

**EQUIPMENT AND TOOL INSTITUTE**  
**GENERAL MEMBERSHIP AGREEMENT**  
**2025**

**EXHIBIT A**

**Data Privacy and Security Requirements**

Member acknowledges that it is fully responsible for the confidentiality and security of the Confidential Information in its possession, custody or control and shall indemnify, defend and hold ETI harmless from any suspected or actual breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Confidential Information that Member has transmitted, stored or otherwise processed ("Data Breach"), which indemnity obligations shall, include, without limitation, direct payment and/or reimbursement of costs and expenses related to investigation, including forensic computer services or assistance.

Member shall: (a) install and maintain industry-standard data security measures for its computer and other networked systems; and (b) implement and maintain reasonable security procedures and practices appropriate to the nature of the information, to protect all Confidential Information obtained from ETI, from unauthorized access, destruction, use, modification or disclosure. Member has adopted a written information security program ("WISP") to govern the protection of all Confidential Information Member receives from ETI, and Member agrees to apply the standards and requirements of all applicable data privacy and security laws to all such Confidential Information, regardless of the jurisdiction in which the subject of the Confidential Information resides. At all times while Member is a member of ETI, and for a period of three (3) years thereafter, Member shall maintain, and provide for ETI's review, from time to time, at ETI's request: (a) the Member's WISP; and (b) other applicable security program documents, including its incident response policies, encryption standards and/or other computer security protection policies or procedures, that constitute compliance with applicable data privacy and security laws.

Member represents and warrants that no Confidential Information has been collected by Member or transferred by Member to third parties in violation of any applicable data privacy or security laws, associated regulations or binding guidance issued by governmental authorities, contractual obligations, or privacy policies or terms of use maintained by Member (collectively, "Data Privacy and Security Requirements"). Member represents and warrants that Member is in compliance with all Data Privacy and Security Requirements with respect to any and all data processing activities in which Member engages. There are no notices, claims, investigations or proceedings pending, or, to the knowledge of Member, threatened, by state or federal agencies, or private parties involving notice or information to individuals that Confidential Information held or stored by ETI has been compromised, lost, taken, accessed or misused. Member has not received any notice regarding any violation of any Data Privacy and Security Requirements, and Member has no reason

to believe that the security of any records collected or maintained by the Member containing Confidential Information that the Member maintains has been breached or potentially breached.

Subject to reasonable notice, the Member shall provide ETI the right to evaluate or audit the Member and its data protection and security processes, procedures, equipment and facilities, from time to time during the Term of the Agreement, and for a period of three (3) years thereafter, to determine whether the Member complies, has complied and has the capacity to comply with Data.

**Privacy and Security Requirements.** The Member shall cooperate fully with ETI and its designated representatives to allow ETI to make such determination.

Member shall maintain security incident management policies and procedures, and shall notify ETI without undue delay (in any event, within 24 hours) upon Member becoming aware of a Data Breach. As part of and following such notice to ETI following a Data Breach, Member shall provide ETI with sufficient information as ETI reasonably requires and to allow ETI to meet any obligations to report or inform individuals or others of the Data Breach under Data Privacy and Security Requirements, including but not limited to (a) the nature of the Data Breach, including the categories of Confidential Information potentially affected and approximate number of data records concerned; (b) the status of any investigations into such Data Breach; (c) the likely consequences of the Data Breach; (d) any measures to be taken to address the Data Breach; and (e) the name and contact details of the data protection officer or other contact point where more information can be obtained. Member further agrees to provide full cooperation and assistance in identifying the cause of such Data Breach and shall take necessary action to remediate the cause. Member shall additionally provide ETI full and prompt cooperation and assistance in relation to any notifications that ETI is required to make as a result of the Data Breach.

