

AMENDMENT TO AGREEMENT(S)

This Amendment unilaterally amends the agreement(s) previously entered into by the Employer and Fidelity Management Trust Company and/or Fidelity Workplace Services LLC (with such applicable contracting entity or entities referred to herein as “Fidelity”) for the Plan (the “Agreement(s)”) as of the Operative Date, defined below.

BACKGROUND

- A. The California Consumer Privacy Act of 2018, as amended by The California Privacy Rights Act of 2020 (together with its implementing regulations, the “CPRA”) is a consumer privacy rights law that applies to businesses that conduct business in California and meet certain other criteria. The CPRA gives California residents certain rights regarding their personal information that is collected, used, processed, or retained by these businesses and imposes certain obligations on service providers to those businesses.
- B. Fidelity provides employee-benefit-related and/or financial solutions, products and/or services to the Employer, its employees and other persons covered by Employer’s employee benefits programs under the Agreement(s) (“Covered Persons”). If the Employer is a business that is subject to the CPRA, in providing these services to the Employer under the Agreement(s), when Fidelity processes Covered Persons’ personal information that falls within the scope of the CPRA, Fidelity will be acting as a service provider to the Employer for purposes of the CPRA.
- C. In anticipation of the CPRA’s operative date of January 1, 2023 or, if later, the effective date of your Agreement with Fidelity (“Operative Date”) and to ensure that Fidelity is considered to be the Employer’s service provider under the CPRA, the Agreement(s) is hereby amended to include the following additional Fidelity commitments with regard to Covered Persons’ personal information that Fidelity processes or receives from or on behalf of the Employer in performing the services covered by the Agreement(s).

ACCORDINGLY, the following is added to the Agreement(s) as a new, unnumbered section, effective as of the Operative Date:

- 1. California Privacy Rights Act.
 - a. Fidelity 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 the parties) other than as permitted by the Agreement(s) (“Business Purpose”) or by the CPRA (subject to any restrictions in the Agreement(s)). Fidelity will cooperate with the Employer in connection with the Employer’s efforts to respond to and comply with Consumers’ requests made pursuant to the CPRA that are received by the Employer, subject to any applicable CPRA exceptions or other legal or regulatory requirements applicable to Fidelity, with the expectation that the Employer will make available to Fidelity the information necessary for

Fidelity to assist in responding to such requests. Additionally, for each service provider engaged by Fidelity that processes personal information of Consumers, Fidelity will, by written contract, require the service provider to comply with all of Fidelity's obligations set forth above.

- b. If Fidelity determines or otherwise becomes aware that it can no longer meet any of its obligations under the CPRA, Fidelity shall notify the Employer in accordance with the notice requirements of the Agreement(s).
 - c. Employer has the right to take reasonable and appropriate steps to ensure that Fidelity uses the personal information of Consumers in a manner consistent with the Employer's obligations under the CPRA, and upon notice to Fidelity 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 Fidelity.
2. Other U.S. Consumer Privacy Rights Laws. To the extent there are other U.S. consumer privacy rights laws that are or become applicable to Fidelity as a service provider or data processor (or in a similar role) under such laws in its role as a provider of employee-benefit-related and/or financial solutions, products and/or services to the Employer and Covered Persons under the Agreement(s), Fidelity agrees that, as of the effective date of the applicable U.S. consumer privacy rights laws, Fidelity will comply with its respective obligations under such laws.
3. General. This Amendment is intended to ensure that by the Operative Date, the Agreement(s) complies with the CPRA's requirement for a business to include certain language in its agreements with its service providers. Accordingly, the terms set forth above in this Amendment are in addition to Fidelity's existing obligations set forth in the Agreement(s), and are not intended to, and shall not, limit or reduce any such obligation of Fidelity or any rights the Employer has under the Agreement(s). In the event the requirements under the CPRA or other applicable U.S. consumer privacy rights laws described herein are modified following the date of this Amendment, Fidelity's obligations as a service provider or data processor (or similar role) hereunder will be deemed to be automatically amended accordingly.
4. Definitions.
- a. Each of the following terms used in this Amendment has the meaning assigned to it in the CPRA: "business", "personal information", "process", "sell", "share", and "service provider." These meanings apply solely for this Amendment language and do not generally apply to other parts of the Agreement(s).
 - b. "Covered Person" means the Employer's employees and other persons covered by Employer's employee benefits programs.
 - c. "CPRA" means The California Consumer Privacy Act of 2018, as amended by The California Privacy Rights Act of 2020, together with its implementing regulations.
 - d. "Operative Date" means January 1, 2023.
 - e. Other capitalized terms used in this Amendment but not defined in this Amendment shall have the meanings given to such terms in the Agreement(s).

This Amendment automatically supplements and amends and is hereby incorporated into the Agreement(s) as of the Operative Date.

**Fidelity Workplace Services LLC and/or
Fidelity Management Trust Company, as applicable**

DocuSigned by:
By: Tonya Douglas
Name: Tonya Douglas
Title: Head of Implementation, workplace Investing