



Waste Management – Consumer Privacy Rights

This Attachment is made by and between Company (for itself and for the benefit of each Affiliate) and Supplier as such terms are defined in the Agreement. To the extent any of the terms of this Attachment conflict with those in the Agreement, the terms of this Attachment govern. Supplier is providing Services pursuant to and as described in the Agreement. In order to provide the Services, Supplier obtains access to certain personal information. All capitalized terms used but not defined in the Agreement or this Attachment, and the terms “personal information” (including “sensitive personal information”) and “consumer” (or those terms’ functional equivalents, including but not limited to personal data, sensitive personal data, individual, household, or other term describing identifiable information protected by a consumer privacy law), have the same meaning as in applicable laws concerning the privacy and security information reasonably identifying or linked to an individual, including the: California Consumer Privacy Act, Cal. Civ. Code § 1798.100 *et seq.* or its successor the California Privacy Rights Act, Cal. Civ. Code § 1798.100 *et seq.*, and their accompanying regulations as promulgated by the California Attorney General or California Privacy Protection Agency, as then applicable (collectively the “CPRA”); Colorado Privacy Act, Colo. Rev. Stat. § 6-1-1309 *et seq.* (the “CPA”); Utah Consumer Privacy Act, Utah Code § 13-61-101 *et seq.* (the “UCPA”); Virginia Consumer Data Protection Act, Virginia Code § 59.1-571 *et seq.* (the “VCDPA”); and any other future state consumer privacy law substantially similar to the foregoing (collectively these laws are the “Consumer Privacy Laws” or “CPL”). Any rights provided to consumers will be limited to those rights they are entitled to under law and this Attachment does not require Supplier or Company to provide any consumer with rights other than those provided under the Consumer Privacy Laws as applicable to the particular consumer.

1. No Exchange of Consideration

To fulfill the business purpose(s) of the Company and provide Services as set forth in the Agreement, Supplier receives access to certain personal information from the Company. The Parties agree that the exchange of personal information is solely for Supplier to provide Services as set forth in the Agreement, and that Supplier has not provided Company with monetary or other valuable consideration in exchange for access to personal information.

2. Service Provider Obligations

2.1 Supplier will promptly comply with any and all requests from the Company for assistance with responding to any consumer request to exercise such consumer’s rights under the CPL, which may include, but not be limited to, the right to opt-out of the sale or sharing, the right to limit the use or disclosure of sensitive personal information, the right of correction, the right for access to the consumer’s personal information, the right to request erasure of the consumer’s personal information, and any other consumer privacy rights provided under the applicable CPL.

- a. “Promptly” for the purposes of this provision means as soon as reasonably possible and, in any event, no later than five (5) business days.
- b. In the event that a consumer requests that the consumer’s personal information be deleted, Supplier will, at Company’s direction:
 - i. Destroy or cause to be destroyed all paper and active electronic records containing the consumer’s personal information by shredding, incineration, demagnetization, or overwriting, or are otherwise sanitized in accordance with industry standards.
 - ii. Certify to Company in writing that the consumer’s personal information has been deleted or destroyed pursuant to subsection (i) above.
 - iii. In the event that deletion of the personal information is not possible for any legal or technical reason, Supplier shall immediately inform Company what personal information it is unable to delete, and the reason, and shall maintain the personal information, if permitted, under the same terms described herein.

2.2 If Supplier receives a request from a consumer directly to exercise the consumer’s personal information privacy rights under the CPL, Supplier shall immediately notify Company of such request at privacyofficer@wm.com with a copy to General Counsel, 800 Capitol Street, Suite 3000, Houston, TX 77002, within 24 hours. Supplier shall not execute upon such consumer’s request without prior written consent and direction from Company.



2.3 Supplier agrees that the Company shall have the right to perform audits of Supplier’s compliance with this Attachment at the Company’s expense. Audits will take place at a mutually agreed upon time and location. As part of such audits, the Company may require Supplier to complete a CPL questionnaire. Supplier represents and warrants that the responses given to any such questionnaire will be true and accurate. If Company discovers noncompliance by Supplier with this Attachment, Company may require Supplier to be responsible for the cost of the audit, in addition to all other remedies available to Company.

2.4 If Supplier determines that it believes it will no longer be able to comply with this Attachment, it must promptly notify the Company in writing. Upon such notification, the Company will be permitted to take reasonable and appropriate steps to stop and remediate the unauthorized use of personal information.

2.5 Supplier agrees that it shall implement reasonable security procedures and practices appropriate to the nature of the personal information processed in order to protect the personal information from unauthorized or illegal access, destruction, use, modification, or disclosure. If Supplier knows or has reason to believe that any personal information is or was subject to such unauthorized or illegal access, destruction, use, modification, or disclosure, Supplier will notify the Company in writing without unreasonable delay but no later than 24 hours’ notice.

2.6 Supplier agrees that itself, any subcontractor, and any of its personnel or the personnel of any subcontractor processing personal information will be subject to a duty of confidentiality with respect to that personal information.

2.7 Supplier agrees that it shall provide assistance to assist Company to perform assessments of processing activities, as required by CPL, that involve Company personal information processed by Supplier pursuant to the Agreement.

2.8 At the option of the Company, the Supplier shall delete or return all personal information to the Company, as requested, at the end of the provision of services to Company that involve the processing of personal information. Notwithstanding the foregoing, Supplier may retain personal information that it is otherwise required by law to retain, limited to the specific purposes and extent required by law, which shall be articulated in writing to Company.

3. Restriction on Use, Further Collection, and Disclosure of Personal Information

3.1 Supplier certifies that it understands the compliance requirements of the CPL and agrees that it will comply with those requirements, including but not limited to the following with regard to any personal information protected by the CPL that is disclosed pursuant to the Agreement, by not:

- i. Selling or Sharing (as defined by applicable CPL) the consumer’s personal information.
- ii. Retaining, using, or disclosing the personal information for any purpose other than for the business purposes solely for Company as specified in this Agreement, including retaining, using, or disclosing the personal information for a commercial purpose other than the business purposes specified in the Agreement, or as otherwise permitted by the applicable CPL.
- iii. Retaining, using, or disclosing the information outside of the direct business relationship between Supplier and the Company.
- iv. Combining the personal information that Supplier receives pursuant to a written contract with the Company with personal information that it receives from or on behalf of another person or persons or collects from its own interaction with the consumer.

3.2 If Supplier engages any other person to assist it in processing personal information for a business purpose on behalf of the Company, or if any other person engaged by Supplier engages another person to assist in processing personal information for that business purpose, it shall notify the Company of that engagement and provide the Company with an opportunity to object to the use of the subprocessor by Supplier to process Company personal information, and the engagement shall be pursuant to a written contract binding the other person to observe all the requirements set forth in this Attachment and the Agreement with respect thereto.

4. Liability

SUPPLIER WILL BE SOLELY LIABLE AND SHALL INDEMNIFY, DEFEND AND HOLD THE COMPANY, ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS HARMLESS AGAINST (I) ANY AND ALL VIOLATIONS OF THE CPL, BY SUPPLIER, INCLUDING THE FAILURE TO IMPLEMENT REASONABLE SECURITY MEASURES TO PROTECT PERSONAL INFORMATION; AND (II) ALL LOSSES, DAMAGES, COSTS AND EXPENSES RELATED TO ANY BREACH BY SUPPLIER OR ANY SUBPROCESSORS OF ANY TERM OF THIS ATTACHMENT.

