Fields Auto Group Compliance

Service Provider Risk Assessment

Questionnaire requested by FIELDS **AUTO GROUP**

Name of Person Completing This Questionnaire	**Service Provider Name**	**Date Completed**

1. Are you an employee or authorized representative of this vendor/company? Indicate the Person's Name in the comments.	☒ Yes ☐ No ☐ N/A	Person's Name: Alicia Galarce
2. Does your company offer software applications as part of its services?	☐ Yes ☒ No ☐ N/A	
3. Is client data encrypted at rest and in transit? If not, why not?	☒ Yes ☐ No ☐ N/A	
4. Has your company experienced a data breach in the past 12 months that affected customers' personal information?	☐ Yes ☒ No ☐ N/A	
5. Does your company have insurance coverage for a data breach that may involve our customer information that your company acquires while doing business with us?	☒ Yes ☐ No ☐ N/A	
6. Does your company require security awareness training for all employees? If so, please answer how often it is provided in the comments section.	☒ Yes ☐ No ☐ N/A	Security Training Frequency: Annual
7. Does your company monitor for the effectiveness of employee security training by testing your users with simulated attacks?	☐ Yes ☒ No ☐ N/A	
8. Does your company have a process for restricting access to customer files on a need-to-know basis?	☒ Yes ☐ No ☐ N/A	
9. Do you have a written information security program?	☒ Yes ☐ No ☐ N/A	
10. Does your company conduct annual risk assessments that assess electronic, physical, and administrative information safeguards?	☒ Yes ☐ No ☐ N/A	
11. Does your company have systems in place to securely dispose of documents that have personal identifiable information on them?	☐ Yes ☐ No ☒ N/A	
12. Does your company have systems in place to restrict access to files/documents containing customers personal information to those with proper authorization?	☒ Yes ☐ No ☐ N/A	

13. Does your company have due diligence processes and procedures for vetting subcontractors, including having them sign processing agreements that are compliant with applicable federal and state laws?	☒ Yes ☐ No ☐ N/A	
14. Has your company performed penetration testing of its systems within the past 12 months?	☒ Yes ☐ No ☐ N/A	
15. Has your company conducted a vulnerability assessment of your systems within the past 6 months?	☒ Yes ☐ No ☐ N/A	
16. Does your company maintain end-of-life or unsupported operating systems or software? If so, are these systems used to manage or maintain customer data?	☐ Yes ☒ No ☐ N/A	
17. Does your company regularly patch or update systems and third-party software and monitor for noncompliance?	☒ Yes ☐ No ☐ N/A	
18. Does your company have a written incident response plan in the event of a security breach?	☒ Yes ☐ No ☐ N/A	
19. Does your company require users to create complex passwords with 9 characters or greater?	☒ Yes ☐ No ☐ N/A	
20. Does your company prohibit shared logins?	☒ Yes ☐ No ☐ N/A	
20. Does your company prohibit shared logins?	☒ Yes ☐ No ☐ N/A	
22. Do you have an account lockout policy?	☒ Yes ☐ No ☐ N/A	

7/25/25 — **Date**

Signature of Authorized Agent of Service Provider

CFO, Ackerö Inc — **Title**

Addendum to Service Provider Agreement

Federal regulations known as the "Safeguards Rule" (16 CFR Part 314) require that we obtain from all Service Providers a written agreement to protect the confidentiality of our customer nonpublic information they are allowed to access from us during our business relationship.

This Addendum is between **FIELDS AUTO GROUP**, (hereinafter "Company") and Aclaró AI (hereafter "Provider"). It shall be effective as of the date the document is executed below by Provider. It shall remain in effect until either revoked in writing, or automatically if the business relationship between Company and Provider comes to an end. The promise regarding confidentiality and duty to return information shall survive any termination. This Agreement supplements and amends all previous agreements between Company and Provider subject to the Safeguards Rule. If any provision of this Agreement is found to be invalid, all other terms of this Agreement shall remain in full force and effect.

Provider represents and warrants to Company that it has implemented and presently maintains safeguards designed to ensure the security and confidentiality of nonpublic personal information collected by Company about its customers as defined in 16 CFR 314.2 ("Customer Information") that Company may allow Provider to access during its business relationship. Provider represents and warrants that these safeguards meet all local, state, and federal requirements regarding administrative, technical, and physical safeguards as well as all applicable industry standards.

Provider agrees that Customer Information will be held in strict confidence and accessed only for the business purpose of the contract between Company and Provider. Provider agrees to protect this Customer Information according to commercially reasonable standards and no less rigorously than it protects its own customers' confidential information. Provider agrees that it will maintain all Customer Information as necessary to provide services to Company and to return or destroy all customer information received from Company upon either completion of the contract or upon termination.

Provider will, upon request of the Company, but no more than once per year, complete the attached Risk Assessment questionnaire that demonstrates Service Provider's ability to comply with items as defined in 16 CFR 314.4(a)(3) and 16 CFR 314.4(b). Service Provider may provide other comparable documentation in lieu of the attached Risk Assessment questionnaire provided it adequately demonstrates Service Providers safeguards for Dealer's Customer Information.

Should Provider violate any terms of this Agreement (notwithstanding anything to the contrary in any other agreement between Company and Provider), then Company may immediately terminate the relationship. Company may seek injunctive relief, in addition to a claim for damages, to prevent or remedy any breach of the confidentiality obligations of this Agreement.

Service Provider hereby acknowledges and agrees to the above addendum:

7/25/25		CFO, Aclaró Inc
Date	**Signature of Authorized Agent of Service Provider**	**Title**

Alicia Galarce