

NCR Engagement Letter
Data Sharing Addendum (Controller to Controller)

This Data Sharing Addendum (“Addendum”) supplements all contracts effective between your firm (“Supplier”) and NCR (whether made before or after the Addendum Effective Date). The Addendum is incorporated into the engagement letter by reference, supersedes any conflicting or inconsistent terms in the engagement letter, and will remain in effect for so long as Supplier or its Affiliates or Authorized Personnel Process Personal Data.

1. Definitions.

1.1 “Authorized Personnel” means an employee or contractor (or other contingent worker) of Supplier or its Affiliates or subcontractors, who both (a) needs to know or access Personal Data for Supplier to perform its obligations under the engagement letter and (b) is bound in writing by confidentiality and other obligations sufficient to protect Personal Data at least as strictly as this Addendum.

1.2 “Data Controller” means the natural or legal person which, alone or jointly, determines the purposes and means of the Processing of Personal Data.

1.3 “Data Subject” means an identified or identifiable natural person about whom the Personal Data relates.

1.4 “International Transfer” means a transfer of Personal Data originating in one country for Processing in another country.

1.5 “Legal Requirement(s)” means any and all applicable national, federal, state, provincial, local and foreign laws, statutes, ordinances, administrative or executive orders, rules, standards, or regulations, including those pertaining to the cross-border transfer of Personal Data (as may be amended from time to time).

1.6 “Personal Data” means information relating to a Data Subject that Supplier receives pursuant to the engagement letter.

1.7 “Process” (or “Processing”) means to perform or performing any operation or set of operations on Personal Data (whether or not by automated means), such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission or dissemination (or otherwise making available), alignment or combination, restriction, erasure or destruction.

1.8 “Services” means the provision of products to NCR or any services or other work Supplier performs for NCR under the engagement letter.

2. Description of the Parties, the Agreed Purpose(s), and the Personal Data.

2.1 NCR provides technology solutions to customers on a global basis. In connection with its business operations, NCR Processes certain Personal Data relating to its employees, contingent work force, family members of same, and other similarly situated Data Subjects for the purpose of fulfilling contractual relationships with such persons.

2.2 Supplier is a law firm or provider of legal or advisory services. The sharing of Personal Data by NCR to Supplier is necessary to support the following Agreed Purpose(s):

2.2.1 to support the legal and advisory services Supplier provides to NCR for the purposes of the Matter(s).

2.2.2 to comply with any legal obligation to which either party is subject.

2.3 Supplier will not process Personal Data in any manner incompatible with the Agreed Purpose(s).

2.4 A description of the categories of Data Subjects to which the Personal Data relates, the categories of Personal Data that will be shared with Supplier by NCR, and the reasons for that sharing, will be determined by what is reasonable and necessary for the Matter(s).

3. General Principles Relating to Supplier's Processing.

3.1 Supplier will comply with the requirements set forth in this Addendum whenever Supplier Processes Personal Data and will Process Personal Data fairly and lawfully in accordance with the engagement letter.

3.2 Supplier will implement appropriate technical and organizational measures to ensure that, by default, only Personal Data that are necessary for each specific purpose are Processed. This obligation applies to the amount of Personal Data Supplier collects, the extent of Supplier's Processing of such data, the period of storage of such data, and the accessibility of such data.

3.3 Supplier will give fair and transparent notice to any Data Subject whose personal data may be processed. Such notices will enable Data Subject to understand the nature of Supplier's Processing activities, including the circumstances pursuant to which Supplier transfer Personal Data, the purposes for transferring Personal Data, and either the identity of the entity(ies) to which the Personal Data will be transferred or a description of the type of organization(s) that will receive such data.

3.4 Supplier will ensure that all Authorized Personnel are trained at least annually about information security and privacy risks and best practices required to protect the privacy and security of Personal Data.

3.5 Supplier will not disclose Personal Data to any third party unless such third party is subject to written contractual obligations (including obligations of confidentiality) which are no less onerous than those imposed by this Addendum.

4. International Transfers of Personal Data.

4.1 Supplier will not make an International Transfer of Personal Data originating in the European Union or in the Swiss Confederation or in Israel unless Supplier ensures that: (a) the country or territory to which the International Transfer is to be made is within the European Economic Area (EEA); or (b) there are appropriate safeguards in place pursuant to Article 46 GDPR; or (c) binding corporate rules are in place; or (d) one of the derogations for specific situations in Article 49 GDPR applies to the transfer. If NCR is making an International Transfer of Personal Data to Supplier, and such Personal Data originates within the EEA, then such International Transfer is made subject to Exhibit 2: Standard Contractual Clauses (Controller to Controller) (the "EU Clauses"), available at https://www.ncr.com/content/dam/ncrcom/content-type/documents/EU_C2C_Sales_and_Sourcing.pdf and incorporated by reference herein. (In the EU Clauses NCR is the "Data Exporter," and Supplier is the "Data Importer.") Supplier agrees that Data Subjects about whom the Personal Data relate are beneficiaries of the EU Clauses. To the extent there is any conflict with the terms of this Addendum or the engagement letter and the EU Clauses, the EU Clauses will control.

4.2 Supplier will only make an International Transfer of Personal Data originating in the Republic of Argentina if Argentina's Dirección Nacional de Protección de Datos Personales ("DNPDP") has determined that the country or territory to which the International Transfer is to be made provides an adequate level of protection for Processing of Personal Data, or on other legal bases as may be approved from time to time by the DNPDP or applicable Legal Requirement. All other International Transfers of Personal Data are subject to the Argentinian Contractual Clauses, available at https://www.ncr.com/content/dam/ncrcom/content-type/documents/Argentina_C2C_Sales_and_Sourcing.pdf and incorporated by reference herein. (In the Argentinian Contractual Clauses, NCR is the "Data Exporter," and Supplier is the "Data Importer.") To the

extent there is any conflict with the terms of this Addendum or the engagement letter and the Argentinian Clauses, the Argentinian Clauses will control.

5. Destruction of Personal Data.

Upon termination of the Services that require the Processing of Personal Data or once Processing of the Personal Data is no longer necessary for the Agreed Purpose, Supplier will promptly and securely dispose of the Personal Data (including all copies and derivatives thereof, collectively "Copies") in a manner that renders them completely unreadable and inaccessible and precludes their reconstruction or re-identification. In addition, Supplier will certify to NCR that the Personal Data and Copies have been destroyed in accordance with the requirements of this Addendum. This Section 5 will survive the termination or expiration of the engagement letter.