

## DATA PROTECTION ADDENDUM

This Data Protection Addendum (“**DPA**”), available at [www.everestgrp.com/DPA](http://www.everestgrp.com/DPA), is hereby incorporated by reference into the agreement between the applicable Everest Group entity/entities and the applicable Customer entity/entities under which Everest Group is providing Products and/or Services to Customer, and/or Everest Group’s Terms and Conditions of Sale for Products and Services available at <https://www.everestgrp.com/terms-of-sale> (the “**Agreement**”). This DPA shall be applicable to any Personal Data collected for providing Products and/or Services provided under the Agreement. By entering into the Agreement, this DPA is agreed to by the parties and the parties are deemed to have signed this DPA.

The term of this DPA will follow the term of the Agreement. Terms not otherwise defined in this DPA will have the meaning as set forth in the Agreement. Any capitalized term used but not defined in this DPA has the meaning provided to it in the Agreement. The terms, “**Commission**”, “**Controller**”, “**Data Subject**”, “**European Data Protection Board**”, “**Member State**”, “**Personal Data**”, “**Personal Data Breach**”, “**Processing**”, “**Information Commissioner**” and “**Supervisory Authority**” shall have the same meaning as in the GDPR and/or UK GDPR, and their cognate terms shall be construed accordingly.

### Definitions

- “**Everest Group**” means Everest Global, Inc. (Everest US), Everest Outsourcing Canada Co. (Everest Canada), Everest Group Consulting Limited (Everest UK), and Everest Business Advisory India Private Limited (Everest India).
- “**Customer**” means the customer entity (including, without limitation, any legal entity, company, corporation, partnership, joint venture, government, non-profit organization, individual, etc.) receiving Everest Group’s Products and/or Services.
- “**Products and Services (Products and/or Services)**” means anything offered by Everest Group, including, without limitation, membership, analyst inquiries, report/white paper/viewpoint licensing, strategy workshops, custom research, data cuts, sponsored material, advisory services, or other research materials or services.
- “**GDPR**” means Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the General Data Protection Regulation).
- “**CCPA**” means the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 et seq., and its implementing regulations.
- “**UK GDPR**” means the GDPR as it forms part of domestic law in the United Kingdom by virtue of section 3 of the European Union (Withdrawal) Act 2018

- **“Processor”** means the entity that Processes Personal Data on behalf of the Controller, including as applicable any “service provider” as that term is defined by the CCPA, or any related role under applicable Data Protection Laws and Regulations.
- **“Everest Group Privacy Policy”** means the Privacy Notice available at <https://www.everestgrp.com/privacy-notice/>.
- **“Everest Group (Sub-)Processors and Affiliates Information Document”** means the document that is hereby incorporated by reference into this DPA as if fully reproduced herein, available at [www.everestgrp.com/Sub-Processors-And-Affiliates-Information](https://www.everestgrp.com/Sub-Processors-And-Affiliates-Information).
- **“Standard Contractual Clauses”** means: (a) in relation to the EU, the standard contractual clauses which establish a level of adequate protection for personal data and approved by the EU Commission; or (b) in relation to the UK, relevant standard data protection clauses specified in either regulations pursuant to Article 46(2)(c) UK GDPR; or a document issued (and not withdrawn) pursuant to Article 46(2)(d) UK GDPR.

## 1. Controller and Processor of Personal Data

- a. Customer will at all times remain the Controller for the purposes of provision of Products and/or Services by Everest Group. Customer is responsible for compliance with its obligations as a Controller under applicable data protection laws and regulations, in particular for justification of any transmission of Personal Data to Everest Group (including the basis of the processing, providing any required notices and obtaining any required consents and authorizations), and for its decisions and actions concerning the Processing and use of the Personal Data. Customer shall, in its use of the Products and/or Services, Process Personal Data in accordance with the requirements of applicable data protection laws and regulations and Agreement. Customer shall have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which Customer acquired Personal Data.

Customer acknowledges that its use of the Products and/or Services will not violate the rights of any Data Subject that has opted-out from sales or other disclosures of Personal Data so far as applicable under the CCPA or other applicable data protection laws and regulations. Customer represents and warrants to Everest Group, that Personal Data does not and will not contain any sensitive data, health information, any biometric information, or any payment card information subject to the Payment Card Industry Data Security Standard (other than any Customer payment card information used to pay for the Services, if applicable).

- b. For the purposes of provision of the Products and/or Services set forth in the Agreement, Everest Group is a Processor, and Everest Group may engage Third-Party Sub-processors in accordance with this DPA. Everest Group will Process Personal Data as necessary for

the provision of the Products and/or Services set forth in the Agreement, and will not otherwise (i) Process Personal Data for purposes other than those set forth in the Agreement or as instructed by Customer in good faith pursuant to this DPA, or (ii) disclose such Personal Data to third parties other than Everest Group Affiliates or Third-Party Sub-processors for the aforementioned purposes or as required by data protection laws and regulations.

- c. Business Contact Information. With respect to Personal Data regarding the other Party's personnel that have been exchanged in the ordinary course of business for the purposes of entering and administering the Agreement: (a) each Party will act as a separate and independent Controller; and (b) each Party consents to the Processing and transfer (if any) of such Personal Data in a manner consistent with applicable data protection laws and/or regulations.

## **2. Processing activities (including data transfer) relevant to Personal Data; Categories of Personal Data and Data Subjects; Technical and Organizational Measures.**

- a. Everest Group shall Process Personal Data for, without limitation, the following purposes:
  - i. Processing in accordance with the DPA and the Agreement to fulfill Everest Group's obligations arising therefrom, in particular to ensure secure access to and usage of Products and Services by Customer and its authorised users and related communications and actions to provide support.
  - ii. Processing initiated by Customer and/or its authorised users in their use of the Products and/or Services.
  - iii. Processing to comply with other documented reasonable instructions provided by the Customer and/or its authorised users (e.g., via email) where such instructions are consistent with the terms of the Agreement.
  - iv. To track usage for the provision and analysis of membership or report services and related advisory services.
  - v. To provide information about Everest Group Products and/or Services or provide complimentary reports or information.
- b. Category of Personal Data and Data Subjects may include:
  - i. *Categories of Data Subjects whose Personal Data is Processed:* Data subjects may include administrators and authorised users of Services, such as employees, customers, suppliers, contractors, and affiliates of Customer and its Authorized Affiliates; collaborators, partners, dealers, suppliers, customers and their respective employees and contractors, and other users of the Customer (as applicable). Data Subjects may also include Customer's contact persons, its authorized signatories

and, if applicable, contact details to Customer's business partners, dealers, suppliers, customers or other people designated by Customer.

- ii. *Categories of Personal Data Processed:* Personal Data may include, among other information, personal contact information such as Name, company address, telephone or mobile number, fax number, email address, user account details (for memberships or any iReport sign-on), employment details including employer's name, user ID, job title, location data, connection data; device specific information/identification; IP address; and online behavior data (as applicable).
- iii. *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:* Not applicable unless expressly agreed upon by the Controller and the Processor.
- iv. *The frequency of the transfer (e.g., whether the data is transferred on a one-off or continuous basis):* As determined by Customer.
- v. *Nature of the processing:* See Section 2(a) of this DPA above.
- vi. *Purpose(s) of the data transfer and further processing:* See Section 1(a) of this DPA above. Everest Group will process personal data to perform the Products and/or Services described in the Agreement to which this DPA is incorporated, including storing, analyzing and otherwise processing such personal data for the duration and scope set forth in such Agreement. In connection with the provision of the Products and/or Services, Everest Group may utilize its global systems, personnel and other resources, and may transfer personal data to geographies other than those in which it was collected or received.
- vii. *The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period:* For so long as personal data is being used for activities as described in Section 2(a), legitimate business need, or applicable law or regulation.
- viii. *For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing:* See the contents of the (Sub) Processors and Affiliates Information Document as incorporated by reference herein, available at [Sub-Processors And Affiliates Information - Everest Group \(everestgrp.com\)](https://www.everestgrp.com/Sub-Processors-And-Affiliates-Information).

**c. Technical and Organizational Measures**

Everest Group exercises several technical and organizational measures, the detailed list is available at <https://www.everestgrp.com/technical-and-organizational-measures/>. The technical and organizational measures are subject to technical and technological progress and development. Hence, the Processor may adopt alternative adequate measures which are up to date with the changed technological environment. When doing so, the processing security level may not be reduced. Substantial changes must be documented.

**3. Privacy Policy; (Sub-)Processors and Affiliates**

- a.** Customer grants Everest Group the right to provide the Products and/or Services in a manner consistent with the terms of the Agreement, this DPA, and the Everest Group Privacy Policy.
- b.** Customer consents to the use of Everest Group (sub-)processors and affiliates as described in the [Sub-Processors And Affiliates Information- Everest Group \(everestgrp.com\)](#). Customer may subscribe to notifications of new (sub-)processors by emailing [privacy@everestgrp.com](mailto:privacy@everestgrp.com) with clear intentions of subscribing to such notifications. If Customer so subscribes, Everest Group will provide details of any change to the Everest Group (Sub-)Processors and Affiliates Information Document as soon as reasonably practicable. Everest Group will endeavor to give notice thirty (30) days prior to any change.

**4. General**

- a.** Customer agrees that Everest Group may fulfill the Products and/or Services in the United States, United Kingdom, India, or Canada.
- b.** In the event that a law or regulation changes such that performance hereof is non-compliant, the parties will renegotiate this DPA or a similar instrument in good faith. Alternatively, the parties may mutually agree to terminate the relationship for convenience.
- c.** Customer represents and warrants that it has and will comply with all data protection laws and regulations, including Customer is hereby representing and warranting that it has the right to transfer personal data or provide access to personal data as described herein.
- d.** In the event of any conflict or inconsistency with any other document or instrument, the order of precedence will be: (1) any applicable Standard Contractual Clauses as incorporated herein; (2) this DPA; (3) the Agreement.

**5. International Data Transfers to Third Countries**

- a. For Restricted Transfers from Everest Group to Everest Group Affiliates, Everest Group represents that such transfers are subject to (i) the terms of Everest Group Intracompany Data Processing Agreement (with Intracompany Confidentiality Undertaking) entered into between Everest Group and Everest Group Affiliates, which requires all transfers of Personal Data to be made in compliance with applicable Standard Contractual Clauses and all applicable Everest Group security and data privacy policies and standards, or (ii) other appropriate transfer mechanisms that provide an adequate level of protection in compliance with the Data Protection Laws and Regulations.
- b. Location. All Personal Data is stored in the United States of America, unless the terms regarding storage of User Data in the European Union have been mutually agreed in writing between Customer and Everest Group.

### **Data Exports or Transfers from the European Union/European Economic Area (EU/EEA) to Third Countries**

The “2021 SCCs” means the Standard Contractual Clauses as approved by the European Commission Implementing Decision 2021/914 of 4 June 2021 available at [Standard contractual clauses for international transfers \(europa.eu\)](https://eur-lex.europa.eu/eli/dec/2021/914/oj).

The 2021 SCCs are unmodified and will take precedence over any conflicting provisions in this DPA or the Agreement. The 2021 SCCs (i) apply to Personal Data transferred pursuant to the Agreement, provided, the Personal Data is transferred from the EU/EEA to a third country as defined by the European Commission and (ii) are hereby agreed to between the parties and deemed entered into and incorporated into this DPA by reference as if fully reproduced herein. The 2021 SCCs are completed as follows:

- a) Consistent with the GDPR, Module One (Controller to Controller) of the 2021 SCCs will apply where the transfer of Personal Data is from Controller to Controller (whether jointly or independently controlled).
- b) Consistent with the GDPR, Module Two (Controller to Processor) of the 2021 SCCs will apply where the transfer of Personal Data is from Controller to Processor.
- c) Consistent with the GDPR, Module Three (Processor to Processor) of the 2021 SCCs will apply where the transfer of Personal Data is from Processor to Processor.
- d) Consistent with the GDPR, Module Four (Processor to Controller) of the 2021 SCCs will apply where the transfer of Personal Data is from Processor to Controller.

e) With respect to the 2021 SCCs, as applicable:

- i. the optional docking provision in Clause 7 will not apply
- ii. Option 2 will apply in Clause 9 and the time period set forth in Section 1 of the DPA is the specified time period.
- iii. the optional language in Clause 11 will not apply
- iv. regarding Clause 17, the governing law will be Irish law;
- v. regarding Clause 18, disputes will be resolved before the courts of Ireland

f) with respect to the 2021 SCCs, as applicable, Annex I, Part A:

**Data exporter(s):**

Name: The entity identified as Customer in the Agreement for Products and/or Services.

Address: The address as specified in the Agreement or, if none, the address associated with Customer's account.

Contact person's name, position and contact details: The contact as specified in the Agreement or, if none, the contact associated with Customer's account

Activities relevant to the data transferred under these Clauses: The activities as specified in Section 2 of the DPA.

Signature and date: By executing the Agreement for Products and/or Services, Customer is deemed to have signed the Standard Contractual Clauses, including their Annexes, as of the effective date of the Agreement.

Role (controller/processor): The exporter's role as applicable and as described in the DPA.

**Data importer(s):**

Name: The entity identified as Everest Group in the Agreement for Products and/or Services.

Address: The address as specified in the Agreement or, if none, the address associated with the Everest Group entity.

Contact person's name, position and contact details: Shaili Bhandari, Data Protection Officer; Michael Peacock, IT Director Security; Email: [privacy@everestgrp.com](mailto:privacy@everestgrp.com)



Activities relevant to the data transferred under these Clauses: The activities as specified in Section 2 of the DPA.

Signature and date: By executing the Agreement to provide Products and/or Services, Everest Group is deemed to have signed the Standard Contractual Clauses, including their Annexes, as of the effective date of the Agreement.

Role (controller/processor): The importer's role as applicable and as described in the DPA.

**g)** with respect to the 2021 SCCs, as applicable, Annex I, Part B:

*The categories of Data Subjects* whose Personal Data is transferred are described in Section 2(b) of the DPA.

*The categories of Personal Data transferred* are described in Section 2(b) 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 specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures,* is described in Section 2(b) of the DPA.

*The frequency of the transfer (e.g., whether the data is transferred on a one-off or continuous basis* is described in Section 2(b) of the DPA.

*Nature of the processing* is described in Section 2(b) of the DPA.

*Purpose(s) of the data transfer and further processing* is described in Section 1(b) 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,* is described in Section 2(b) of the DPA.

*For transfers to (sub-)processors, also specify the subject matter, nature and duration of the processing* is described in Section 2(b) of the DPA.

**h)** with respect to the 2021 SCCs, as applicable, Annex I, Part C:

The data exporter's competent supervisory authority will be determined in accordance with the GDPR.



i) with respect to the 2021 SCCs, Annex II:

*Description of the technical and organisational measures implemented by the data importer(s) (including any relevant certifications) to ensure an appropriate level of security, taking into account the nature, scope, context and purpose of the processing, and the risks for the rights and freedoms of natural persons. As described in Section 2(c) of the DPA.*

*Measures of pseudonymisation and encryption of personal data. As described in Section 2(c) of the DPA.*

*Measures for ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and services. As described in Section 2(c) of the DPA.*

*Measures for ensuring the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident. As described in Section 2(c) of the DPA.*

*Processes for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures in order to ensure the security of the processing. As described in Section 2(c) of the DPA.*

*Measures for user identification and authorization. As described in Section 2(c) of the DPA.*

*Measures for the protection of data during transmission. As described in Section 2(c) of the DPA.*

*Measures for the protection of data during storage. As described in Section 2(c) of the DPA.*

*Measures for ensuring physical security of locations at which personal data are processed. As described in Section 2(c) of the DPA.*

*Measures for ensuring events logging. As described in Section 2(c) of the DPA.*

*Measures for ensuring system configuration, including default configuration. As described in Section 2(c) of the DPA.*

*Measures for internal IT and IT security governance and management. As described in Section 2(c) of the DPA.*

*Measures for certification/assurance of processes and products.* As described in Section 2(c) of the DPA.

*Measures for ensuring data minimization.* As described in Section 2(c) of the DPA.

*Measures for ensuring data quality.* As described in Section 2(c) of the DPA.

*Measures for ensuring limited data retention.* As described in Section 2(c) of the DPA.

*Measures for ensuring accountability.* As described in Section 2(c) of the DPA.

*Measures for allowing data portability and ensuring erasure.* As described in Section 2(c) of the DPA.

*For transfers to (sub-) processors, also describe the specific technical and organisational measures to be taken by the (sub-) processor to be able to provide assistance to the controller and, for transfers from a processor to a sub-processor, to the data exporter.* As described in Section 2(c) of the DPA.

## **Data Exports or Transfers from the United Kingdom (UK) to non-EU/EEA countries**

The “UK SCCs” means the UK’s new standard form International Data Transfer Agreement (“IDTA”), and International Data Transfer Addendum (the “UK Addendum”) to the new EU Standard Contractual Clauses (SCC Addendum) effective from March 21, 2022, available at [international-data-transfer-addendum.pdf \(ico.org.uk\)](https://ico.org.uk/international-data-transfer-addendum.pdf)

The relevant parties enter into the terms of the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses (Version B1.0) which are hereby incorporated into this agreement and completed as follows:

**Table 1 – Parties:** is completed as follows:

- The data exporter is the Customer acting as Controller; The entity identified as Customer in the Agreement for Products and/or Services.
- The data importer is the Everest Group which is acting as Processor.
- Customer’ address is the address on the first page of this agreement and its contact person for matters related to Standard Contractual Clauses is the contact information as specified in the Agreement or, if none, the contact information associated with Customer’s account

- Processor's address is the address on the first page of this agreement and its contact person for matters related to Standard Contractual Clauses is Shaili Bhandari, Data Protection Officer; Michael Peacock, IT Director Security; Email: privacy@everestgrp.com; 1-214-451-3000
- Signature and date: By executing an Agreement for Products and/or Services, Customer is deemed to have signed the Standard Contractual Clauses, including their Annexes and/or Appendices, as of the effective date of the Agreement for Products and/or Services.

**Table 2 - Selected SCCs, Modules and Selected Clauses:** is completed as follows – select the second option (the Approved EU SCCs, including the Appendix Information and with only the following modules, clauses or optional provisions of the Approved EU SCCs brought into effect for the purposes of this Addendum) and complete as follows:

Module	Module in operation	Clause 7 (Docking Clause)	Clause 11 (Option)	Clause 9a (Prior Authorisation or General Authorisation)	Clause 9a (Time period)	Is personal data received from the Importer combined with personal data collected by the Exporter?
1	No	N/A	N/A	N/A	N/A	N/A
2	Yes	No	No	Prior Authorisation	time period set forth in Section 1 of the DPA is the specified time period	Yes
3	No	N/A	N/A	N/A	N/A	N/A
4	No	N/A	N/A	N/A	N/A	N/A

**Table 3 Appendix Information:** is completed as follows:

“Appendix Information” means the information which must be provided for the selected modules as set out in the Appendix of the Approved EU SCCs (other than the Parties), and which for this Addendum is set out in:

**Annex 1A:** List of Parties is completed as follows:

- The data exporter is the Customer acting as Controller; The entity identified as Customer in the Agreement for Products and/or Services.
- The data importer is the Everest Group which is acting as Processor; The entity identified as Everest Group in the Agreement for Products and/or Services.
- Customer' address is the address on the first page of this agreement and its contact person for matters related to Standard Contractual Clauses is the contact information as specified in the Agreement or, if none, the contact information associated with Customer's account
- Processor's address is the address on the first page of this agreement and its contact person for matters related to Standard Contractual Clauses is Shaili Bhandari, Data Protection Officer; Michael Peacock, IT Director Security; Email: [privacy@everestgrp.com](mailto:privacy@everestgrp.com); 1-214-451-3000
- The transfer of Customer Personal Data relates to Customer's marketing activities.
- The transfer of Personal Data relates to the Processor's activities as set out in the Agreement.

**Annex 1B:** Description of Transfer: As described in Section 2(a) of this DPA.

**Annex II:** Technical and organisational measures including technical and organisational measures to ensure the security of the data: As described in Section 2(c) of this DPA, available at <https://www.everestgrp.com/technical-and-organizational-measures/>

**Annex III:** List of Sub processors (Modules 2 and 3 only): Available at [Sub-Processors And Affiliates Information - Everest Group \(everestgrp.com\)](#)