

Addendum for Maintaining Security and Confidentiality of Customer Information

This Addendum is between Epsilon Data Management LLC (hereinafter referred to as "Service Provider") and _____ and/or any of its affiliated entities for which Service Provider either (1) seeks to enter into a business relationship with, or (2) has an existing business relationship with (hereinafter collectively referred to as "Dealer"). The federal Gramm-Leach-Bliley Act (GLBA) "Safeguards Rule" requires that Service Providers who are permitted access to Dealer's "Customer Information" enter into an agreement whereby the Service Provider promises to implement and maintain appropriate safeguards designed to protect the Customer Information at issue. This Addendum supplements and amends any and all agreements between Service Provider and Dealer and constitutes a Service Provider agreement subject to the GLBA Safeguards Rule. To the extent of any ambiguity or conflict between any other agreement and this Addendum, the terms of this Addendum shall apply. It shall be effective as of the date the document is executed below by Service Provider. If any provision of this Addendum is found invalid or unenforceable, all remaining provisions of this Addendum will remain in full force and effect. It shall remain in effect until either revoked in writing or automatically if the business relationship between Dealer and Service Provider comes to an end, except that the representations and warranties listed in Section 2 of this agreement shall survive any termination.

1. **Customer Information.** As the term is defined in the GLBA Safeguards Rule (16 C.F.R. § 314.2), "Customer Information" means any nonpublic personal information collected by Dealer about its customers, including:
 - a. Information a consumer provides in order to obtain a financial product or service;
 - b. Information about a consumer resulting from any transaction involving a financial product or service;
 - c. Any information otherwise obtained about a consumer in connection with providing a financial product or service;
 - d. Any list, description, or other grouping of consumers that is derived using the information described in items 1.a. through 1.c. above.
2. **Service Provider Representations & Warranties.** With the mutual goal of maintaining proper protocols to protect customer information, Service Provider represents and warrants that:
 - a. It will not disclose or use Customer Information received from Dealer other than to carry out the purposes for which Dealer disclosed the information pursuant to its contractual agreement with Service Provider (the "Services");
 - b. It maintains Customer Information received from Dealer only for as long as necessary to provide the Services;
 - c. It will return or securely destroy all Customer Information received from Dealer within 30 days after termination of the Services or as otherwise directed by the Dealer.
 - d. It is capable of implementing and maintaining, and shall implement and maintain compliance with, all local, state, and federal legal requirements applicable to Service Provider regarding the required administrative, technical, and physical safeguards under those laws, and all applicable and appropriate industry standards with respect to the privacy and security of the Customer Information that it maintains, processes, obtains, or otherwise has access to; and
 - e. It will protect and secure any Customer Information that it maintains, processes, obtains, or otherwise has access to as required under all applicable local, state, and federal privacy data and security laws and regulations.
3. **Risk Assessments.** Service Provider will, upon Dealer's request, but no more than once per year, satisfactorily complete a questionnaire within sixty (60) days of the request that demonstrates Service Provider's ability to comply with Section 2.d. and 2.e. above.
4. **Breach & Termination.** Notwithstanding anything to the contrary in any other agreement, Service Provider's violation of any terms of this Addendum shall be deemed a material breach and Dealer may immediately terminate its relationship with Service Provider without penalty. Dealer may seek injunctive relief, in addition to a claim for damages, in order to prevent or remedy any breach of the obligations of this Addendum.

26-Aug-2024 | 9:07 AM PDT

Date

DocuSigned by:

Kristine-Ann Aboyme

F149C47F67224E9...

Signature of Authorized Agent of Service Provider

Kristine-Ann Aboyme | VP, Program Management & Dealer Services

Printed Name and Title