

## CONFIDENTIALITY ADDENDUM

THIS CONFIDENTIALITY ADDENDUM (“Addendum”) is made and entered into as of 25 April 2022 (“Addendum Date”) by and between Global Tax Network US, LLC, for itself and on behalf of its affiliates and subsidiaries (collectively, “Collaborating Office”), and Data Sharing Hub Limited (“DSH”). In consideration of the mutual agreements set forth in this Addendum and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Collaborating Office and DSH agree as follows:

**1. Definitions.** As used in this Addendum, the following terms have the meanings set out below:

- (a) “Client” means a customer of Discloser for or as to whom Recipient performs Services under a Service Agreement, together with the subsidiaries and affiliates of such customer (if any).
- (b) “Confidential Information” means any information of or regarding the Client, whether in tangible or intangible form, including, without limitation, trade secrets, know how, processes, technology, operational methods and practices, research activities, customer lists and related information, vendor lists and related information, details of and information relating to contracts or engagements, information relating to pricing or fees, acquisition or expansion plans, information relating to employees or independent contractors, and information that identifies, or may be used to identify, any person, but does not mean or include information that (i) is or becomes generally available to the public other than as a result of disclosure by Recipient, or (ii) is received by Recipient from someone who (A) is not Discloser or the Client, (B) did not obtain such information as a result of a breach of a duty of confidentiality owing to Discloser or the Client, and (C) provides such information to Recipient without breaching a duty of confidentiality to Discloser or the Client, or (iii) can be established by Recipient, by reasonable evidence, to have been in the possession of Recipient prior to receipt from Discloser or the Client, or (iv) can be established by Recipient, by reasonable evidence, to have been independently developed by Recipient without the aid or use of any Confidential Information.
- (c) “Collaborating Office” means, as the context requires, (i) the Collaborating Office named above, and (ii) any other entity that performs Services under a Service Agreement and has, as a “Collaborating Office”, entered into a DSH confidentiality addendum that is identical (except for the name of the Collaborating Office) to this Addendum or in a form substantially similar to this Addendum.
- (d) “Discloser” means a Collaborating Office that provides Confidential Information to another Collaborating Office under this Addendum.
- (e) “Recipient” means a Collaborating Office that receives Confidential Information from another Collaborating Office under this Addendum.
- (f) “Services” means mobility, tax, relocation, immigration, global payroll, global expansion, global Professional Employer Organization, and/or similar services.
- (g) “Service Agreement” means an oral or written agreement, or any other business relationship not memorialized in writing, between Discloser and Recipient for the provision of Services, inclusive of any addenda or amendments thereto.

**2. Scope and Applicability.**

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- (a) This Addendum provides a mechanism for the sharing of Confidential Information between Cooperating Companies, with DSH serving as a contracting intermediary “hub”. DSH’s contracting intermediary “hub” role allows Collaborating Office to have uniform confidentiality arrangements with other Cooperating Companies without having to enter into multiple individual confidentiality agreements. Each of the other Cooperating Companies is an intended beneficiary of this Addendum. DSH may list Collaborating Office, and post a copy of this Addendum, at <https://dsh.global>.
- (b) This Addendum applies to all Confidential Information provided by Discloser to Recipient, whether before or after entry into this Addendum. When the terms “provided” and “received” are used in this Addendum, they will be read broadly to encompass any means by which Confidential Information is shared with or made accessible by Recipient. For the avoidance of any doubt or confusion in that regard, Confidential Information that is provided by one Collaborating Office (as Discloser) directly to another Collaborating Office (as Recipient) will be subject to the terms of this Addendum even though such Confidential Information does not physically, electronically, or otherwise move through DSH’s possession. Recipient’s obligations under this Addendum are indefinite and will continue as to any Confidential Information for as long as it remains Confidential Information.
- (c) This Addendum is hereby incorporated into, and modifies, amends, and supersedes, the Service Agreement(s) with respect to the subject matter addressed herein; provided, however, that if, as to any Confidential Information, a provision of this Addendum conflicts with a provision of the Service Agreement(s), the conflicting provisions will be reconciled in the manner that is most favourable to the Client to whom such Confidential Information relates.
- (d) Because DSH serves only as a contracting intermediary “hub”, it has no obligations to Discloser or Recipient under this Addendum, whether express or implied. Under no circumstances will DSH have any liability to Discloser or Recipient under or relating this Addendum.

### **3. Use and Handling of Confidential Information.**

- (a) Recipient will comply with all laws and regulations that are applicable to Recipient with regard to the use, possession, or handling of Confidential Information.
- (b) Except as is necessary to perform Services under the Service Agreement, Recipient will not use any Confidential Information or disclose any Confidential Information to anyone for any purpose.
- (c) Recipient will store all Confidential Information that is in tangible or electronic form in a safe place, and will take the same action in protecting such Confidential Information from being acquired by or disclosed to unauthorized persons as it takes with respect to its own confidential or proprietary information or, if it provides greater protection, the action it takes with respect to confidential or proprietary information of its own customers, but not less than commercially reasonable action. At the request of Discloser or the Client, Recipient will destroy those portions of any tangible or electronic materials that are in Recipient’s possession or control and constitute Confidential Information that is then no longer required by Recipient for performance under the Service Agreement; provided, however, that Recipient need not destroy any Confidential Information that is stored in archive or backup electronic or digital media created in the regular and ordinary course of Recipient’s business operations and not accessible without material cost or effort.

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***[SIGNATURE PAGE FOLLOWS]***

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IN WITNESS WHEREOF, Collaborating Office and DSH have executed this Addendum as of the Addendum Date.

**Data Sharing Hub Limited**

By: [[SertifiSStamp\_1]]

Name: Craig A. Dexheimer

Title: Director

**Global Tax Network US, LLC**

By: [[SertifiSStamp\_2]]

Name: [[SertifiLG\_2]]

Title: [[SertifiLG\_2]]

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