PI, Privacy and Cyber-Security Rider

This PI, Privacy and Cyber-Security Rider ("**Rider**") supplements the contract, PO, work order and other written agreements into which this Rider is incorporated or referenced, including all amendments and supplements thereto (collectively the "**Agreement**") between Vendor and the VCNA Purchaser or Customer ("**Client**"). In the event of a conflict between the Agreement and this Rider, this Rider shall govern.

"**Business Contact Information**" means a person's name, title and duties, as well as the address, email address and telephone number of the person's place of work.

"**Client Systems**" means Client's, and its direct or indirect parents, subsidiaries and affiliates', computer and communications systems, networks and databases.

"**Laws**" means all applicable federal, state, provincial, municipal and local laws, codes, orders, findings, guidelines, ordinances, by-laws, rules, regulations, administrative rulings and court decisions, including those relating to PI and/or data privacy or security and applicable to Client and/or Vendor.

"**PI**" means personally identifiable information, being information about an identifiable individual, including information that is linked to or can be used to identify an individual either alone or when combined with other information, that is Processed by the Vendor on behalf of or as necessary to provide the requested services or products to the Client.

"**Processing**" or "**Process**" or "**Processed**" means the acquisition, access, collection, use, modification, retrieval, disclosure, transfer, storage, anonymization, deletion and/or management of data of or from the Client or Client Systems.

"**Vendor Systems**" means the computer and communications systems, networks and databases of the Vendor, any of Vendor's affiliates or any third party with whom the Vendor stores its information or technical data.

Any capitalized terms not otherwise defined herein shall have the same meaning as set forth in the Agreement.

1. **Protection of PI and Client Systems.** Vendor acknowledges that it may have access to certain Client Systems or PI for the purposes set forth in the Agreement. If any PI is made available or accessible to Vendor, its employees, agents, contractors, representatives, those otherwise assisting Vendor with provision of services or products being supplied under the Agreement, or others for whom Vendor is legally responsible (collectively "**Vendor Representatives**"), they will not use or Process that PI except as necessary to provide the services or products to Client or fulfill the express purpose set forth in the Agreement, and such PI will remain subject to any confidentiality obligations set forth in the Agreement, but in no case less than strict confidence.

Vendor will comply fully with all Laws, as well as all reasonable Client policies and procedures to the extent not in conflict with such Laws. Vendor will not sell PI. Vendor will otherwise protect PI and Client Systems consistent with applicable industry standards. Vendor represents and warrants it maintains and complies with a privacy and security program that is sufficient to protect its systems and Client Systems and PI from unauthorized access.   Vendor agrees to maintain an information security and privacy program that shall include robust physical, technical and administrative data safeguards and other measures appropriate to the sensitivity of the PI in its custody, to prevent theft, loss, or unauthorized or unlawful access to Client Systems or Processing of PI, including in the event of a disruption, failure or breach of Vendor Systems or operational controls. Vendor warrants that it monitors and tests such safeguards at reasonable intervals, adjusting them as required by Laws, to account for then-current industry standards or the results of testing or monitoring. Vendor warrants that its safeguards include screening of Vendor Representatives in a manner sufficient for Vendor to comply with this Rider and all Laws. Vendor will diligently and in good faith respond to Client's reasonable inquiries relating to the Processing of PI. All PI, Client data and Client Systems remain the property of Client and/or the person or entity to whom it relates.

2.   Privacy Breach Notification Procedure. Vendor shall notify Client in writing within 48 hours of any confirmed breach of this Rider or Vendor Systems, and promptly upon notice or information regarding any suspected breach of this Rider or Vendor Systems or any suspected loss or unauthorized Processing, corruption, disruption or unavailability of any PI or Client System (a "**Privacy Breach**"). Such notice shall summarize in reasonable detail what is known of the Privacy Breach, the date and/or time period during which it is believed to have occurred, an estimate of the number of affected individuals, the type of data involved, the effect on Client, Client Systems and PI, if known, and the corrective action taken or to be taken and the timeline for correction by Vendor. Vendor shall promptly take all appropriate or legally required corrective actions and shall work diligently and responsively with Client to allow Client to consider and respond to the requirements of all Laws, its privacy program and any other applicable policies and guidelines. The Privacy Breach notice shall be sent in accordance with the notice provisions in the Agreement, and copies shall be sent simultaneously to VCNA's privacy officer at privacy.officer@vcimentos.com, IT Director, Jay Giblon at jay.giblon@vcimentos.com and General Counsel, Jolanta Malicki at Jolanta.Malicki@vcimentos.com. The parties will work in good faith in the event that Laws or the Agreement require that any individuals, organizations, regulators or other parties be notified of a Privacy Breach. Unless prohibited by Laws, the content and timing of such notice shall be subject to Client's prior written approval, and Client shall determine whether such notice shall come from Client or Vendor. Vendor shall ensure that Client is promptly provided with all notifications that relate to PI the Vendor obtained pursuant to this Agreement.

3.   PI Processing Obligations of Vendor. Vendor's authorization to Process or otherwise use or access PI and/or Client Systems is limited to the extent permitted by Laws and as necessary to comply with and effect the express purposes of the Agreement. To the extent the Vendor Processes PI (other than Business Contact Information of Client employees, agents, representatives or contractors which is used to communicate with such individuals in relation to the Agreement), Vendor shall additionally comply with the following, *to the extent permitted by Laws*:

a)   not disclose and not allow Vendor Representatives to disclose, either through act or omission, any PI to a third party, including any subcontractors, without the prior written consent of Client;

b)   immediately notify Client in writing of any (i) enquiry received from an individual relating to the individual's right to access, modify, correct, or delete PI, (ii) complaint received relating to the Processing of PI, (iii) order, demand, warrant or any other document or request purporting to compel the production of any PI, and (iv) disclosure required by Laws, and fully co-operate with all instructions of Client with respect to any action taken with respect to such enquiry, order, demand, complaint or request;

c)   limit access to PI only to necessary Vendor Representatives to fulfill the express purposes of the Agreement;

d)   cause all Vendor Representatives to agree to protect the confidentiality and security of the PI in accordance with terms materially consistent with those of this Rider without diminishing protections for Client or PI;

e)   ensure that all PI Processed by Vendor in the course of performing the Services or providing the products is encrypted and securely segregated from any other information owned or managed by Vendor or other third parties, including implementing any necessary access barriers and password authorization procedures in connection therewith;

f)   not Process or permit Vendor Representatives to Process PI across borders, except as permitted by Laws (including any Laws of the originating jurisdiction of the PI requiring PI to be stored in or otherwise not Processed outside of its originating jurisdiction), as necessary to perform and limited to the purposes and subject to the protections outlined in the Agreement, and only to the United States of America, Canada or a jurisdiction that complies with the General Data Protection Regulation, unless another jurisdiction is approved in writing by Client's IT Director; and

g)   not sub-contract or assign to any third party the Processing of PI without the prior written consent of Client.

Where Vendor, with the written consent of Client, provides access to PI to a third party (including an affiliate of Vendor) or contracts such Processing rights or obligations, Vendor shall enter into a written agreement with each third party that imposes obligations on the third party that are equivalent to this Rider, without diminishing the protections and obligations of Vendor afforded to Client and PI hereunder. Vendor shall only retain or assign to third parties that Vendor reasonably expects to appropriately protect the privacy, confidentiality and security of the PI in compliance with all Laws and this Rider.

4. **Termination.** Upon the expiration or termination of the Agreement or at such other times as instructed by Client in writing, Vendor shall immediately return (or, upon the written instruction of Client, securely dispose of) all PI in any media in the possession or control of Vendor and upon completion of such delivery or disposal certify completion in writing to Client. In the event Laws do not permit Vendor to comply with the delivery or destruction of the PI, Vendor shall notify Client in writing. Vendor warrants it shall ensure the strict confidentiality of the PI and Vendor shall not Process any PI by or on behalf of Client or for any other reason after termination or expiration of the Agreement.

5. **Monitoring.** In the event of any Privacy Breach, Vendor shall provide Client's Privacy Officer (or Client's designated representatives) with access to the records (including of all data security breaches, which shall be maintained), facilities and premises of Vendor for purposes of auditing, and verifying Vendor's compliance with this Rider, at Client's option. If such audit, or examination reveals that Vendor is non-compliant with its obligations under this Rider, Vendor agrees to promptly bring itself into compliance and pay the reasonable costs associated with the audit, or examination. Client is under no obligation to perform an audit or examinations and its decision not to do so shall not diminish Vendor's compliance obligations hereunder. Appropriate anti-trust trust protections will be put in place if applicable.

6. **Indemnification.** Without regard to any other provision in the Agreement or any other agreement or correspondence between Vendor and Client, Vendor shall defend, indemnify and hold harmless Client and its affiliates, including their respective officers, directors, employees, clients and agents, from and against any and all claims, suits, causes of action, liabilities, losses, costs and damages, including reasonable attorneys' fees, all without limitation, and including those of a first-party or direct nature, arising out of or relating to a Privacy Breach or breach of this Rider by Vendor, Vendor Representatives or any of their third-party vendors or sub-contractors, except to the extent resulting from the grossly negligent acts or omissions or willful misconduct of Client. This indemnification clause shall survive and not merge on the expiry or termination of the Agreement.

7. **Insurance.** Vendor agrees to purchase and maintain throughout the term of the Agreement such type and amount of insurance as a prudent and legally compliant vendor would maintain for the scope of and risks of this Agreement, including a technology and professional liability insurance policy, with coverage for network security and data protection liability (also called 'cyber liability'), covering liabilities for financial loss resulting or arising from acts, errors or omissions in rendering technology or professional services or in connection with the specific services described in the Agreement. Such policy shall:

   a. Identify Client and its affiliates as additional insureds with a waiver of subrogation;
   b. Have minimum limits of $2,000,000 per occurrence and $4,000,000 in the aggregate; and
   c. Be in a form that is reasonably acceptable to Client.

A certificate of insurance identifying the foregoing shall be provided to Client prior to commencing any services under the Agreements and at any time thereafter upon request of Client. No review or approval of any insurance policy or certificate by Client shall constitute a waiver of Vendor's obligation to carry insurance in accordance with this Rider and to provide proof of same to Client or alter Client's rights under this Rider.

8. **Parties' Desire to Proceed in English.** If the Vendor is located in Quebec, Vendor acknowledges it is the express wish of Vendor and Client that this Rider be drafted in English. *Si le vendeur est situé ou fournit des services au Québec, le vendeur reconnaît que c'est l'accord exprès du vendeur et du client que cet avenant soit rédigé en anglais.*