Cooley

DATA SHARING ADDENDUM

[*updated as of January 5, 2024*]

THIS DATA SHARING ADDENDUM is entered into as of the Addendum Effective Date by and between the Client and Cooley (hereinafter referred to as also individually **"Party"** or jointly **"Parties")**, as defined in the Engagement Agreement or other written agreement between the Client and Cooley for legal services (the "**Agreement**").

1.   Preamble

    1.1   Client and Cooley have entered into the Agreement as dated in the Agreement for the provision of legal services, which may involve the sharing of certain Personal Data.

    1.2   This Data Sharing Addendum ("**Addendum**") between the Parties is incorporated into and forms part of the Agreement and consists of (a) the main body of the Addendum; (b) Attachment 1 (Subject Matter and Details of the Data Processing); (c) Attachment 2 (Security Measures); (d) Attachment 3 (Cross-Border Transfer Mechanisms); (e) Attachment 4 (California Annex); and (f) Attachment 5 (Asia Annex).

2.   Definitions

    2.1   In this Addendum the following terms shall have the meanings set out below for this Addendum, unless expressly stated otherwise:

        2.1.1   "**Addendum Effective Date**" means the effective date of the Agreement.

        2.1.2   "**Data Protection Laws**" means all laws and regulations as well as government-issued rules, guidelines, directives and requirements applicable to the Processing of Client Personal Data under the Agreement currently in effect and as they become effective, that may exist in any relevant jurisdiction, including but not limited to, as applicable: (i) the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act of 2020, and any binding regulations promulgated thereunder ("**CCPA**"), (ii) the Virginia Consumer Data Protection Act ("**VCDPA**"), (iii) the Colorado Privacy Act ("**CPA**"), (iv) the Connecticut Data Privacy Act ("**CTDPA**"), (v) the General Data Protection Regulation (Regulation (EU) 2016/679) ("**EU GDPR**"), (vi) the PRC Personal Information Protection Law ("**PIPL**"), (vii) the EU GDPR as it forms part of UK law by virtue of section 3 of the European Union (Withdrawal) Act 2018 (as amended, including by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019) (the "**UK GDPR**"), (viii) the Singapore Personal Data Protection Act ("**PDPA**"), and (ix) the Hong Kong Personal Data (Privacy) Ordinance ("**PDPO**"); in each case, as updated, amended or replaced from time to time.

        2.1.3   "**Client Personal Data**" means Personal Data made available to Cooley by or on behalf of Client pursuant to the Agreement or otherwise in connection with Cooley's representation of Client, whether before, on or after the Effective Date.

        2.1.4   "**Controller**" means the natural or legal person which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data.

        2.1.5   "**Data Subject**" means the identified or identifiable natural person to whom Client Personal Data relates, including individuals that are defined as "consumers," "data subjects" or similar terms under Data Protection Laws.

Cooley

2.1.6 "**EEA**" means European Economic Area.

2.1.7 "**EU**" means European Union.

2.1.8 "**FADP**" means the Federal Act on Data Protection of 19 June 1992, and as revised as of 25 September 2020, the "**Revised FADP**".

2.1.9 "**GDPR**" means collectively the EU GDPR and the UK GDPR.

2.1.10 "**Government Authority**" means any government authority, regulator, court, law enforcement or other administrative agency or governmental body, supervisory authority, or other entity with the authority to enforce Data Protection Laws.

2.1.11 "**Hong Kong**" means the Hong Kong Special Administrative Region of the PRC.

2.1.12 "**Joint Controllers**" means any situation where both Parties jointly determine the purposes and means of Processing.

2.1.13 "**Personal Data**" means information about an identified or identifiable natural person, or that otherwise constitutes "personal data", "personal information", "personally identifiable information" or similar terms as defined in Data Protection Laws.

2.1.14 "**PRC**" or "**China**" means the People's Republic of China, excluding Hong Kong, Macau, and Taiwan for the purpose of this DPA.

2.1.15 "**Processing**" and inflections thereof refer to any operation or set of operations that is performed on Personal Data or on sets of 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.

2.1.16 "**Personal Data Breach**" means a breach of security leading to the accidental, unlawful or unauthorized destruction, loss, alteration, unavailability, encryption, acquisition, disclosure of, or access to, Client Personal Data in a Party's possession, custody or control.

2.1.17 "**Restricted Transfer**" means the disclosure, grant of access or other transfer of Client Personal Data to any person located in: (i) in the context of the EEA, any country or territory outside the EEA which does not benefit from an adequacy decision from the European Commission (an "**EEA Restricted Transfer**"); (ii) in the context of the UK, any country or territory outside the UK, which does not benefit from an adequacy decision from the UK Government (a "**UK Restricted Transfer**"); (iii) in the context of Switzerland, any country or territory outside Switzerland, which does not benefit from an adequacy decision from the Swiss authorities (a "**Swiss Restricted Transfer**"), which would be prohibited without a legal basis under Chapter V of the GDPR; (iv) in the context of Singapore, any country or territory outside Singapore (a "**Singapore Restricted Transfer**"); and (v) in the context of the PRC, any country or territory outside the PRC (a "**PRC Restricted Transfer**").

2.1.18 "**Services**" means those services and activities to be supplied to or carried out pursuant to the Agreement.

2.1.19 "**Standard Contractual Clauses**" or "**SCCs**" means standard contractual clauses approved by the European Commission pursuant to Commission Implementing Decision (EU) 2021/914 of 4 June 2021.

2.1.20 "**Transfer Mechanism(s)**" means the Standard Contractual Clauses and/or the UK Addendum and/or Swiss transfer solution, as applicable to the relevant Restricted Transfer.

2.1.21 "**UK Addendum**" means the template Addendum B.1.0 issued by the Information Commissioner's Office (ICO) and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as it is revised under Section 18 of the UK Mandatory Clauses included in Part 2 thereof (the "**UK Mandatory Clauses**").

2.2 Unless otherwise defined in this Addendum, all capitalized terms in this Addendum shall have the meaning given to them in the Agreement.

3. Relationship with the Agreement

Cooley and Client's respective obligations under this Addendum are in addition to and not in lieu of their respective obligations under the Agreement.

4. Roles of the Parties

The Parties acknowledge and agree that for the purpose of the GDPR and other applicable Data Protection Laws, each Party will act as a separate and independent Controller in relation to the performance of the Agreement and the Processing of Personal Data described in Attachment 1 (Subject Matter and Details of the Data Processing), and shall independently determine the purposes and means of such processing. The Parties agree that they do not operate as Joint Controllers in relation to the performance of the Agreement and the Processing of Personal Data described in Attachment 1 (Subject Matter and Details of the Data Processing). The Parties acknowledge and agree that for the purpose of the CCPA, Cooley will act as a contractor (as such term is defined in the CCPA) in relation to the performance of the Agreement and the Processing of Personal Data described in Attachment 1 (Subject Matter and Details of the Data Processing).

5. Obligations of the Parties

5.1 In addition to and not in lieu of the Parties' respective obligations under the Agreement, in connection with its Processing performed in connection with the Agreement, each Party shall:

5.1.1 comply with its respective obligations under Data Protection Laws in respect of its Processing of Personal Data;

5.1.2 ensure that all persons authorized to Process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory or regulatory obligation of confidentiality that survive termination of the personnel engagement; and

5.1.3 reasonably cooperate with the other Party to enable such other Party to fulfil its obligations, as applicable, under Data Protection Laws.

5.2 Without limiting Section 5.1, Client:

5.2.1   shall ensure that there is, and will be throughout the term of the Agreement, a valid legal basis for the Processing by Cooley of Client Personal Data in accordance with this Addendum and the Agreement for the purposes of all Data Protection Laws (including Article 6, Article 9(2) and/or Article 10 of the GDPR (where applicable));

5.2.2   shall ensure that (and is solely responsible for ensuring that) all required notices have been given to, and all consents, permissions, and rights have been obtained from, Data Subjects and others as may be required by Data Protection Laws or otherwise for Cooley to Process Client Personal Data as contemplated in the Agreement; and

5.2.3   authorizes Cooley, unless prohibited by law, to use Client Personal Data for the enhancement of its Services and confirms the compatibility of such use with the provision of the Services. Cooley's use of Client Personal Data for the enhancement of its Services shall survive any termination of this Agreement

5.2.4   consents to receive communications from Cooley in electronic or digital form, such as email, video conferencing, text, mobile phones, instant messenger, or third-party software such as document sharing platforms. Client also consents to Cooley's use of third-party cloud-based data storage platforms and generative artificial intelligence technologies to Process Client Personal Data, generate content related to Cooley's representation of Client, train artificial intelligence platforms, and provide the Services. Client acknowledges and accepts the risks associated with such technology, and understands that it is Client's responsibility to affirmatively raise any concerns it may have with such use.

6.   Data Transfers

6.1   If the Parties engage in a Restricted Transfer, the Parties shall comply with Attachment 3 (Cross-Border Transfer Mechanisms).

6.2   In respect of any given Restricted Transfer, on request from either Party, the other Party shall promptly and in any event within five (5) business days (unless the Parties have agreed to an extended time period) execute full form version(s) of the relevant set(s) of Transfer Mechanism(s) covering Restricted Transfer(s) to the requesting Party, which shall be amended and populated in accordance with Attachment 3, in respect of the relevant Restricted Transfer(s).

6.3   Cooley may update this Addendum and replace the relevant Transfer Mechanism(s) with:

6.3.1   any new form of the relevant Transfer Mechanism(s) or any replacement therefor prepared and populated accordingly; or

6.3.2   another transfer mechanism, other than the Transfer Mechanism(s),

that enables the lawful transfer of Personal Data to Cooley under this Addendum in compliance with Chapter V of the GDPR and applicable cross-border data transfer reequipments under other Data Protection Laws. The latest version of this Addendum will be available at www.cooley.com/client-privacy-addendum.

7.   Termination

This Addendum will terminate when Cooley ceases to Process Personal Data in application of the Agreement, or as otherwise agreed by the Parties.

Cooley

8. Miscellaneous

8.1 Except to the extent prohibited by applicable law, Client shall be fully responsible for all time spent by Cooley (at Cooley's then-current professional services rates) in Cooley's provision of any cooperation and assistance provided to Client under this Addendum, and shall on demand reimburse Cooley any such costs incurred by Cooley.

8.2 In the event of any conflict or inconsistency between this Addendum and the Agreement, this Addendum shall prevail to the extent of such conflict or inconsistency; or any Transfer Mechanisms(s) (as applicable) that may apply and this Addendum and/or the Agreement, said Transfer Mechanisms(s) (as applicable) shall prevail in the context of the Restricted Transfer(s) to which they apply to the extent of any such conflict or inconsistency.

8.3 The provisions of this Addendum shall survive the expiration or other termination of the Agreement and remain in force as long as Cooley Processes Personal Data.

Cooley

Attachment 1

Subject Matter and Details of the Data Processing

This Attachment 1 includes certain details of the Processing of Personal Data under the Agreement, and is used to populate the Transfer Mechanism(s).

Client Details

Name:	As set out in the Agreement
Address:	As set out in the Agreement
Contact Details:	The contact details shown in the Agreement
Client Activities:	Client's activities relevant to this Addendum are the use and receipt of the Services under and in accordance with, and for the purposes anticipated and permitted in, the Agreement as part of its ongoing business operations.
Role:	Controller (data exporter)

Cooley Details

Name:	Cooley LLP
Address:	As set out in the Agreement
Contact Details:	Data privacy team Email: privacy@cooley.com
Cooley Activities:	Data importer provides legal services
Role:	Controller (data importer)

DETAILS OF PROCESSING

Categories of Data Subjects:	Relevant Data Subjects may include: - Client's Staff (as defined below) - Client's own customers, clients, (sub-)licensees - Website visitors - End-users and other users of Client's products and services - Client's suppliers, service providers, vendors and other providers of goods or services - Client's direct or indirect distributors, resellers, sales agents, introducers, sales representatives, collaborators, joint-venturers and other commercial partners - Client's shareholders, investors, partners, members and supporters - Client's advisers, consultants and other professionals and experts - Parties and others involved in legal matters in which Cooley represents Client Where any of the above is a business or organisation, it includes their staff, namely, employees and non-employee workers; students, interns, apprentices and volunteers; directors and officers; advisers, consultants, independent contractors, agents and autonomous, temporary or casual workers, together with

	applicants and candidates for any one or more of the foregoing roles or positions (collectively, "**Staff**"). Each category includes current, past and prospective Data Subjects.
Categories of Personal Data:	Relevant Personal Data may include: • Personal details – for example any information that identifies the Data Subject and their personal characteristics, name, age, date of birth, sex, and physical description • Contact details – for example home and/or business address, email address, telephone details and other contact information such as social media identifiers/handles • Communication details – for example exchanges with the Data Subject in connection with the Services or otherwise • Public authority personal details – for example, identifiers issued by a public authority, such as passport details, national insurance numbers, identity card numbers, driving licence details • Marketing details – for example the Data Subject's preferences for receiving Cooley marketing communications and details about the Data Subject's engagement with them • Authentication details – for example username, password or PIN code, security questions and other access protocols • Biometric details – for example fingerprints which may be used for unique identification purposes • Family, lifestyle and social circumstance details – for example any information relating to the family of the Data Subject and the Data Subject's lifestyle and social circumstances, including current marriage and partnerships, marital history, details of family and other household members, habits, housing, travel details, leisure activities, and membership of charitable or voluntary organisations • Education and training details – for example information which relates to the education and any professional training of the Data Subject, including academic records, qualifications, skills, training records, professional expertise, student and pupil records • Employment-/engagement-related details – for example position, job title, corporate status, management category, job code, salary plan, pay grade or level, job function and sub-function, department, primary location for role, employment status and type, full-time/part-time, terms of employment/engagement, employment contract, contract of engagement, work history, hire/re-hire and termination date(s) and reason, length of service, retirement eligibility, promotions and disciplinary records, date of transfers, and reporting manager(s) information, and attendance records, health and safety records, performance appraisals, training records, and security records • Financial details – for example information relating to the financial affairs of the Data Subject, including income, salary, assets and investments, payments, loans, benefits, grants, insurance details, and pension information • Commercial details – for example Personal Data relating to goods, services or other intellectual property licensed, developed provided and related information, including details of the goods or services supplied, licences issued and contracts, by or to Data Subjects • Technological details – for example internet protocol (IP) addresses, unique identifiers and numbers (including unique identifier in tracking

	cookies or similar technology), pseudonymous identifiers, precise and imprecise location data, internet / application / program activity data, and device IDs and addresses
	• Audio, electronic, and visual details – for example photographs, video and voice recordings of conversations with the Data Subject as permitted by law, and security camera recordings of the Data Subject's activity in Cooley offices.
Sensitive Categories of Data, and associated additional restrictions/safeguards:	Categories of sensitive data may include: • Personal data revealing racial or ethnic origin • Political opinions • Religious or philosophical beliefs • Trade union membership • Genetic data and biometric data processed for the purpose of uniquely identifying a natural person • Data concerning health • Data concerning a natural person's sex life or sexual orientation • Social security, driver's license, state identification card, or passport number • Account log-in, financial account, debit card, or credit card number in combination with any required security or access code, password, or credentials allowing access to an account • The contents of a Data Subject's mail, email, and text messages unless Client is the intended recipient of the communication • Precise geolocation • Citizenship or immigration status • Personal data collected from a known child Additional safeguards for sensitive data: Cooley acknowledges that Client is unable to distinguish between the various categories of data which Client may share with Cooley to Process in its provision of the Services. For this reason, Cooley provides uniform standards of information and data security across the board to all relevant systems and data types in the manner determined by and set out in Attachment 2 (Security Measures) to the Addendum.
Frequency of transfer:	Ongoing – as initiated by Client in and through its use, or use on its behalf, of the Services.
Nature of the Processing:	Processing operations required in order to provide the Services in accordance with the Agreement.
Purpose of the Processing:	Client Personal Data will be processed: (i) as necessary to provide and enhance the Services, (ii) to comply with any other reasonable instructions provided by Client in accordance with the terms of this Addendum, and (iii) to comply with legal or ethical rights and obligations ("**Permitted Purposes**").
Duration of Processing / Retention Period:	For the period determined in accordance with the Agreement and Addendum.

Attachment 2

Security Measures

Cooley will implement and maintain the security measures available here: https://www.cooley.com/legal-notices/information-security-program

Cooley may freely update or modify these security measures from time to time provided that such updates and modifications do not intentionally decrease the overall security of Client Personal Data.

Attachment 3

Cross-Border Transfer Mechanisms

1. **EEA Restricted Transfers**. Where Client Personal Data is subject to an EEA Restricted Transfer, the following applies:
   1.1. The SCCs are hereby incorporated by reference as follows:
      a. Module 1 (Controller to Controller) applies;
      b. Client is the "data exporter" and Cooley is the "data importer"; and
      c. by entering into this Addendum, each Party is deemed to have signed the SCCs (including their Annexes) as of the Effective Date of this Addendum.
   1.2. For Module 1 the following applies:
      a. the optional docking clause in Clause 7 does apply;
      b. in Clause 11, the optional language does <u>not</u> apply;
      c. in Clause 13, all square brackets are removed with the text remaining;
      d. in Clause 17, Option 1 will apply, and the SCCs will be governed by the laws of Belgium;
      e. in Clause 18(b), disputes will be resolved before the courts of Belgium;
      f. Attachment 1 of this Addendum (Subject Matter and Details of Processing) contains the information required in Annex 1 of the SCCs; and
      g. Attachment 2 of this Addendum (Security Measures) contains the information required in Annex 2 of the SCCs.
   1.3. Where context permits and requires, any reference in this Addendum to the SCCs shall be read as a reference to the SCCs as modified in the manner set forth in this Section 1.

2. **UK Restricted Transfers**. Where Client Personal Data is subject to a UK Restricted Transfer, the SCCs also apply in the context of UK Restricted Transfers as varied by the UK Addendum in the manner described below –
   2.1. <u>Part 1 to the UK Addendum</u>. The Parties agree:
      a. Tables 1, 2 and 3 to the UK Addendum are deemed populated with the corresponding details set out in Attachment 1 of this Addendum (Subject Matter and Details of Processing) and the foregoing provisions of this Attachment 3 (subject to the variations effected by the UK Mandatory Clauses described in Section 2.2 below); and
      b. Table 4 to the UK Addendum is completed by the box labelled 'Data Importer' being deemed to have been ticked.
   2.2. <u>Part 2 to the UK Addendum</u>. The Parties agree to be bound by the UK Mandatory Clauses of the UK Addendum.
   2.3. As permitted by Section 17 of the UK Mandatory Clauses, the Parties agree to the presentation of the information required by 'Part 1: Tables' of the UK Addendum in the manner set out in Paragraph 2.1 of this Attachment 3; provided that the Parties further agree that nothing in the manner of that presentation shall operate or be construed so as to reduce the Appropriate Safeguards (as defined in Section 3 of the UK Mandatory Clauses).
   2.4. In relation to any UK Restricted Transfer to which they apply, where the context permits and requires, any reference in the Addendum to the SCCs, shall be read as a reference to those SCCs as varied in the manner set out in Paragraph 2.1 of this Attachment 3.

3. **Swiss Restricted Transfers**. Where Client Personal Data is subject to a Swiss Restricted Transfer, the SCCs apply as set forth in Section 1 (EEA Restricted Transfers) of this Attachment and shall be adjusted as set out below where the FADP applies to Swiss Restricted Transfers:
   3.1. References to the Standard Contractual Clauses mean the Standard Contractual Clauses as amended by Section 1 (EU Restricted Transfers) of this Attachment;
   3.2. The Swiss Federal Data Protection and Information Commissioner shall be the sole Supervisory Authority for Swiss Restricted Transfers exclusively subject to the FADP;

3.3. The terms "General Data Protection Regulation" or "Regulation (EU) 2016/679" as utilized in the Standard Contractual Clauses shall be interpreted to include the FADP with respect to Swiss Restricted Transfers;

3.4. References to Regulation (EU) 2018/1725 are removed;

3.5. References to the "Union", "EU" and "EU Member State" shall not be interpreted in such a way as to exclude Data Subjects in Switzerland from the possibility of exercising their rights in their place of habitual residence (Switzerland) in accordance with Clause 18(c) of the Standard Contractual Clauses;

3.6. Where Swiss Restricted Transfers are exclusively subject to the FADP, all references to the GDPR in the Standard Contractual Clauses are to be understood to be references to the FADP;

3.7. Where Swiss Restricted Transfers are subject to both the FADP and the GDPR, all references to the GDPR in the Standard Contractual Clauses are to be understood to be references to the FADP insofar as the Swiss Restricted Transfers are subject to the FADP;

3.8. The Standard Contractual Clauses as amended by this Attachment 3 also protect the Personal Data of legal entities until the entry into force of the Revised FADP.

4. **Access to Personal Data by public authorities**

    4.1. Where Client Personal Data is subject to EEA Restricted Transfers, UK Restricted Transfers and/or Swiss Restricted Transfers:

    a. To the extent permitted by applicable laws, and subject to Cooley's ethical obligations, Cooley shall notify the Client in writing of any subpoena or other judicial or administrative order by a public authority or proceeding seeking access to or disclosure of Client Personal Data. Such notification shall, to the extent permitted by applicable laws, and subject to Cooley's ethical obligations, include details regarding the Data Subject concerned, Client Personal Data requested, the requesting authority, the legal basis for the request, and any responses provided.

    b. To the extent permitted by applicable laws, and subject to Cooley's ethical obligations, Cooley shall not disclose the Client Personal Data requested until all reasonable objections to the request, taking into account the nature of the Client Personal Data, have been exhausted and shall provide the minimum information permissible when responding to an order to disclose the Client Personal Data.

    c. Where Cooley is prohibited from satisfying Section 4.1(a) under applicable laws, and subject to Cooley's ethical obligations, Cooley shall use reasonable efforts to obtain a waiver of the prohibition, with a view to communicating as much information as reasonably possible, as soon as possible. Cooley agrees to document its best efforts in order to be able to demonstrate them on request of Client.

    d. Where a Party becomes aware of any direct access by public authorities to Client Personal Data, such Party shall notify the other Party with all information reasonably available, unless otherwise prohibited by applicable laws, and subject to Cooley's ethical obligations.

    e. Cooley shall ensure that: (i) Cooley has not purposefully created 'backdoors' or similar programming designed to, or that could, be used to access its systems used to store or otherwise Process Client Personal Data; (ii) Cooley has not purposefully created or changed its business processes in a manner that facilitates access to its relevant systems or to Client Personal Data by any governmental authority, law enforcement agency, public body or judicial body and shall not voluntarily cooperate with any such authorities, agencies or bodies in relation to the same; and (iii) no known applicable law or government policy to which Cooley is subject requires Cooley to create or maintain 'backdoors' or to otherwise enable or facilitate access to Client Personal Data or systems.

4.2. Nothing in this Section 4 shall expand Cooley's obligations under the applicable ethics rules.

5. **Singapore Restricted Transfers**. Where Client Personal Data is subject to a Singapore Restricted Transfer (in which case Client acts as the exporter of Personal Data and Cooley acts as the importer of Personal Data), the SCCs apply as set forth in Section 1 (EEA Restricted Transfers) of this Attachment and shall be adjusted as set out below where the PDPA applies to Singapore Restricted Transfers:

5.1. Client warrants and undertakes to Cooley that it will:
   a. ensure that Client Personal Data shall be collected, used, disclosed, and transferred to Cooley in compliance with applicable Data Protection Laws, including the PDPA.
   b. ensure that any Client Personal Data that have been collected, processed, and transferred is accurate and complete to the extent necessary for the Permitted Purposes of the transfer under this Addendum.

5.2. Cooley will:
   a. have in place reasonable security measures as set out in Attachment 2 of this Addendum, consistent with any applicable Data Protection Laws, to protect the Client Personal Data against risks of Personal Data Breaches. Without limiting the generality of the foregoing, the security measures shall at a minimum include the measures described in Attachment 2 of this Addendum.
   b. provide to Client and Data Subjects a contact point who is authorized on behalf of Cooley to respond to enquiries concerning Personal Data. For the purpose of this Addendum, such a contact point is specified in Attachment 1 of this Addendum.
   c. If Cooley becomes aware that a Personal Data Breach has occurred affecting the Client Personal Data in its possession or under its control, or by the importer of an onward transfer, it shall notify Client within a reasonable time period.

5.3. Both Parties shall take appropriate steps to determine the level of potential risk of Personal Data Breaches involved in transferring the Client Personal Data and to consider suitable security measures that both parties must undertake.

5.4. The Parties shall each respond to enquiries from relevant Government Authorities regarding Processing of Personal Data in their respective jurisdictions, including requests to access or correct Personal Data.

6. **PRC Restricted Transfers**. Where Client Personal Data is subject to a PRC Restricted Transfer (in which case Client acts as the exporter of Personal Data and Cooley acts as the importer of Personal Data), the following applies:

6.1. Definitions.
   a. "**China Standard Contract**" means the Standard Contract for the Cross-border Transfer of Personal Information issued by the Cyberspace Administration of China, in force as of June 1, 2023.
   b. "**Security Assessment**" means the security assessment of the cross-border data transfer administered by the Cyberspace Administration of China.
   c. "**CAC**" means the Cyberspace Administration of China.

6.2. Client shall notify Data Subjects of the name and contact information of Cooley, the purpose and method of Processing, and the types of Personal Data to be Processed by Cooley and the means and procedures for Data Subjects to exercise their rights under the PIPL. Client shall also obtain a separate consent from Data Subjects for the cross-border transfer of their Personal Data, unless such a transfer is based on other non-consent basis available under the PIPL.

6.3. Client shall rely on one of the following transfer mechanisms, as applicable, (i) undergoing a Security Assessment conducted by CAC or (ii) entering into a China Standard Contract for the cross-border transfer of Personal Data, conducting a Personal Data protection impact assessment, and filing the signed China Standard Contract together with the report of the Personal Data protection impact assessment with CAC. Cooley shall provide Client with all reasonably necessary assistance as Client may request for it to adopt the above mechanism.

Cooley

Attachment 4

California Annex

1. Capitalized terms used in this California Annex but not defined in the Agreement shall have the meanings given in the CCPA. As used in this California Annex, "Personal Information" means Client Personal Data that constitutes "personal information" under the CCPA.

2. It is the Parties' intent that Cooley is a Contractor with respect to its processing of Client Personal Data. Cooley (a) acknowledges that Personal Information is disclosed by Client only for limited and specified purposes described in the Agreement and the Addendum; (b) shall comply with applicable obligations under the CCPA and shall provide the same level of privacy protection to Personal Information as is required by the CCPA; (c) agrees that the Client has the right to take reasonable and appropriate steps under Section 4 of this Annex to help to ensure that Cooley's use of Personal Information is consistent with the Client's obligations under the CCPA; (d) shall notify the Client in writing of any determination made by Cooley that Cooley can no longer meet its obligations under the CCPA; and (e) agrees that the Client has the right, upon notice, including pursuant to the preceding clause, to take reasonable and appropriate steps to stop and remediate unauthorized use of Personal Information.

3. Cooley shall not (a) Sell or Share Personal Information; (b) retain, use, or disclose any Personal Information for any purpose other than for the Business Purposes specified in the Agreement and Addendum (including in Attachment 1), including retaining, using, or disclosing Personal Information for a Commercial Purpose other than the Business Purpose specified in the Agreement and Addendum, or as otherwise permitted by the CCPA; (c) retain, use or disclose Personal Information outside of the direct business relationship between Cooley and the Client; or (d) combine Personal Information received pursuant to the Agreement with Personal Information (i) received from or on behalf of another person, or (ii) or collected from Cooley's own interaction with any Consumer to whom such Personal Information pertains, except as otherwise permitted by the CCPA.

4. The Client may conduct, no more than once a year, at its sole cost and expense, and Cooley will reasonably cooperate with, an audit of Cooley's compliance with this Annex. The Client shall give Cooley at least thirty (30) days' advance notice in writing of any such audits, and any such audit will be conducted in a manner that respects Cooley's obligation of confidentiality and integrity of its data security processes.

5. Upon written notice of a Consumer rights request from the Client, Cooley shall provide the Client with reasonable assistance to enable the Client to fulfil its obligations to respond to such Consumer rights request, taking into account the nature of Cooley's Processing; provided, the Client shall provide Cooley with any information necessary for Cooley to comply with such request. Cooley shall promptly notify the Client if Cooley receives a Consumer rights request and shall not respond to any Consumer rights requests, other than to advise the Consumer to submit the request to the Client, except as required by applicable Data Protection Laws.

6. Cooley hereby certifies that it understands the terms set out in Sections 1 through 5 of this Annex and will comply with them.

Attachment 5

Asia Annex

1. **Singapore**. Where the processing of Personal Data is subject to the PDPA, the following clauses will apply:
   1.1. Cooley shall only Process the Client Personal Data for Permitted Purposes as set out in Attachment 1 of this Addendum and not further Process Client Personal Data in a way that is incompatible with the Permitted Purposes.
   1.2. Cooley shall cease the Processing of Personal Data as soon as it is reasonable to assume that the Permitted Purposes are no longer being served by retention of the Personal Data, and either return or delete the Personal Data and any copies of it. This obligation is without prejudice to any legal obligations for the Parties to further store or archive such Personal Data in accordance with applicable laws.

2. **China**. Where the processing of Personal Data is subject to the PIPL, the following clauses will apply:
   2.1. Prior to making the Client Personal Data available to Cooley, Client shall notify Data Subjects of the name and contact information of Cooley, the purpose and method of Processing, and the types of Personal Data to be Processed by Cooley. Client shall also obtain separate consents from Data Subjects for such sharing of their Personal Data, unless such a transfer is based on other non-consent basis available under the PIPL.
   2.2. The Parties shall only Process the Client Personal Data for the Permitted Purposes and not further Process Client Personal Data in a way that is incompatible with the Permitted Purposes.
   2.3. The Parties shall cease the Processing of Personal Data as soon as it is reasonable to assume that the Permitted Purposes are no longer being served by retention of the Personal Data, either return or delete the Personal Data and any copies of it. This obligation is without prejudice to any legal obligations for the Parties to further store or archive such Personal Data in accordance with applicable laws.

3. **Hong Kong**. Where the processing of Personal Data is subject to the PDPO, the following clauses will apply:
   3.1. Where the Client Personal Data is made available to Cooley for purposes other than the one for which the Client Personal Data was originally collected by Client or a directly related purpose, Client shall obtain a prior consent from Data Subjects in accordance with the PDPO.
   3.2. The Parties shall only Process the Client Personal Data for the Permitted Purposes and not further Process Client Personal Data in a way that is incompatible with the Permitted Purposes.
   3.3. The Parties shall cease the Processing of Personal Data as soon as it is reasonable to assume that the Permitted Purposes are no longer being served by retention of the Personal Data, either return or delete the Personal Data and any copies of it. This obligation is without prejudice to any legal obligations for the Parties to further store or archive such Personal Data in accordance with applicable laws.

296350400