

## CONSUMER DATA PRIVACY RIGHTS ADDENDUM

This Consumer Data Privacy Rights Addendum (“Addendum”), effective as of the date that you click to accept (“Addendum Effective Date”), is entered into by and between Next Wave Marketing Strategies, Inc. (“NWMS”) and the entity clicking to agree (“Company”). This Addendum supersedes, modifies and amends all prior agreements previously entered into by and between the Parties that are currently in effect (collectively, the “Agreement”). This Addendum shall be fully incorporated into the Agreement. To the extent of any inconsistency or conflict between this Addendum and the Agreement, the terms of this Addendum shall govern in all respects.

### 1. **Definitions.**

- 1.1 “Applicable Privacy Laws” means all statutes, regulations, regulatory guidelines and judicial or administrative holdings or interpretations related to consumer privacy including, but not limited to, the California Consumer Privacy Act, Cal. Civ. Code § § 1798.100 et seq. (“CCPA”), the California Privacy Rights Act (“CPRA”), the Colorado Privacy Act (“CPA”), the Connecticut Data Privacy Act (“CDPA”), the Utah Consumer Privacy Act (“UCPA”), and the Virginia Consumer Data Protection Act (“VCDPA”), as same are applicable to Company’s access to, and/or Processing of, Personal Information.
- 1.2 “Consumer” shall have the meanings ascribed to it in the Applicable Privacy Laws.
- 1.3 “Consumer Requests” means a Consumer request to: (a) correct inaccurate and/or outdated Personal Information; (b) opt-out from and/or limit the use and/or sharing of sensitive Personal Information; (c) opt out from the sale and/or sharing of any Personal Information; (d) know the: (i) categories of Personal Information that such Party has collected about the subject Consumer(s); (ii) specific pieces of Personal Information that such Party has collected about the subject Consumer(s); (iii) categories of sources from which the Personal Information is collected; (iv) business or commercial purpose for collecting, selling and/or sharing the subject Personal Information; and (v) categories of third parties to whom such Party discloses Personal Information; and/or (e) delete any Personal Information collected.
- 1.4 “Party” or “Parties” means NWMS and Company.
- 1.5 “Personal Information” means, in addition to any definition under Applicable Privacy Laws, any personally identifiable information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, to any individual or household that would be considered a resident of California, Colorado, Connecticut, Utah or Virginia, including, without limitation, information that NWMS provides to Company in connection with Company’s intention to market products/services to the subject Consumer(s) as described in the Agreement (the “Specified Company Products/Services”).
- 1.6 “Personal Information Breach” means any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, any Personal Information.
- 1.7 “Process” or “Processing” means any operation or set of operations which is/are performed on Personal Information or on sets of Personal Information, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination, sale, or otherwise making available, alignment or combination, restriction, erasure or destruction.
2. **Compliance.** Each Party represents and warrants that its collection, sharing and Processing of Personal Information shall comply with all Applicable Privacy Laws. Each Party shall notify the other Party no later than five (5) business days after it makes a determination that it can no longer meet its obligations under Applicable Privacy Laws.

Without limiting the foregoing, NWMS shall notify Company, in writing, of any requests received from a Consumer to delete that Consumer’s Personal Information (“Request to Delete”). In addition, NWMS may, in its discretion and/or where otherwise required by Applicable Privacy Laws, notify Company, in writing, of any requests received from a Consumer to opt-out from and/or limit the use and/or sharing of sensitive Personal Information (“Request to Limit” and together with the Requests to Delete, “NWMS Provided Consumer Requests”). Company shall timely act on any and all such NWMS Provided

Consumer Requests, as required by Applicable Privacy Laws, and promptly provide NWMS with notice that each such NWMS Provided Consumer Request was acted upon.

Where Company collects Personal Information from a Consumer online and receives an opt-out preference signal from such Consumer, Company shall recognize the signal as a valid Request to Opt Out and shall not retain, use, or disclose that Consumer's Personal Information.

3. **Assistance with Consumer Requests.** Each Party shall provide all assistance as is reasonably requested by the other Party to meet its obligations under Applicable Privacy Laws with respect to responding to individuals' Consumer Requests, including opt-out preference signals. Such assistance shall be promptly provided.
4. **Use and Retention of Personal Information.** Company represents and warrants that it will not: (a) for any purpose other than for the specific purpose of marketing the Specified Company Products/Services to the subject Consumers (the "Permitted Use"), retain any Personal Information; (b) use the Personal Information for any purpose other than for the Permitted Use; (c) disclose Personal Information for any purpose other than for the Permitted Use; or (d) combine the Personal Information with information that it receives from another individual and/or business entity.
5. **Security of Personal Information.** Company shall implement, maintain and apply, at its own cost and expense: (a) the technical and organizational security measures prescribed by Applicable Privacy Laws; and (b) without limiting the foregoing, and taking into account the nature of the Processing performed by it, the technical and organizational security measures necessary to secure the Personal Information against any Personal Information Breach.
6. **Personal Information Breach.** With respect to any Personal Information Breach, Company shall without undue delay and within seventy-two (72) hours of becoming aware of the Personal Information Breach: (a) notify NWMS of the Personal Information Breach and immediately and at its own expense investigate and take all steps necessary to identify, prevent and mitigate the effects of the Personal Information Breach. Without limiting the foregoing, Company shall fully reimburse, indemnify and hold NWMS harmless from and against any and all costs and/or losses that NWMS may incur as a result of the Personal Information Breach, including any and all costs associated with NWMS notifying affected individuals; and (b) to the extent practicable, without prejudicing the continued security of the Personal Information or any investigation into the Personal Information Breach, immediately provide NWMS with details of the Personal Information Breach, including identifying the portions of the Personal Information accessed, the identity of affected individuals, and such other and additional information as NWMS may reasonably request concerning the Personal Information Breach.
7. **Audit.** Without limiting NWMS's audit rights under the Agreement, during the term of the Agreement, Company shall: (a) make available to NWMS (and to third party auditors acting on NWMS's behalf), upon request, all information necessary to demonstrate Company's compliance with Applicable Privacy Laws and the requirements set forth in this Addendum; and (b) allow for and contribute to the audit and inspection of such material, including manual reviews and automated scans, as conducted by NWMS and its third party auditors.
8. **No Further Amendment.** Except as expressly amended hereby, the Agreement is in all respects ratified and confirmed and all the terms, conditions, and provisions thereof shall remain in full force and effect. This Addendum is limited precisely as written and shall not be deemed to be an amendment to any other term or condition of the Agreement or any of the documents referred to therein.
9. **Effect of Amendment.** This Addendum shall be a part of the Agreement for all purposes, and each party hereto and thereto shall be bound hereby. From and after the Addendum Effective Date, any reference to the Agreement is deemed a reference to the Agreement as amended hereby.
10. **Indemnification.** In addition to the indemnification obligations set forth under the Agreement, Company shall indemnify, defend, and hold harmless NWMS and its directors, officers, employees, members,

agents, successors and permitted assigns from and against any and all actual or threatened suits, claims, actions, causes of action, judgments, damages, liabilities, losses, costs and expenses (including, without limitation, court costs, litigation expenses and reasonable attorneys' fees) arising out of or related to the breach of this Addendum or any Applicable Privacy Law by Company.

11. **Electronic Signatures.** Company acknowledges and agrees that Company accepts this Addendum via electronic means rather than via traditional handwritten signature ("Electronic Acceptance"). Company acknowledges and agrees that by clicking on the submit button, or taking such other action as may be designated by NWMS as a means of accepting this Addendum, Company is submitting a legally binding electronic signature and is entering into a legally binding contract. Company acknowledges that Company's electronic submission constitutes Company's agreement and intent to be bound by this Addendum. Pursuant to any and all applicable statutes, regulations, rules, ordinances or other laws including, without limitation, the United States Electronic Signatures in Global and National Commerce Act, P.L. 106-229 (the "E-Sign Act") and other similar state and federal statutes, COMPANY HEREBY AGREES TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS AND OTHER RECORDS AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED THROUGH THE NWMS WEBSITE AND/OR SERVICES OFFERED BY NWMS. Further, Company hereby waives any rights and/or requirements under any statutes, regulations, rules, ordinances or other law in any jurisdiction which requires an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by other than electronic means. Company acknowledges and agrees that it has the ability to print information delivered to Company electronically, or otherwise knows how to store that information in a way that ensures that it remains accessible to Company in unchanged form.