



## Personal Information Processing Addendum

Effective Date: April 11, 2022

This Personal Information Processing Addendum (“**PII Addendum**”) is incorporated into, and is subject to the terms and conditions of, the Digital Solutions Agreement (“**Agreement**”) between GHD Digital (“**GHD**”) and the customer entity that is a party to the Agreement (“**Customer**”). All capitalized terms not defined in this PII Addendum shall have the meanings set forth in the Agreement. For the avoidance of doubt, all references to the “Agreement” shall include this PII Addendum (including the SCCs (where applicable), as defined herein). This Agreement may be changed by GHD in its discretion from time to time. Any changed version of this PII Addendum applies from the date that it is posted to this website (“**Effective Date**”).

### 1. Key Definitions

1.1 “**Applicable Privacy Laws**” means the State Privacy Laws and PIPEDA and the Provincial Privacy Laws where applicable.

1.2 “**Covered Personal Information**” means any Personal Information provided by or on behalf of Customer to GHD, collected by GHD on behalf of Customer, or otherwise made available to GHD pursuant to the Agreements. Covered Personal Information does not include “aggregate consumer information” or “deidentified” data as defined in the State Privacy Laws, or other information which is not “personal information” as defined under Applicable Privacy Laws.

1.3 “**Personal Information**” shall be interpreted consistent with the Applicable Privacy Laws, and includes at a minimum “personal information” as that term is defined in the CCPA and “personal data” as that term is defined in the CDPA and ColoPA, and “personal information” as defined under the PIPEDA and the Provincial Privacy Laws.

1.4 “**PIPEDA and the Provincial Privacy Laws**” means the Canadian federal Personal Information Protection and Electronic Documents Act, SC 2000, c 5, and the substantially similar provincial privacy laws and applicable provincial freedom of information and protection of privacy laws or any regulations or guidance issued pursuant thereto, all as may be replaced or amended from time to time.

1.5 “**State Privacy Laws**” mean US state privacy laws, which may include but shall not limited to the California Consumer Privacy Act, Cal. Civ. Code 1798.100 *et seq.*, as amended (the “**CCPA**”), the California Privacy Rights Act (the “**CPRA**”), the Virginia Consumer Data Protection Act, Code of Virginia title 59.1, Chapter 52 (the “**CDPA**”), the Colorado Privacy Act, Colorado Rev. Stat. 6-1-1301 *et seq.* (the “**ColoPA**”), or any regulations or guidance issued pursuant thereto.

1.6 The terms “**aggregate consumer information**,” “**business**,” “**consumer**,” “**controller**,” “**deidentified**,” “**process**,” “**processing**,” “**processor**,” “**sell**,” “**service provider**,” “**sharing**,” and “**consumer request**” shall have the meanings given to those terms in the CCPA, CPRA, CDPA, and ColoPA. In the event of a conflict, the Parties agree Applicable Privacy Laws apply.

1.7 “**Services**” means the services provided by GHD to Customer as specified in the Agreements.

### 2. Terms of Data Processing

2.1 *Customer Instructions* – For GHD to effectively perform the Services, Customer instructs GHD to Process the Covered Personal Information for limited and specified purposes in connection with the provision or improvement of the Services. GHD shall not sell or share Covered Personal Information or collect, retain, use, or disclose Covered Personal Information for any purpose other than for the specific purposes of performing the Services as instructed in the Agreements and this Addendum or as otherwise set forth herein, and only within the context of the direct business relationship between Customer and GHD. The details of processing are provided in **Exhibit A** attached hereto.

2.2 *Retention* – GHD shall retain Covered Personal Information only for as long as necessary to fulfill its obligations pursuant to the Agreements and applicable laws. Upon Customer’s written request and following expiration or termination of the Agreements, GHD will, at Customer’s request, securely destroy any Covered Personal Information unless otherwise required by law.

2.3 *Compliance Documentation* -- Upon request, GHD agrees to make available to Customer information to reasonably demonstrate GHD’s compliance with Applicable Privacy Laws, in accordance with the requirements of such Applicable Privacy Laws.

### 3. Parties’ Responsibilities

3.1 For the purposes of the Agreement and this Addendum, Customer is the “business” or “controller” and GHD is the “service provider” or “processor” as such terms are defined or contemplated in the Applicable Privacy Laws. Notwithstanding anything to the contrary stated herein, the Parties agree that:

3.2 Each Party is responsible for its own compliance with applicable law, including the Applicable Privacy Laws. For example, (i) Customer shall ensure any Processing of the Covered Personal Information is in accordance with the requirements of the Applicable Privacy Laws; (ii) Customer has the sole responsibility for the accuracy, quality, and legality of the Covered Personal Information and means by which Customer acquired the Covered Personal Information; (iii) Customer represents and warrants that it has provided and/or obtained, to the extent required by Applicable Privacy Laws, all necessary notices, opt-out rights and/or consent to the Covered Personal Information being used, shared and processed for the purposes described herein; (iv) Customer will ensure that its collection, use, and disclosure of Covered Personal Information are reasonable in the circumstances; (v) Customer will, as required under the Applicable Privacy Laws, give effect to any withdrawals of such consent, and where the individual has withdrawn their consent to the processing of their Covered Personal Information, cease causing GHD to process such Personal Information, as required by the Applicable Privacy Laws; (vi) Customer will not cause or request GHD to process Covered Personal Information in any manner that is not compliant with the Applicable Privacy Laws; (vii) Customer represents and warrants that any other material that customer provides to GHD for use in the provision of the Services is compliant with all Applicable Privacy Laws; and (viii) with respect to any consumer or individual request to access, delete, or change Personal Information or other consumer request that Customer conveys in writing to GHD, Customer shall be responsible to: (a) verify the identity of the consumer or individual as required by Applicable Privacy Laws, (b) assist in locating the Covered Personal Information shared with GHD; and (c) determine whether a request should be complied with or whether any exceptions for compliance with the request apply. GHD shall reasonably cooperate with and reasonably assist Customer in responding to and fulfilling such requests with respect to the Covered Personal Information held by GHD for Customer.

(a) GHD reserves all rights and asserts all exceptions and exemptions to which it is entitled under the Applicable Privacy Laws, including but not limited to those stated in CCPA (Cal. Civ. Code 1798.105), ColoPA (Colo. Rev. Stat. 6-1-1304), or CDPA (Code of Virginia 59.1-578) (such as preserving Personal Information in order to protect against malicious, deceptive, fraudulent or illegal activity; or to comply with a legal obligation, etc.);

(b) In no event is GHD obligated to do more than it is strictly required to do by the Applicable Privacy Laws; and

(c) Each Party agrees that (i) it will notify the other Party upon determining that it can no longer comply with Applicable Privacy Laws, and (ii) take reasonable and appropriate steps to stop and remediate unauthorized use of Covered Personal Information held by GHD for Customer, upon notice from the other Party in accordance with this subsection.

(d) Customer acknowledges and agrees that Covered Personal Information may be stored and processed by GHD in the United States and/or Canada and represents and warrants that it has obtained all necessary consents or provided all necessary notices for such international transfers as required by Applicable Privacy Laws.

3.3 GHD shall:

a) cause its employees, agents, representatives and subcontractors to only provide or allow access to the Covered Personal Information to those employees, agents, representatives and subcontractors that need to access the information for the purposes of fulfilling the obligations under the Agreements and this Addendum; and

b) if not legally prohibited from doing so, notify Customer of any subpoena, warrant, order, demand, requirement or request (including any national security letter) made by a governmental authority for the disclosure of Covered Personal Information.

**EXHIBIT A**

**DATA PROCESSING ADDENDUM**

<b>Duration of the processing</b>	The Processing of Covered Personal Information by GHD under the Agreement is for the duration of the term of the Agreement and the longer of such additional period as: (i) is specified in any provisions of the Agreement regarding data retention; and (ii) is required for compliance with law.
<b>Nature of the processing</b>	Such processing is necessary to enable GHD to comply with its obligations and exercise its rights under the Agreement, including collection, recording, organization, structuring, storage, retrieval, use, or transmission processing activities.
<b>Purpose of the processing</b>	The purpose of the processing is to perform GHD's obligations and exercise its rights under the Agreement, including the performance of functions required or requested by Customer for compliance with its statutory or contractual obligations.
<b>Covered Personal Information types</b>	Covered Personal Information includes, such information as identified by the Customer in the Agreement.
<b>Obligations and rights of the parties</b>	The obligations and rights of the Parties are set forth in the Agreement.