

Master Services Agreement

Current as of
Sep 17, 2025

This Master Services Agreement (together with any applicable Order Form(s), this "Agreement"), effective as of the customer's subscription start date (the "Effective Date"), is by and between Profit.co, a Delaware LLC, with office located at 5717 Legacy Drive, Suite 250, Plano TX, 75024 ("Provider"), and <Customer> a [Country, state, incorporation type] with offices located at [official address] ("Customer"). Provider and Customer may be referred to herein collectively as the "Parties" or individually as a "Party." In consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions.

- (a) "Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control by either party. For purposes of the preceding sentence, "control" means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.
- (b) "Authorized User" means Customer's and its Affiliates' employees, consultants, contractors, and agents who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Agreement.
- (c) "Customer Data" means information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Services.
- (d) "Documentation" means Provider's user manuals and guides relating to the Services.
- (e) "Order Form" means the ordering documents under which Customer subscribes to the Services, which is fully executed pursuant to this Agreement.
- (f) "Provider IP" means the Services, the Documentation, and any and all intellectual property provided by Provider to Customer in connection with the foregoing. For the avoidance of doubt, Provider IP does not include Customer Data or derivatives thereof.
- (g) "Services" means Provider's offerings set forth in the Order Form.

2. Services Access and Use.

- (a) Provision of Access. Provider hereby grants Customer, for itself and its Affiliates, a non-exclusive, non-transferable (except as expressly permitted herein) right to access and use the Services during the applicable Order Form Term, solely for use by Authorized Users in accordance with the terms and conditions herein.
- (b) Use Restrictions. Customer shall not use the Services for any purposes beyond the scope of the access granted in this Agreement and the applicable Order Form(s). Customer shall not, unless expressly permitted by Provider: (i) copy, modify, or create derivative works of the Services or Documentation; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services or Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services; or (iv) remove

any proprietary notices from the Services or Documentation. Customer shall take reasonable measures to avoid introducing any viruses or other malicious code into the Services.

3. Service Levels and Support.

Provider shall make the Services available in accordance with the service levels set out in Exhibit B. Provider will maintain a comprehensive, industry standard disaster recovery plan ("Plan") that it will implement in the event of unplanned interruption of the Services. This Plan includes: (i) geographic diversity of data center locations (and which are on separate grids); (ii) diverse routing of communication circuits; and (iii) recovery to an alternate data center location with target RTOs and RPOs that are appropriate for the nature of the relevant component of the Services. Provider shall update its Plan as necessary to maintain compliance with prevailing industry standards, and shall provide a summary of the Plan and any updates to Customer upon request. Provider will perform annual disaster recovery testing, and shall provide Customer with a summary of results upon request. Summaries of the Plan and disaster recovery testing are Provider's Confidential Information.

4. Fees and Payment.

(a) Fees. Customer shall pay Provider the fees set forth in the Order Form ("Fees"). Provider shall invoice Customers for all Fees in accordance with the invoicing schedule and requirements set forth in the Order Form. Unless otherwise set forth in the Order Form, Customer shall pay all undisputed invoices within 60 days after Customer's receipt of invoice. Customer may withhold Fees that Customer disputes in good faith, pending resolution of such dispute, provided that Customer: (i) timely renders all payments and amounts that are not in dispute; (ii) notifies Provider of the dispute by the due date for payment, specifying in such notice the amount in dispute and the reason for the dispute; (iii) works with Provider in good faith to promptly resolve the dispute; and (iv) promptly pays any amount determined to be payable by resolution of the dispute. Provider shall not fail to perform any obligation hereunder by reason of Customer's good faith withholding of Fees in accordance with this Section.

(b) Taxes. Customer is responsible for sales, use, and excise taxes, and any other similar taxes and duties imposed by any federal, state, or local governmental or regulatory authority on amounts payable by Customer for the Services. Provider is responsible for any taxes and duties imposed on or with respect to Provider's income and personnel.

5. Confidential Information.

From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media/in written or electronic form or media, and whether or not marked, designated, or otherwise identified as "confidential" (collectively, "Confidential Information"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) already known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a Provider; or (d) independently developed by the receiving Party. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees who have a need to know the

Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order. On the expiration or termination of the Agreement, the receiving Party shall promptly destroy or cause to be destroyed all copies of Confidential Information and if requested by the disclosing Party, certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will survive termination of the Agreement. Each party may retain confidential Information for a reasonable period of time following termination, but only if and to the extent necessary for commercially reasonable legal and business recordkeeping purposes, and provided that such retained confidential information is destroyed as soon as retention is no longer necessary to fulfill such purposes. All confidentiality obligations continue to apply to any such retained confidential information. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under this Section could cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

Provider shall comply with the security measures set forth in Exhibit C.

5.1. Information Security

Providers will at all times employ reasonable information security measures to protect Customer's Confidential Information (the "**Security Measures**"), including but not limited to, those measures set out in **EXHIBIT D** to this Agreement. Customers may, upon notice in writing, audit the Security Measures or request information relating to the Security Measures, including any SOC 2, Type 2 audit reports produced by Provider's external auditors. Customer's exercise of its audit rights shall be subject to the audit provisions of Exhibit C to this [Agreement/Addendum]. **Provider** may release its annual SOC 2, Type 2 audit report to Customer contingent on Customer's execution of **Provider's** standard Non-Disclosure Agreement applicable to external audit reports. "**Confidential Information**" means non-public information Customer provides to **Provider**, including information provided before entering into this Agreement, including Personal Information. "**Information Systems**" refers to information technology, processes and resources used in the collection, processing, storage, use, sharing, dissemination and disposal of information. "**Personal Information**" means Customer information covered under Privacy Laws, or information by which an individual can be identified, whether or not publicly available, and includes employee and customer information. "**Privacy Laws**" means the (i) *Personal Information Protection and Electronic Documents Act* (Canada), as amended, and its implementing guidelines and regulations, and (ii) other laws on privacy or protection of personal information applicable to, or guidance issued by a regulator having authority over Customer.

6. Intellectual Property.

(a) Provider IP. Customer acknowledges that, as between Customer and Provider, Provider owns and retains all right, title, and interest, including all intellectual property rights, in and to the Provider IP.

(b) Customer Data. Provider acknowledges that, as between Provider and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data and all derivatives thereof. Customer hereby grants to Provider a non-exclusive, royalty-free, non-transferable (except as expressly permitted herein) license to use the Customer Data during the Order Form Term solely to the extent necessary for Provider to provide the Services to Customer.

(c) Aggregate Data. Provider may collect and use data regarding use and performance of the Services, provided that such data (i) is aggregated with the data of other customers, (ii) is irreversibly de-identified (i.e., cannot identify Customer, Authorized Users, or any other person or entity associated with Customer), and (iii) does not contain and is not derived from Customer Data or Customer Confidential Information.

7. Warranties and Warranty Disclaimer.

(a) Each Party represents and warrants that it has all rights, licenses, and permits necessary to enter into this Agreement and perform its obligations hereunder.

(b) Provider warrants that during the Term of this Agreement (i) the Services will conform in all material respects to the specifications set forth in the Order Form; (ii) the Services will be provided in accordance with prevailing industry standards; (iii) the Services will be provided by personnel with the requisite skills, training, experience, and qualifications, and who have passed industry standard background checks; (iv) Provider takes reasonable measures to prevent the Services from containing and/or transmitting viruses and other malicious code; and (v) Provider uses reasonable quality assurance tools and processes designed to detect and prevent errors in the Services.

(c) EXCEPT FOR THE WARRANTIES SET FORTH IN THIS AGREEMENT, PROVIDER HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. PROVIDER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

8. Indemnification.

(a) Provider shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("Losses") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("Third-Party Claim") that the Provider IP, or any use of the Services in accordance with this Agreement, infringes or misappropriates such Provider's intellectual property rights, provided that Customer promptly notifies Provider in writing of the claim, reasonably cooperates with Provider at Provider's expense, and allows Provider sole authority to control the defense and settlement of such claim (provided, however, that Provider shall not enter into a settlement that prejudices the rights of Customer or admits fault or liability of Customer). If an infringement claim regarding the Services is made or appears likely, Customer agrees to permit Provider, at Provider's sole expense, to (i) modify or replace the Provider IP, or component or part thereof, to

make it non-infringing, or (ii) obtain the right for Customer to continue use. If, despite Provider's commercially reasonable efforts, neither (i) nor (ii) are possible, Customer may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Provider, and Provider shall refund to Customer all amounts Customer paid in respect of the Provider IP that Customer cannot reasonably use as intended under this Agreement.

(b) Customer shall indemnify, defend, and hold harmless Provider from and against any and all Losses incurred by Provider resulting from any Third-Party Claim that the Customer Data infringes or misappropriates the Provider's intellectual property rights, provided that Provider promptly notifies Customer in writing of the claim, reasonably cooperates with Customer at Customer's expense, and allows Customer sole authority to control the defense and settlement of such claim (provided, however, that Customer shall not enter into a settlement that prejudices the rights of Provider or admits fault or liability of Provider).

9. Limitations of Liability; Insurance.

EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS SECTION 9, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER EITHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS SECTION 9, IN NO EVENT WILL THE AGGREGATE LIABILITY OF EITHER PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED 1.5 TIMES THE TOTAL AMOUNTS PAID OR PAYABLE TO PROVIDER UNDER THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. The exclusions and limitations in this Section 9 do not apply to claims pursuant to Section 8 (Indemnification) or to breaches of the obligations in Section 5 (Confidentiality). Provider shall maintain the insurance coverage set forth in Exhibit A.

10. Term and Termination.

(a) Term. The term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant to this Agreement's express provisions, will continue in effect until there are no outstanding Order Forms. The initial term of each Order Form is set forth therein ("Initial Term"), and each Order Form shall renew only by written consent of the parties for a renewal term ("Renewal Term"), unless an Order Form expressly sets forth an automatic renewal term and process. The Initial Term and Renewal Term (if any) are referred to as the "Order Form Term".

(b) Termination. In addition to any other express termination right set forth in this Agreement:

- (i) Customer may terminate this Agreement or an Order Form for convenience, for any reason or no reason, but only if and as set forth in an Order Form;
- (ii) either Party may terminate this Agreement or an Order Form, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured 30 days after the non-breaching Party provides the breaching Party with written notice of such breach; and

(iii) either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(c) Effect of Expiration or Termination. Upon expiration or earlier termination of an Order Form and/or this Agreement, Customer shall immediately discontinue use of the Services and Provider IP and Provider shall immediately discontinue use of Customer Data. Data deletion can take up to 120 days once the account deletion is confirmed. Profit.co initiates data deletion after 30 days of an actual request from the customer. This is to make sure to avoid any deletion by mistake or error. After 30 days, data is deleted from the primary data source, and within the next 90 days data is deleted from the backups. Upon Customer's request before expiration or termination of an Order Form, and provided termination was not by Provider for Customer's uncured material breach, Provider shall allow an extension of the Order Form Term under the same terms (including fees) then in effect under this Agreement and such Order Form, for a period of up to ninety (90) days to allow Customer to transition off the Service. If Customer terminates an Order Form or the Agreement for Provider's uncured material breach, Provider shall provide Customer a pro rata refund of any fees prepaid by Customer with respect to the period following termination.

(d) Survival. This Section 10 and Sections 1, 5, 6, 8, 9, and 11 survive any termination or expiration of this Agreement.

11. Miscellaneous.

(a) Entire Agreement. This Agreement, together with any other documents incorporated herein by reference and all related Exhibits, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the related Exhibits, and any other documents incorporated herein by reference, the following order of precedence governs: (i) first, this Agreement, excluding its Exhibits; (ii) second, the Exhibits to this Agreement; and (iii) third, the Order Form.

(b) Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") must be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving Party; and (ii) if the Party giving the Notice has complied with the requirements of this Section.

(c) Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by

any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof, and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(d) Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(e) Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Delaware. Any legal suit, action, or proceeding arising out of this Agreement or the licenses granted hereunder will be instituted in the federal or state courts of Delaware, and each Party irrevocably submits to the jurisdiction of such courts in any such suit, action, or proceeding.

(f) Assignment. Neither Party may assign any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed; provided, however, that either Party may assign its rights or delegate its obligations, in whole or in part, without such consent and upon 30 days prior written notice to the other Party, to an entity that acquires all or substantially all of the business or assets of such Party to which this Agreement pertains, whether by merger, reorganization, acquisition, sale, or otherwise. In such event, however, the non-assigning party may require the assignee to provide reasonable assurance of its financial health and ability to meet the material requirements of this Agreement, including, without limitation, those related to security. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.

(g) Applicable Laws; Government Matters. Each party shall comply with all applicable laws, regulations, and rules, including, without limitation (i) those that prohibit or restrict the export or re-export of the Services or any Customer Data outside the US., and (ii) anti-bribery and anti-corruption laws. Provider represents that is not debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal government agency.

(h) Cooperation. Provider acknowledges that Customer is subject to regulatory oversight, and agrees to reasonably cooperate with Customer in the event that any government regulator with authority over Customer requests information regarding this Agreement and/or the relationship of the parties.

(i) Feedback. Provider may use or incorporate into the Service any suggestions and recommendations relating to the operation or functionality of the Services that Customer provides, excluding, for clarity, any Customer Data or other Customer Confidential Information accompanying such suggestions or recommendations ("Feedback"). Feedback is voluntary; Provider has no obligation to use Feedback, and Customer has no obligation to provide Feedback.

(j) Force Majeure. Delay or failure of either Party to perform its obligations under this Agreement will be excused to the extent that the delay or failure was caused directly by an event beyond such Party's control and without such Party's fault or negligence (which events may include natural disasters, embargoes, explosions, riots, wars, or acts of terrorism) (each, a "Force Majeure Event"). Changes in cost or availability of materials, components, or services, market conditions, supplier actions and disruptions, and contract disputes, for clarity, will not excuse a Party's performance under this Section. The Party affected by the Force Majeure Event shall: (i) give the other Party prompt written notice of any event or circumstance that is reasonably likely to result in a Force Majeure Event, and the anticipated duration of such Force Majeure Event, and (ii) use all diligent efforts to ensure that the effects of the Force Majeure Event are minimized so that it can resume full performance under this Agreement. Force Majeure Events do not relieve the Provider of its disaster recovery obligations. Customer may terminate this Agreement with written notice to Provider if a Force Majeure Event prevents Provider from providing the Services, or a material portion thereof, for more than thirty (30) days.

EXHIBIT A: INSURANCE

Prior to the start of any Services, Provider shall at its own expense procure and maintain during the Term, and for a period of three years thereafter, the minimum insurance set forth below.

The required minimum insurance shall: (i) be carried with responsible insurance companies rated A VIII or better by A.M. Best (or its foreign equivalent) and coverage shall respond in the state or country in which the services are rendered; (ii) provide primary coverage and not call upon any other insurance procured by other parties for defense, payment or contribution; (iii) waive insurer(s) subrogation rights against Customer and its Affiliates; (iv) name Customer and its Affiliates, and their respective officers, directors, employees and agents as additional insureds (ATIMA); and (v) be provided on an occurrence rather than a claims made basis. If any required insurance is available only on a claims-made basis, then the dates of coverage (including the retroactive date) and the time period within which any claim can be filed shall continue during the Term and for a period of three years thereafter, and Provider shall not permit any gaps in coverage to occur.

Provider (and/or its insurer representative) shall provide at least 30 days prior written notice to Customer and its Affiliates upon any termination, non-renewal or cancellation of the required insurance. Prior to commencement of the services and upon policy renewal, upon request, Provider shall deliver to Customer and/or its Affiliates certificates of insurance and any required endorsements made out by the applicable insurer(s) (or their authorized agents) evidencing the required insurance. Failure of Customer to identify a deficiency from evidence that is provided, shall not be construed as a waiver of the obligation to maintain such insurance.

If Provider fails to procure or maintain the required insurance, Provider agrees to indemnify and hold harmless Customer and its Affiliates against all liability and loss in connection with Provider's failure to comply with the provisions of this Section. The required insurance in no manner relieves or releases Provider, its agents, subcontractors, and invitees from, or limits their liability as to, any and all obligations assumed or risks indemnified against in this Agreement.

- \$1,000,000 Commercial General Liability
- \$1,000,000 Commercial Automobile Liability
- \$1,000,000 Employer's Liability and Statutory Workers Compensation (or its foreign equivalent)
- \$4,000,000 Umbrella/Excess Liability
- \$5,000,000 Commercial Crime covering losses arising out of or in connection with any fraudulent or dishonest acts committed by Provider's (or its subcontractors') personnel, acting alone or with others
- \$10,000,000 Technology Errors & Omissions or Technology Professional Liability, with coverage for: all professional services, loss or disclosure of electronic data, media and content rights infringement and liability, network security and failure (including unauthorized access or use of systems), and software copyright infringement liability

EXHIBIT B: SERVICE LEVELS AND SUPPORT

Our SLA's are outlined here:

<https://www.profit.co/sla/>

EXHIBIT C: SECURITY MEASURES

1. Definitions.

(a) “Data Protection Laws” means laws and regulations in any relevant jurisdiction relating to privacy or the use or processing of data relating to natural persons, as such are updated, amended or replaced from time to time.

(b) “Personal Information” means information provided or made available to Provider by or at the direction of Customer that: (i) identifies or can be used to identify an individual (including, without limitation, names, addresses, telephone numbers, email addresses, and other unique identifiers); or (ii) can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, user identification and account access credentials or passwords, financial account numbers, credit report information, student information, biometric, health, genetic, medical, or medical insurance data, answers to security questions, and other personal identifiers). Customer's business contact information is not by itself deemed to be Personal Information.

(c) “Security Breach” means unauthorized access to or disclosure of Customer Data that is stored or transmitted by or on behalf of Provider.

2. Information Security.

Without limiting Provider's specific obligations set forth herein, Provider shall implement administrative, physical, and technical safeguards to protect Customer Data from unauthorized access, disclosure, destruction, alteration, misuse, or damage, such safeguards consistent with prevailing industry standards, including ISO/IEC 27001 – Information Security Management Systems – Requirements (or its successor). At a minimum, Provider's safeguards for the protection of Customer Data shall include: (i) limiting access of Customer Data to personnel with a need to know in order for Provider to perform its obligations under the Agreement; (ii) securing business facilities, data centers, files, servers, backup systems, and computing equipment; (iii) implementing network, application, database, and platform security; (iv) securing information transmission, storage, and disposal; (v) implementing authentication and access controls within media, applications, operating systems, and equipment; (vi) encrypting sensitive Customer Data stored on any media or transmitted over public or wireless networks; (vii) segregating Customer Data from data of Provider's other customers; (viii) conducting risk assessments, penetration testing, and vulnerability scans and promptly implementing, at Provider's sole cost and expense, a corrective action plan to correct any issues that are reported as a result of the testing; (ix) implementing appropriate personnel security and integrity procedures and practices; and (x) providing appropriate privacy and information security training to Provider's personnel. If as part of the Services, Provider will have access to Customer's facilities, premises, systems, network, applications, or databases, Provider will comply with Customer's reasonable written security policies and procedures while accessing the foregoing.

3. Security Breach Procedures.

Provider shall notify Customer of a Security Breach as soon as practicable, but no later than twenty-four (24) hours after Provider becomes aware of it. Provider shall at its expense: (i) reasonably cooperate with Customer in Customer's handling of the Security Breach, including, without limitation making available all relevant records, logs, files, data reporting, and other materials and access to personnel reasonably required by Customer, and (ii) take reasonable steps to immediately contain and remedy any Security Breach and prevent any further Security Breach, including, but not limited to taking any and all

action necessary to comply with applicable privacy rights, laws, regulations, and standards. If Customer must notify any individual(s) as a result of a Security Breach, Provider shall be responsible for reasonable costs associated with such notification.

4. Oversight of Security Compliance.

Upon Customer's written request, Provider shall respond to an annual questionnaire provided by Customer regarding the physical and/or technical environment in which Customer Data is stored (if any) and the security measures Provider maintains to protect Customer Data stored therein. Providers shall reasonably cooperate with such annual questionnaires by providing access to knowledgeable personnel and documentation. Additionally, upon Customer's written request annually, Provider shall make available to Customer Provider's annual SOC 1 and/or SOC 2 Type II audit reports, as applicable. Provider will promptly address any exceptions noted on such reports with the development and implementation of a corrective action plan by Provider's management. Customers shall treat such annual questionnaires and audit reports as Provider's Confidential Information under this Agreement.

5. Personal Information.

If Provider is processing Personal Data as part of the Services, Provider shall adhere to the following requirements (without limiting Provider's obligation to comply with the other requirements in this Exhibit and the Agreement):

- (a) Provider shall comply with applicable Data Protection Laws. The parties shall reasonably cooperate to enter into any such further agreements regarding Personal Information as are necessary to satisfy the requirements of applicable Data Protection Laws, including, without limitation, EU Regulation 2016/679.
- (b) Provider shall not process or disclose Personal Information for any purposes other than those strictly permitted by this Agreement or otherwise expressly authorized in writing by Customer.
- (c) Provider shall provide Customer with reasonable cooperation and assistance in relation to any request from a data subject in respect of Personal Information regarding such data subject.
- (d) If Provider receives any complaint, notice or communication from a regulatory authority which relates directly or indirectly to the Personal Information processed under this Agreement, or to either party's compliance with Data Protection Laws in connection with this Agreement, Provider shall promptly notify WEX, if permitted by the regulatory authority.
- (e) If Provider uses a subcontractor to process any Personal Information, Provider shall ensure that the subcontractor is bound to written obligations no less protective than those contained herein with respect to the Personal Information. Use of a subcontractor does not relieve Provider of any responsibility or liability under the Agreement; Provider shall remain liable for the acts of the subcontractor as if they were the acts of Provider.
- (f) Further to the confidentiality provisions set forth in the Agreement, Provider shall return or irretrievably delete Personal Information in its control or possession when it no longer requires such Personal Information to exercise or perform its rights or obligations under the Agreement, and in any event, on expiry or termination of this Agreement. If and to the extent Provider is required by applicable law to retain all or part of the Personal Information (the "Retained Data"), Provider shall: (i) cease all processing of the Retained Data other than as required by the applicable law; and (ii) protect and keep confidential all such Retained Data in accordance with the confidentiality and security provisions in the Agreement.

6. Cardholder Information.

If as part of the Services Provider is accessing, storing, or otherwise processing credit, debit, or other payment cardholder information of Customer (or Customer's customers or other partners), Provider

shall at all times remain in compliance with the Payment Card Industry Data Security Standard ("PCI DSS") requirements and upon request shall furnish Customer with an annual attestation of compliance.

EXHIBIT D: INFORMATION SECURITY for <Customer>

1. Information Oversight. All confidential information stored and processed by **Provider** in electronic format shall be governed by reasonable oversight, audit and assurance mechanisms, duly employing documented processes, processes and procedures. **Provider** must:

- a. protect Customer's Confidential Information with the same degree of care as Provider would protect its own information
- b. ensure Confidential Information is stored used, accessed and disposed of securely
- c. not disclose Customer's Confidential Information to anyone without Customer's prior written consent
- d. put in place reasonable limitations on access to Customer's Confidential Information within Provider, to provide access to only those who require it to provide services to Customer.

Provider will maintain an inventory of its Information Security Policies ("ISP"). On Customer request, Provider will make available to Customer (or any person having jurisdiction over Customer), Provider's ISP, other records and procedures relating to confidential information, including those about its storage, use, access, and disposal. Provider ISP will be updated regularly and as required to maintain currency. On request, Provider will allow Customer to evaluate its ISP and data handling practices as it relates to administrative, technological and physical safeguards and may involve completion of a self-assessment or an onsite review of Provider's security controls.

2. Data Storage, Processing, Recovery. All confidential Information stored at **Provider** in electronic format shall be stored logically separate from the data of other **Provider** Customers in a manner that restricts access to third parties and employees who have a need to know the information.

3. Data Protection. All confidential Information stored and transmitted by **Provider** in electronic format shall be protected using a robust information security architecture that includes networks, firewalls and/or other boundary protection equipment, and current industry standard encryption mechanisms.

4. Incident Response. **Provider** will maintain a formal Incident Response mechanism for the purpose of identifying, responding to, containing, and recovering from, an information security incident. **The provider** will ensure the appropriate training of personnel responsible for executing the Incident Response Plan and that regular testing of the plan occurs.

5. Breach Notification. **Provider** will notify Customer as soon as it is determined that an information security breach of **Provider** has occurred, impacting and / or compromising the confidentiality, integrity, or availability of Confidential information stored and processed by **Provider**. Customer reserves the right to review and / or audit and / or undertake an independent assessment of the breach provided that: (i) Customer shall not be given access directly to **Provider's** Information Systems relating to the security breach; and (ii) Customer executes **Provider's** standard Non-Disclosure Agreement applicable to Provider audits. **Provider** agrees to cooperate and assist Customer in such investigations.

6. Information Retirement. **Provider** agrees that it shall retire or destroy confidential information in its custody at Customer's request or in accordance with the data retention requirements under Canadian Laws, and, Canadian Western Bank's data retention guidelines, as applicable.

7. Regulations and Governance. The use and disclosure of confidential information obtained by **Provider** under this [Agreement/Addendum] shall be subject to applicable laws, including Privacy Laws.

8. Personal Information. Customers must follow Privacy Laws that restrict collecting, using, disclosing, storing and moving the Personal Information of Customer's customers and representatives. Provider will use, access, and disclose Personal Information only (i) as necessary to provide its services and (ii) in a manner consistent with the purpose(s) for which the Personal Information was made available to it.

Wherever possible, Provider will use information that does not contain Personal Information to perform services under this [Agreement]/[Addendum]. Provider will promptly and securely return or destroy (i.e. make physically and virtually irrecoverable) copies of Personal Information no longer necessary to fulfill the purpose(s) for which the Personal Information was made available. If you are required to retain Personal Information under another provision in this [Agreement]/[Addendum], you will comply with that obligation rather than this obligation. Provider must assist Customer in responding to any Provider complaints or investigations that concern our compliance with Privacy Laws. Provider will advise Customer immediately if it is contacted about one of those complaints or investigations.

9. Materiality of Loss arising from Incidents related to Information Security Incidents. Customer shall determine materiality of loss from incidents related to information security on its Confidential Information stored and processed by **Provider**, in a manner that aligns with Customer's Enterprise Risk Management practices. In the event that **Provider's** actions or omissions cause a security breach (i) **Provider** will reimburse Customer's reasonable out-of-pocket expenses incurred in notifying impacted parties and providing credit monitoring and restoration services for those impacted parties for a period of two (2) years from the date of the **Provider** caused security breach. Service suspension in cases of misuse or breach from customer's end.

10. Information Disclosure. Except under Canadian Laws and / or as expressly authorized by this **EXHIBIT xxx**, **Provider** shall not disclose or share confidential information held in its custody, in part or in full, to any other party (or parties) without written authorization from Customer. This obligation remains in effect as long as the Provider holds confidential Information in its custody irrespective of this Addendum being in effect, or has expired. If **Provider** is compelled to disclose Customer's Confidential Information, **Provider** must immediately inform Customer in writing (unless the law prevents **Provider** from doing so).

11. Information Storage Outside of Canada. **The provider** agrees that it shall store confidential Information within Canada. If **Provider** intends to store and / or process confidential information outside Canada, then it shall first notify Customer about its data storage facilities including physical address of the location..

12. Subcontractors, etc. "**Subcontractors**" means, without limitation, experts, contractors, advisors, agents or other service providers to you as the case may be, and includes, without limitation, your affiliates and Provider service providers. The provider is responsible for the performance of all Subcontractors. Provider's agreement with a Subcontractor will incorporate Provider's obligations under this [Agreement]/[Addendum]. All Subcontractors with access to our confidential information must adhere to the same information security and data handling practices as outlined in this [Agreement]/[Addendum]. Upon request, the Provider will provide the Customer with a list of all third parties and/or contractor resources who have or had access to Confidential Information.