

# JIL MARCUS GROUP GLOBAL PRIVACY STATEMENT

## 1.0 OVERVIEW

### 1.1 PURPOSE

JIL Marcus Group is committed to protecting the privacy of Personal Information we may collect or obtain in the course of business from individuals inside or outside the organization. This Global Privacy Statement (“Privacy Statement”) describes the type of Personal Information JIL Marcus Group may collect, how we may use and share that information, and how you can correct or change such information.

### 1.2 SCOPE

This Privacy Statement describes the ways JIL Marcus Group manages Personal Information it receives: (i) in the course of its operations involving current, prospective, and former clients (collectively, “Clients”); (ii) from visitors of JIL Marcus Group offices, websites, or events; (iii) from prospective employees in connection with employment applications and prospective partners in association with partnership considerations; and (iv) in the course of interactions with its current, prospective, and former suppliers, vendors, subcontractors, and business partners (collectively, “Suppliers”), including in each such case on JIL Marcus Group’s website located at <https://jilmarcusgroup.com/> and any and all future websites operated by or on behalf of JIL Marcus Group (the “Sites”). All individuals and entities that Process Personal Information on behalf of JIL Marcus Group are expected to protect Personal Information in adherence to this Privacy Statement.

Our Privacy Policy for Talent Management Data governs the management of the Personal Information of our employees and partners and shall control in the event of a conflict with this Privacy Statement.

If you are a resident of California, please review our California Privacy Notice in section 4.

### 1.3 KEY TERMS

- “Controller” has the meaning set forth in the Regulation (EU) 2016/679 (“GDPR”);

- “EEA” means the European Economic Area, which is currently composed of the following thirty (30) countries: Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Italy, Ireland, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, and Sweden.
- “GDPR” means Regulation (EU) 2016/679;
- “Personal Data” or “Personal Information” has the meaning set forth in the GDPR.
- “Process” or “Processing” means any operation which is performed upon Personal Information, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, acquisition, holding, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction;
- “Processor” has the meaning set forth in the GDPR;
- “Sensitive Data” or “Sensitive Personal Information” is a subset of Personal Information which, due to its nature, has been classified by law or by policy as deserving additional privacy and security protections. Sensitive Personal Information includes Personal Information regarding individuals located in the EEA that is classified as a “Special Category of Personal Data” under European Union or EEA member state law, which consists of the following data elements:
  - (1) race or ethnic origin;
  - (2) political opinions;
  - (3) religious or philosophical beliefs;
  - (4) trade union membership;
  - (5) genetic data;
  - (6) biometric data where Processed to uniquely identify a person;
  - (7) health information; and
  - (8) sexual orientation or information about the individual's sex life.
- “Supervisory Authority” means an independent public authority established in a local country within the European Union pursuant to GDPR Article 51.

- "Supervisory Authority Concerned" means a Supervisory Authority which is concerned with the Processing of Personal Information because: (a) the Controller or Processor is established on the territory of the member state of that Supervisory Authority; (b) data subjects residing in the member state of that Supervisory Authority are substantially affected or likely to be substantially affected by the Processing; or (c) a complaint has been lodged with that Supervisory Authority.
- "Third Party" is any natural or legal person, public authority, agency, or body other than the Data Subject, Paul Hastings, or Paul Hastings' agents.

## **2.0 POLICY**

### **2.1 THE PERSONAL INFORMATION WE COLLECT AND HOW WE USE IT**

The types of Personal Information we may collect (directly from you or Third Parties) depend on the nature of the relationship that you have with JIL Marcus Group and the requirements of applicable law. We collect only information relevant for the purposes of Processing. We do not engage in automated decision making when Processing your Personal Information. Depending upon JIL Marcus Group's relationship with you, we Process your Personal Information with your consent; for the performance of a contract with you; for a legitimate interest; or as necessary for a legal requirement or obligation. Below are some of the ways we collect Personal Information and how we use it.

#### **Clients**

Personal Information JIL Marcus Group Processes from or about Clients includes title, name, address, phone number, email address, business or company affiliation, username and, if you have access to any of our secure online resources, an answer to a security question, password, government identification, credit card, and other financial information related to payments for services or goods and other details Clients may provide. In certain Client engagements, we may collect employee and other information of our Clients, including Personal Information of others who have a relationship or otherwise interact with our Clients.

We Process Personal Information about or on behalf of Clients for a variety of business purposes, including but not limited to:

- providing legal services;
- generally managing Client information;
- responding to questions and requests;
- providing access to certain areas and features of the Sites;
- verifying Client identity;
- communicating about Client accounts and activities on the Sites and systems and, at JIL Marcus Group's discretion, changes to any JIL Marcus Group policy;
- tailoring content, publications, and advertisements and offering what we believe may be of interest to Clients;
- processing transactions and payments for services purchased by Clients;
- improving JIL Marcus Group Sites and systems;
- developing new services; and
- further purposes disclosed at the time that Clients provide Personal Information, or otherwise with consent.

## **Suppliers**

The Personal Information JIL Marcus Group collects from its Suppliers relates to the management of these relationships and the exchange of requested products and services. Such Personal Information may include title, name, address, phone number, email address, invoicing and other payment information, and agreements executed with JIL Marcus Group.

We Process Personal Information about Suppliers for a variety of business purposes, including but not limited to:

- generally managing Supplier information;
- responding to questions and requests;
- providing access to certain areas and features of the Sites;

- verifying Supplier identity;
- communicating about Supplier accounts and activities, including activities on JIL Marcus Group Sites and systems, and, in JIL Marcus Group's discretion, changes to any JIL Marcus Group policy;
- processing payments for products or services purchased by JIL Marcus Group;
- improving JIL Marcus Group Sites and systems;
- developing new products, processes and services;
- processing applications and transactions; and
- further purposes disclosed at the time Suppliers provide Personal Information, or otherwise with consent of the Supplier.

### **Visitors**

If you visit a JIL Marcus Group office, we may collect Personal Information about you, including, but not limited to, your title, name, address, phone number, email address, business or company affiliation, government identification (driver's license, passport), and other details you provide. We Process this Personal Information for a variety of purposes, including to verify your identity, to provide access to JIL Marcus Group facilities and systems, for security and other safety purposes, to communicate with you regarding your visit, to provide information we believe may be of interest to you, including regarding JIL Marcus Group's services, and for purposes disclosed at the time you provide Personal Information, or otherwise with your consent.

### **Recruiting**

If you submit Personal Information via the Careers section of our Sites, or otherwise to inquire about or apply for a position at JIL Marcus Group, we will Process such Personal Information in accordance with our Privacy Policy for Talent Management Data and not to market to you.

### **Social Media Activities**

JIL Marcus Group may collect Personal Information to enable Data Subjects to use online social media resources, which may include posting or sharing Personal Information with others. When using these resources, you should consider what Personal Information you share with others.

### **Information from Third-Party Sources**

JIL Marcus Group may collect Personal Information about you from Third Party sources to supplement information provided by you. This supplemental information allows us to verify or supplement information that you have provided to JIL Marcus Group and to enhance our ability to provide you with information about our business and services. JIL Marcus Group's agreements with these Third Parties typically limit how JIL Marcus Group may use this supplemental information.

### **Direct Mail, Email and Other Forms of Electronic Communication**

Clients and Suppliers that provide us with Personal Information, or whose Personal Information we obtain from Third Parties, may receive periodic emails, mailings, or other forms of electronic communication from us with information on our services, legal or other news or developments, or upcoming special events. We offer our Clients and Suppliers the option to decline these communications at no cost.

### **Research/Survey Solicitations**

JIL Marcus Group may perform research (online and offline) via surveys and may engage Third Parties to conduct such surveys on our behalf. All survey responses are voluntary, and the information collected may be used or disclosed for research, analytics, and reporting purposes to help us to better serve Clients and Suppliers.

### **Users of Our Sites – Cookies, Similar Tools and Aggregate Information**

We may use cookies or similar tools to collect internet protocol (IP) addresses of those who use our Sites. When visiting one of our Sites for the first time, you will be prompted to provide consent for our use of cookies. Should you decline, some features of our Sites may be unavailable to you. Should you consent to our use of cookies; the cookie will be deleted once you end your session by closing your browser.

### **Mobile Computing and Other Applications**

JIL Marcus Group may provide websites and online resources that are designed to be used on mobile computing devices. Mobile versions of JIL Marcus Group Sites may require that users log in with a username and password. In such cases, information about use of each mobile version of the Sites may be associated with user accounts. In addition, JIL Marcus Group may enable individuals to download an application, widget, or other tools that can be used on mobile or other computing devices. Some of these tools may store information on mobile or other devices. These tools may transmit Personal Information to JIL Marcus Group to enable Data Subjects to access user accounts and to enable JIL Marcus Group to track use of these tools. Some of these tools may enable users to email reports and other information from the tool. JIL Marcus Group may use Personal Information or non-identifiable information transmitted to us to enhance these tools, to develop new tools, for quality improvement, and as otherwise described in this Privacy Statement or in other notices JIL Marcus Group provides.

## **2.2 CHOICE/MODALITIES TO OPT OUT**

You have the right to opt-out of certain uses and disclosures of your Personal Information, as set out in this Privacy Statement.

Where you have consented to JIL Marcus Group's Processing of your Personal Information or Sensitive Personal Information, subject to applicable legal and ethical obligations that may apply to us and to our

lawful ability to enforce our rights or your obligations to us, you may withdraw that consent at any time and opt-out. Additionally, before we use Personal Information for any new purpose not originally authorized by you, we will provide information regarding the new purpose and give you the opportunity to opt-in to such secondary uses. If you choose not to opt-in to our secondary use of your Personal Information, we will not Process it for that use.

Prior to disclosing Sensitive Data to a Third Party or Processing Sensitive Data for a purpose other than its original purpose or the purpose authorized subsequently by the Data Subject, JIL Marcus Group will endeavor to obtain each Data Subject's consent. Where consent of the Data Subject is required by law or contract, we will comply with the law or contract. For more information about how to consent to or withdraw consent for certain uses and disclosures of your Personal Information {insert link to JMG Contact US tab}.

An "Unsubscribe" button will be provided at the top or bottom of each email marketing communication sent by JIL Marcus Group, so that you may opt out of further email communications. However, we will continue to send transaction-related emails regarding our relationship and the services you have requested.

## **2.3 ONWARD TRANSFER**

### **Information We Share**

JIL Marcus Group does not sell or otherwise disclose Personal Information about you, except as described in this Privacy Statement or as you explicitly consent. JIL Marcus Group may share Personal Information with our service providers and consultants for our internal business purposes or to provide you with a service that you have requested. Payment information will be used and shared only to effectuate your order and may be stored by a service provider for purposes of future orders. JIL Marcus Group requires our service providers to agree in writing to maintain confidentiality and security of Personal Information they maintain on our behalf, including to provide at least the same level of protection as required by the applicable data protection laws, including the GDPR, not to use it for any purpose other than the purpose for which JIL Marcus Group retained them and to notify JIL Marcus Group if they



make a determination that they can no longer comply with that obligation. With respect to onward transfers to third parties under GDPR, JIL Marcus Group is required to remain liable should such third parties Process Personal Information in a manner inconsistent with the GDPR.

We may disclose information about you: (i) if we are required to do so by law, court order, or legal process; (ii) in response to lawful requests by public authorities, including to meet national security or law enforcement requirements; (iii) under the discovery process in litigation or arbitration; (iv) to enforce JIL Marcus Group policies, contracts, or other rights; (v) to collect amounts owed to JIL Marcus Group; (vi) when we believe disclosure is necessary or appropriate to prevent physical harm or financial loss, or in connection with an investigation or prosecution of suspected or actual illegal activity; or (vii) if in good faith we believe that disclosure is otherwise necessary or advisable. In addition, from time to time, server logs may be reviewed for security purposes—e.g., to detect unauthorized activity on the Sites. In such cases, server log data containing IP addresses may be shared with law enforcement bodies, contractors, or consultants so that they may identify users in connection with their investigation of the unauthorized activities.

We reserve the right to disclose or transfer any information we have about you in the event of a proposed or actual reorganization, sale, lease, merger, joint venture, assignment, amalgamation, or any other type of acquisition, disposal, or financing of all or any portion of JIL Marcus Group or of any of our assets (including should JIL Marcus Group cease to trade, become insolvent, or enter into receivership or any similar event occur). Should such an event take place, we will endeavor to direct the transferee to use Personal Information in a manner that is consistent with this Privacy Statement.

### **Data Transfers**

JIL Marcus Group is a global firm, with offices, Clients, and Suppliers located throughout the world. As a result, your Personal Information may be transferred to other JIL Marcus Group offices, data centers, and servers in Europe, Asia, South America, or the United States for the purposes identified. Any such transfer of Personal Information shall take place only in accordance with applicable law.

JIL Marcus Group will take steps designed to comply with all applicable local laws when Processing Personal Information, including any local law conditions for and restrictions on the transfer of Personal Information. JIL Marcus Group may also protect your data through other legally valid methods, including international data transfer agreements.

Persons located within the EEA, Switzerland or the United Kingdom:

JIL Marcus Group aims to ensure that appropriate technical and organizational security measures and safeguards are applied when transferring Personal Information outside of the EEA, Switzerland or the United Kingdom and that privacy rights outlined in this Policy are preserved. JIL Marcus Group has established Standard Contractual Clauses that have been recognized by the applicable data protection authorities as providing an adequate level of protection to the Personal Information we Process globally. Where appropriate, we enact other data protection measures intended to ensure that all transfers of Personal Information are subject to appropriate safeguards as defined by the regulation.

## **2.4 INDIVIDUAL RIGHTS OF ACCESS AND CHOICE**

Subject to applicable law, you may have the right to obtain confirmation regarding whether JIL Marcus Group Processes Personal Information about you, request access to and receive information about the Personal Information we maintain about you, receive copies of the Personal Information we maintain about you, update and correct inaccuracies in your Personal Information, object to the Processing of your Personal Information, and have the information blocked, anonymized, or deleted, as appropriate. The right to access Personal Information may be limited in some circumstances by local law. To exercise these rights, please submit a written request to us at [Privacy@jilmarcusgroup.com](mailto:Privacy@jilmarcusgroup.com)

Where otherwise permitted by applicable law, you may use any of the methods set out in this Privacy Statement to request access to, receive (port), or restrict Processing, seek rectification, or request erasure of Personal Information held about you by JIL Marcus Group. Such requests will be processed in line with applicable laws. Although JIL Marcus Group makes good faith efforts to provide individuals with access to their Personal Information, there may be circumstances in which JIL Marcus Group is unable to

provide access, including but not limited to: where the information contains legal privilege, would compromise others' privacy or other legitimate rights, where the burden or expense of providing access would be disproportionate to the risks to the individual's privacy in the case in question, or where the information is commercially proprietary. If JIL Marcus Group determines that access should be restricted in any particular instance, we will endeavor to provide you with an explanation of why that determination has been made and a contact point for any further inquiries. To protect your privacy, JIL Marcus Group will take commercially reasonable steps to verify your identity before granting access to or making any changes to your Personal Information.

### **Persons located within the EEA, Switzerland or the United Kingdom**

Paul Hastings adheres to applicable data protection laws, which, if applicable, practicable, and required under the GDPR or other applicable law, include the following rights:

- If the Processing of Personal Information is based on your consent, you have a right to withdraw consent at any time for future Processing;
- You have a right to request from us, where we act as a Controller as defined in the law, access to and rectification of your Personal Information;
- You have a right to object to the Processing of your Personal Information;
- You have a right to lodge a complaint with the local Supervisory Authority in your country; and
- As applicable under French law, you can also send us specific instructions regarding the use of your Personal Information after your death, by submitting a written request to us at [Privacy@jilmarcusgroup.com](mailto:Privacy@jilmarcusgroup.com)
- When we Process Personal Information about you, we do so with your consent or as necessary to provide the products you use, operate our business, meet our contractual and legal obligations, protect the security of our systems and our Clients, or fulfill other legitimate interests of JIL Marcus Group, or otherwise as described in Section 2 ("Policy") above. When we transfer Personal Information from the EEA, Switzerland or the United Kingdom, we do so based on a variety of legal mechanisms, as described in Section 2.3 ("Onward Transfer") above.

## **2.5 RETENTION**

JIL Marcus Group retains Personal Information that we receive for as long as necessary to fulfill the purpose(s) for which the information was collected, to provide our services and products and to resolve disputes, establish legal defenses, conduct audits, pursue legitimate business purposes, enforce our agreements, and comply with all applicable laws.

## **2.6 SECURITY**

The security of all Personal Information provided to JIL Marcus Group is important to us and we take reasonable steps designed to protect your Personal Information. JIL Marcus Group maintains administrative, technical and physical safeguards designed to protect Personal Information that is received against accidental, unlawful, or unauthorized destruction, loss, alteration, access, disclosure or use.

## **2.7 OTHER RIGHTS AND IMPORTANT INFORMATION**

### **Do Not Track**

Our Sites are not designed to respond to "do not track" requests from browsers.

### **“Shine the Light” and “Eraser” Laws**

Residents of the State of California may request a list of all third parties to which we have disclosed certain information during the preceding year for those third parties' direct marketing purposes.

### **Links to Third Party Websites**

Please note that our Sites may contain links to other websites for your convenience and information. JIL Marcus Group does not control Third Party websites or their privacy practices, which may differ from those set out in this Privacy Statement. JIL Marcus Group does not endorse or make any representations about Third Party websites. Any Personal Information you choose to give to these Third Parties is not covered by this Privacy Statement. JIL Marcus Group encourages you to review the Privacy Statement of any company or website before submitting your Personal Information. Some Third Parties may choose to

share their users' Personal Information with JIL Marcus Group; that sharing is governed by that company's Privacy Statement, not JIL Marcus Group's Privacy Statement.

## **Changes to this Privacy Statement**

JIL Marcus Group may update this Privacy Statement from time to time as it deems necessary or appropriate in its sole discretion. If there are any material changes to this Privacy Statement, JIL Marcus Group will notify you by email, by means of a notice on our Sites, or as otherwise required by applicable law. JIL Marcus Group encourages you to review this Privacy Statement periodically to be informed regarding how JIL Marcus Group is using and protecting your information and to be aware of any policy changes. Any changes to this Privacy Statement take effect immediately after being posted or otherwise provided by JIL Marcus Group.

## **2.8 CONTACT US**

If you have any questions or comments regarding this Privacy Statement or JIL Marcus Group privacy practices, or if you would like us to update information or preferences you provided to us, you may contact us at [Privacy@jilmarcusgroup.com](mailto:Privacy@jilmarcusgroup.com). If you are located in the EEA and believe JIL Marcus Group has not adequately resolved any issues, you may contact the Supervisory Authority concerned.

## **3. JIL Marcus Group's Client EEA, Switzerland, UK Data Processing Addendum**

The following provisions are executed by and between JIL Marcus Group (the "Firm," "we" and "our") and any entity or individual who engages or uses any of the services of the Firm ("Client," "you" and "your"). The effective date of this data processing addendum is the date on which the Firm first provides services to the Client or the date on which the Client signs the Firm's engagement letter, whichever occurs first.

### **3.1 General Provisions**

Unless otherwise expressly provided, when our services require us to collect or process Personal Data<sup>1</sup> (1) in the European Economic Area (EEA) (which in this provision shall include the United Kingdom, regardless of "Brexit") or Switzerland or (2) belonging to a resident of the EEA or Switzerland, you

("Client") (including, for purposes of this provision, any of your subsidiaries and affiliates) agree to the terms of this data protection addendum ("Addendum") with regard to the processing of that data.

The Firm treats all Personal Data received within or from the EEA or Switzerland or relating to persons located in those jurisdictions in accordance with GDPR and the legislation implementing GDPR in EEA member states (or, in the case of Switzerland, with its equivalent legislation).

### **3.2 Security**

Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, we will, in relation to Personal Data, implement appropriate technical and organizational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of GDPR.

### **3.3 Firm Responsibilities**

We will act only on your instructions in relation to any Personal Data that we process on your behalf or at your direction, including, with regard to transfers of Personal Data<sup>1</sup>, to a third country or an international organization, unless otherwise required by law. In such cases, we will inform you of such legal requirement before processing unless disclosure is prohibited under applicable law. We may use any Personal Data (including Sensitive Personal Data) that we Process on your behalf primarily for the provision of legal and professional services to you and for related purposes including:

- (1) updating and enhancing client records and improving our ability to provide you with legal/professional services;
- (2) statutory returns; and
- (3) legal and regulatory compliance.

In accordance with our engagement letter and our Global Privacy Statement (available at [www.jillmarcusgroup.com](http://www.jillmarcusgroup.com)), we will ensure that persons authorized to process any Client Personal Data have committed themselves to confidentiality.

### **3.4 Cross-Border Data Transfers**

In relation to Personal Data transferred to us by you or at your direction, you agree that we may transfer Personal Data (including Sensitive Personal Data) outside of the EEA or Switzerland to the United States or other locations around the world in which we have offices or business operations. The Firm has executed Data Transfer Agreements, which include the Standard Contractual Clauses, approved under Directive (EU) 2021/915 (as it may be amended or modified), between its EEA offices and each of our global offices outside of the EEA or the UK, as well as with all sub-processors where applicable. For the purposes of any transfers of UK Personal Data, the Firm has additionally executed the UK International Data Transfer Agreement ("IDTA") between its UK offices and each of our global offices outside of the UK or EEA, as well as with all subprocessors where applicable.

You also agree that we may provide Personal Data (including Sensitive Personal Data) to third parties as required to fulfill our engagement (e.g., to other professional advisers and expert witnesses), regardless of where they are located.

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<sup>1</sup> "Personal Data" and any other capitalized terms that appear in this provision that are not expressly defined shall have the meaning provided in the General Data Protection Regulation ("GDPR"), (EU) 2016/679. References to "Personal Data" and other defined terms as they relate to Switzerland shall have the meanings ascribed to them in the Swiss Federal Data Protection Act, and references to "GDPR" in the context of Switzerland (i.e., to Personal Data processed or relating to persons in Switzerland) shall be understood to refer to that Act.

### **3.5 Assistance**

In relation to Personal Data, where practicable, we will assist you, by using appropriate technical and organizational measures to:

- (1) fulfill your obligations as the Data Controller to respond to requests for exercising the data subject's rights laid down in GDPR, Articles 12-23, and (2) ensure compliance with GDPR, Articles 32-36, taking into account the nature of processing and the information available to us.

We will make available to you, upon reasonable request and no more than once annually, all information necessary to demonstrate compliance with the obligations under GDPR Article 28, including allowing for and contributing to audits and inspections.

### **3.6 Third Party Processing**

For the purposes of vendors, suppliers, or other third parties we may engage as sub-processors of Personal Data:

We will require those sub-processors to adhere to the requirements of Article 32 of the GDPR regarding the security of processing.

A list of sub-processors who support our operations and may process Personal Data is available on request. You consent to our use of these sub-processors and acknowledge that this list may be updated from time to time. If you object to a sub-processor, we will work with you in good faith to address the objection.

In the event that we engage a new sub-processor specifically and principally for the purpose of supporting your matters, we will provide you advance notice and an opportunity to object.

### **3.7 Retention**

Upon your request, and subject to and in accordance with applicable laws, we will delete or return to you all Personal Data.

### **3.8 Security Incidents**

We will notify you without undue delay if we become aware of any security incident affecting your Personal Data, in an attempt to provide you with sufficient information to allow you to meet any obligations to report or inform data subjects or the appropriate Data Protection Authority of the Personal Information breach under applicable data protection laws.

## **4.0 California Privacy Notice**

California Consumer Privacy Act ("CCPA"), as amended by the California Privacy Rights Act ("CPRA"), privacy notice (this "California Privacy Notice") is included in our Global Privacy Statement ("Privacy Statement") and applies to JIL Marcus Group's processing of personal information related to California consumers, such as our (a) current, prospective, and former clients (collectively, "Clients"); (b) visitors of JIL Marcus Group offices, websites, or events; (c) prospective employees in connection with employment applications and prospective partners in association with partnership considerations; and (d) in the course of interactions with its current, prospective, and former suppliers, vendors, subcontractors, and business partners (collectively, "Suppliers"), including in each such case on JIL Marcus Group's website located at <https://jilmarcusgroup.com/> and any and all future

websites operated by or on behalf of Paul Hastings (the “Sites”). (collectively, “Consumers,” “you,” or “your”).

Any capitalized terms or other terms not defined herein shall have the meaning given to them in the Privacy Statement or, if not defined herein or in the Privacy Statement, the CCPA, as amended by the CPRA. To the extent of any conflict between this California Privacy Notice and the rest of our Privacy Statement, this California Privacy Notice shall control only with respect to Consumers and their personal information. If you are located elsewhere, please see section 1-3 of our Privacy Statement.

#### 4.1 Personal Information We May Collect

The following chart shows the categories of personal information that we may have collected during the past twelve (12) months, the sources of such information, the business purposes for which we may use such information, and the categories of third parties to whom we may disclose for such purposes.

For the table below, the list of examples for each category is intended to be illustrative and not exhaustive. We also may not collect or disclose every example listed (or use every example for each business purpose).

Categories of Personal Information	Types of Personal Information Collected	Sources of Personal Information	Business Purposes
Identifiers (e.g., name, address, e-mail address, title, business or company affiliate, username)	<ul style="list-style-type: none"> <li>• Name (First, Middle, Last)</li> <li>• Business or Company Information</li> <li>• Title</li> <li>• Alias</li> <li>• Postal Address</li> <li>• Unique Personal Identifier</li> <li>• Online Identifier</li> <li>• IP Address</li> <li>• Email Address</li> </ul>	<ul style="list-style-type: none"> <li>• Correspondence (e.g., email, phone, letter)</li> <li>• JIL Marcus Group’s facilities (e.g., building security, reception)</li> <li>• Secure File Transfer or collaboration software</li> <li>• Website forms and contact pages</li> <li>• Outside legal- related services(e.g., other law firms, expert witnesses)</li> </ul>	<ul style="list-style-type: none"> <li>• Providing legal/professional services</li> <li>• Client management and identity verification</li> <li>• Providing client alerts, direct marketing, or other communications (e.g., webinars)</li> <li>• Providing access to Sites and facilities</li> </ul>
Categories of personal information as described in Section 1798.80(e)	<ul style="list-style-type: none"> <li>• Medical Information</li> <li>• Financial Information</li> <li>• Government IDs</li> <li>• Employment Details</li> <li>• Employment History</li> </ul>	<ul style="list-style-type: none"> <li>• Correspondence (e.g., email, phone, Wi-Fi, letter)</li> <li>• JIL Marcus Group’s facilities (e.g., building security, reception)</li> <li>• Secure File Transfer or collaboration software</li> <li>• Website forms and</li> </ul>	<ul style="list-style-type: none"> <li>• Providing legal/professional services</li> <li>• Client management and identity verification</li> <li>• Providing access to Sites and facilities</li> <li>• Processing transactions and payments for services rendered to Clients</li> </ul>



		<ul style="list-style-type: none"> <li>contact pages</li> <li>Outside legal- related services (e.g., other law firms, expert witnesses)</li> </ul>	
Sensitive Personal Information	<ul style="list-style-type: none"> <li>Social Security Number</li> <li>Driver's License Number</li> <li>State Identification Card</li> <li>Passport Number</li> <li>Racial or Ethnic Origin</li> <li>Religious or Philosophical Beliefs</li> <li>Union Membership</li> <li>Contents of mail, email, text messages</li> <li>Health Information</li> <li>Sex Life or Sexual Orientation</li> </ul>	<ul style="list-style-type: none"> <li>Correspondence (e.g., email, phone, Wi-Fi, letter)</li> <li>JIL Marcus Group's facilities (e.g., building security, reception)</li> <li>Secure File Transfer or collaboration software</li> <li>Website forms and contact pages</li> <li>Outside legal- related services (e.g., other law firms, expert witnesses)</li> </ul>	<ul style="list-style-type: none"> <li>Providing legal/professional services</li> <li>Client management and identity verification</li> <li>Providing access to Sites and facilities</li> <li>Processing transactions and payments for services rendered to Clients</li> </ul>
Internet or Network Activity	<ul style="list-style-type: none"> <li>Internet Browser</li> <li>Operating System</li> <li>Referral URL</li> <li>Pages Viewed</li> <li>Date/Time of Visit</li> </ul>	<ul style="list-style-type: none"> <li>Server logs</li> <li>Cybersecurity vendors (e.g., endpoint security, anti- virus)</li> </ul>	<ul style="list-style-type: none"> <li>Providing access to Sites and services</li> <li>Incident detection/prevention</li> <li>Internal analytics concerning Site interactions</li> </ul>

Audio, electronic, visual, thermal, olfactory, or similar information	<ul style="list-style-type: none"> <li>• Phone Call Recordings</li> <li>• Web Conferencing Recordings</li> </ul>	<ul style="list-style-type: none"> <li>• Correspondence (e.g., email, phone, Wi-Fi, letter)</li> <li>• Communications (e.g., webinars)</li> </ul>	<ul style="list-style-type: none"> <li>• Providing legal/professional services</li> <li>• Client management and identity verification</li> <li>• Providing client alerts, direct marketing, or other Outside legal services (e.g., other law firms, expert witnesses)</li> </ul>
Inferences drawn from any of these personal information categories	<ul style="list-style-type: none"> <li>• Legal analysis in relation to individuals</li> </ul>	<ul style="list-style-type: none"> <li>• Correspondence (e.g., email, phone, Wi-Fi, letter)</li> <li>• JIL Marcus Group's facilities (e.g., building security, reception)</li> <li>• Secure File Transfer or collaboration software</li> <li>• Website forms and contact pages</li> <li>• Outside legal- related services (e.g., other law firms, expert witnesses)</li> </ul>	<ul style="list-style-type: none"> <li>• Providing legal/professional services</li> <li>• Client management and identity verification</li> </ul>

## 4.2 Disclosures of Personal Information

We do not sell your personal information. However, in order for us to provide our services, we may share your personal information with certain third parties, including:

- Vendors (e.g., hosting/storage, web conferencing, document processing, IT support)
- Outside legal- related services (e.g., other law firms, expert witnesses)

In addition, we also may disclose the above categories of personal information:

1. To fulfill or meet the reason you provided the personal information;
2. To comply with our health and safety obligations;
3. To develop, improve or optimize our Site and services (including through provision of IT or other support);
4. To establish, exercise or defend legal claims;
5. To comply with applicable law, court orders, subpoenas or governmental regulations;
6. To respond to requests by public authorities, including for the purpose of meeting national security or law enforcement requirements;
7. In the event of a merger, acquisition, disposition of all or substantially all of the relevant assets of the business, bankruptcy or similar event (including due diligence related thereto);
8. As described to you when collecting your personal information; or
9. As otherwise authorized or required by applicable law.

### 4.3 Your CCPA Rights

#### Access

Where not otherwise covered by attorney-client privilege or other confidentiality, statutory, or evidentiary obligations, you may request access to the personal information that we have collected and maintained about you (along with information regarding its use and disclosure) over the past twelve (12) months upon appropriate verification. You may only make such requests twice (2) per every twelve (12) months.

#### Deletion

You have the right to request that we delete personal information collected and maintained about you, subject to certain exceptions (including those set forth under *Access* above, as applicable).

Once your request is verified and we have determined that we are required to delete that information in accordance with applicable law, we will delete your personal information accordingly. Your request to delete your personal information may be denied if it is necessary for us to retain your information under one or more of the exceptions listed in the CCPA, as amended by the CPRA. Please note that a record of your deletion request may be kept pursuant to our legal obligations.

#### Correction

You have the right to request that we correct any inaccurate personal information we maintain about you, taking into account the nature of the personal information and the purposes for which we are processing such personal information. We will use commercially reasonable efforts to correct such inaccurate personal information about you.

#### Opt-Out of Sale or Sharing of Personal Information

You have the right to opt-out of the sale of personal information. We do not sell personal information, including the personal information any individuals under the age of 16.

You have the right to opt out of the sharing of your personal information with third parties for the purposes of cross-context behavioral advertising or profiling. We do not share personal information for the purposes of cross-context behavioral advertising or profiling.

#### Limit Use of Sensitive Personal Information

You have the right to request that we limit our use of any sensitive personal information to those uses, which are necessary to perform our Services or for other specifically enumerated business purposes under the CCPA, as amended by the CPRA.

### 4.4 Exercising Your Rights

To exercise any of your rights described above, please submit a request to us by either:

- Emailing us at [privacy@jilmarcusgroup.com](mailto:privacy@jilmarcusgroup.com)
- Calling us at 1-646-974-8570.

Please note that you have a right not to receive discriminatory treatment for the exercise of your rights under the CCPA, as amended by the CPRA.

#### **4.5 Verifying Your Request**

Only you, or a person that you authorize to act on your behalf, may make a request related to your personal information. *Your request must be verifiable before we can fulfill such request.*

Verifying your request will require you to provide sufficient information for us to reasonably verify that you are the person about whom we collected personal information, or a person authorized to act on your behalf.

We will only use the personal information that you have provided in a verifiable request to verify your request. As stated above, we cannot respond to your request or provide you with personal information if we cannot verify your identity or authority.

Please note that we may charge a reasonable fee or refuse to act on a request if such request is excessive, repetitive, or manifestly unfounded.

#### **4.6 Retention of Personal Information**

As described in the Global Privacy Statement, we retain personal information only for as long as necessary to fulfill the purpose(s) for which the information was collected, to provide our services and products and to resolve disputes, establish legal defenses, conduct audits, pursue legitimate business purposes, enforce our agreements, and comply with all applicable laws.

#### **4.7 Contacting Us**

If you have any questions regarding our privacy practices as it relates to this California Privacy Notice, please contact us via email at [privacy@jilmarcusgroup.com](mailto:privacy@jilmarcusgroup.com) with the subject line, "**California Privacy Notice.**"