a Processor, Affiliation Member agrees to the following requirements:

- 1) Without limiting Affiliation Member's obligation to comply with the Data Protection Laws, Affiliation Member, in its capacity as a Data Processor or subprocessor of Personal Data, will:
 - a) Process the Personal Data of Edelman Group, its clients or third parties pursuant to the Affiliation Agreement only on documented instructions from Edelman Group (or as appropriate Edelman Group's client or third parties for whom the Personal Data is being Processed), including with regard to transfers of Personal Data to a third country or an international organization, unless required to do so by the Data Protection Laws. In such case, Affiliation Member will inform Edelman of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest;
 - b) ensure that persons authorized to Process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
 - c) take all measures required to comply with applicable Data Protection Laws relating to data security including but not limited to adequate information security measures in accordance with the Data Protection Laws;
 - d) not engage another party to Process Personal Data of third parties pursuant to the Agreement (i.e. a sub-processor) without Edelman's (or, when appropriate, the client's) prior written consent. If Edelman has consented to the use of a sub-processor the Affiliation Member shall ensure
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that prior to any sub-processor being permitted access to Personal Data under the Affiliation Agreement that it will appoint that sub-processor under a written contract containing equivalent obligations as under this Policy. The Affiliation Member shall remain fully liable to the Edelman Group under the Affiliation Agreement for all the acts and omissions of each sub-processor. The Affiliation Member shall provide Edelman with advance notice of any intended changes to any sub-processor, allowing the Edelman Group sufficient opportunity to object;

e) not without Edelman's prior consent in writing Process any Personal Data that is subject to the GDPR from the EEA to any jurisdiction outside the EEA and, where such consent is given, only do so in accordance with the Data Protection Laws;

f) implement appropriate technical and organizational measures to protect Personal Data to ensure a level of security appropriate to the risk presented by Processing the Personal Data and to protect against unauthorized or unlawful Processing and against accidental loss, destruction, damage, alteration or disclosure;

g) taking into account the nature of the Processing, assist Edelman Group by appropriate technical and organizational measures, insofar as this is reasonably possible, for the fulfillment of Edelman Group's, its clients' and relevant third parties' obligation to respond to requests for exercising the Data Subject's rights stated in the Data Protection Laws;

h) reasonably assist Edelman Group and its clients and relevant third parties in ensuring compliance with data security, Personal Data Breach, data protection impact assessments, and engaging in other matters, pursuant to the Data Protection Laws (taking into account the nature of processing and the information available to Affiliation Member);

i) maintain records of its Processing activities hereunder;

j) upon notice from Edelman Group and/or the client for whom the Personal Data is being Processed, promptly delete or return all the Personal Data to Edelman Group after the end of the provision of Services relating to Processing, and delete existing copies unless applicable Data Protection Laws requires storage of Personal Data;

k) without limiting any of Edelman Group's existing audit rights under the Affiliation Agreement (if any), upon request make available to Edelman Group all information necessary to demonstrate compliance with the Data Protection Laws and allow for and contribute to audits, including inspections, conducted by Edelman Group or another audit mandated by Edelman Group; and

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- 1) promptly inform Edelman if, in its opinion, an instruction from Edelman Group is inconsistent with the Data Protection Laws.
 - 2) The subject matter of the Processing, including the Processing operations carried out by Affiliation Member on behalf of Edelman Group and Edelman Group's Processing instructions for Affiliation Member, will be described in a Services Agreement, SOW, or other written agreement signed by the parties' authorized representatives, or documented instructions of Edelman Group which forms an integral part of the Affiliation Agreement.
 - 3) Affiliation Member will notify Edelman without delay upon becoming aware of a Personal Data Breach of Personal Data Processed pursuant to the Affiliation Agreement and will assist the Edelman Group in relation to such breach.
 - 4) Where Edelman Group or a client faces an actual or potential claim arising out of or related to violation of any Data Protection Law concerning the Services, Affiliation Member will promptly provide all materials and information requested by Edelman Group and/or the client that is relevant to the defense of such claim and the underlying circumstances concerning the claim.
 - 5) Affiliation Member understands and agrees that to the extent Affiliation Member is Processing Personal Data pursuant to the Affiliation Agreement as Edelman Group's subprocessor for the ultimate benefit of the client, it will comply with all Processing requirements imposed by the client in the client contract or otherwise.

To the extent Affiliation Member Processes Personal Data provided by Edelman Group or its clients as a Controller, Affiliation Member agrees to the following requirements:

- 1) Affiliation Member shall ensure that it processes the Personal Data fairly and lawfully in accordance with this Policy and the Data Protection Laws.
- 2) Affiliation Member shall:
 - a) ensure that it has legitimate grounds under Data Protection Law for Processing the Personal Data;
 - b) ensure that it provides clear and sufficient information to the Data Subjects, in accordance with Data Protection Law, of the purposes for which it will process their Personal Data, the legal basis for such purposes and such other information as may be required by applicable Data Protection Law including:
 - (i) if Personal Data will be transferred to a third party, that fact and sufficient information about such transfer and the purpose of such transfer to enable the data subject to understand the purpose and risks of such transfer; and

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- (ii) if Personal Data that is subject to the GDPR will be transferred outside the EEA, that fact and sufficient information about such transfer, the purpose of such transfer and the safeguards put in place by the controller to enable the data subject to understand the purpose and risks of such transfer;
 - c) provide such assistance as is reasonably required to enable Edelman Group and their clients to comply with requests from Data Subjects to exercise their rights under the Data Protection Laws within the time limits imposed by such Data Protection Laws;
 - d) shall not retain or process Personal Data for longer than is necessary to carry out the lawful purpose under the Data Protection Laws;
 - e) ensure that any Personal Data are returned to Edelman Group or destroyed in accordance with Data Protection Law on termination or expiry of the Affiliation Agreement or once Processing of is no longer necessary for the lawful purposes it was shared for. Following the deletion of Personal Data, the Affiliation Member shall notify Edelman that the Personal Data in question has been deleted in accordance this Agreement;
 - f) not transfer Personal Data that is subject to the GDPR from within the EEA to a third party located outside the EEA unless it;
 - (i) complies with the provisions of the Data Protection Laws (in the event the third party is a joint controller); and
 - (ii) ensures that pursuant to the Data Protection Laws (1) the transfer is to a country approved by the European Commission as providing adequate protection; (2) there are appropriate safeguards in place; or (3) one of the derogations for specific situations applies to the transfer;
 - g) have in place appropriate technical and organizational security measures (i) to prevent unauthorized or unlawful processing of and the accidental loss or destruction of, or damage to, the Personal Data and (ii) ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage; commensurate with the nature of the Personal Data to be protected; and
 - h) comply with its obligation to report a Personal Data Breach to the appropriate Supervisory Authority and (where applicable) data subjects under the Data Protection Laws and inform Edelman Group of any Personal Data Breach irrespective of whether there is a requirement to notify any Supervisory Authority or data subject(s) and provide Edelman Group with reasonable assistance as is necessary to facilitate the
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handling of any Personal Data Breach in an expeditious and compliant manner.

Where a member of the Edelman Group and Affiliation Member act as Joint Controllers, they agree that:

- 1) they will comply with their respective obligations under the Data Protection Laws;
- 2) in the event that a Data Subject rights request is received, the party receiving the request shall notify the other and the member of the Edelman Group shall decide which party shall be responsible for responding to such a request; and
- 3) in the event that a Personal Data Breach arises, the party that first becomes aware of the Personal Data Breach shall notify the other without undue delay, and in any event within 48 hours and the parties shall cooperate and provide assistance in resolving and/or addressing the Personal Data Breach. In particular:
 - a) the parties shall work together to assess the cause of the Personal Data Breach and identify appropriate technical and organisational measures to prevent such an incident from happening again; and
 - b) without impacting on each party's own obligation under the Data Protection Laws, assessing the need to report the Personal Data Breach to any Supervisory Authority and/or Data Subjects.

Security Safeguards and Standards

In all situations, in order to protect the privacy and security of Personal Data and the security of Confidential Information, in addition to any requirements under the Data Protection Laws, Affiliation Member shall implement and maintain commercially reasonable security safeguards and standards. Specifically (but not limited to), Affiliation Member will address the following requirements in a formalized information security program:

- i. Security Policies and Procedures - Implement information security policies and procedures ("Information Security Program") that includes administrative, technical, and physical safeguards that are designed to ensure the confidentiality, integrity, and availability of Confidential Information and/or Personal Data provided or made available by Edelman Group or clients to Affiliation Member.
 - ii. Assigned Security Responsibility – Affiliation Member shall designate a security official responsible for the development, implementation, and maintenance of its information security procedures. Where requested,
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Affiliation Member shall provide reasonable assistance to Edelman Group in responding to inquiries for information and documentation regarding the information security procedures.

- iii. Access Controls - (a) limit physical access to its information systems and the facility or facilities in which they are housed to properly authorized Personnel; (b) authenticate and permit access only to authorized Personnel and to prevent the release / disclosure of Confidential Information to unauthorized individuals.
 - iv. Device and Media Controls – controls to address the final disposition of Confidential Information, and/or the hardware or electronic media on which it is stored, and procedures for removal of Confidential Information from electronic media before the media are made available for re-use.
 - v. Storage and Transmission Security – technical security measures to guard against unauthorized access to Confidential Information that is being transmitted over an electronic communications network, including a mechanism to encrypt Confidential Information while in transit or in storage on networks or systems.
 - vi. Adjust the Program – Affiliation Member shall monitor, evaluate, and adjust, as appropriate, the information security procedures in light of any relevant changes in technology or industry security standards, the sensitivity of Confidential Information, internal or external threats to Affiliation Member or Confidential Information, and Affiliation Member’s own changing business arrangements, such as mergers and acquisitions, alliances and joint ventures, outsourcing arrangements, and changes to information systems.
 - vii. Undertake Other Measures – Affiliation Member shall also implement and maintain other measures that Client may direct Affiliation Member to undertake from time to time.
 - viii. Audit – Upon fourteen (14) days written notice, Edelman Group (or its 3rd party designee) reserves the right to audit Affiliation Member’s information security program for compliance with the above terms.
 - ix. Breach - Affiliation Member will immediately notify Edelman Group of any actual or suspected breach of security that may result in the unauthorized collection, access, use or disclosure of Confidential Information. Affiliation Member will comply with Edelman Group requests and make all reasonable efforts to assist Edelman Group in relation to the investigation and remedy of any such breach of security and any claim, allegation, action, suit, proceeding or litigation with respect to the unauthorized access, use or disclosure of the Edelman Group data and will send no notices to individuals or government
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agencies related to Services under this Affiliation Agreement without the approval of Edelman Group.

- x. Privacy Requirements - Affiliation Member warrants and represents that it will comply with all federal, state, and international privacy and data security laws and regulations with respect to any Personal Data received, collected, processed or stored by Affiliation Member pursuant to the Agreement. No Personal Data may be shared, sold, assigned, leased to a third party or otherwise disposed of by Affiliation Member or commercially exploited by or on behalf of Affiliation Member or Affiliation Member Personnel. All Personal Data may only be Processed, accessed, maintained, collected, modified, or stored for purposes of fulfilling Affiliation Member's obligations pursuant to the Agreement, and as otherwise required or permitted by Edelman Group and/or the client for whom the Personal Data is being Processed. As between Edelman Group and Affiliation Member, all Personal is and will be deemed to be and remain the exclusive property of Edelman Group and/or the client for whom the Personal Data is being Processed. The acts or omissions of Affiliation Member Personnel or Affiliation Member's affiliates (and such affiliates' employees, agents, representatives, Affiliation Members or subcontractors) will also be deemed the acts or omissions of Affiliation Member. Affiliation Member shall not disclose or transfer Personal Data to any third party, including any Affiliation Member or subcontractor, without the prior written permission of Edelman Group, except to the extent that a disclosure or transfer is required by law.

In the event that Affiliation Member provides Personal Data to Edelman Group hereunder, Edelman Group hereby agrees to comply with the same data protection terms and conditions required of Affiliation Member hereunder and to make the same warranties and representations regarding compliance as Affiliation Member makes hereunder.

Definitions and Interpretations

Unless otherwise defined in this Policy, all terms shall be defined as set forth in the Affiliation Agreement. In this Policy:

- a. "Personal Data" means any information relating to an identified or identifiable natural person ("Data Subject"). An identifiable natural person is one who can be identified, directly or indirectly, in particular by referencing an identifier such as a name, an identification number, location data, an online identifier, or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.
- b. "Data Protection Laws" means any law, rule, regulation, decree, statute, or other enactment, order, mandate or resolution, applicable to Affiliation Member or Edelman Group, relating to data security, data protection and/or privacy, including but not limited to, Regulation (EU) 2016/679 of the European

Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to processing of personal data and the free movement of that data (“**GDPR**”), and any implementing, derivative or related legislation, rule, regulation, and regulatory guidance, as amended, extended, repealed and replaced, or re-enacted.

- c. A reference to “Edelman Group” shall include references to all members of the Edelman Group or the relevant member of the Edelman Group, as the context requires.
 - d. “Personal Data Breach” means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, unauthorized access to Personal Data, whether transmitted, stored, or otherwise Processed.
 - e. “Processing” means any operation or set of operations that is performed on Personal Data, whether or not by automated 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, restriction, erasure, or destruction. “Process” and “Processed” will have equivalent meanings.
 - f. “Data Subject”, “Controller”, “Processor”, “Joint Controller” and “Supervisory Authority” shall have the meaning given by the Data Protection Laws.
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