

## LOCKHEED MARTIN DATA PROTECTION ADDENDUM

### PROVISIONS FOR DATA PROCESSING SUBJECT TO APPLICABLE DATA PROTECTION LEGISLATION

#### 1. Definitions

"**Applicable Laws**" means all applicable data privacy and security laws and regulations, including Canada, the United States ("US"), the United Kingdom ("UK"), and the European Union ("EU") including without limitation the General Data Protection Regulation (Regulation (EU) 2016/679) ("GDPR") as transposed into domestic legislation of each Member State of the EU; the UK Data Protection Act 2018 as well as the General Data Protection Regulation ("UK GDPR"); the California Consumer Privacy Act of 2018 (the "**CCPA**"), the California Privacy Rights Act of 2020 (the "**CPRA**"), and similar state laws and/or any other applicable data protection legislation in force, in each case as amended, replaced or superseded from time to time applicable to, or having jurisdiction over, SELLER in its performance of the Work covered by the Contract;

"**Contract**" means the instrument of contracting, such as "Purchase Order", "PO", "Subcontract", or other such type designation, including these General Provisions, all referenced documents, exhibits, and attachments. If these terms and conditions are incorporated into a "master" agreement that provides for releases, (in the form of a Purchase Order or other such document) the term "Contract" shall also mean the release document for the Work to be performed;

"**Data Controller**" has the meaning attributed to it in Applicable Laws ;

"**Data Processor**" has the meaning attributed to it in Applicable Laws ;

"**Data Subject**" has the meaning attributed to it in Applicable Laws ;

"**Data Subject Access Request**" means a request made by, or on behalf of, a Data Subject as granted pursuant to Applicable Laws;

"**EEA**" means the EU Member States as well as Iceland, Liechtenstein and Norway;

"**International Data Transfer Agreement**" (IDTA) means a contractual agreement to cover international personal data transfers to comply with Article 46(2)(d) UK GDPR as updated, amended, replaced, or superseded from time to time found at <https://ico.org.uk/for-organisations/uk-gdpr-guidance-and-resources/international-transfers/international-data-transfer-agreement-and-guidance/>;

"**Joint Controller**" has the meaning attributed to it in Applicable Laws ;

"**Member State**" means those countries located primarily in Europe that form the political and economic membership known as the European Union;

"**Personal Data**" and "**Personal Information**" have the meanings attributed to them in Applicable Laws. Within this document, references to "Personal Data" shall mean "Personal Information" where the data originates outside of the EU;

"**Personal Data Breach**" has the meaning attributed to it in Applicable Laws ;

“**Process**” or “**Processing**” has the meaning attributed to it in Applicable Laws;

“**Standard Contractual Clauses**” means the standard contractual clauses for the transfer of Personal Data to Processors established in third countries which do not ensure an adequate level of protection as set out in the European Commission Implementing Decision (EU) 2021/915 or 2021/914, of 4 June 2021, as updated, amended, replaced or superseded from time to time by such Commission found at [https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-data-protection/standard-contractual-clauses-scc/standard-contractual-clauses-international-transfers\\_en](https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-data-protection/standard-contractual-clauses-scc/standard-contractual-clauses-international-transfers_en)

“**Sub-processor**” means affiliates, agents, subsidiaries and/or subcontractors to which SELLER subcontracts or otherwise delegates the Processing of Personal Data in furtherance of the Contract;

“**Supervisory Authority**” means (a) an independent public authority which is established by a Member State pursuant to Article 51 of the GDPR; and (b) any similar regulatory authority responsible for the enforcement of Applicable Laws; and

“**Work**” means all required labor, articles, materials, supplies, goods, and services constituting the subject matter which SELLER performs under the Contract.

## 2. SELLER as Data Processor

2.1 SELLER is authorized to process the Personal Data described in the Contract solely for the purposes and only to the extent to furnish the Work to or on behalf of LOCKHEED MARTIN (that, for the purposes of this Section 2 only, acts as the sole Data Controller) and to protect Data Subjects. In particular, LOCKHEED MARTIN might instruct SELLER to transfer data outside the country from which the Personal Data originates . Where SELLER is required by law to further process the Personal Data described in the Contract, SELLER shall inform LOCKHEED MARTIN of that legal requirement before Processing unless that law prohibits such information be provided on public interest grounds.

2.2 Prior to Processing Personal Data (and otherwise upon LOCKHEED MARTIN’s request), SELLER will provide LOCKHEED MARTIN with:

2.2.1 Copies of any certifications SELLER maintains (along with relevant supporting documentation) that apply to the systems, policies and procedures that govern the Processing of Personal Data. Examples of potentially relevant certifications include without limitation: SSAE 16 – SOC1, SOC2, SOC3; ISO 27001:2013; ISO 27018:2014, EU Binding Corporate Rules; and/or the APEC Cross Border Privacy Rules System. SELLER will promptly notify LOCKHEED MARTIN if SELLER fails or no longer intends to adhere to such certifications or successor frameworks. If SELLER does not maintain any such external certifications related to privacy, security or data protection then SELLER shall alternatively provide LOCKHEED MARTIN with documentation sufficient to demonstrate SELLER’s ability to comply with its obligations as a Data Processor under Applicable Laws.

2.3 Where the Work requires SELLER to process Personal Data as a Data Processor for LOCKHEED MARTIN, SELLER shall (and shall assure that any of its personnel and its Sub-processors involved in the performance of the Contract) comply with Applicable Laws and will duly observe all of its obligations thereunder that arise from the Contract.

Accordingly, SELLER shall:

- 2.3.1 Implement and maintain appropriate technical, organizational and contractual measures (including any certifications or other documents referenced herein, which will be made available immediately upon request by LOCKHEED MARTIN) to (1) ensure the security of the Personal Data, (2) guard against unauthorized or unlawful Processing of the Personal Data, and (3) guard against accidental loss, alteration or destruction of, or damage to, the Personal Data as required by Applicable Laws. In assessing the appropriate level of security, SELLER shall take into account the risks presented by the Processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to LOCKHEED MARTIN Personal Data transmitted, stored or otherwise Processed;  
  
;
- 2.3.2 Provide reasonable assistance, as requested by LOCKHEED MARTIN, with any data protection impact assessments, which are required under Applicable Laws, and any prior consultations with any Supervisory Authorities or other competent data privacy authorities, which LOCKHEED MARTIN reasonably considers to be required under Applicable Laws;
- 2.3.3 appoint, and identify to LOCKHEED MARTIN, the data protection lead(s) who will serve as SELLER's point of contact for Personal Data security and privacy inquiries;
- 2.3.4 provide LOCKHEED MARTIN with such information as LOCKHEED MARTIN may reasonably require to satisfy itself that SELLER is complying with its obligations under Applicable Laws. Such information requests may include without limitation SELLER assisting LOCKHEED MARTIN as needed to respond to requests from the Information Commissioner's Office or other Supervisory Authorities, Data Subjects, customers, or others to provide information about the Work provided by SELLER constituting the Processing of Personal Data;
- 2.3.5 take reasonable steps to ensure the reliability of any SELLER personnel who have access to Personal Data, including without limitation ensuring that all SELLER personnel required to access Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this Contract and Applicable Laws; ensuring in each case that access is strictly limited to those individuals who need to access the relevant LOCKHEED MARTIN Personal Data as strictly necessary in the context of that individual's duties to the SELLER;
- 2.3.6 keep confidential and secure at all times Personal Data relating to Data Subjects. SELLER shall ensure that none of its personnel publish, disclose or divulge any Personal Data to any third party unless directed in writing to do so by LOCKHEED MARTIN; and
- 2.3.7 ensure SELLER does not knowingly or negligently do or omit to do anything which places LOCKHEED MARTIN in breach of LOCKHEED MARTIN's obligations under Applicable Laws.

## Privacy Notices

- 2.4 All SELLER web sites and portals to be used for the purpose of the Contract that collect Personal Data shall include a privacy notice that meets the requirements of Applicable Laws. Upon LOCKHEED MARTIN's request, SELLER shall submit the privacy notice for LOCKHEED MARTIN's approval before its use or amendment.

### **Cookies Use on Web Sites**

- 2.5 In relation to all SELLER web sites and portals, including remote access portals, to be used for the purpose of the Contract the SELLER shall:
- 2.5.1 minimize the use of cookies placed on the user/subscriber's computer to that necessary for the effective functioning of the Work; and
  - 2.5.2 configure a dedicated page that clearly defines what cookies are set, what they are used for and, for public use web sites and portals, how the user/subscriber can disable cookies. There shall be a prominent link to this page on the website landing page.

### **Personal Data Breaches**

- 2.6 SELLER is required to immediately notify LOCKHEED MARTIN in the event of a Personal Data Breach (i.e., no later than seventy-two (72) hours after learning of the Personal Data Breach) and provide LOCKHEED MARTIN with sufficient information which allows LOCKHEED MARTIN to meet any obligations to report a Personal Data Breach under Applicable Laws. Such notification shall at a minimum:
- 2.6.1 describe the nature of the Personal Data Breach, the categories and numbers of Data Subjects concerned, and the categories and numbers of Personal Data records concerned;
  - 2.6.2 communicate the name and contact details of SELLER's data protection officer or other relevant contact from whom more information may be obtained;
  - 2.6.3 describe the likely consequences of the Personal Data Breach; and
  - 2.6.4 describe the measures taken or proposed to be taken to address the Personal Data Breach.
- 2.7 SELLER, at its expense, shall fully cooperate with LOCKHEED MARTIN and take such reasonable commercial steps as are directed by LOCKHEED MARTIN to assist in the investigation, mitigation and remediation of each Personal Data Breach.
- 2.8 In the event of a Personal Data Breach, SELLER shall not inform any third party without first obtaining LOCKHEED MARTIN'S prior written consent, unless notification is required by Applicable Laws to which SELLER is subject, in which case SELLER shall to the extent permitted by such law, inform LOCKHEED MARTIN of that legal requirement, provide a copy of the proposed notification and consider any comments made by LOCKHEED MARTIN before providing notification of the Personal Data Breach.

### **Subcontracting and Outsourcing**

- 2.9 SELLER shall not subcontract any Personal Data Processing to a Sub-processor without obtaining prior written consent of LOCKHEED MARTIN..
- 2.10 SELLER shall disclose to LOCKHEED MARTIN in writing the identity of any intended Sub-processor and Personal Data Processing in Annex III of this Data Protection Addendum, providing LOCKHEED MARTIN with such information regarding the Sub-processor as is reasonably required. If SELLER wishes to update or amend the Sub-processors identified in Annex III, it must obtain prior written consent of LOCKHEED MARTIN.
- 2.11 SELLER shall enter into a written agreement with the Sub-processor(s) which give effect to the terms set out in this clause, and upon request, provide a copy of its agreements with Sub-processors to LOCKHEED MARTIN for review.
- 2.12 SELLER shall carry out adequate due diligence on each Sub-processor to ensure that it is capable of providing the level of protection for LOCKHEED MARTIN Personal Data as is required by the Contract including without limitation sufficient guarantees to implement appropriate technical and organizational measures in such a manner that Processing will meet the requirements of Applicable Laws and the Contract (including without limitation this Data Protection Addendum), and provide evidence of such due diligence when requested by LOCKHEED MARTIN or a Supervisory Authority.
- 2.13 SELLER shall remain fully liable to LOCKHEED MARTIN for any failure by each Sub-processor to fulfil its obligations in relation to the Processing of any LOCKHEED MARTIN Personal Data.

#### **Data Transfers**

- 2.14 Personal Data transfers from SELLER to Sub-processors are not permitted, except where subcontracting is permitted by LOCKHEED MARTIN in accordance with paragraph 2.9 above. Personal Data transfers outside the country from which the Personal Data originates may be subject to additional requirements such as those described in Section 2.15 below.
- 2.15 Where a data transfer to a Sub-processor is authorized by LOCKHEED MARTIN, SELLER shall not transfer Personal Data to a Sub-processor which is located outside the EEA or United Kingdom unless:
  - 2.15.1 SELLER confirms that any such transfer is governed by, as applicable:
    - 2.15.1.1 the provisions of the 'Standard Contractual Clauses (Processors)' (as laid down in Commission Implementing Decision (EU) 2021/915 under Article 28(7) of Regulation (EU) 2016/679), the 'Standard Contractual Clauses (Third Countries)' (as laid down in Commission Implementing Decision (EU) 2021/914) and/or the United Kingdom International Data Transfer Agreement (IDTA); or
    - 2.15.1.2 such other mechanism authorized by Applicable Laws; and
  - 2.15.2 SELLER provides LOCKHEED MARTIN prior written notice and opportunity to object.
- 2.16 LOCKHEED MARTIN shall have the right to terminate the Contract without additional cost and without liability to SELLER in the event of a reasonable objection to SELLER's proposed transfer.

- 2.17 Absent both parties being located in an adequate country or otherwise having implemented safeguards that are deemed to be adequate under Applicable Law, such as Binding Corporate Rules, by signing this Data Protection Addendum, the parties execute and incorporate by reference the Standard Contractual Clauses. For the purpose of this Data Protection Addendum, when the parties execute the Standard Contractual Clauses, they acknowledge that (i) LOCKHEED MARTIN is the “data exporter” and SELLER is the “data importer” and (ii) the law applicable to the Standard Contractual Clauses is the law applicable to the EEA country where LOCKHEED MARTIN or LOCKHEED MARTIN Affiliate is established.
- 2.17.1 Upon determination that the Standard Contractual Clauses shall apply to Personal Data transfers, the parties acknowledge and agree Module One (Transfer controller to controller), Module Two (Transfer controller to processor), and/or Module Three (Transfer processor to processor) shall be selected and applied, as the context requires, including their Annexes contained within this Data Protection Addendum;
- 2.17.1.1 The parties acknowledge and agree that Clause 7 shall apply.
- 2.17.1.2 Under Clause 9, Option 2 shall apply and the data importer shall provide at least thirty (30) days’ notice to data exporter related to any changes in the use of Sub-processors.
- 2.17.1.3 Under Clause 17, Options 1 or 2 shall apply dependent upon the applicable Module. The parties acknowledge and agree that the governing law shall be where the data exporter is established or Poland.
- 2.17.1.4 Under Clause 18, the parties acknowledge and agree that the choice of forum and jurisdiction shall be the courts of where the data exporter is established or Poland.
- 2.17.2 Where such Personal Data transfers include a transfer from the United Kingdom to a non-adequate country, the parties shall execute and incorporate by reference the IDTA. The required IDTA Parts 1, 2, and 3 are attached as Annex IV, V, and VI of this Data Protection Addendum.

### **Data Subject Access Requests**

- 2.18 SELLER is required to immediately notify LOCKHEED MARTIN in the event of any Data Subject Access Request received or if SELLER receives a request to rectify, block or erase any Personal Data.
- 2.19 SELLER shall provide LOCKHEED MARTIN assistance at no additional cost in responding to any complaint, communication or request made in relation to the subject matter of this clause, including by promptly providing LOCKHEED MARTIN with full details and copies of the complaint, communication or request; and such assistance as is reasonably requested by LOCKHEED MARTIN to enable compliance with a Data Subject Access Request, within the relevant timeframe(s) required by Applicable Laws.

### **Communications from Supervisory Authorities**

- 2.20 SELLER is required to immediately notify LOCKHEED MARTIN in the event of any communication from a Supervisory Authority in connection with Personal Data Processed under

the Contract. SELLER shall provide LOCKHEED MARTIN assistance at no additional cost in responding to any such communication, including by promptly providing LOCKHEED MARTIN with full details and copies thereof.

### **Data Retention**

- 2.21 SELLER and any Sub-processor shall only retain LOCKHEED MARTIN Personal Data to the extent that and for as long as the Personal Data is necessary for the performance of the Contract.
- 2.22 SELLER shall maintain complete and accurate records and information to demonstrate its compliance with this clause. SELLER shall, immediately upon request by LOCKHEED MARTIN, return or securely destroy any Personal Data relating to Data Subjects in its control or possession other than where it is required by Applicable Laws to retain such information.

### **Audits**

- 2.23 SELLER shall support audits by LOCKHEED MARTIN of its service operations and information security, and those of its agents, subsidiaries and subcontractors, at a frequency of once every 24 months or where a significant change in the service implementation has occurred. SELLER shall at no cost to LOCKHEED MARTIN implement any remediation actions identified by the audits in an agreed time plan.

## **3. SELLER as Data Controller or Joint Controller**

- 3.1 Where both LOCKHEED MARTIN and SELLER act as Data Controllers, or as a Joint Controllers, in relation to the Personal Data Processed under the Contract,
  - 3.1.1 the parties acknowledge that each party will act as a separate and independent Data Controller in relation to the Personal Data which they Process pursuant to the Contract;
  - 3.1.2 if both parties jointly determine they are Joint Controllers, they shall clearly define respective Processing responsibilities in the Statement of Work;
  - 3.1.3 The parties shall each comply with their respective obligations under Applicable Laws in respect to their Processing of Personal Data;
  - 3.1.4 When disclosing information, each party shall:
    - 3.1.4.1 only disclose the Personal Data for the defined purpose (other than to comply with a requirement of applicable law to which a party is subject) ("**Purposes**");
    - 3.1.4.2 take all reasonable steps appropriate to provide a fair Processing notice to those Data Subject(s) whose Personal Data is to be disclosed to either party to the Contract, or a third-party identified in the Statement of Work, , informing them that their Personal Data will be disclosed to the receiving party for the Purposes; and
    - 3.1.4.3 obtain necessary consent or authorizations required to permit the disclosure of such Personal Data to the receiving party for the Purposes.

- 3.1.5 When receiving information, each party shall comply with Applicable Laws and, without limitation to the foregoing:
  - 3.1.5.1 put in place and maintain appropriate technical and organizational measures to protect the Personal Data against unauthorized or unlawful Processing or accidental destruction, loss or damage, taking into account the state of the art, the cost of implementation and the nature, scope, context and purposes of Processing, as well as the risk of varying likelihood and severity for the freedoms of natural persons;
  - 3.1.5.2 have adequate security programs and procedures to ensure that only authorized personnel have access to Personal Data and that any persons authorized to have access to Personal Data shall respect and maintain all due confidentiality;
  - 3.1.5.3 only Process the Personal Data for the Purposes;
  - 3.1.5.4 not Process Personal Data for longer than is necessary to carry out the Purposes (other than to comply with a requirement of applicable law to which the receiving party is subject);
  - 3.1.5.5 notify the disclosing party without undue delay following any Personal Data Breach involving the Personal Data and each party shall co-operate with the other, to the extent reasonably requested, in relation to any notifications to supervisory authorities or to Data Subjects which are required following a Personal Data Breach involving the Personal Data; and
  - 3.1.5.6 Where the receiving party 's establishment undertaking the Personal Data Processing is located outside the country from which the Personal Data originates, the receiving party shall ensure that any disclosures and/or transfers are compliant with Applicable Laws

3.2 Each party shall co-operate with the other, to the extent reasonably requested, in relation to:

- 3.2.1 any Data Subject Access Requests;
- 3.2.2 any other communication from a Data Subject concerning the Processing of their Personal Data; and
- 3.2.3 any communication from a Supervisory Authority concerning the Processing of Personal Data, or compliance with Applicable Laws.

#### **4. SELLER's Obligations under California Privacy Law**

4.1 The parties acknowledge and agree that SELLER is acting as a service provider (as such term is defined by the CCPA) to LOCKHEED MARTIN in connection with SELLER's performance of Work pursuant to the Contract. SELLER acknowledges and confirms that it does not provide LOCKHEED MARTIN with any monetary or other valuable consideration in exchange for Personal Information and certifies that it understands and will comply with the restrictions set forth in this Section 4. Except as required by Applicable Law, regulation, or professional standard,

SELLER will not collect, access, use, disclose, process, or retain Personal Information for any purpose other than the purpose of performing the Work or another business purpose permitted by 11 CCR § 999.314(c), this Data Protection Addendum, the Contract, or the applicable Statement of Work. SELLER shall not sell (as defined by Applicable Laws, including without limitation and to the extent applicable, the CCPA) or share (as defined by the CPRA) any Personal Information.

## **5. Indemnity**

- 5.1 SELLER shall defend, indemnify, and hold harmless LOCKHEED MARTIN, its officers, directors, employees, consultants, agents, affiliates, successors, permitted assigns and customers from and against all losses, costs, claims, causes of action, damages, liabilities, and expenses, including attorney's fees, all expenses of litigation and/or settlement, and court costs (collectively "Claim"), arising from any act or omission of SELLER, its officers, employees, agents, suppliers, or subcontractors at any tier, in the performance of any of its obligations under this Data Protection Addendum. This indemnity shall apply whether or not LOCKHEED MARTIN has been negligent or at fault. Provided SELLER has met its obligations with respect to this Data Protection Addendum and Applicable Laws then SELLER's indemnity obligation under this clause shall not apply to the extent a Claims is the direct result of LOCKHEED MARTIN's negligent or willful acts or omissions. Nothing in this provision shall otherwise limit any remedies provided by SELLER under this Data Protection Addendum and/or the Contract.

## **6. Insurance**

- 6.1 SELLER and its subcontractors shall maintain for the performance of this Contract insurance that covers cyber risk and cyber liabilities for financial loss resulting or arising from acts, errors, or omissions, in rendering the Work covered by this Contract in the amount of \$5 million dollars per occurrence for Work performed in the United States
- 6.2 SELLER shall have its' insurers name LOCKHEED MARTIN as an additional insured on such policy for the duration of the Contract.
- 6.3 SELLER shall provide LOCKHEED MARTIN thirty (30) days advance written notice prior to the effective date of any cancellation or change in the term or coverage of any of SELLER's required insurance, provided however such notice shall not relieve SELLER of its obligations to maintain the required insurance. SELLER shall have its' insurers name LOCKHEED MARTIN as an additional insured for the duration of this Contract. If requested, SELLER shall provide a "Certificate of Insurance" evidencing SELLER's compliance with these requirements. Insurance maintained pursuant to this clause shall be considered primary as respects the interest of LOCKHEED MARTIN and is not contributory with any insurance which LOCKHEED MARTIN may carry. "Subcontractor" as used in this clause shall include SELLER's subcontractors at any tier. SELLER's obligations herein for procuring and maintaining insurance coverage are freestanding and are not affected by any other language in this Contract.

## **7. Termination**

- 7.1 Any obligation imposed on SELLER under this Data Protection Addendum in relation to the Processing of Personal Data shall survive any termination or expiration of the Contract or this Data Protection Addendum.

**ANNEX I**

For the purposes of Article 26(2) of Directive 95/46/EC, for the transfer of personal data to entities established in third countries which do not ensure an adequate level of data protection.

**List of Parties:**

1. Name:

Address:

Signature and date: \_\_\_\_\_

Role (controller/processor): Data Controller (please contact your LOCKHEED MARTIN Procurement Representative for information regarding appropriate jurisdiction and POC information)

Other information needed to identify the organisation

.....

(the data **exporter**)

And

Name of the data importing organisation:

Address:

Tel.: ;

E-mail:

(the data **importer**)

each a “**party**”; together “the **parties**”,

HAVE AGREED on the following Contractual Clauses (the “Clauses”) to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified below.

## **Description of Transfer:**

### **Categories of data subjects whose personal data is transferred**

- Past, present, and potential employees.
- Family members, dependents, and other related persons of employees.
- Contractors.

### **Categories of personal data transferred**

- Personal and family information, including name and contact information (both business and home address, telephone and fax numbers and email addresses), gender, marital status, date of birth and country, ethnic group and heritage, eligibility to work in the relevant jurisdiction(s), citizenship status and country; national insurance number or its local equivalent, military status, disabled employee status, disabled military veteran status, information relating to education, capabilities and past work experience, licenses, certifications, memberships, honoraria, awards, photograph, biometric data, details of dependents (name, date of birth, and relationship to employee), and details of emergency contacts (name, address, and telephone number); and
- Employment related information, employee identification numbers, job code, business unit, location code, assignment location code, regulatory region, department, badge information, alternate employee identifier, effective date of hire/service, employee status (full- part-time or casual), scheduled weekly hours, shift, work schedule code, employee type for time systems, time and attendance records, security clearance information, computer usage data, payroll and compensation information, bank account details, performance ratings, talent assessment information, training records, trade union membership information, health and benefits information, pension information, insurance information, and tax information.

### **Sensitive data transferred**

- Data regarding country of birth or ethnic group or heritage for purposes of tracking compliance with diversity programs.
- Data regarding health for purposes of administering benefits, providing health and wellness services and programs, and supporting emergency communications.
- Data relating to citizenship status and country.
- Data regarding disabled employee status and disabled military veteran status.
- Data regarding trade union membership information and health information,
- Biometric data, to the extent that this relates to disability or race or to an individual's criminal record.

### **The frequency of the transfer**

Personal data is transferred on an ongoing basis as needed to perform the Work as described in the Contract.

### **Nature and purposes of the processing**

- Payroll processing, withholding taxes and other income tax matters, administering other obligatory withholdings, or complying with various reporting or disclosure obligations under applicable laws and regulations.

- Designing, evaluating, and administering compensation, benefits, and other human resources programs (such as salary, bonuses, pensions, medical benefits, insurance policies, vacation and leave of absence or other leave entitlements); this may include the processing of data 26 related to dependents, relatives, or others as appropriate for benefit plans, insurance policies, or emergency contact details.
- Designing, evaluating, and implementing employment-related education and training programs.
- Facilitating, monitoring, or evaluating employee conduct and performance, including performance reviews.
- Maintaining, monitoring, or improving workplace and employee safety, health, and security (including security systems).
- When relevant to the job function of the employee, supplying business contact information, including names, images, and other items of business contact information by means of website posting, business cards, brochures, or other promotional media to present and potential customers, suppliers, contractors, joint venture partners, other business associates, and employees.
- Conducting auditing, accounting, financial, and economic analyses.
- Facilitating business communications, negotiations, transactions, conferences, travel, and compliance with contractual and legal obligations.
- Facilitating and providing services for the relocation and movement of employees and family members locally and internationally.
- Maintaining business and employment records relating to past, present, and potential employees.
- Preparing for or defending or participating in litigation or potential litigation, including responding to e-discovery requests for information.
- Protecting company assets and confirming compliance with company policies and procedures, including in connection with internal investigations, through (i) the monitoring or review of email, communications, or information on company systems to the extent permitted by applicable law and company policies and procedures, (ii) the back-up or storage of information on company laptops or other company systems, and (iii) the authentication of the identity of employees and the implementation of security measures.
- Preparing for, facilitating, executing, or otherwise supporting any transaction or potential transaction involving all or a portion of the business.
- Complying with applicable laws, regulations or other legal requirements.

### **The period for which the personal data will be retained**

Personal data processed will be retained in accordance with company policy, CRX-008, Records Retention, and, CRX-008A, Corporate Records Retention Schedule.

### **Sub-processors**

Personal data is only transferred to Sub-processors for the purpose of performing the Work as described in the Contract.

**ANNEX II**

**Technical and Organizational Security Measures**

*Description of the technical and organisational measures (“TOMs”) implemented by the data importer(s) (including any relevant certifications) to ensure an appropriate level of security, taking into account the nature, scope, context and purpose of the processing, and the risks for the rights and freedoms of natural persons.*

SELLER, as data importer, shall comply with the INFORMATION & DATA PROTECTION REQUIREMENTS, Version 1.1 – 2022 incorporated herein by reference, that govern as the TOMs it employs in its performance of the Contract.

**ANNEX III**

**List of Sub-processors**

The controller has authorized the use of the following Sub-processors:

1. Name  
Address  
Contact Person  
Description of Processing

**ANNEX IV**  
**IDTA Part 1: Tables**

Table 1: Parties and signatures

<b>Start date</b>		
<b>The Parties</b>	<b>Exporter (who sends the Restricted Transfer)</b>	<b>Importer (who receives the Restricted Transfer)</b>
<b>Parties' details</b>	As set out in Annex I of the DPA	As set out in Annex I of the DPA
<b>Key Contact</b>	Full Name (optional): Job Title: Contact details including email:	Full Name (optional): Job Title: Contact details including email:
<b>Importer Data Subject Contact</b>		Job Title: [REDACTED] Contact details including email: [REDACTED]
<b>Signatures confirming each Party agrees to be bound by this IDTA</b>	Signed for and on behalf of the <b>Exporter</b> set out above Signed: [REDACTED] Date of signature: [REDACTED] Full name: [REDACTED] Job title: [REDACTED]	Signed for and on behalf of the <b>Importer</b> set out above Signed: [REDACTED] Date of signature: [REDACTED] Full name: [REDACTED] Job title: [REDACTED]

Table 2: Transfer Details

<b>UK country's law that governs the IDTA:</b>	<input type="checkbox"/> England and Wales <input type="checkbox"/> Northern Ireland <input type="checkbox"/> Scotland
<b>Primary place for legal claims</b>	<input type="checkbox"/> England and Wales

<p><b>to be made by the Parties</b></p>	<p><input type="checkbox"/> Northern Ireland</p> <p><input type="checkbox"/> Scotland</p>
<p><b>The status of the Exporter</b></p>	<p>In relation to the Processing of the Transferred Data:</p> <p><input type="checkbox"/> Exporter is a Controller</p> <p><input type="checkbox"/> Exporter is a Processor or Sub-Processor</p>
<p><b>The status of the Importer</b></p>	<p>In relation to the Processing of the Transferred Data:</p> <p><input type="checkbox"/> Importer is a Controller</p> <p><input type="checkbox"/> Importer is the Exporter’s Processor or Sub-Processor</p> <p><input type="checkbox"/> Importer is <b>not</b> the Exporter’s Processor or Sub-Processor (and the Importer has been instructed by a Third Party Controller)</p>
<p><b>Whether UK GDPR applies to the Importer</b></p>	<p><input type="checkbox"/> UK GDPR applies to the Importer’s Processing of the Transferred Data</p> <p><input type="checkbox"/> UK GDPR does not apply to the Importer’s Processing of the Transferred Data</p>
<p><b>Linked Agreement</b></p>	<p><b>If the Importer is the Exporter’s Processor or Sub-Processor</b> – the agreement(s) between the Parties which sets out the Processor’s or Sub-Processor’s instructions for Processing the Transferred Data:</p> <p>Name of agreement: <input type="text"/></p> <p>Date of agreement: <input type="text"/></p> <p>Parties to the agreement: <input type="text"/></p> <p>Reference (if any): <input type="text"/></p> <p><b>Other agreements</b> – any agreement(s) between the Parties which set out additional obligations in relation to the Transferred Data, such as a data sharing agreement or service agreement:</p> <p>Name of agreement: <input type="text"/></p> <p>Date of agreement: <input type="text"/></p>

	<p>Parties to the agreement: [REDACTED]</p> <p>Reference (if any): [REDACTED]</p> <p><b>If the Exporter is a Processor or Sub-Processor</b> – the agreement(s) between the Exporter and the Party(s) which sets out the Exporter’s instructions for Processing the Transferred Data:</p> <p>Name of agreement: [REDACTED]</p> <p>Date of agreement: [REDACTED]</p> <p>Parties to the agreement: [REDACTED]</p> <p>Reference (if any): [REDACTED]</p>
<p><b>Term</b></p>	<p>The Importer may Process the Transferred Data for the following time period:</p> <p><input type="checkbox"/> the period for which the Linked Agreement is in force</p> <p><input type="checkbox"/> time period:</p> <p><input type="checkbox"/> (only if the Importer is a Controller or not the Exporter’s Processor or Sub-Processor) no longer than is necessary for the Purpose.</p>
<p><b>Ending the IDTA before the end of the Term</b></p>	<p><input type="checkbox"/> the Parties cannot end the IDTA before the end of the Term unless there is a breach of the IDTA or the Parties agree in writing.</p> <p><input type="checkbox"/> the Parties can end the IDTA before the end of the Term by serving:</p> <p>[REDACTED] months’ written notice, as set out in Section <b>Error!</b>  <b>Reference source not found.</b> (How to end this IDTA without there being a breach).</p>
<p><b>Ending the IDTA when the Approved IDTA changes</b></p>	<p>Which Parties may end the IDTA as set out in Section <b>Error!</b>  <b>Reference source not found.:</b></p> <p><input type="checkbox"/> Importer</p> <p><input type="checkbox"/> Exporter</p> <p><input type="checkbox"/> neither Party</p>

<p><b>Can the Importer make further transfers of the Transferred Data?</b></p>	<ul style="list-style-type: none"> <li><input type="checkbox"/> The Importer MAY transfer on the Transferred Data to another organisation or person (who is a different legal entity) in accordance with Section <b>Error! Reference source not found.</b> (Transferring on the Transferred Data).</li> <li><input type="checkbox"/> The Importer MAY NOT transfer on the Transferred Data to another organisation or person (who is a different legal entity) in accordance with Section <b>Error! Reference source not found.</b> (Transferring on the Transferred Data).</li> </ul>
<p><b>Specific restrictions when the Importer may transfer on the Transferred Data</b></p>	<p>The Importer MAY ONLY forward the Transferred Data in accordance with Section <b>Error! Reference source not found.</b>:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> if the Exporter tells it in writing that it may do so.</li> <li><input type="checkbox"/> to: [REDACTED]</li> <li><input type="checkbox"/> to the authorised receivers (or the categories of authorised receivers) set out in:</li> <li><input type="checkbox"/> there are no specific restrictions.</li> </ul>
<p><b>Review Dates</b></p>	<ul style="list-style-type: none"> <li><input type="checkbox"/> No review is needed as this is a one-off transfer and the Importer does not retain any Transferred Data</li> </ul> <p>First review date: [REDACTED]</p> <p>The Parties must review the Security Requirements at least once:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> each [REDACTED] month(s)</li> <li><input type="checkbox"/> each quarter</li> <li><input type="checkbox"/> each 6 months</li> <li><input type="checkbox"/> each year</li> <li><input type="checkbox"/> each [REDACTED] year(s)</li> <li><input type="checkbox"/> each time there is a change to the Transferred Data, Purposes, Importer Information, TRA or risk assessment</li> </ul>

Table 3: Transferred Data

<p><b>Transferred Data</b></p>	<p>The personal data to be sent to the Importer under this IDTA consists of:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> The categories of Transferred Data will update automatically if the information is updated in the Linked Agreement referred to.</li> <li><input type="checkbox"/> The categories of Transferred Data will NOT update automatically if the information is updated in the Linked Agreement referred to. The Parties must agree a change under Section <b>Error! Reference source not found.</b>.</li> </ul>
<p><b>Special Categories of Personal Data and criminal convictions and offences</b></p>	<p>The Transferred Data includes data relating to:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> racial or ethnic origin</li> <li><input type="checkbox"/> political opinions</li> <li><input type="checkbox"/> religious or philosophical beliefs</li> <li><input type="checkbox"/> trade union membership</li> <li><input type="checkbox"/> genetic data</li> <li><input type="checkbox"/> biometric data for the purpose of uniquely identifying a natural person</li> <li><input type="checkbox"/> physical or mental health</li> <li><input type="checkbox"/> sex life or sexual orientation</li> <li><input type="checkbox"/> criminal convictions and offences</li> <li><input type="checkbox"/> none of the above</li> <li><input type="checkbox"/> set out in:</li> </ul> <p>And:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> The categories of special category and criminal records data will update automatically if the information is updated in the Linked Agreement referred to.</li> <li><input type="checkbox"/> The categories of special category and criminal records data will NOT update automatically if the information is updated in the Linked Agreement referred to. The Parties must agree a change under Section <b>Error! Reference source not found.</b>.</li> </ul>

<p><b>Relevant Data Subjects</b></p>	<p>The Data Subjects of the Transferred Data are:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> The categories of Data Subjects will update automatically if the information is updated in the Linked Agreement referred to.</li> <li><input type="checkbox"/> The categories of Data Subjects will not update automatically if the information is updated in the Linked Agreement referred to. The Parties must agree a change under Section <b>Error! Reference source not found..</b></li> </ul>
<p><b>Purpose</b></p>	<ul style="list-style-type: none"> <li><input type="checkbox"/> The Importer may Process the Transferred Data for the following purposes:</li> <li><input type="checkbox"/> The Importer may Process the Transferred Data for the purposes set out in: the Linked Agreement</li> </ul> <p>In both cases, any other purposes which are compatible with the purposes set out above.</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> The purposes will update automatically if the information is updated in the Linked Agreement referred to.</li> <li><input type="checkbox"/> The purposes will NOT update automatically if the information is updated in the Linked Agreement referred to. The Parties must agree a change under Section <b>Error! Reference source not found..</b></li> </ul>

Table 4: Security Requirements

<p><b>Security of Transmission</b></p>	
<p><b>Security of Storage</b></p>	
<p><b>Security of Processing</b></p>	

<p><b>Organisational security measures</b></p>	
<p><b>Technical security minimum requirements</b></p>	
<p><b>Updates to the Security Requirements</b></p>	<ul style="list-style-type: none"> <li><input type="checkbox"/> The Security Requirements will update automatically if the information is updated in the Linked Agreement referred to.</li> <li><input type="checkbox"/> The Security Requirements will NOT update automatically if the information is updated in the Linked Agreement referred to. The Parties must agree a change under Section <b>Error! Reference source not found..</b></li> </ul>

**ANNEX V**

**IDTA Part 2: Extra Protection Clauses**

<b>Extra Protection Clauses:</b>	
<b>(i) Extra technical security protections</b>	
<b>(ii) Extra organisational protections</b>	
<b>(iii) Extra contractual protections</b>	

**ANNEX VI**

**IDTA Part 3: Commercial Clauses**

<b>Commercial Clauses</b>	
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