

VENDOR AGREEMENT

This Vendor Agreement (this “Agreement”) is made and entered into as of the ____ day of _____, 20**23** by and between HALO Branded Solutions, Inc., a Delaware Corporation (“HALO”), and _____ and all of its affiliated, associated, and subsidiary companies (the “Vendor”).

Recitals

HALO, through one or more of its subsidiaries, desires to purchase certain products and services from the Vendor, and the Vendor desires to sell such and products and services to the HALO, all subject to the terms and conditions set forth herein.

Covenants

1. **Products/Services.** The terms and conditions of this Agreement shall apply to any products supplied to HALO or its subsidiaries by the Vendor (the “Products”) or services provided to HALO or its subsidiaries by the Vendor (“Services”).
2. **Sale.**
 - (a) Upon the delivery of the Products or Services, HALO shall pay to the Vendor the total price for the Products or Services on the terms as set forth on the purchase order. Unless otherwise specified on the purchase order, HALO shall not be required to purchase any particular volume of from the Vendor.
 - (b) For any Product featured in HALO’s print or online catalogs, a fee equal to one percent (1%) of the cumulative purchases of such Products is due to HALO annually (the “Program Placement Fee”). The Program Placement Fee will be determined based on purchases made by HALO between November 1 and October 31 each year. If Vendor fails to pay the Product Placement Fee by November 30 of each year, HALO may offset the amount of the Product Placement Fee against other amounts due to Vendor. Additionally, Supplier agrees to waive per-order setup charges for any Products placed in HALO print or online catalogs. Product placement is mutually agreed upon by HALO and supplier prior to inclusion in HALO client programs.
3. **Delivery.** The Vendor shall be responsible for delivery of the Products and/or Services, as instructed by HALO.
4. **Labeling.** The Vendor shall apply labels to each Product as required by any applicable federal, state or local law, rule or regulation or standard relating to product safety, testing, certification, labeling or warning applicable to the Products (including the U.S. Consumer Product Safety Act and California Proposition 65, each as amended) (collectively, “Standards”) and in any other form or manner reasonably requested by HALO.
5. **Representations and Warranties.**
 - (a) The Vendor represents and warrants to HALO that:
 - (i) each Product or Service delivered by the Vendor under this Agreement shall be: (i) of good quality and fit for the purpose for which its intended; (ii) free of any damage or defect; (iii) free of liens or other encumbrances; and (iv) compliant with all applicable Standards;

(ii) Vendor will comply with HALO's Compliance Standards, which are set forth on Exhibit A; and

(iii) Vendor will comply with the Data Privacy and Security Standards set forth on Exhibit B.

(b) HALO represents and warrants to Vendor that:

(i) HALO has the full right an authority to any trademarks, logos or designs it has furnished to Vendor and that it has secured the right, on behalf of Vendor, for Vendor to use such trademarks, logos or designs on any Product ordered by HALO.

Any breach or inaccuracy of the foregoing representations and warranties shall constitute a material breach of this Agreement.

6. **Recalls.** The Vendor shall have a process in place for handling recalls of any Products that are determined to be defective because of safety-related issues. The Vendor shall be responsible for all costs and expenses relating to the replacement or return of the recalled parts (including Products in HALO's inventory), including but not limited to the cost of providing suitable replacement products and shipping and handling expenses. Vendor will provide HALO with a formal recall plan upon request from HALO or HALO's clients.
7. **Indemnification.** To the fullest extent permitted by law, Vendor agrees to indemnify, defend and hold harmless HALO, its affiliates, their successors and assigns, and its and their respective officers, directors, employees, agents, and direct and indirect customers (collectively, the "Indemnitees"), from and against any and all actions, claims, liabilities, damages, judgments, settlements, investigations, penalties, deficiencies, losses, interest, awards, fines, costs, and expenses (including attorneys' and other professionals fees and expenses and the costs of enforcing this Agreement; of recalls, notices and other corrective action; and of pursuing relief from any insurance providers) (collectively, "Damages"), arising out of or related to (a) any allegation that Vendor has not complied, or the Products or Services do not comply, with any Standard; (b) an allegation that any of the Products or Services infringe any intellectual property right of a third party, including without limitation, patents, utility models, registered designs, or copyrights; (c) the unauthorized access, acquisition, exposure, use, encryption, deletion, corruption, disclosure or other such data breach affecting Vendor's systems; (d) the default or non-performance of Vendor of this Agreement (including any exhibit hereto) or any other agreement with HALO; or (e) any act, condition, event, fact or circumstance involving the Products or Services.
8. **Insurance.** During the term of this Agreement, the Vendor shall maintain commercial general liability insurance including product liability and contractual liability coverage with an insurance company admitted in and licensed to be doing business in the United States of America rated at least A-VII by A.M. Best, with a limit of no less than \$1 million per occurrence and \$2 million in the aggregate. Vendor's insurance policy shall (i) list HALO as an additional insured and (ii) contain an endorsement requiring thirty (30) days written notice to HALO prior to any cancellation, lapse, or non-renewal, or any reduction in the amount of coverage. The Vendor's insurance policy shall be considered primary and non-contributory to any other valid and collectable insurance. The Vendor's insurance shall waive subrogation as to HALO. The Vendor shall produce to HALO a certificate of insurance evidencing the required coverage under this Agreement within five (5) business days of execution of this Agreement and annual thereafter and/or upon the request of HALO. The Vendor shall also, upon request of HALO, provide a certified copy of the underlying insurance policy(s) and endorsements as required by this Agreement.

9. **Confidentiality/Non-Contact.**

(a) During the term, either party (the “Receiving Party”) might receive Confidential Information (defined below) from the other party (the “Disclosing Party”). The term “Confidential Information” shall mean any and all confidential or proprietary information relating to this Agreement or the activities conducted under this Agreement, including, without limitation: (a) the terms of this Agreement and the communications between the parties; (b) the fact that Vendor provides Products or Services to HALO or any of HALO’s customers; (c) compilations, data, databases, techniques, trade secrets, technical information, knowledge and know-how regarding specifications, manufacturing, methods, standards, processes and operating procedures; (d) client-owned trademarks, marks, indices or other such intellectual property that is not in the public domain; and (e) customer lists, financial, marketing, design and business information; provided, however, that the following shall be excluded from the meaning of Confidential Information: (i) any information which is already in the public domain before the Receiving Party receives such information from the Disclosing Party; (ii) any information which becomes part of the public domain through no breach of this Agreement by the Receiving Party; or (iii) any information which is required to be disclosed by a court of law, provided that the Receiving Party shall notify the Disclosing Party of any such requirement in a timely manner so that the Disclosing Party is afforded a reasonable opportunity to seek an appropriate protective order.

(b) During and after the term, the parties shall keep and maintain in confidence, the Confidential Information received from the other party. During and after the Term, the Receiving Party shall not, directly or indirectly: (a) disclose the Confidential Information of the Disclosing Party to any third party who has not signed a written confidentiality agreement, which contains the terms of this Section for the benefit of the Disclosing Party; or (b) use the Confidential Information of the Disclosing Party for any purpose other than the purposes of performing its obligations under this Agreement. Within fifteen (15) days after either party's written request following the termination of this Agreement, the other party shall deliver to the requesting party, all of the Confidential Information received from the requesting party.

(c) Vendor’s sole point of contact regarding the Products or Services is HALO and authorized HALO representatives. Under no circumstance may Vendor directly contact any known customer of HALO without the express written consent of a senior executive of HALO or authorized representative of HALO.

10. **Audit Rights.** Upon reasonable notice and during normal business hours, HALO or its agents shall have the right to conduct audits of the Vendor’s facilities and records to confirm compliance with the terms of this Agreement. Such audits shall be at the expense of HALO unless the audit reveals a material noncompliance by the Vendor (in which case, the Vendor will reimburse HALO for such expenses).

11. **Term.** The term of this Agreement shall continue so long as Vendor provides HALO with Products or Services. The rights and obligation of the parties under Sections 6 (Recalls), 7 (Indemnification), 8 (Insurance), 9 (Confidentiality), 10 (Audits) and Exhibit B (Data Privacy and Security Standards) shall survive termination of this Agreement.

12. **Notices.** Any notice, request, information or other document to be given hereunder shall be in writing or submitted via email to Supplier.Relations@Halo.com. Any notice, request, information or other document shall be deemed duly given one business day after it is sent through a reputable international courier company or by overnight mail, addressed to the respective party at its address specified under its signature below. Any party may change the address to which notices hereunder

are to be sent to it by giving written notice of such change of address in the manner herein provided for giving notice.

13. **Miscellaneous.**

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts made and to be performed wholly therein.

(b) This Agreement is deemed to have been drafted jointly by the parties and any uncertainty or ambiguity shall not be construed for or against any party as a result of the attribution of drafting to any party. In the event of any discrepancy between this Agreement and the applicable invoice for a Product, the provisions of this Agreement shall control.

(c) The Vendor's rights and obligations under this Agreement shall not be assigned or delegated, by operation of law or otherwise, without the prior written consent of HALO.

(d) The parties hereto shall at all times act as, and be deemed to be, independent contractors. The Vendor shall not be considered an employee, joint venture agent or partner of HALO. Neither party is authorized to assume or create any obligation on behalf of the other party.

(e) This Agreement contains the entire understanding between the parties as it relates to the Products and Services and supersedes any previous agreements or understandings between the parties relating to the supply of Products and Services. No terms, provisions or conditions of any purchase order, acknowledgment or other business form or contract that either party may use in connection with this Agreement will have any effect on the rights, duties, or obligations of the parties under, or otherwise modify, this Agreement, and each party hereby continuously objects to any such terms, provisions or conditions.

IN WITNESS WHEREOF, the undersigned, duly authorized and intending to be legally bound, have caused this Agreement to be executed and delivered as of the day and year first above written.

HALO BRANDED SOLUTIONS, INC.

VENDOR



By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Address: 1500 HALO WAY
Sterling, Illinois 61081
Attention: Supplier Relations
Supplier.Relations@halo.com

Address: _____

EXHIBIT A

COMPLIANCE STANDARDS

Overview

HALO is committed to offering safe and compliant product, honoring ethical values, protecting the environment, and respecting all the people within our supply chain. These principles are at the core of our business operations, especially our preferred supplier program and annual vendor on-boarding process. We expect Vendor to be transparent about its efforts to uphold these commitments.

These standards provide a clear overview of HALO's product compliance expectations. Please review our expectations carefully. Our program is based on a continuous improvement model, so please identify any areas of the following requirements that your company is not able to meet or uphold and our Compliance Team will work with you to address.

Any questions regarding these standards should be addressed to Supplier.Relations@halo.com.

Compliance Requirements:

- A. HALO's Zero Tolerance Policy** - Zero Tolerance Standards are the cornerstones of our Compliance Program. We will achieve these standards in all areas of our business, and we require that all domestic suppliers, agents and factories (hereinafter "Suppliers") seeking to become approved by HALO demonstrate in writing and practice a shared, relentless commitment to these standards.
1. **Transparency and Access** – All Suppliers are required to provide transparency into their operations, policies, processes, and relevant records, either directly or to our designated third party. This includes granting HALO access to relevant records and documentation for review. For specified orders, factories must be willing to work with HALO to disclose the identity, physical location, and ownership of all pertinent manufacturing locations, including sub-contractors. Suppliers must allow inspection of their records and facilities including confidential employee interviews by HALO, third party auditors or a client of HALO to verify compliance with our expectations.
 2. **Child Labor** – Suppliers must observe all legal requirements and local laws regarding the work of authorized minors, including, but not limited to, those pertaining to hours of work, wages, age, minimum education and working conditions.
 3. **No Forced Labor** – Suppliers may not, under any circumstances, utilize slave labor, exploited bonded labor, indentured labor or involuntary convict labor.
 4. **Bribery** – Suppliers are expected to strictly comply with the anti-bribery laws of the United States and of the foreign countries where HALO does business. Our bribery policy prohibits giving, promising, or offering a bribe in any form or any amount. We expect Suppliers will never, directly or indirectly, offer, authorize, give, or promise any form of bribe or kickback to any person in connection with HALO's business. A "bribe" is any money, favor, or anything of value used to influence or ensure a particular result or action. A bribe does not have to be cash; it could also be paying an inflated price to purchase products or services, or it could be providing lavish entertainment. Any hospitality must be lawful and reasonable in value and frequency and must always have a valid business purpose. A "kickback" is the return of money already paid or due to be paid as part of a contract as a reward for making business arrangements.
 5. **Harassment** – Suppliers must treat all workers with respect and dignity. No worker shall be subject to corporal punishment, physical, sexual, psychological, or verbal harassment or abuse. In addition, Suppliers will not use monetary fines as a disciplinary practice.

6. **Commitment to Continuous Improvement** – HALO expects Suppliers to demonstrate a commitment to continuous improvement in the areas of social and environmental accountability, product quality and safety, security of goods and compliance with applicable regulatory laws.

B. HALO Supplier Code of Conduct – The following Code of Conduct applies to all Suppliers. Suppliers are required to adhere to the HALO Code of Conduct in writing and in practice.

1. Worker Treatment Rights

- a) **Health and Safety Conditions** – All applicable laws and regulations for safety and health will be followed. Proper sanitation, lighting, ventilation and fire safety protection will be provided. OSHA or other prevailing national law will be followed.
- b) **No Discrimination** – No discrimination in hiring and employment practices on the basis of age, nationality, race, religion, social, sexual or ethnic orientation, gender or disability will be permitted.
- c) **Freedom of Association** – The rights of employees to associate or organize, or join a union without fear of reprisal or interference will be respected. If employees are represented by a union recognized under law, their right to bargain collectively will be recognized.
- d) **Subcontractors and Sources** – All businesses that support our business as subcontractors, manufacturers or sources of goods will comply with the expectations defined within this document. Subcontractors and factories will comply with all applicable laws. We will expect those businesses to develop and implement internal business procedures to ensure compliance with our policy.
- e) **Discipline and Termination** – Monetary fines, physical, sexual or verbal harassment or abuse will not be employed to discipline employees. Applicable laws regarding employee termination will be followed.
- f) **Employment Policy** – Applicable employment laws will be followed, available, communicated and posted in a formal fashion to employees. In the absence of law in a particular location relating to safety, labor, employment, and environment or working conditions, the spirit and intent of these policies shall be met.
- g) **Grievance Procedures** – Fair and reasonable grievance procedures will be established and followed without consequence to involved workers. Procedures will be documented and properly explained to employees upon being hired.

2. Workers Hours and Compensation

- a) **Regular and Overtime Wages** – Regular and overtime wages will meet local minimum wage requirements and be paid on a regular and scheduled basis. Exceptions to overtime and similar wage laws permitted by local authorities shall be clearly documented and communicated to employees. No disciplinary deductions shall be permitted.
- b) **Hours and Wages** – Suppliers with whom we do business must comply with all applicable labor laws, rules and regulations including those covering the withholding of payment, excessive working hours, and underpayment of wages.
- c) **Benefits** – At a minimum, benefits will be provided per local law without disproportionate payroll deductions.
- d) **Payroll Practices** – Payroll practices will include worker access to their complete personal earnings records, kept according to generally accepted accounting principles. The practice of “double books” is not acceptable.
- e) **Working Hours** – Workers must not work more hours in one week than allowable under applicable laws. Workers must be allowed at least one uninterrupted, 24-hour rest period after every 6 consecutive days worked.
- f) **Employee Education** – Employees will be clearly educated and have a clear understanding of how regular and overtime rates are accrued and paid, and how benefits are administered.

3. Product Quality

- a) **Manufacturing Practices** – Suppliers will have a Quality Management System (QMS) or similar program in place that they are willing to share with HALO and that addresses the following areas of quality and control.
 - i) A documented protocol for validating product prior to the commencement of manufacture, whether a new product or a new manufacturing facility.
 - ii) A documented protocol for assuring and communicating continuous adherence to quality and performance standards related to the company's product line.
 - iii) A documented protocol for validating conformance of finished product with approved product.
 - iv) A documented manufacturing site selection program.
 - v) Quality compliance-related accountabilities assigned to a senior position.
- b) **Inspection** – Suppliers will have adequate, transparent inspection processes that address pre-production, production and post-production phases of manufacturing.

4. Product Safety

- a) **Safety Regulations** – All applicable Laws regarding safety of products will be followed. All applicable, material and well recognized voluntary industry standards for products and processes will be followed.
- b) **Process Management** – Suppliers will have documented process management in place to ensure product safety.
- c) **Product Design** – Safety hazards shall be considered in pre-production and approval phases to eliminate potential design based risks.
- d) **Restricted Substances** – Materials will be reviewed and tested as appropriate to ensure use of restricted substances is minimized, eliminated or when necessary, fully disclosed. A copy of an industry recognized list of restricted substances will be provided by HALO upon request.
- e) **Product Regulatory Compliance** – Products are being produced and checked for quality in conjunction with a compliance checklist.
- f) **Subcontracting** – HALO will not tolerate subcontracting without prior written consent.
- g) **Product Testing** – Suppliers will have product testing specifications and procedures documented and in place with applicable tests results available upon request. If test results are unavailable or found to be obsolete (older than one year), the factory will be prepared to test a product in accordance with all applicable U.S. and international product safety laws, rules, guidelines, and regulations. The Supplier will also make available (at request) material safety data sheets (MSDS) for production ingredients, and a documented production testing plan ensuring that no material or structural changes take place during the production process.

5. Supply Chain Security

- a) **Personnel Security** – A process and procedure will be in place and documented to ensure the workforce is properly and legally identified.
- b) **Access Control** – Process, procedures, and proper personnel will be in place to monitor and ensure only approved personnel and guests are allowed entry and exit to the facility.
- c) **Information Technology Security** – Process and procedures will be in place and documented for securing electronic communications and data transmission.
- d) **Cargo Security** – Suppliers must certify that its facilities and factory sources are secure.

6. Environmental Compliance

- a) **Worker Health and Safety** – Suppliers must provide a safe and healthy work environment consistent with international standards and local law. OSHA or local law is followed in environmental policy, procedures, and protocols.
- b) **Manufacturing Processes** – All applicable environmental laws and regulations will be followed. The environmental footprint, (i.e., energy, water and waste systems) related to manufacturing activities will be considered and managed to minimize the adverse impact on the environment.

- c) **Materials Handling** – A documented protocol and process for the handling and control of hazardous substances is in place. First aid procedures and handling instructions will be visibly placed near storage or use of hazardous substances.

C. Supplier Product Recall Policy

1. Supplier has established procedures to investigate a product defect and to stop sales and distribution as quickly as possible in the event that a product must be recalled. Supplier has identified key personnel that should be notified if a product recall is required and created channels to expedite internal processes that will isolate product, investigate a potential defect, determine if a recall is needed, identify customers who have received the product and work with the appropriate government agencies on corrective and preventative actions. Details of a product recall press release and customer notification are to be developed and finalized in collaboration with the Consumer Product Safety Commission. The recall procedures will be formalized and made available to HALO upon request by HALO or HALO's clients.
2. Supplier can provide a recall process manual that includes roles for various entities within the supplier firm; processes and procedures that will aid in the identification of defective products and the associated orders; and perform mock recalls so that in case of the unlikely event that a recall happens, the supplier will be able to meet legal obligations. Examples of recall manuals:
<http://www.ppai.org/media/1459/pr-recall-ppai-product-recall-manual.pdf>
<http://www.cpsc.gov/PageFiles/106141/8002.pdf>
3. Supplier will alert HALO immediately to any hazards that pertain to Products purchased or that are in the process of being purchased. In this context, product hazards include:
 - a) Products that fail to comply with an applicable consumer product safety rule or with a voluntary consumer product safety standards for the markets they are being sold.
 - b) Products that contain a defect which could create a substantial product hazard.
 - c) Products that create an unreasonable risk of serious injury or death.
 - d) Products less than 1.75" in diameter that caused a child (regardless of age) to choke, die, suffer serious injury, ceased breathing for any length of time or was treated by a medical professional.
4. In the event of a potential Product safety issue or recall, Supplier will provide HALO with all PO number(s) and any other pertinent information related to the Product and order(s). Supplier must notify HALO no less than 48 hours prior to releasing any official press releases so that HALO will be able to determine how to proceed.
5. If HALO discovers the product safety issue or defect, notice will be provided to Supplier. If the issue is deemed to warrant a recall, in HALO's reasonable opinion, HALO reserves the right to provide a copy of that notification to the appropriate federal agency (CPSC, FDA, etc.).
6. If HALO discovers that a product sourced on its behalf presents a risk of injury to consumers or a risk to HALO's or their client's reputation, or if HALO receives a notice ordering the withdrawal, discontinuance, removal or recall of any product from the market by a government or governmental agency, a regulatory body, court or the like, then HALO has the unconditional right to withdraw its approval and require Supplier to act immediately and dispose of all such Products in accordance with the section below. If HALO is ordered to recall products due to Supplier's failure to comply with this policy, this action constitutes a material breach of this policy.
7. Destruction of Product: Upon termination of this Agreement or any purchase order, the rejection of Products pursuant to this Agreement, or recall of any Product, HALO will have the right to require the Supplier to destroy Products in the Supplier's possession at the time of such termination or rejection, as well as any components or raw materials bearing HALO's or HALO's clients trademarks, trade names or logos. Supplier will complete such destruction at their expense except where the product is compliant with this agreement and in a manner reasonably acceptable to HALO. Upon request, Supplier will provide HALO with a certificate of destruction, photographs and other evidence of the destruction in a form acceptable to HALO. HALO to witness such destruction.

EXHIBIT B

DATA PRIVACY AND SECURITY STANDARDS

1. **DEFINITIONS.** Capitalized terms used in this Exhibit that are not otherwise defined herein will have the same meaning ascribed to them as set forth in the Agreement.

“Appropriate Safeguards” means technical, physical, and organizational measures, standards, requirements, specifications, or obligations designed to ensure a level of security appropriate to the risks presented by the Processing and the nature of the Personal Data to be protected. Appropriate Safeguards shall include, but not be limited to, training Vendor’s employees on the Appropriate Safeguards; maintaining a written information security program; and implementing commercially reasonable administrative, technical, and physical safeguards to protect Personal Data that Vendor receives, creates, maintains, or transmits for or on behalf of HALO.

“Applicable Data Protection Laws” means all international, federal, state, and local laws, regulations, and rules issued by any government, agency, or authority relating to privacy and data protection that are applicable to the Personal Data.

“CCPA” means the California Consumer Privacy Act of 2018 and any implementing regulations.

“Data Controller” means an entity which, alone or jointly with others, determines the purposes and means of Processing of Personal Data.

“Data Processor” means an entity which Processes Personal Data on behalf of a Data Controller.

“Data Security Incident” means any breach of security, action, incident, or event resulting in the destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data that are Processed pursuant to the Agreement.

“Data Subject” means an individual who, under Applicable Data Protection Laws, has rights with respect to Personal Data and where such rights arise under such Applicable Data Protection Laws.

“Data Subject Requests” means a request made by a Data Subject to exercise any of the Data Subject’s rights under Applicable Data Protection Laws.

“EEA Personal Data” means Personal Data concerning a Data Subject located in the European Economic Area.

“GDPR” means the General Data Protection Regulation (“GDPR”) (Regulation (EU) 2016/679 and any successor legislation imposing equivalent obligations).

“Personal Data” means (1) an individual’s first name and last name, or the first initial and last name in combination with any one or more the following data elements that relate to such individual: (a) Social Security number; (b) driver’s license number or state-issued identification card number, or passport number; or (c) financial account number, or credit or debit card number, with or without required security or access code, or personal identification number or password; and (2) personally identifiable information from “education records,” as defined by the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 C.F.R. Part 99), shall which includes, but is not limited to, all records directly related to a student maintained by HALO, or an authorized agent of HALO; personal data, as defined by the GDPR; “personal information,” as defined by the CCPA; and (3) any other information relating to an identified or identifiable individual that is protected under Applicable Data Protection Laws.

“Processing” or “Process” means any operation or set of operations concerning Personal Data, whether or not by automated means, including the collection, recording, organization, storage, updating, modification, retrieval, consultation, use, disclosure, dissemination by means of transmission, distribution or making available in any other form, merging, linking, as well as blocking, erasure, or destruction of Personal Data.

“Remediation Efforts” means, with respect to any Data Security Incident, activities designed to remedy a Data Security Incident that may be required by applicable law or HALO’s policies and procedures or which may otherwise appropriate under the circumstances of such Data Security Incident. Remediation Efforts may include, without limitation: (i) development and delivery of legal notices to affected parties as may be required by applicable law or as otherwise appropriate; (ii) operation of toll-free or dedicated telephone numbers or websites for affected individuals; (iii) provision of free credit reports, credit monitoring, and credit or identity repair services for affected individuals; (iv) provision of identity theft insurance for affected individuals; (v) cooperation with and response to regulatory inquiries or litigation with respect to such Data Security Incident; (vi) performing an investigation into the root cause of the Data Security Incident; and (vii) taking reasonable and appropriate steps to contain and eradicate the Data Security Incident and remediate vulnerabilities to prevent similar incidents.

“Sub-Processor” means another Data Processor used by Vendor to perform the Processing of Personal Data on behalf of HALO.

“Supervisory Authority” means any entity responsible for administering the Applicable Data Protection Laws.

2. VENDOR’S OBLIGATIONS

2.1. Processing of Personal Data. Vendor may be required to Process Personal Data in connection with the Agreement. Vendor shall use, disclose, and otherwise Process Personal Data only pursuant to the HALO’s documented instructions or when required by applicable law or a legal process. If Vendor is legally required to Process Personal Data otherwise than as instructed by HALO, it shall notify HALO before such Processing occurs, unless the law requiring such Processing prohibits Vendor from doing so. Vendor will employ reasonable efforts to ensure that the Personal Data it Processes is accurate and complete. Vendor shall limit access to HALO’s Personal Data to those employees who have a need to know and a access HALO’s Personal Data for the performance of the Processing undertaken pursuant to the Agreement. Vendor shall further provide its employees with appropriate training on their responsibilities regarding protecting and safeguarding the confidentiality of Personal Data.

2.2. Data Security Incidents Vendor shall notify HALO immediately of any actual or suspected Data Security Incident and provide HALO with a written report within forty-eight (48) hours of the occurrence of any Data Security Incident, which shall include known relevant information regarding the Data Security Incident, its likely consequences and the steps taken by Vendor to mitigate the effects. Vendor will provide regular updates to such report as new information is discovered. At its expense, Vendor shall investigate take all necessary steps to eliminate or contain the exposures that led to such Data Security Incident in accordance with Appropriate Safeguards and applicable laws. Vendor shall (i) at HALO’s sole discretion, either undertake Remediation Efforts at Vendor’s sole expense or reimburse HALO for HALO’s reasonable costs and expenses in connection with undertaking Remediation Efforts; and (ii) ensure that Vendor’s plan for undertaking any Remediation Efforts includes elements aimed at preventing the recurrence of the same or similar type of Data Security Incident.

2.3. Deletion or Return of Personal Data. Once the Personal Data is no longer necessary for Vendor's the performance under the Agreement, Vendor shall securely destroy or return all Personal Data to HALO and delete existing copies (except as required by law). In any case, Vendor shall continue to ensure the confidentiality and security of all such Personal Data and all related terms of this Agreement so long as Vendor has access to such Personal Data.

3. VENDOR'S OBLIGATIONS UNDER CCPA

3.1. Applicability of CCPA. To the extent Vendor collects, uses, discloses, or otherwise Processes the Personal Data of California residents, Vendor shall be responsible for complying with all applicable provisions of CCPA and the requirements of this Section no later than the effective date of the CCPA. To extent the CCPA is applicable, Vendor is a "service provider" as such term is defined by the CCPA.

3.2. Processing Restrictions. Vendor shall use, disclose, transfer, and otherwise Process California residents' Personal Data only as necessary to perform its obligations under the Agreement or comply with applicable law. Vendor is prohibited from selling and will not sell California residents' Personal Data, as the term "sell" is defined by CCPA. Vendor may only Process California residents' Personal Data in furtherance of the Agreement. Vendor must comply with all written instructions from HALO regarding its Processing of California residents' Personal Data. Vendor acknowledges that it has given no consideration (monetary or otherwise) for any disclosure or transfer of California residents' Personal Data from HALO to Vendor and any such disclosure or transfer is performed for the sole purpose of facilitating performance of the Agreement.

4. VENDOR'S OBLIGATIONS UNDER GDPR

4.1. Applicability of GDPR. To the extent Vendor collects, uses, discloses, or otherwise Processes EEA Personal Data, Vendor shall be responsible for complying with all applicable provisions of GDPR and the requirements of this Section 5. To the extent GDPR is applicable HALO is the Data Controller and Vendor is the Data Processor, which Processes Personal Data on HALO's behalf. Vendor agree that if it Processes Personal Data in a different manner than instructed by HALO in accordance with the Agreement, the Vendor shall be considered a Data Controller and shall be subject to all requirements resulting from such Applicable Data Protection Laws.

4.2. Use of Sub-Processors. HALO agrees Vendor may engage Sub-Processors to Process Personal Data. Any such Sub-Processor will be permitted to Process Personal Data only in connection with this Agreement and for no other purpose. Vendor will ensure that each Sub-Processor has entered into a written agreement containing terms no less protective than in this Agreement. Vendor shall be liable for the acts and omissions of any Sub-Processor to the same extent as if the acts and omissions were performed by Vendor. Upon request, Vendor will provide a list of its current Sub-Processors to HALO and a summary the data processing terms. Vendor will notify HALO prior to authorizing any new Sub-Processor, and in the event HALO reasonably objects to such Sub-Processor, work in good faith to resolve such objection.

4.3. Appropriate Safeguards. Vendor represents and warrants that it has implemented Appropriate Safeguards in such a manner that it will ensure the ongoing confidentiality, integrity, and availability of Personal Data.

4.4. Data Protection Impact Assessment and Prior Consultation. To the extent that HALO requires additional assistance to meet its obligations under Articles 35 and 36 of the GDPR to carry out a data protection impact assessment and prior consultation with the competent supervisory authority

related to HALO's Processing activities, Vendor will, taking into account the nature of the Processing and the information available to Vendor, provide reasonable assistance to HALO.

- 4.5. Records of Processing.** Vendor shall maintain complete, accurate, and up-to-date written records of Processing activities carried out on behalf of HALO, which contain information as required under GDPR and any other Applicable Data Protection Laws. Vendor shall make such information and records available to HALO upon request and in a timely manner.
- 4.6. Data Subject Requests.** At no cost to HALO, Vendor will: (i) provide HALO the ability to correct or delete Personal Data or restrict its Processing (and make such corrections, deletions or restriction requests on HALO's behalf; (ii) notify any relevant Sub-Processor of any request made pursuant (i) and ensure that the Sub Processor complies with such request; (iii) provide reasonable assistance in making such Personal Data available to HALO upon HALO's request; (iv) with respect to Data Subjects' data portability requests, Vendor will provide such Personal Data in a structured, commonly used, and machine-readable format upon HALO's request; and (v) notify HALO of any Data Subject Request received directly from a Data Subject and redirect that Data Subject to HALO. Vendor shall assist HALO by taking all appropriate technical and organizational measures so that HALO is able to respond to Data Subject Requests.