

EXHIBIT B
DATA PROCESSING ADDENDUM

This **DATA PROCESSING ADDENDUM** (“**DPA**”) is by and between Legends and Client. This DPA is incorporated into and forms part of the MyShop Account Agreement (“**Agreement**”) entered into by and between the Parties as of the Effective Date. In the event of any conflict between this DPA and the remainder of the Agreement, the terms of this DPA shall prevail. Each party may be referred to herein each as a “**Party**” or collectively as the “**Parties**.”

RECITALS

WHEREAS, Client and Legends are Parties to the Agreement;

WHEREAS, this DPA reflects the Parties’ agreement on the purpose(s) of Processing of Personal Data in connection with the services described in the Agreement; and

WHEREAS, the Parties desire to supplement the Agreement pursuant to this DPA.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Client and Legends agree as follows:

TERMS & CONDITIONS

1. DEFINITIONS. Capitalized terms used but not defined within this DPA will have the meaning set forth in the Agreement. The following capitalized terms used in this DPA will be defined as follows:

1.1. “**Authorized Processor**” means any Business, Third Party, Service Provider, or Controller, Processor, or Subprocessor, each as defined in this Agreement or applicable Data Protection Laws, who has access to any Personal Data under this Agreement.

1.2. “**CCPA**” means the California Consumer Privacy Act of 2018, Cal. Civ. Code § 1798.100 et seq., as amended, including its implementing regulations and the California Privacy Rights Act of 2020.

1.3. “**Client Personal Data**” means Personal Data disclosed by Client by Legends pursuant to the Agreement and this DPA as more particularly set forth in **EXHIBIT C-1**.

1.4. “**Controller**” means the entity which determines the purposes and means of the Processing of Personal Data.

1.5. “**Data Protection Laws**” means, collectively, the data protection and privacy laws and regulations in any relevant jurisdiction from time-to-time that are applicable to the Parties’ performance under the Agreement.

1.6. “**Data Subject**” means an identified or identifiable natural person; where an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier, or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

1.7. “**Effective Date**” means the effective date of the Agreement.

1.8. “**Personal Data**” means any information that relates to or is about an identified or identifiable natural person, or household, or would information that would otherwise be defined as personal data or personal information by applicable Data Protection Laws.

1.9. “**Process**” (and “**Processing**”, “**Processed**”, “**Processes**”, and other similar derivations) means any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

1.10. “**Processor**” means the entity which processes personal data on behalf of the Controller.

1.11. “**Security Incident**” means the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored, or otherwise processed by one of the parties or their vendors.

1.12. “**Sell**,” “**Share**,” “**Business**,” “**Service Provider**,” and “**Third Party**” have the same definition set forth in the CCPA.

1.13. “**Subprocessor**” means any third-party service provider engaged by Vendor that Processes Legends Data under the instruction or supervision of Vendor.

2. RELATIONSHIP OF THE PARTIES – CLIENT PERSONAL DATA. With respect to the CCPA (to the extent applicable) and the Client Personal Data, Client shall be considered a Business and Legends shall be considered a Service Provider. With respect to any other applicable Data Protection Laws, Client shall be considered the Controller of the Client Personal Data and Legends shall be considered a Processor thereof. If Client is a “Business” subject to the CCPA or a “Controller” subject to other applicable Data Protection Laws, then, except as otherwise set forth in the Agreement, applicable Data Protection Laws or this DPA: (a) Legends shall not Sell or Share Client Personal Data, (b) Legends shall use the Client Personal Data for the purposes set out in **EXHIBIT B-1**, (c) Legends shall not use, retain, or disclose Client Personal Data for any purpose other than such purposes, such as another commercial purpose, (d) Legends shall not use, retain, or disclose the Client Personal Data outside the direct business relationship between the parties, and (e) Legends shall act in accordance with the reasonable instructions of Client as set forth in this DPA and the Agreement.

3. INDIVIDUAL DATA RIGHTS. With respect to Data Subject requests regarding their Personal Data pursuant to applicable Data Protection Law, to the extent such request is made through the Online Store, Legends shall be primarily responsible for the request.

4. COMPLIANCE WITH DATA PROTECTION LAWS.

4.1. The Parties will each comply with their respective obligations under all applicable Data Protection Laws.

4.2. If, and to the extent that doing so would be necessary in order to comply with Data Protection Laws, the Parties shall make commercially reasonable efforts to enter into one or more additional agreements covering the Processing of Personal Data. The Parties will agree on the necessary changes in good faith, taking into account the obligation to carry out this contractual relationship in compliance with applicable Data Protection Laws. Each Party shall notify the other immediately if it makes a determination that it can no longer meet the obligations set out in this DPA and, in such event, shall cease processing of the relevant Personal Data or take other actions instructed by the other Party as reasonable and appropriate to remediate the issue.

4.3. Where required by applicable Data Protection Laws or a regulatory authority, the Parties agree to provide the other with such commercially reasonable cooperation as necessary in order to comply with applicable Data Protection Laws.

4.4. From time to time, Legends may make available template privacy policy or disclosure language. CLIENT ACKNOWLEDGES AND AGREES THAT CLIENT SHALL NOT RELY ON SUCH TEMPLATE LANGUAGE AS, OR AS A SUBSTITUTE FOR, LEGAL ADVICE AND THAT CLIENT ITSELF IS SOLELY RESPONSIBLE FOR WORKING WITH ITS OWN LEGAL COUNSEL TO DEVELOP PRIVACY POLICY AND DISCLOSURE LANGUAGE IF AND AS REQUIRED BY APPLICABLE DATA PROTECTION LAWS.

5. USE AND DISCLOSURE OF PERSONAL DATA.

5.1. Subject to the terms of this Agreement, Client grants to Legends a limited right and license to use the Client Personal Data provided by Client in connection with the services provided under the Agreement (solely in accordance with this Agreement and to the extent permitted under applicable Data Protection Laws and privacy policies, and for no other purposes) to:

5.2. Promote events, merchandise, and the growth of various Client initiatives;

5.3. Engage in marketing and advertising (including email marketing and digital advertising campaigns) to drive online traffic to the Online Store for future purchase;

5.4. Operate the Online Stores and provide the Merchandise Services;

5.5. Ensure the safety and security from fraud or third-party security threats (e.g., malware, ransomware, etc.) of the Merchandise Services, Online Stores, Legends, Client, and Legends Affiliates; and

5.6. Optimize and personalize the Online Store for individuals.

5.7. Notwithstanding anything to the foregoing, Client hereby grants to Legends a perpetual, worldwide, royalty-free, non-exclusive, sublicensable and transferable right and license during the Term and after the Term to anonymize and/or aggregate the Client Personal Data as long as such aggregated or anonymized data does not identify the Client as the source of such data. For the avoidance of doubt, all aggregated and/or anonymized data created from or in connection with the Client Personal Data shall be owned by Legends.

6. PROCESSOR OBLIGATIONS.

6.1. General Authorization. Where Legends operates as a Processor to Client with respect to Client Personal Data, Client hereby provides a general authorization to Legends to engage subprocessors currently under contract with Legends as of the Effective Date.

6.2. New Subprocessors. Where Legends operates as a Processor to Client with respect to the Client Personal Data, Legends may engage with a new Subprocessor ("New Subprocessors") to Process the Client Personal Data on Client's behalf. Legends will provide notification of any New Subprocessor(s) before authorizing such new Subprocessor(s) to Process Client Personal Data in connection with the Client Personal Data hereunder. Client may object to the Processing of Client Personal Data by the New Subprocessor by providing a written objection (email sufficient) to Legends within fifteen (15) business days following Legends' written notice to Client of the intended engagement with the New Subprocessor. The parties will make good-faith efforts to resolve any objection Client has to such New Subprocessor. In the absence of a resolution, Legends will make commercially reasonable efforts to provide Client the same level of service without using the New Subprocessor to Process the Client Personal Data. If Client's concerns with such New Subprocessor cannot be resolved, Client may terminate the Agreement upon thirty (30) days' written notice to Legends, subject to a pro-rata reduction.

7. DATA SECURITY AND CONFIDENTIALITY.

7.1. Each party will implement and maintain appropriate technical, administrative, and organizational security measures for the systems under their control (including, third party vendors and Affiliates) to (a) protect Personal Data against accidental or unlawful destruction, loss, alteration, disclosure, or access during Processing; (b) ensure the confidentiality, integrity, availability, and resilience of Processing systems appropriate to the risks represented by the nature and Processing of Personal Data; and (c) regularly test, assess, and evaluate the effectiveness of technical, administrative, and organizational security measures.

7.2. The Parties agree to each take appropriate measures to ensure compliance with this DPA, as applicable, by their employees, contractors, and any Authorized Processor to the extent applicable to their scope of job duties.

8. NOTIFICATION OF SECURITY INCIDENT. In the event that Legends or Client experiences a confirmed Security Incident that involves the Client Personal Data, the impacted Party shall notify the other within forty-eight (48) hours and the Parties shall cooperate in good faith to agree and action such measures as may be necessary to mitigate or remedy the effects of the Data Breach. To the extent that a Security Incident arises from or is related to a Party's software or business partners, subcontractors, or agents Processing of Personal Data or use of or access to a Party's systems in breach of this DPA, the relevant Party is responsible for the costs of mitigating the Security Incident.

9. AUTHORIZED PROCESSORS. The Parties may each appoint Authorized Processors to process Personal Data in support of the Agreement, provided that such Authorized Processors: (a) agree in writing to process Personal Data in accordance with documented instructions of the Controller commissioning the sub-processing; (b) implement appropriate technical, administrative, and organizational security measures to protect any Personal Data against a Security Incident; and (c) otherwise provide sufficient guarantees that they will process any Personal Data in a manner that will meet the

requirements of applicable Data Protection Laws. Legends and Client each accept responsibility for any breach of this DPA that is caused by an act, error, or omission of an Authorized Processor it has appointed.

10. RETURN OR DELETION OF PERSONAL DATA. On termination or expiration of the Agreement, Legends shall make reasonable commercial efforts to: (a) terminate any access to Client systems containing any Personal Data and (b) to return or delete any Client Personal Data on the Legends systems within ninety (90) calendar days of such termination.

EXHIBIT B-1
PERSONAL DATA PROCESSING DETAILS

Categories of Data Subjects

Potential customers and customers of the Online Store.

Categories of Data

Customer name, mailing and billing address, phone, email, Online Store performance, clickstream and traffic data that is reasonably capable of being associate with an individual, and other personal data made available by customers in connection with this Agreement.

Purposes of Data Transfers:

To provide the Services in the Agreement and the DPA, such as to develop, maintain, secure, and operate the Online Store, and to advertise and promote Client's business, including the Online Store.

Recipients of Data Transfers:

Authorized Processors identified in the applicable Privacy Policy, including but not limited to contractors, technology services providers, Legends group companies, financial and legal advisors (as necessary), advertising and marketing service providers (including ad agencies and networks), logistics and distribution providers, customer support services, payment processors.

Client, including Client affiliates.

[Remainder of page intentionally left blank.]