

Paul Hastings' Client EEA, Switzerland, UK Data Processing Addendum

Last Updated April 2023

The following provisions are executed by and between Paul Hastings LLP (the “Firm,” “we” and “our”) and any entity or individual who engages or uses any of the services of the Firm (“Client,” “you” and “your”). The effective date of this data processing addendum is the date on which the Firm first provides services to the Client or the date on which the Client signs the Firm’s engagement letter, whichever occurs first.

1. General Provisions

Unless otherwise expressly provided, when our services require us to collect or process Personal Data¹ (1) in the European Economic Area (EEA) (which in this provision shall include the United Kingdom, regardless of “Brexit”) or Switzerland or (2) belonging to a resident of the EEA or Switzerland, you (“Client”) (including, for purposes of this provision, any of your subsidiaries and affiliates) agree to the terms of this data protection addendum (“Addendum”) with regard to the processing of that data.

The Firm treats all Personal Data received within or from the EEA or Switzerland or relating to persons located in those jurisdictions in accordance with GDPR and the legislation implementing GDPR in EEA member states (or, in the case of Switzerland, with its equivalent legislation).

2. Security

Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, we will, in relation to Personal Data, implement appropriate technical and organizational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of GDPR.

3. Firm Responsibilities

We will act only on your instructions in relation to any Personal Data that we process on your behalf or at your direction, including, with regard to transfers of Personal Data, to a third country or an international organization, unless otherwise required by law. In such cases, we will inform you of such legal requirement before processing unless disclosure is prohibited under applicable law. We may use any Personal Data (including Sensitive

¹ “Personal Data” and any other capitalized terms that appear in this provision that are not expressly defined shall have the meaning provided in the General Data Protection Regulation (“GDPR”), (EU) 2016/679. References to “Personal Data” and other defined terms as they relate to Switzerland shall have the meanings ascribed to them in the Swiss Federal Data Protection Act, and references to “GDPR” in the context of Switzerland (i.e., to Personal Data processed or relating to persons in Switzerland) shall be understood to refer to that Act.

Personal Data) that we Process on your behalf primarily for the provision of legal services to you and for related purposes including:

- (1) updating and enhancing client records and improving our ability to provide you with legal services;
- (2) statutory returns;
- and (3) legal and regulatory compliance.

In accordance with our engagement letter and our Global Privacy Statement (available at www.paulhastings.com), we will ensure that persons authorized to process any Client Personal Data have committed themselves to confidentiality.

4. Cross-Border Data Transfers

In relation to Personal Data transferred to us by you or at your direction, you agree that we may transfer Personal Data (including Sensitive Personal Data) outside of the EEA or Switzerland to the United States or other locations around the world in which we have offices or business operations. The Firm has executed Data Transfer Agreements, which include the Standard Contractual Clauses, approved under Directive (EU) 2021/915 (as it may be amended or modified), between its EEA offices and each of our global offices outside of the EEA or the UK, as well as with all sub-processors where applicable. For the purposes of any transfers of UK Personal Data, the Firm has additionally executed the UK International Data Transfer Agreement (“IDTA”) between its UK offices and each of our global offices outside of the UK or EEA, as well as with all subprocessors where applicable.

You also agree that we may provide Personal Data (including Sensitive Personal Data) to third parties as required to fulfill our engagement (e.g., to other professional advisers and expert witnesses), regardless of where they are located.

5. Assistance

In relation to Personal Data, where practicable, we will assist you, by using appropriate technical and organizational measures to:

- (1) fulfill your obligations as the Data Controller to respond to requests for exercising the data subject’s rights laid down in GDPR, Articles 12-23, and (2) ensure compliance with GDPR, Articles 32-36, taking into account the nature of processing and the information available to us.

We will make available to you, upon reasonable request and no more than once annually, all information necessary to demonstrate compliance with the obligations under GDPR Article 28, including allowing for and contributing to audits and inspections.

6. Third Party Processing

For the purposes of vendors, suppliers, or other third parties we may engage as sub-processors of Personal Data:

We will require those sub-processors to adhere to the requirements of Article 32 of the GDPR regarding the security of processing.

A list of sub-processors who support our operations and may process Personal Data is available on request or via our website at www.paulhastings.com/subprocessors. You consent to our use of these sub-processors and acknowledge that this list may be updated from time to time. If you object to a sub-processor, we will work with you in good faith to address the objection.

In the event that we engage a new sub-processor specifically and principally for the purpose of supporting your matters, we will provide you advance notice and an opportunity to object.

7. Retention

Upon your request, and subject to and in accordance with applicable laws, we will delete or return to you all Personal Data.

8. Security Incidents

We will notify you without undue delay if we become aware of any security incident affecting your Personal Data, in an attempt to provide you with sufficient information to allow you to meet any obligations to report or inform data subjects or the appropriate Data Protection Authority of the Personal Information breach under applicable data protection laws.