



INFORMATION
SAFEGUARDING AND DATA PRIVACY POLICY (11/2022)

DEALER TIRE, LLC, ("DEALER TIRE") as a service provider to automobile dealerships, including the DEALERSHIP identified below, recognizes that DEALERSHIP may be considered a "financial institution" in accordance with applicable laws, including but not limited to the Gramm-Leach-Bliley Act ("GLB Act"), and also may be considered a "business" under applicable data privacy and protection laws, including but not limited to the California Consumer Privacy Act and any amendments thereto ("CCPA"). As a "financial institution" under the GLB Act and a "business" under the CCPA and other data privacy laws, as applicable, DEALERSHIP may be required, among other things, to safeguard and protect certain nonpublic information, including but not limited to nonpublic "customer information" and "personal information" collected in the course and scope of its business. In furtherance of this obligation, DEALER TIRE also recognizes that DEALERSHIP must take reasonable steps to evaluate and oversee its "service providers", which may include DEALER TIRE, to ensure their safeguarding of DEALERSHIP'S nonpublic "customer information" and "personal information", as applicable, to which they may become privy, through provision of its services to DEALERSHIP ("Services").

To this end, DEALER TIRE agrees that in furtherance of its Services to the DEALERSHIP identified below, it will comply with all applicable privacy and data protection laws, rules and regulations in respect to any non-public "customer information" and/or "personal information" of DEALERSHIP customers to which it may be provided access. DEALER TIRE has implemented and will maintain reasonable physical, electronic and procedural safeguards as it deems necessary to secure and protect the confidentiality and security of DEALERSHIP'S nonpublic "customer information" and/or "personal information", as applicable, obtained in furtherance of the Services. DEALER TIRE does not sell, use, or otherwise disclose to any other party, DEALERSHIP'S nonpublic "customer information" and/or "personal information" except as is reasonably necessary to fulfill the Services or as otherwise permitted by applicable law or by written agreement between the parties. For purposes herein, the terms "*service provider*", "*customer information*" and "*financial institution*" shall have the meanings set forth in *16 CFR Part 314, - Standards for Safeguarding Customer Information* (Implementing regulations of the *Gramm-Leach-Bliley Act*), and the terms "*business*" and "*personal information*" shall have the meanings set forth in *Section 1798.140* of the *California Consumer Privacy Act*.

DEALER TIRE will, upon written request of DEALERSHIP and without charge no more than once annually, provide DEALERSHIP with written confirmation of the safeguards it employs to secure DEALERSHIP'S non-public "customer information" and "personal information" as applicable hereunder. DEALER TIRE will make commercially reasonable efforts in accordance with applicable laws to promptly inform DEALERSHIP of any known, unauthorized access to and/or disclosure of unencrypted nonpublic "customer information" or "personal information" of DEALERSHIP while in DEALER TIRE'S possession and control in furtherance of the Services. Upon written request, DEALER TIRE will reasonably cooperate with DEALERSHIP in order that it may comply with its legal obligations under the CCPA or other applicable data privacy laws in respect to "personal information" of DEALERSHIP customers which has been obtained by, and is in the possession of DEALER TIRE through the Services to DEALERSHIP.

DEALER TIRE, LLC

By: _____

_____ ("DEALERSHIP")

Address: _____

Title: _____

Partner, CTO

Date: _____

11/21/2022

E-mail (for notices): _____