

## WIZ PRIVACY ADDENDUM

This Privacy Addendum (“**Addendum**”) is entered into as of the date of the Agreement (the “**Effective Date**”) by and between the Wiz entity specified in the Agreement (“**Wiz**”) and the counterparty specified in the Agreement (“**Counterparty**”), (each, a “**Party**” and collectively, the “**Parties**”). This Addendum supplements and is part of the main agreement between the Parties which incorporates this Addendum by reference (the “**Agreement**”) and sets forth the Parties’ obligations with respect to the sharing and Processing of Personal Data in connection with the Agreement. In consideration of the mutual obligations set out herein, the Parties hereby agree that the terms and conditions set out below shall be added as an Addendum to the Agreement. Except as supplemented below, the terms of the Agreement shall remain in full force and effect. Capitalized terms not defined herein shall have the meanings assigned to such terms in the Agreement.

### 1. **Definitions.**

- i. “**Controller**” or “**Business**” as relevant under applicable Data Protection Laws, means the entity which determines the purposes and means of the Processing of Personal Data or such equivalent term under Data Protection Laws.
- ii. “**Data Protection Laws**” means all laws and regulations relating to data protection, security and privacy, including but not limited to the laws and regulations of the European Union, the EEA and their Member States, Switzerland, the United Kingdom, and the United States, each to the extent applicable to the Parties’ Processing of Personal Data under the Agreement.
- iii. “**Disclosing Party**” the Party that discloses Personal Data to the other Party under the Agreement.
- iv. “**EEA**” means the European Economic Area.
- v. “**Extended EEA Country**” means a country within the EEA, Switzerland or the United Kingdom, and Extended EEA Countries means the foregoing countries collectively.
- vi. “**Member State(s)**” means a country that belongs to the European Union and/or the EEA.
- vii. “**Personal Data**” means any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier or such equivalent term under Data Protection Laws. For the purposes of this Addendum, Personal Data refers to Personal Data that is disclosed between the Parties under the Agreement.
- viii. “**Standard Contractual Clauses**” or “**SCCs**” means the “standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council adopted by the European Commission decision of 4 June 2021” and published under document number C (2021) 3972 available at [https://eur-lex.europa.eu/eli/dec\\_impl/2021/914/oj?uri=CELEX:32021D0914&locale=en](https://eur-lex.europa.eu/eli/dec_impl/2021/914/oj?uri=CELEX:32021D0914&locale=en) and as may be otherwise amended or updated from time to time.
- ix. “**Receiving Party**” the Party that receives or discloses Personal Data from the other Party under the Agreement.

2. **Representations and Warranties.** The Parties acknowledge and agree that each Party acts as a separate Controller or Business of the Personal Data disclosed between the Parties under the Agreement. The Disclosing Party hereby represents, warrants and covenants to that: (a) it has obtained any and all required consents, rights, legal bases and/or licenses to collect and disclose the Personal Data to the Receiving Party for the purposes permitted under the Agreement, including, where applicable, to communicate with the leads, to send marketing and sales communications, and for other direct and digital marketing purposes; (b) the Personal Data has been legally collected by the Disclosing Party; and (c) it has complied and shall comply with any and all applicable laws (including, but not limited to Data Protection Laws) in the performance of its obligations hereunder and Processing of the Personal Data.

### 3. Data Privacy.

- i. **Restrictions on Use.** The Disclosing Party discloses Personal Data to the Receiving Party solely for the purposes permitted by the Agreement. The Receiving Party will comply with all applicable requirements of applicable Data Protection Law, including but not limited to by: (i) providing the same level of privacy protection to Personal Data as required the Disclosing Party under applicable Data Protection Law, and in no event less than a reasonable standard of care; (ii) providing any required disclosures, such as privacy policies, notices at collection, or opt out notices to consumers whose Personal Data the Receiving Party processes; and (iii) implementing appropriate technical and organizational measures to ensure a level of security for the Personal Data appropriate to the risk. The Disclosing Party shall have the right, upon reasonable notice to the Receiving Party, to take reasonable and appropriate steps to help ensure that the Receiving Party uses the Personal Data transferred in a manner consistent with Data Protection Laws and to stop and remediate unauthorized use of Personal Data. Each Party shall establish and maintain a procedure to enable individuals to exercise their rights under Data Protection Laws and shall provide reasonable assistance to the other Party in responding to any such requests; and will honor and notify the other Party of a request by any individual whose information is contained in the Personal Data to opt out of or withdraw consent to the Processing of their Personal Data. A Party shall notify the other Party if it makes a determination that it can no longer meet its obligations under this Addendum and in such case each Party shall be entitled to terminate the Agreement.
- ii. **Data Transfers.** To the extent that the Personal Data is subject to Data Protection Laws of an Extended EEA Country and as a result of the provision of such Personal Data by the Disclosing Party to the Receiving Party, there is a transfer of Personal Data from the Extended EEA Countries to countries outside the Extended EEA Countries which are not subject to an adequacy decision published by the relevant data protection authorities of the Extended EEA Countries (“**Third Countries**”), the Parties agree that such transfers shall be undertaken on the basis of Module 1 (Controller to Controller) of the Standard Contractual Clauses which will be deemed to have been signed by each Party on the Effective Date of the Agreement, are incorporated herein by reference and construed in accordance with **Schedule 1** below, unless another mechanism provided for in the Data Protection Laws of the applicable Extended EEA Country applies.

## Schedule 1

### 1. Incorporation and interpretation of the Standard Contractual Clauses

- i. In relation to transfers of Personal Data which is subject to Data Protection Laws of the EEA Extended Countries to Third Countries, the Parties agree that: Module One (Transfer Controller to Controller) of the Standard Contractual Clauses shall apply.
- ii. Where the data exporter is an Affiliate of the Disclosing Party, the Standard Contractual Clauses shall constitute a separate agreement between such Affiliate acting as a data exporter and the Disclosing Party acting as data importer.
- iii. The Parties acknowledge that the information required to be provided in the Standard Contractual Clauses, including the appendices, is set out in the Appendix below.
- iv. If there is a conflict between the provisions of this Addendum, the Agreement and the Standard Contractual Clauses, the Standard Contractual Clauses will prevail, provided that, except to the extent prohibited by applicable law, the Standard Contractual Clauses shall be interpreted in accordance with and subject this Addendum and the Agreement.
- v. If any provision or part-provision of this Addendum and/or the Agreement causes the Standard Contractual Clauses to become an invalid export mechanism in the relevant Extended EEA Country, it shall be deemed deleted but that shall not affect the validity and enforceability of the rest of this Addendum and/or the Agreement and the Parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- vi. Notwithstanding anything to the contrary, where the applicable Extended EEA Country where the data exporter is established or from where the transferred personal data originated is the UK, template Addendum B.1.0 issued by the UK ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as it is revised under Section 18 of those Mandatory Clauses, (the "UK Approved Addendum") shall amend the Standard Contractual Clauses in respect of such transfers and Part 1 of the UK Approved Addendum shall be populated as set out below:
  - i. Table 1. The "start date" will be the date this DPA enters into force. The "Parties" are set forth in the Appendix below.
  - ii. Table 2. The "Addendum EU SCCs" are the modules and clauses of the Standard Contractual Clauses selected in relation to a particular transfer in accordance with paragraphs 1.1 of this Schedule.
  - iii. Table 3. The "Appendix Information" is as set out in Appendix to this Schedule.
  - iv. Table 4. Neither party may end the UK Approved Addendum in accordance with its Section 19.
- vii. Except where paragraph 1.6 above applies, but notwithstanding anything else to the contrary, where the applicable Extended EEA Country where the data exporter is established or from where the transferred personal data originated is not a Member State of the European Union, references in the Standard Contractual Clauses to:
  - i. "Member States of the European Union" shall refer to the applicable Extended EEA Country in which the data exporter is established or from where the transferred Personal Data originated (as applicable);
  - ii. "the GDPR" shall refer to the Data Protection Laws of the Extended EEA Country in which the

data exporter is established or from where the Personal Data originated; and

- iii. "supervisory authority" shall refer to the data protection authority in the Extended EEA Country as determined in Annex I(C) below.

**Appendix**

<b>A. LIST OF THE PARTIES</b>	
<b>Data Exporter:</b>	Counterparty or Wiz or Counterparty or Wiz Affiliate, in each case to the extent applicable in respect of the specific transfer
<b>Data Importer:</b>	Counterparty or Wiz, in each case to the extent applicable in respect of the specific transfer
<b>B. DETAILS OF PROCESSING/TRANSFER</b>	
<b>CATEGORIES OF DATA SUBJECTS</b>	Leads, event attendees, prospective customers, partners or candidates (where applicable)
<b>CATEGORIES OF PERSONAL DATA</b>	Business contact information such as name, email address, phone number, role, company and/or where applicable candidate reference information including curriculum vitae and/or such other information provided by candidates within the recruitment process.
<b>SPECIAL CATEGORIES OF DATA (IF APPLICABLE)</b>	N/A
<b>FREQUENCY OF THE TRANSFER</b>	As regular as is required in connection with the Parties' performance of the Agreement
<b>NATURE AND PURPOSE OF THE PROCESSING</b>	The Personal Data will be processed in connection with the Parties' performance of the Agreement.
<b>RETENTION</b>	Personal Data will be retained in accordance with the data importer's retention policies.
<b>C. COMPETENT SUPERVISORY AUTHORITY</b>	

Identify the competent supervisory authority/ies in accordance with Clause 13:

(a) Where an EU Representative has not been appointed by data exporter, the competent supervisory authority shall be the supervisory authority of the Netherlands.

(b) Where the data exporter is established outside of the EU, but within an Extended EEA Country, the competent supervisory authority shall be the supervisory authority of the Extended EEA Country in which the data exporter is established.

(c) Where the data exporter is established outside an Extended EEA Country and the Personal Data originates from an Extended EEA Country which is not in the EU, the supervisory authority shall be the supervisory authority of the Extended EEA Country from which the Personal Data originated.

#### **D. GOVERNING LAW AND CHOICE OF FORUM**

##### **GOVERNING LAW**

For the purposes of Clause 17 of the Standard Contractual Clauses the Parties select OPTION 1:

(a) where the data exporter is established in the EU or otherwise if the personal data originates from the EU, the Parties select the laws of the Netherlands

(b) where the data exporter is established outside the EU but within an Extended EEA Country, the Parties select the laws of the Extended EEA Country where the data exporter is established

(c) subject to (a) above, where the data exporter is established outside an Extended EEA Country, the parties select the laws of the Extended EEA Country where the personal data originates from

##### **CHOICE OF FORUM**

For the purposes of Clause 18 of the SCCs:

1. where the data exporter is established in the EU or otherwise if the personal data originates from the EU, the Parties select the courts of the Netherlands

2. where the data exporter is established outside the EU but within an Extended EEA Country, the Parties select the courts of the Extended EEA Country in which the data exporter is established

1. subject to (a) above, where the data exporter is established

outside an Extended EEA Country, the parties select the courts of the Extended EEA Country where the personal data originates from

##### **TECHNICAL AND ORGANISATIONAL MEASURES**

Each Party shall have adequate security measures in order to protect the Personal Data in compliance with Data Protection Laws.

#### **E. OTHER**

Where the Standard Contractual Clauses identify optional provisions (or provisions with multiple options) the following will apply:

(a) For Clause 7 (Docking Clause), the optional provision will apply.

(b) For Clause 11(a) (Redress) – the optional provision will not apply.