



National Programs

BBB EU Privacy Shield

REF: EU#####-##-##

BBB EU PRIVACY SHIELD PARTICIPATION AGREEMENT

1. The Agreement. This Participation Agreement ("Agreement") is between BBB National Programs ("BBB NP"), a Delaware corporation, and **BUSINESS NAME, INC.**, a Delaware corporation, and any subsidiaries or affiliates listed on this Agreement: (Collectively, "THE PARTICIPANT").

2. Participation Requirements. BBB NP administers the BBB EU Privacy Shield Program and Dispute Resolution Procedure ("BBB EU Privacy Shield"), which provides support to THE PARTICIPANT in achieving self-certification with the EU-U.S. and/or Swiss-U.S. Privacy Shield Framework(s) (the "Privacy Shield") administered by the U.S. Department of Commerce, and also provides dispute resolution services for eligible privacy complaints submitted by data subjects, against participating companies.

A. THE PARTICIPANT represents and warrants that:

- i. The individual signing this Agreement on behalf of THE PARTICIPANT has the authority to bind THE PARTICIPANT to the terms and conditions of this Agreement.
- ii. Following the execution of this Agreement and confirmation by BBB NP as a participating business in BBB EU Privacy Shield, it shall promptly file a self-certification application and will maintain a current Privacy Shield self-certification with the U.S. Department of Commerce for the duration of its participation in the BBB EU Privacy Shield Program.

B. THE PARTICIPANT agrees that all subsidiaries or affiliates covered under this Agreement:

- i. Will be listed individually in THE PARTICIPANT'S self-certification submission and in its listing on the Privacy Shield List maintained by the Department of Commerce; and

- ii. Will be covered by a common Privacy Shield privacy policy (the “Policy”), which will be reviewed and approved by BBB NP. The Policy shall be displayed on each subsidiary and affiliate’s respective website, and shall include (i) a direct hyperlink to the BBB EU Privacy Shield online complaint pages; and (ii) contact information for a shared point of contact responsible for handling all Privacy Shield complaints for THE PARTICIPANT. Any changes to the BBB NP approved policy—including changes requested by the Department of Commerce during the certification process—shall be promptly notified to BBB NP.
- C. THE PARTICIPANT shall notify BBB NP, in writing, of any proposed changes to THE PARTICIPANT’S subsidiaries or affiliates to be covered under the Agreement no less than ten (10) days in advance of the proposed change in coverage.

In any instance where BBB NP finds that THE PARTICIPANT has failed to comply with the foregoing provisions, BBB NP shall have the right to terminate this Agreement unless THE PARTICIPANT cures such non-compliance within fifteen (15) days of its receipt of written notice from BBB NP. BBB NP shall provide such notice by electronic mail to THE PARTICIPANT’S primary contact listed in BBB NP records pursuant to section 13 of this Agreement.

3. Advertising and Publicity. THE PARTICIPANT may use the word mark “BBB” for the sole purpose of advertising THE PARTICIPANT’S participation in the Program within THE PARTICIPANT’S website privacy policy. THE PARTICIPANT may use “BBB” only in a manner and context approved in advance by BBB NP. Once THE PARTICIPANT’S participation in the Program ends, THE PARTICIPANT shall immediately cease use of the word mark and confirm in writing the same. BBB NP reserves the right, in its sole discretion, to require THE PARTICIPANT to remove the word mark from THE PARTICIPANT’S website at any time during THE PARTICIPANT’S participation in the Program.

BBB NP may refer to or list THE PARTICIPANT as a member of BBB EU Privacy Shield in marketing materials and regulatory filings, and in response to inquiries by the U.S. Department of Commerce or other appropriate government agencies.

4. Procedure Requirements. BBB NP administers the BBB EU Privacy Shield Dispute Resolution Procedure (“the Procedure”) to address complaints brought by data subjects

alleging that a Participating Business has failed to comply with the Privacy Shield and related documents (collectively, “the Privacy Shield”) with respect to personal data collected in the European Union, Switzerland, or other countries participating in the Privacy Shield Frameworks, and received in the United States pursuant to Privacy Shield. The Procedure is governed by the BBB EU Privacy Shield Procedure Rules (“Rules”) posted on the BBB EU Privacy Shield website.

BBB NP may in its reasonable discretion, upon thirty (30) days prior notice to THE PARTICIPANT, alter, amend and/or update the Rules at any time and from time to time. Such notice shall be provided by electronic mail to THE PARTICIPANT’s primary contact identified in section 13 of this Agreement. Prior notice of Rules changes shall also be posted on the BBB EU Privacy Shield website.

5. Participation in the Procedure. If THE PARTICIPANT is the subject of a complaint submitted by any party to BBB EU Privacy Shield alleging a violation of the Privacy Shield Principles, THE PARTICIPANT agrees to participate in the Procedure in accordance with the Rules.

THE PARTICIPANT further agrees that in the event of THE PARTICIPANT’s non-compliance with the Rules or with BBB NP’s final determination of a complaint, BBB NP may take enforcement action, which may include reporting THE PARTICIPANT’s non-compliance to the Federal Trade Commission (“FTC”) or other appropriate government agency, as well as to the U.S. Department of Commerce.

BBB NP publishes an annual Procedure Report describing aggregated complaint data. THE PARTICIPANT acknowledges that in any instance when BBB NP refers THE PARTICIPANT to an appropriate government agency as described above, the matter, including THE PARTICIPANT’s name and the fact of the non-compliance, will be reported in a Case Report published on the BBB EU Privacy Shield website and included in the subsequent annual Procedure Report.

6. Fees and Costs. THE PARTICIPANT agrees to pay BBB NP the following fees and costs for its participation in the Program and the Procedure:

- A. An annual contract fee in accordance with the Program Fee Schedule posted on the BBB EU Privacy Shield website on the date that this Agreement is executed by THE PARTICIPANT or is automatically renewed. The contract fee is assessed annually on the last day of the calendar month in which THE PARTICIPANT joins the Program.
- B. For each case referred to the Data Privacy Board (“DPB”) for a Data Privacy Review in accordance with the Rules, an hourly fee, not to exceed \$250 per hour, for reviewing case materials, participating in teleconferences, and writing the DPB decision.

BBB NP will provide reasonable documentation identifying the activities and time spent for fees billed under section B above.

- C. All amounts due under this Agreement shall be invoiced to THE PARTICIPANT by BBB NP and paid within thirty (30) days after receipt. BBB NP reserves the right to adjust the fees and costs periodically.

7. Limitation of Liability. The maximum aggregate liability of BBB NP for all claims brought by THE PARTICIPANT for breach of this Agreement, regardless of the form or cause of action, shall be BBB NP’s gross revenues from fees paid by THE PARTICIPANT under this Agreement.

8. Indemnification. Except to the extent paid for by BBB NP insurance, THE PARTICIPANT will save and hold harmless BBB NP (including its officers, directors, employees, volunteers and independent contractors) from any and all liability, claims, damages or expenses (including attorney’s fees and costs) that may be sustained by reason of or arising out of any complaint filed in the Procedure in relation to THE PARTICIPANT. BBB NP agrees to provide prompt notice to THE PARTICIPANT of any complaint or notice of action that may be subject to this indemnification provision, and agrees to cooperate with THE PARTICIPANT in the defense of such complaint/action. THE PARTICIPANT shall have the right to settle any such complaint/action; provided, however, that THE PARTICIPANT must give reasonable notice of any proposed settlement to BBB NP, and BBB NP has the right to reject such settlement and continue a defense of the matter at BBB NP’s own cost and direction. THE PARTICIPANT shall have no obligation to indemnify or hold BBB NP harmless in any situation where a final court judgment finds that BBB NP engaged in reckless or negligent activities.

9. Term. The term of this Agreement shall be for one year starting from the Effective Date. This Agreement shall automatically renew for successive one-year terms thereafter unless terminated by either party. This Agreement may be terminated by either party upon thirty (30) days written notice; provided, however, that THE PARTICIPANT may terminate this Agreement upon written notice in response to any changes made in the Procedure Rules.

The expiration or termination of this Agreement shall not relieve either party of any obligations vested prior to the expiration or termination. Specifically, BBB NP will continue processing to completion any and all outstanding privacy complaints initiated against THE PARTICIPANT during the term of this Agreement. The PARTICIPANT agrees to cooperate with BBB NP in resolving such complaints either through settlement or through a final decision following a Data Privacy Review, and further agrees to pay BBB NP any outstanding fees that may be incurred pursuant to section 6 of this Agreement.

10. Entire Agreement. This Agreement embodies the whole agreement between the parties and supersedes any prior agreements, understandings and obligations between the parties.

11. Assignment. THE PARTICIPANT may not assign or transfer, directly or indirectly, any of its rights or delegate any of its duties under the Agreement without the prior written consent of BBB NP.

12. Governing Law. This Agreement shall be governed by and interpreted under the laws of the Commonwealth of Virginia without regard to its conflict of laws provisions.

13. Contact. THE PARTICIPANT designates the following primary contact, who shall receive all notices and other communications from BBB NP by electronic mail regarding THE PARTICIPANT's participation in the Procedure:

PRIMARY CONTACT NAME, contact@business.com

This contact may be changed at any time by written notice via electronic mail to BBB NP.

14. Severability. In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force.

15. Waiver. The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach.

16. Relationship. Nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship between the parties.

17. Effective Date. This Agreement shall take effect upon execution by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate.

BBB NATIONAL PROGRAMS

BUSINESS NAME, INC.

By:

By:

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

Additional Covered Entities

EXAMPLE DOCUMENT