

Supplier Code of Conduct.

Secure Source Protocols updated December 9, 2021



Table of Contents

- Introduction 3
- Code of Conduct (Secure Source)..... 3
 - Supplier Code of Conduct 3
 - Supplier Requirements..... 4
 - Reporting Mechanisms and Concerns 6
- Supplier Compliance Standards**..... 7
- Ethical Practices 8
 - Fair Competition 8
 - Anti-bribery and Anti-corruption..... 8
 - Gifts and Entertainment 8
 - International Business and Trade..... 9
 - Conflicts of Interest 9
- Brand Integrity 10
 - Confidential Information 10
 - Intellectual Property 11
 - Accurate Records 11
 - Inside Information 11
 - Political Contributions 11
 - Business Continuity 12
- Labor and Human Rights..... 12
 - Worker Treatment Rights 12
 - Workers Hours and Compensation 13
- Product Quality Management 14
 - Environmental Compliance 14
 - Product Quality 14
 - Product Safety 15
 - Supply Chain Security..... 16
 - Supplier Product Recall Policy 16
- Data Privacy and Security Standards** 19
- Data Security Standards Definitions 20
- Supplier’s Obligations..... 22



Supplier’s Obligations Under CCPA 23
Supplier’s Obligations Under GDPR 23

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Introduction

HALO, throughout its global operations, strives to maintain a work environment that reflects the highest standards of business ethics and workplace behavior. HALO is committed to legal compliance and ethical business practices. HALO Suppliers must adhere to the provisions of this Supplier Code of Conduct, and all applicable laws and regulations in the places in which they do business. HALO will do business only with those Suppliers who share in its commitment to ethical conduct.

Code of Conduct – Secure Source

Supplier Code of Conduct

HALO is committed to:

- offering safe and compliant products,
- honoring ethical values,
- protecting the environment,
- respecting all people within our supply chain.

These principles are at the core of our business operations, especially our preferred Supplier program and annual supplier on-boarding process. We expect HALO Suppliers to be transparent in their efforts to uphold these commitments.

HALO's Supplier Code of Conduct ("Secure Source") sets forth the business principles and ethical and legal guidelines with which HALO requires its Suppliers (as described below) to comply. The Code includes, among other principles, expectations that Suppliers operate with ethics and integrity, safeguard HALO's reputation and assets, and respect and protect employees. A "Supplier" means any third party, whether an entity or an individual, that provides a service or product to HALO. For clarity, Suppliers include, without limitation, Suppliers, consultants, agents, contractors, temporary workers, other third parties working on behalf of HALO (including any affiliates thereof), as well as owners, officers, directors, employees, consultants, affiliates, contractors, and subcontractors of the foregoing third parties.

Suppliers may not use subcontractors to manage or perform services for HALO without HALO's express written approval, which may be withheld by HALO for any reason. If approved, Suppliers must ensure that any subcontractors have agreed to comply with this Code and be responsible for any breach by its subcontractors.

All Suppliers are required to provide transparency into their operations, policies, processes, and relevant records, either directly or to us or a 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. HALO shall have the right notwithstanding any remediation plan, to terminate its relationship with any Supplier determined by HALO to be in violation of this Code.

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, data security and privacy, and compliance with applicable regulatory laws.

Supplier Requirements

Delivery

The Supplier shall be responsible for delivery of the Products and/or Services, as instructed by HALO.

Labeling

The Supplier 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.

Representations and Warranties

The Supplier represents and warrants to HALO that:

- Each Product or Service delivered by the Supplier 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;
- Supplier will comply with HALO’s Compliance Standards and Data Privacy and Security Standards, which are set forth in this document;
- Any breach or inaccuracy of the foregoing representations and warranties shall constitute a material breach of our agreement.

Recalls

The Supplier shall have a process in place for handling recalls of any Products that are determined to be defective because of safety-related issues. The Supplier 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. Supplier will provide HALO with a formal recall plan upon request from HALO or HALO's clients.

Indemnification

To the fullest extent permitted by law, Supplier agrees to indemnify, defend and hold harmless HALO, its affiliates, their successors and assignees 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 Supplier 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 Supplier's systems; (d) the default or non-performance of Supplier 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.

Insurance

During the term of this Agreement, the Supplier 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. Supplier'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 Supplier's insurance policy shall be considered primary and non-contributory to any other valid and collectable insurance. The Supplier's insurance shall waive subrogation as to HALO. The Supplier shall produce to HALO a certificate of insurance evidencing the required coverage under this Agreement at the time of execution of this Agreement and annually thereafter and/or upon the request of HALO. The Supplier shall also, upon request of

HALO, provide a certified copy of the underlying insurance policy(s) and endorsements as required by our Vendor Agreement.

Audit Rights

Upon reasonable notice and during normal business hours, HALO or its agents shall have the right to conduct audits of the Supplier'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 Supplier (in which case, the Supplier will reimburse HALO for such expenses).

Reporting Mechanisms and Concerns

If a Supplier becomes aware of a potential or actual violation of this Code or any law or policy that may apply to Supplier's work with or for HALO, the Supplier must report potential or actual misconduct.

A Supplier may report via email anonymously to supplier.relations@halo.com, provided that the Supplier provides an adequate amount of specific information to enable a complete investigation of the reported concern. When a Supplier makes a report, it is forwarded to our General Counsel for investigation.

HALO reserves the right to amend the Code from time to time, and Supplier shall at all times comply with the Code, as amended, upon mutual agreement. It is the responsibility of each Supplier to (a) know the requirements of the Code and all applicable laws and regulations in the jurisdictions in which Supplier operates and (b) operate at all times in accordance with the Code and all applicable laws and regulations. If compliance with any provision of the Code would cause a violation of law or regulation, Supplier must abide by the law. If there is ever a discrepancy between Supplier agreements and this Code, always follow the stricter standard. If the Supplier has any questions about the Code, please email supplier.relations@halo.com.

Supplier Compliance Standards



Ethical Practices

Fair Competition

HALO requires Suppliers to comply with applicable antitrust laws and fair-dealing laws created to ensure a free and open marketplace. A Supplier must not propose, or enter into, any agreements with a competitor in order to influence clients, territories or markets, or to boycott a competitor or client.

Anti-bribery and Anti-corruption

Suppliers are required to strictly comply with the anti-bribery laws of the United States and of the foreign countries where HALO does business including compliance with the U.S. Foreign Corrupt Practices Act (“FCPA”), the UK Bribery Act, and all other global and local anti-bribery and anti-corruption laws, our bribery policy prohibits giving, promising, or offering anything of value in any form or any amount.

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.

Suppliers should never make a payment to a government official to facilitate or speed up any action, such as processing paperwork or issuing visas. Payments like these are called “facilitation payments” and are prohibited under HALO’s policies. Suppliers, and those acting on a Supplier’s behalf, should refrain from receiving gifts in circumstances that may give rise to an actual or apparent conflict of interest. All Suppliers with whom HALO conducts business are required to maintain accurate records of all transactions conducted on our behalf.

Gifts and Entertainment

HALO employees are prohibited from offering, giving, soliciting, or accepting any form of bribe, payoff, unlawful gratuity, or kickback to or from any person, and as such, HALO expects the same of its Suppliers. Suppliers may give and/or accept gifts from persons they are doing or seeking to do business with, so long as doing so (a) complies with all applicable laws, (b) does not violate HALO’s

Company policy or this Code and (c) is consistent with accepted business practices and customs including practices and customs in the locale where business is being conducted.

International Business and Trade

HALO is a global company and follows all international trade laws and regulations. HALO expects Suppliers involved in the movement of services or technology across international borders to be aware of and comply with all applicable trade laws, regulations and restrictions – following the most stringent provision whenever there is a conflict.

Conflicts of Interest

Conflicts of interest affect objectivity and impair proper decision-making. The existence of potential and actual conflicts may also undermine credibility and good judgment. Our company policy forbids employees from engaging in any other business which competes with the Company. Company policy also forbids an employee from holding a financial or ownership interest in an entity that does business with or is a competitor of the Company (except where such ownership consists of securities of a corporation regularly traded on the public stock market).

Suppliers must avoid any situation or relationship that creates – or appears to create – a potential conflict between Supplier's own interests and the interests of HALO. Such conflicts could arise from outside employment, personal relationships, financial interests and investments, board memberships, business ventures, or inappropriate offers of gifts or entertainment. In order to identify and manage such conflicts, Suppliers must disclose all actual or potential conflicts of interest with HALO due to either:

- Personal or business relationships with HALO clients, Suppliers, business associates, and employees with whom they work and/or support.
- Outside activities related to Supplier's services provided to/for HALO.

If Supplier becomes aware of a potential conflict of interest, Supplier must disclose such conflict to HALO immediately at supplier.relations@halo.com and HALO will determine the appropriate course of action.

Brand Integrity

Confidential Information

Suppliers have a duty to protect confidential and proprietary information of HALO and HALO clients provided or disclosed by HALO. Suppliers are expected to comply with all applicable laws and regulations governing the protection, use, and disclosure of HALO proprietary, confidential, and personal information, including but not limited to GDPR and all other specific laws and regulations within this document.

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 and/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 Supplier 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; and (d) 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) Supplier's sole point of contact regarding the Products or Services is HALO. Under no circumstance may Supplier directly contact any customer of HALO without the express written consent of senior executive of HALO.

Intellectual Property

Given the nature of HALO's business, HALO frequently has access to the intellectual property of third parties, including that of clients. Suppliers may never use the intellectual property of any third party without permission from HALO or the legal right to do so.

Accurate Records

Supplier shall create and maintain accurate documentation that demonstrates compliance with all applicable laws, regulations, guidelines, and industry codes. Supplier shall never alter, falsify, tamper with, remove, or destroy information related to any business record or document, and never make a false statement to any individual or entity when working on HALO's behalf. By recording transactions honestly and accurately and reporting any suspicious activity, Supplier will help preserve HALO's financial integrity.

Inside Information

Supplier must follow all insider trading laws and strictly protect nonpublic inside information (e.g., changes in executive leadership, financial results, planned mergers or acquisitions, or sale of Company assets or subsidiaries, etc.). If, during the course of a business relationship with HALO, a Supplier is exposed to nonpublic inside information about any company, including HALO, Supplier shall not trade based on that information and shall not share that information with others so they may trade. Suppliers must never share nonpublic inside information with those who do not require such information to perform their job. To be "public" the information must have been disseminated in a manner designed to reach investors generally, such as a press release, in a public filing made with the Securities and Exchange Commission, through a news wire service or daily newspaper of wide circulation, or, in some circumstances, on the website of the relevant company or individual, and the investors must be given the opportunity to absorb the information.

Political Contributions

HALO considers its best interests when engaging in political activities and, although HALO supports everyone's right to participate in the political process, HALO recognizes that such activity must be made in everyone's own individual capacity. When participating in political activities, a Supplier must do so on their

own time, using Supplier's own resources, and never pressure any HALO employee, client, Supplier, or Supplier employee to contribute to, support, or oppose any political candidate or party. If a Supplier is holding or campaigning for political office, it must be disclosed, and it must not create or appear to create a conflict of interest for HALO.

Business Continuity

Suppliers must have appropriate business continuity plans in place for any operations that support HALO's business. These plans should be designed and kept current to ensure recovery and restoration of critical functions and minimize disruption of HALO's operations.

Labor and Human Rights

Worker Treatment Rights

Suppliers must comply with all applicable labor laws and must only employ workers who meet legal requirements related to age and have the legal right to work in such location and industry. **HALO has a Zero Tolerance Policy for the use of child or forced labor or human trafficking practices.** Further, Suppliers must comply with all applicable wage and hour labor laws and regulations covering employee compensation, reimbursements, taxes, and working hours. Our standards are the cornerstones of our compliance program. We will achieve these standards in all areas of our business, and we require that all suppliers, agents and factories seeking to become approved by HALO demonstrate in writing and practice a shared, relentless commitment to these standards.

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.

No Forced Labor

Suppliers may not, under any circumstances, utilize slave labor, exploited bonded labor, indentured labor or involuntary convict labor.

Health and Safety Conditions

Suppliers must comply with all applicable safety and health laws and regulations in the jurisdictions where Supplier operates. Supplier should employ its own safety and health systems and practices to reduce injuries, including the use of safe equipment and the implementation of job-relevant safety training. If potential

emergency situations arise, be sure to identify, assess, and address them through emergency plans and response procedures as needed. Proper sanitation, lighting, ventilation and fire safety protection will be provided.

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.

Discipline and Termination

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. Applicable laws regarding employee termination will be followed.

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.

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.

Workers Hours and Compensation

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.

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.

Benefits

At a minimum, benefits will be provided per local law without disproportionate payroll deductions.

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.

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.

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.

Environmental Compliance

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.

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.

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.

Product Quality Management

Product Quality

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.

- A documented protocol for validating product prior to the commencement of manufacture, whether a new product or a new manufacturing facility.
- A documented protocol for assuring and communicating continuous adherence to quality and performance standards related to the company's product line.
- A documented protocol for validating conformance of finished product with approved product.
- A documented manufacturing site selection program.
- Quality compliance-related accountabilities assigned to a senior position.

Inspection

Suppliers will have adequate, transparent inspection processes that address pre-production, production and post-production phases of manufacturing.

Product Safety

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.

Process Management

Suppliers will have documented process management in place to ensure product safety.

Product Design

Safety hazards shall be considered in pre-production and approval phases to eliminate potential design based risks.

Restricted Substance

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.

Product Regulatory Compliance

Products are being produced and checked for quality in conjunction with a compliance checklist.

Subcontracting

HALO will not tolerate subcontracting without prior written consent.

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.

Supply Chain Security

Personnel Security

A process and procedure will be in place and documented to ensure the workforce is properly and legally identified.

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.

Information Technology Security

Process and procedures will be in place and documented for securing electronic communications and data transmission.

Cargo Security

Suppliers must certify that its facilities and factory sources are secure.

Supplier Product Recall Policy

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.

Recall Process Manual

Supplier has 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>

Notifications

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:

- Products that fail to comply with an applicable consumer product safety rule or with a voluntary consumer product safety standard for the markets they are being sold.
- Products that contain a defect which could create a substantial product hazard.
- Products that create an unreasonable risk of serious injury or death.
- 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.

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.

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.).

Product Disposal

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.

Destruction of Product

Upon termination of our Vendor 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.

Data Privacy and Security Standards



Data Security Standards Definitions

Capitalized terms used in this section that are not otherwise defined herein will have the same meaning ascribed to them as set forth in this document.

“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 Supplier’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 Supplier 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 Supplier to perform the Processing of Personal Data on behalf of HALO.

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

Supplier's Obligations

Processing of Personal Data

Supplier may be required to Process Personal Data in connection with the Agreement. Supplier 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 Supplier 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 Supplier from doing so. Supplier will employ reasonable efforts to ensure that the Personal Data it Processes is accurate and complete. Supplier shall limit access to HALO's Personal Data to those employees who have a need to know and access HALO's Personal Data for the performance of the Processing undertaken pursuant to the Agreement. Supplier shall further provide its employees with appropriate training on their responsibilities regarding protecting and safeguarding the confidentiality of Personal Data.

Data Security Incidents

Supplier 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 Supplier to mitigate the effects. Supplier will provide regular updates to such report as new information is discovered. At its expense, Supplier shall investigate and 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. Supplier shall (i) at HALO's sole discretion, either undertake Remediation Efforts at Supplier's sole expense or reimburse HALO for HALO's reasonable costs and expenses in connection with undertaking Remediation Efforts; and (ii) ensure that Supplier's plan for undertaking any Remediation Efforts includes elements aimed at preventing the recurrence of the same or similar type of Data Security Incident.

Deletion or Return of Personal Data

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

Supplier's Obligations Under CCPA

Applicability of CCPA

To the extent Supplier collects, uses, discloses, or otherwise Processes the Personal Data of California residents, Supplier 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, Supplier is a "service provider" as such term is defined by the CCPA.

Processing Restrictions

Supplier 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. Supplier is prohibited from selling and will not sell California residents' Personal Data, as the term "sell" is defined by CCPA.

Supplier may only Process California residents' Personal Data in furtherance of the Agreement. Supplier must comply with all written instructions from HALO regarding its Processing of California residents' Personal Data. Supplier acknowledges that it has given no consideration (monetary or otherwise) for any disclosure or transfer of California residents' Personal Data from HALO to Supplier and any such disclosure or transfer is performed for the sole purpose of facilitating performance of the Agreement.

Supplier's Obligations Under GDPR

Applicability of GDPR

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

Use of Sub-Processors

HALO agrees Supplier 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. Supplier will ensure that each Sub-Processor has entered into a written agreement containing terms no less protective than in this Agreement. Supplier 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 Supplier. Upon request, Supplier will provide a list of its

current Sub-Processors to HALO and a summary the data processing terms. Supplier 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.

Appropriate Safeguards

Supplier 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.

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, Supplier will, taking into account the nature of the Processing and the information available to Supplier, provide reasonable assistance to HALO.

Records of Processing

Supplier 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. Supplier shall make such information and records available to HALO upon request and in a timely manner.

Data Subject Requests

At no cost to HALO, Supplier 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, Supplier 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. Supplier shall assist HALO by taking all appropriate technical and organizational measures so that HALO is able to respond to Data Subject Requests.