

## **CyberArk Vendor Compliance & Privacy Addendum**

As used herein Vendor means the entity from which CyberArk is purchasing from, and CyberArk means the CyberArk entity indicated on CyberArk's purchase order. Agreement means the purchase order, invoice, SOW or other document, as applicable, that this addendum is attached to.

### **Vendor and Business Partner Code of Conduct**

Vendor agrees to comply, and cause its employees, directors, officers, and any entities or persons acting on its behalf in connection with this Agreement, to comply with all applicable laws and regulations, including anti-bribery and anti-corruption laws, and to comply with CyberArk's Vendor and Business Partner Code of Conduct, available on CyberArk's website at <https://www.cyberark.com/Vendor-Business-Partner-Code-of-Conduct.pdf>.

### **Business Hospitalities in CyberArk's Name**

If providing meals, gifts, entertainment or any other business hospitalities ("Hospitalities") on behalf of CyberArk as part of a marketing event or as an incentive to participation<sup>1</sup>, Vendor agrees to include the following or substantially similar language when making the offer or providing the hospitality:

- This Hospitality is should only be accepted if it is permitted under your company's internal policies and applicable laws.

Upon request, Vendor will provide written evidence that such language was provided to recipients of such Hospitalities.

### **Accurate Books & Records**

Vendor agrees that it shall keep books and records that accurately and fairly reflect any and all payments and transactions made in connection to this Agreement. Upon written notice, CyberArk shall have the right to request copies of CyberArk books and records related to amounts paid under this Agreement.

### **Marketing Communications**

Where Vendor will collect personal data and share it with CyberArk for marketing purposes it shall comply with all applicable data protection laws as detailed under the CyberArk's Controller Addendum which can be found at <https://www.cyberark.com/Igl/CyberArk-Controller-Data-Processing-Addendum.pdf> ("Controller Addendum"). This includes, but is not limited to, collecting data subjects' consent on behalf of CyberArk where required under applicable data protection laws.

### **Data Protection Agreement**

Where the parties will, in connection with this Agreement, share personal data and Vendor is acting in a controller capacity, the parties shall comply with CyberArk's Controller Addendum which in such case is hereby incorporated into the Agreement by reference.

Where Vendor will, in connection with this Agreement, process personal data on behalf of CyberArk, but has not previously entered into a data processing agreement with CyberArk, the parties shall comply with CyberArk's Vendor Data Processing Addendum found at: <https://www.cyberark.com/CyberArk-Vendor-Data-Processing-Addendum.pdf> which in such case is hereby incorporated into the Agreement.

Where Vendor will, in connection with this Agreement, process personal data on behalf of CyberArk and has previously entered into a data processing agreement with CyberArk, any provision in Vendor's existing data processing agreement that refers to data processing in reliance on the EU or Swiss Privacy Shield for transfers of personal data from the EU, UK or Switzerland to the US shall be deemed to be removed, and will now refer solely to the Standard Contractual Clauses<sup>2</sup> instead. In addition Appendix C, Standard Contractual Clauses - Supplementary Terms To Provide Additional Safeguards of CyberArk's Vendor Data Processing Addendum found

---

<sup>1</sup> This requirement is applicable whenever Hospitalities are offered, even in situations where the Vendor is conducting market research on behalf of CyberArk and does not disclose CyberArk's identity.

<sup>2</sup> As used in this Addendum, "Standard Contractual Clauses" means the European Commission's Standard Contractual Clauses for the transfer of personal data to third countries as set out in the Annex to Commission Decision (EU) 2021/914 adopted on June 4, 2021.

at: <https://www.cyberark.com/CyberArk-Vendor-Data-Processing-Addendum.pdf> shall be deemed incorporated into Vendor's existing data processing agreement with CyberArk.

**U.S. Federal Government Required Flow-Down Provisions**

The Agreement shall automatically, without further action necessary, incorporate:

- (a) all versions of Federal Acquisition Regulation ("FAR") and Defense Federal Acquisition Regulation Supplement ("DFARS") clauses that are current when CyberArk enters into an Agreement with Vendor, to the extent required by the FAR or DFARS (as applicable) to be flowed down to Vendor with respect to the services described in the Agreement; and
- (b) any other required contract terms required by CyberArk's end-customers, to the extent required by the end-customers to be flowed down to Vendor with respect to the services described in the Agreement and agreed to in writing by Vendor (which Vendor agrees to negotiate in good faith).

All such clauses shall be binding on Vendor.