

# Data Processing Addendum

This Data Processing Addendum (“Addendum”) forms a part of the Agreement.

- 1. Definitions.** For purposes of this Addendum, the following terms shall have the meanings set forth below.
  - a. “Client Personal Information” means any Personal Information Processed by The Firm, or by a Subprocessor, on behalf of Client.
  - b. “Data Subject” means the identified or identifiable person to whom Personal Information relates.
  - c. “Personal Data Breach” means the accidental, unauthorized, or unlawful destruction, loss, alteration, disclosure of, or access to, Personal Information by the Firm or any Subprocessor.
  - d. “Personal Information” means (a) information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular person or household; and (b) any information defined as “personal data”, “personal information,” or other similar terms under Privacy Laws.
  - e. “Privacy Laws” means any applicable local, national or international laws, rules and regulations related to privacy, security, data protection, and/or the Processing of Personal Information, as amended, replaced or superseded from time to time. Privacy Laws include but are not limited to California Consumer Privacy Act, sections 1798.100 to 1798.199, Cal. Civ. Code (2018), (“CCPA”); the Virginia Consumer Data Protection Act Va. Code Ann. §§59.1575 to 59.1-584 (“VCDPA”); the Connecticut Personal Data Privacy Act Conn. Gen. Stat. Ann. §§ 42-515 to 42-525 (“CTDPA”); the Colorado Colo. Rev. Stat. Ann. §§ 6-1-1311 and 6-1-1313 (“CPA”); and The General Data Protection Law (Law No. 13,709/2018 (Lei Geral de Proteção de Dados)) (LGPD).
  - f. “Subprocessor” means any third party appointed by or on behalf of the Firm to Process Client Personal Information.
- 2. Roles and Purpose.**
  - a. **Service Provider.** To the extent that the Firm processes Client Personal Information during its representation of you in this matter, the Firm is acting as a service provider or processor (or equivalent) as defined under Privacy Laws. The Firm represents, warrants, and certifies that it understands and will comply with its obligations under Privacy Laws in its role as a service provider or processor.
  - b. **Purpose and Duration.** Pursuant to the Agreement, the Firm is performing legal or consulting services on behalf of you and may, in the course of this representation, process certain Personal Information on your behalf such as first and last name, title, position, contact information, employment and education related information,

information related to employment benefits (e.g., health care related benefits, insurance policy numbers). The Firm will process such information for the duration of the contract or until you exercise your rights under Section 10.

3. **Processing Limitations.** The Firm shall only process Client Personal Information as is necessary for the limited and specified purposes of fulfilling its obligations under the Agreement and Client's instructions. The Firm will not:
  - a. retain, use, sell, share, Client Personal Information, as those terms may be defined in under Privacy Laws, outside of our direct business relationship with you, or for any purpose other than to perform its services in this matter or as otherwise permitted by Privacy Laws;
  - b. combine Client Personal Information with Personal Information we receive from any other source independent of our representation of you.
4. **Confidentiality of Client Personal Information.** The Firm shall take reasonable steps to ensure that access to Client Personal Information is limited to those employees, agents, and Subprocessors who have a need to know or otherwise access Client Personal Information to enable the Firm to perform its obligations under this Agreement, all of whom are bound by duties of confidentiality.
5. **Subprocessors.** From time to time, the Firm may engage subprocessors to perform services under our Agreement with you ("Suprocessors"). In such instances where engaging a Subprocessor requires such Subprocessor to have access to Client Personal Information, the Firm shall notify Client and enter into a written agreement with each Subprocessor containing the same obligations imposed on the Firm under this Addendum and Privacy Laws with respect to Client Personal Information.
6. **Compliance.** The Firm grants Client the right to take reasonable and appropriate steps to ensure that the Firm uses Client Personal Information in a manner consistent with your obligations under Privacy Laws, including data protection impact assessments. Upon request, the Firm shall make available to Client information to demonstrate compliance with the obligations set forth under Privacy Laws, for example, providing a summary of the results of its most recent ISO Certification and associated findings. As required by Privacy Laws, the Firm will notify you if the Firm determines that it can no longer meet its obligations under Privacy Laws.
7. **Personal Data Breach.** In the event of an actual Personal Data Breach impacting Client Personal Information or any system which houses Client Personal Information, the Firm shall:
  - a. notify you if the Firm becomes aware of such Personal Data Breach;
  - b. provide you with sufficient details of the Personal Data Breach to allow you to meet any obligations under Privacy Laws to report or inform individuals or relevant regulators of the Personal Data Breach; and
  - c. cooperate and require any Subprocessor to cooperate, with you in the investigation, mitigation, and remediation of any such Personal Data Breach.
8. **Data Subject Requests.** To the extent permissible by law, the Firm's duties of confidentiality and other legal and ethical obligations, the Firm shall enable Client to comply with Data Subject requests, including a request by a Data Subject to exercise a right under Privacy Laws. The Firm shall await instructions from you concerning whether, and how, to respond to such a request, unless otherwise required by law. The Firm shall reasonably assist you in fulfilling your obligations to respond to such requests.

9. **Reasonable Cooperation.** The Firm shall provide such assistance as you reasonably require to ensure compliance with your obligations under Privacy Laws, including, but not limited to, any data protection impact assessments. Client has the right to stop and remediate any unauthorized processing of Client Personal Information.
  
10. **Delete or Return.** To the extent permitted by the Firm's legal and ethical obligations, the Firm shall promptly return or destroy (at Client's election) all copies of Client Personal Information in its possession, or in the possession of its Subprocessors any time requested by Client.