



## Consumer Privacy Rights Addendum

Last Updated: December 12, 2022

Your firm and/or affiliates of your firm (“You”) have engaged one or more of the Fidelity companies listed below (each, a “Fidelity Company”) to provide employee-benefit-related and/or financial solutions, products and/or services (“Services”) to You, Your employees and other persons covered by Your employee benefits programs (“Covered Persons”) pursuant to one or more agreements, statements of work, and similar arrangements entered into between You and a Fidelity Company (collectively, the “Agreement(s)”).

### Fidelity Companies:

- Fidelity Workplace Services LLC;
- Fidelity Workplace Investing LLC;
- Fidelity Management Trust Company;
- Fidelity Stock Plan Services LLC; and
- Fidelity Investments Institutional Operations Company LLC

The purpose of this addendum (“Addendum”) is to address the processing of personal information in connection with the California Privacy Rights Act and other U.S. consumer privacy rights laws to the extent applicable to a Fidelity Company as a service provider or data processor (or in a similar role) under such laws in its role as a provider of Services to You and Your Covered Persons. This Addendum is incorporated into and supplements the Agreement(s).

1. **California Privacy Rights Act.** If You are a business that is subject to the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act of 2020 (together with its implementing regulations, the “CPRA”), in providing the Services to You, when a Fidelity Company processes Covered Persons’ personal information that falls within the scope of the CPRA, the Fidelity Company will be acting as a service provider to You for purposes of the CPRA. Each of the following terms used in this Addendum has the meaning assigned to it in the CPRA: “business”, “personal information”, “process”, “sell”, “share”, and “service provider”.
  - 1.1. As a service provider to You under the CPRA, the applicable Fidelity Companies make the following commitments:
    - 1.1.1. The Fidelity Companies will not sell or share the personal information of any Covered Person who is a California resident (each, a “Consumer”), and will not retain, use, or disclose the personal information of any Consumer for any purpose (including for any commercial purpose or other purpose outside of the direct business relationship between You and the Fidelity Companies) other than as permitted by the Agreement(s) (“Business Purpose”) or by the CPRA (subject to any restrictions in Your Agreement(s)).
    - 1.1.2. The Fidelity Companies will cooperate with You in connection with Your efforts to respond to and comply with Consumers’ requests made pursuant to the CPRA that are received by You, subject to any applicable CPRA exceptions or other legal or regulatory requirements applicable to the Fidelity Companies, with the expectation that You will make available to the Fidelity Companies the information necessary for the Fidelity Companies to assist you in responding to such requests. Additionally, for each service provider engaged by a Fidelity Company that processes personal information of Consumers, the Fidelity Company will, by written contract, require the service provider to comply with all of the Fidelity Company’s obligations set forth above.
    - 1.1.3. If a Fidelity Company determines or otherwise becomes aware that it can no longer meet any of its obligations under the CPRA, the Fidelity Company shall notify You in accordance with the notice requirements of the Agreement(s).

- 1.2. With respect to each applicable Fidelity Company, You have the right to take reasonable and appropriate steps to ensure that the Fidelity Company uses the personal information of Consumers in a manner consistent with Your obligations under the CPRA, and upon notice to the Fidelity Company provided in accordance with the notice requirements of the Agreement(s), to take reasonable and appropriate steps to stop and remediate any unauthorized collection, use, processing or retention of such personal information by the Fidelity Company.
2. **Other U.S. Consumer Privacy Rights Laws.** To the extent other U.S. consumer privacy rights laws are or become applicable to a Fidelity Company as a service provider or data processor (or in a similar role) under such laws in its role as a provider of Services to You and Your Covered Persons, the Fidelity Company agrees that, as of the effective date of the applicable U.S. consumer privacy rights laws, the applicable Fidelity Company will comply with its respective obligations under such laws.
3. **Changes.** The terms set forth in this Addendum are not intended to, and shall not, limit or reduce any obligation of the Fidelity Companies or any rights You have under the Agreement(s). Fidelity may however update this Addendum (i) to reflect changes to the CPRA or other applicable consumer privacy rights laws or additional consumer privacy rights laws that come into effect, or (ii) to make such other updates to reflect Fidelity practices so long as such updates are not inconsistent with the first sentence of this Section.

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