

ADDENDUM TO MASTER SERVICES AGREEMENT

This **Addendum to Master Services Agreement** (“**Addendum**”) is dated [insert date] (“**Effective Date**”) and entered into between Conduit Security, Inc. (“**Conduit Security**”) and [insert customername] (“**Customer**”) and is incorporated into and made a part of the Master Services Agreement between the parties dated [insert date] (the “**Agreement**”). Capitalized terms not defined in this Addendum have the meanings set forth in the Agreement.

The parties agree that the terms and conditions set out below shall be added as an addendum to the Agreement. The following obligations shall only apply to “customer information” regulated by SEC Regulation S-P that is provided to, or otherwise accessed by, Conduit Security in connection with its provision of the Services under the Agreement to the extent required by SEC Regulation S-P.

1. DEFINITIONS.

1.1 “Reg S-P Data” means nonpublic personal information contained in Customer Data that is regulated under Regulation S-P. For avoidance of doubt, Reg S-P Data excludes Usage Data, Aggregated Data, and any data that the Services generate (e.g., risk scores, model outputs) that is not regulated under Regulation S-P.

1.2 “Security Incident” means any breach of security resulting in confirmed unauthorized access to information systems owned, operated, or controlled by Conduit Security that process Reg S-P Data.

2. SECURITY.

2.1 Security Measures. Conduit Security shall implement and maintain reasonable technical, administrative, and physical safeguards designed to protect against unauthorized access to or use of Reg S-P Data in Conduit Security’s care, custody, or control and designed to prevent Security Incidents in accordance with the security standards available at <https://trust.conduitsecurity.com/> (collectively, the “**Security Measures**”). Customer acknowledges that the Security Measures may be updated from time to time to reflect process improvements or changing practices, provided that the modifications will not materially decrease Conduit Security’s security obligations hereunder.

2.2 Security Audit. If Customer requires information for its compliance with Regulation S-P, upon Customer’s reasonable written request and not more than once per calendar year, Conduit Security will provide a copy of its most recent SOC 2 Type II report or similar industry certification or any successor standards (“**Report**”) for information security management. The Report will be made available to Customer subject to the confidentiality obligations of the Agreement or a mutually-agreed non-disclosure agreement.

2.3 Security Incident Notification. Upon becoming aware of a Security Incident, Conduit Security will: (a) notify Customer of the Security Incident no later than 72 hours after becoming aware of the Security Incident; and (b) take reasonable steps to identify the nature and scope of such Security Incident, minimize harm, and prevent a recurrence. Conduit Security’s notification of or response to a Security Incident under this section 2.3 will not be construed as an acknowledgement by Conduit Security of any fault or liability with respect to the Security Incident.

2.4 Customer Responsibilities. Customer agrees that, without limitation of Conduit Security’s obligations under this Section 2, Customer is solely responsible for its use of the Services, including: (a) making appropriate use of the Services to ensure a level of security appropriate to the risk in respect of the Reg S-P Data; and (b) securing any account authentication credentials, systems, and devices Customer uses to access or connect to the Services, where applicable. Without limiting Conduit Security’s obligations hereunder, Customer is responsible for reviewing the information made available by Conduit Security relating to data security and making an independent determination as to whether the Services meet Customer’s requirements and legal obligations under Regulation S-P.

3. GENERAL.

Should any provision of this Addendum be invalid or unenforceable, then the remainder of this Addendum shall remain valid and in force. The invalid or unenforceable provision shall be either (a) amended as necessary to ensure its validity and enforceability, while preserving the intent of the provision as closely as possible; or, if this is not possible, (b) construed in a manner as if the invalid or unenforceable part had never been contained therein. To the extent of any conflict or inconsistency between this Addendum and the other terms of the Agreement in relation to Reg S-P Data, this Addendum will govern. Unless otherwise expressly stated herein, the parties will provide notices under this Addendum in accordance with the Agreement, provided that all such notices may be sent via email. Any liabilities arising in respect of this Addendum are subject to the limitations of liability under the Agreement. This Addendum will be governed by and construed in accordance with the governing law and jurisdiction provisions in the Agreement., this Addendum will govern. Unless otherwise expressly stated herein, the parties will provide notices under this Addendum in accordance with the Agreement, provided that all such notices may be sent via email. Any liabilities arising in respect of this Addendum are subject to the limitations of liability under the Agreement. This Addendum will be governed by and construed in accordance with the governing law and jurisdiction provisions in the Agreement.

The parties, by their authorized representatives, have entered into this Addendum to Master Services Agreement as of the Effective Date.

[CUSTOMER]

CONDUIT SECURITY, INC.

Signature:

Signature:

Printed:

Printed:

Title:

Title: