

First Addendum to the Investment Advisory Agreement (EU Data Protection)

This is the First Addendum to the Investment Advisory Agreement, as amended (“Addendum”), made and entered into as of _____, by and between _____ «LastName» (“Client,” “you” or “your”) and Burt Wealth Advisors (“Advisor”) (each, a “Party”, collectively, the “Parties”), and shall become effective as of the date of signatures by both parties.

WHEREAS, the Parties entered into an “Agreement” (as defined below). A copy of which is attached hereto and made a part of this Addendum;

WHEREAS, the European Union’s (“EU”) General Data Protection Regulation 2016/679, as amended, effective on May 25, 2018 (“GDPR”);

WHEREAS, Client, is a “Data Subject” (as defined below) that resides in the EU;

WHEREAS, in connection to the “Services” (as defined below) Client receives in connection to the Agreement, Client has provided the Advisor with “Client Personal Data” (as defined below);

WHEREAS, in connection to such Services, Advisor serves in the capacity of a “Controller” (as defined below) in the collection, management and sharing (as defined below) of Client Personal Data;

WHEREAS, in connection to the continuation of Advisor’s Services to Client, the Parties are entering into this Addendum to reaffirm Client’s consent for Advisor to collect and share Client Personal Data as contemplated under the Agreement or as prescribed herein;

WHEREAS, the terms used in this Addendum shall have the meanings set forth in this Addendum;

WHEREAS, except as modified below, the terms of the Agreement shall remain in full force and effect;

NOW, THEREFORE, in consideration of their mutual promises, Advisor and Client agree that the terms and conditions set out below shall be added as an Addendum to the Agreement. Except where the context requires otherwise, references in this Addendum to the Agreement are to the Agreement as amended by, and including, this Addendum.

1. DEFINITIONS

a. In this Addendum, the following terms shall have the meanings set out below and be construed accordingly:

- i. “Advisor” means Burt Wealth Advisors;
- ii. “Agreement” means the investment advisory agreement between Advisor and Client entitled ‘Investment Advisory Agreement,’ dated April 23, 2014; “Applicable Law” means all applicable laws, rules, regulations and governmental requirements including the GDPR;
- iii. “Controller” means the entity which determines the purposes and means of the Processing of Client Personal Data;
- iv. “Data Subject” means an identified or identifiable natural person as defined under the GDPR, as amended and in accordance with this Addendum;
- v. “GDPR” means the General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679 effective May 25, 2018, as amended;
- vi. “Client Personal Data” means information that can directly or indirectly, identify the Client or Client’s personal information under Applicable Law; Personal Data specifically includes, but is not limited to, the Client’s name, address, birthdate, social security number, bank account number(s), tax identification number, other government-issued identification numbers; other forms and documents Client sends to the Advisor; gender, information to create Client’s online account (such as username and password); and any other information about Client’s transactions with Advisor.
- vii. “Processing” 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;

- viii. “Processor” means contractors, agents and other third parties, including any third-party service providers and/or vendors, which processes Client Personal Data on behalf of the Advisor such as Customer Relationship Managers (“CRM”) providers, cloud-based server providers, custodians, transfer agents, and administrators;
- ix. “Services” means the investment advisory services provided by Advisor under the Agreement;
- x. “Subprocessor” means contractors, agents and other third parties which act as a processor on behalf of Processor.
- xi. “Third Party” means, for the purposes of this Addendum, applicable Processor(s) and/or Subprocessor(s).

2. ADVISOR’S REPRESENTATIONS

- a. Advisor is a Controller under the GDPR.
- b. In connection to the Services under the Agreement, Advisor collects Client Personal Data and determines the means and purposes for which Client Personal Data may be processed in connection to the Agreement.
- c. Client Personal Data may be processed by the Advisor and/or applicable Third Party.
- d. Advisor represents that the collection and Processing of such Personal Data is relevant to the Services under the Agreement.
- e. Advisor will ensure that Advisor and/or applicable Third Party(ies) implement the appropriate technical and organization measures to ensure a level of security appropriate to applicable risks.
- f. In accordance with Article 6 under the GDPR, the Advisor represents that the Advisor has a lawful basis to process Client Personal Data including, but not limited to: the Client’s consent, performance of the Agreement, compliance with Applicable Law, and legitimate interests including Advisor’s contract performance with any applicable Third Party.

3. CLIENT’S REPRESENTATIONS

- a. Client affirms it has provided Advisor with Client Personal Data in connection to the Agreement.
- b. Client affirms that Client Personal Data may be processed by the Advisor and any applicable Third Party in connection to the Agreement.
- c. Client acknowledges, in certain circumstances and subject to Applicable Law, with respect to Client Personal Data held by the Advisor, Client has the right to access, rectify, erase, and/or receive Client Personal Data, as well as restrict and/or object to the processing of Client Personal Data.
- d. Client acknowledges that the scope of this Addendum applies to Client Personal Data for the duration of the Agreement to the extent that Client or Client Personal Data is subject to the jurisdiction of the GDPR.
- e. In accordance with the foregoing, in the event the Client no longer resides in the EU, Client shall provide Advisor with reasonable notice of Client’s relocation to a nation-state located outside of the EU.
- f. Client acknowledges receipt of Advisor’s most recently updated *Privacy Notice*.

4. MEANS OF PROCESSING CLIENT PERSONAL DATA

- a. Processing of Client Personal Data by the Advisor and/or applicable Third Party may include, but is not limited to, the following:
 - i. monitoring, auditing, billing, evaluate and otherwise administer our Services, reconcile activities and other internal functions;
 - ii. storing and/or disseminating on network platforms, and/or portals of the Advisor and or applicable Third Party;
 - iii. retention and maintenance of Client Personal Data for record keeping purposes;
 - iv. payments or distributions into Client’s account(s);
 - v. provide continuous service to you and to conduct our business processing functions (which may include sharing your Personal Information with certain third parties for these purposes);
 - vi. conduct investigations and comply with and enforce applicable legal requirements, relevant industry standards, contractual obligations and our policies and terms;
 - vii. protect against, identify and prevent fraud, unauthorized use and distribution of protected content and other unlawful activity, claims and liabilities;
 - viii. as necessary to perform Services in connection to the Agreement;
 - ix. pursuant to a “legitimate interest” as defined under Applicable Law; and
 - x. other use and/or purposes in accordance with Applicable Law, including other purposes for which you have provided your consent.

5. REAFFIRMATION OF CONSENT

- a. By signing this Addendum, Client is reaffirming Client’s consent that Advisor may process Client Personal Data in connection to the Agreement as defined herein.

6. WITHDRAWAL OF CONSENT

- a. Client acknowledges that in reaffirming its consent under this Addendum, Client may withdraw such consent to Advisor's processing of Client Personal Data with the same ease as it provided such consent to the extent that such a request does not impede, violate, or infringe upon another lawful basis for the Advisor's Processing of such Client Personal Data as permitted by Applicable Law.

7. RETURN AND DELETION OF CUSTOMER DATA

- a. Advisor shall return and/or delete Client Personal Data to Client to extent permissible under Applicable Law.
- b. Notwithstanding Section 6, Client acknowledges that the Advisor may retain or continue to process Client Personal Data in accordance with Applicable Law or that cannot be reasonably removed from the Advisor's systems.

8. AMENDMENT

- a. Client acknowledges that this Addendum is supplemental to, not a replacement of, the applicable rules, laws and regulations that govern the relationship between the Parties in connection to the Agreement and is limited to the governance of Client's Personal Data as discussed herein.

9. TERMINATION

- a. This Addendum shall apply for the duration that the GDPR applies to Client and/or Client's Personal Data in connection to the Agreement.

10. SEVERABILITY

- a. If any provision of this Addendum is found to be invalid, illegal or unenforceable, such provision shall be severed and deemed inoperative, and the remainder of this Agreement shall remain operative and binding on the Parties.

11. GOVERNING LAW AND VENUE

- a. Notwithstanding any other provision in the Agreement, this Addendum shall be governed by, and interpreted in accordance with, the laws of the State of Maryland, USA. Any and all disputes arising hereunder shall be resolved exclusively in State or Federal Courts located in the State of Maryland.

IN WITNESS WHEREOF, this Addendum is entered into and becomes a binding part of the Agreement with effect from the date of the first signature page above.