

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 without limitation the General Data Protection Regulation (Regulation (EU) 2016/679) ("**GDPR**") as transposed into domestic legislation of each Member State of the European Union ("**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state laws and/or any other applicable data protection legislation in force, in each case as amended, replaced or superseded from time to time applicable to, or having jurisdiction over, SELLER in its performance of the Work covered by the Contract;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 to exercise rights 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 Addendum " (IDTA) means a contractual addendum to cover international personal data transfers to comply with Article 46(2)(d) UK GDPR, that supplement the European Commission's standard contractual clauses set out in the Annex of Commission Implementing Decision (EU) 2021/914 of June 4, 2021 and found at <https://ico.org.uk/for-organisations/uk-gdpr-guidance-and-resources/international-transfers/international-data-transfer-agreement-and-guidance/>

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

"Personal Data" means any information relating to the identification of a data subject, as defined in Applicable Laws.

"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 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 http://data.europa.eu/eli/dec_impl/2021/914

"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 purpose of furnishing the Work to or on behalf of 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. Where SELLER is required by law to process the Personal Data beyond what has been 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 upon LOCKHEED MARTIN's request, SELLER will provide LOCKHEED MARTIN with:

2.2.1 Copies of any certifications or frameworks 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: SSAE 16 — SOC1, SOC2, SOC3; ISO 27001:2013, ISO

27018:2014, EU Binding Corporate Rules, Data Privacy Framework and 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 governing the Processing of Personal Data, 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.

Accordingly, SELLER shall:

2.3.1 Implement and maintain the security measures set forth in the Lockheed Martin Information and Data Protection Requirements referenced in Annex II of this Data Protection Addendum.

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 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 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 which constitutes the Processing of Personal Data;

2.3.4 take reasonable steps to ensure the reliability of any SELLER personnel who have access to Personal Data, including ensuring that all SELLER personnel required to access Personal Data are informed of the confidential nature of the Personal Data, including non-disclosure to third parties unless directed in writing to do so, and complying 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; and

2.3.5 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 and Incidents

2.6 Any incident involving the mishandling or loss of Personal Data must be reported to the LOCKHEED MARTIN Corporate Privacy Office, privacy.fc-lm@lmco.com, LOCKHEED MARTIN subcontract authority, and the LOCKHEED MARTIN CIRT, lm.cirt@lmco.com, within twenty-four (24) hours. In the event of a Personal Data Breach, SELLER is required to immediately 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 used for Personal Data Processing in Annex III of this Data Protection Addendum. 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 Same terms set out in this Data Protection Addendum, 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 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 such transfer is permitted by LOCKHEED MARTIN. 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 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 Addendum (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 Absent LOCKHEED MARTIN and SELLER 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.

2.16.1 Upon determination that the Standard Contractual Clauses shall apply to Personal Data transfers, the parties acknowledge and agree Module One (Controller to Controller), and/or Module Two (Controller to Processor), shall be selected and applied, as the context requires, including their Annexes contained within this Data Protection Addendum;

2.16.1.1 The parties acknowledge and agree that Clause 7 shall apply.

2.16.1.2 Under Module Two, 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.

2.16.1.3 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.

2.16.1.4 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.

2.16.2 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 Tables are attached as Annex IV of this Data Protection Addendum.

2.16.3 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.

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.

3. SELLER as Data Controller

3.1 Where both LOCKHEED MARTIN and SELLER act as Data 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 The parties shall each comply with their respective obligations under Applicable Laws in respect to their Processing of Personal Data;

3.1.3 When disclosing information, each party shall:

3.1.3.1 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**");

3.1.3.2 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

3.1.3.3 obtain necessary consent or authorizations required to permit the disclosure of such Personal Data to the receiving party for the Purposes.

3.1.4 When receiving information, each party shall comply with Applicable Laws and, without limitation to the foregoing:

3.1.4.1 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;

3.1.4.2 only Process the Personal Data for the Purposes;

3.1.4.3 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);

3.1.4.4 notify the disclosing party without undue delay following any Personal Data Breach in accordance with obligation set forth in the Lockheed Martin Information and Data Protection Requirements referenced in Annex II of this Data Protection Addendum. 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 a; and

3.1.4.5 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 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

To the extent SELLER processes Personal Data subject to the CCPA, the following terms shall apply. The term “personal information” as used in this Section 4 shall have the meaning attributed to it under the CCPA.

4.1 SELLER as service provider: 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.

4.2 SELLER as business: The parties acknowledge and agree that SELLER is acting as a business (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.

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 Claim 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. Survivability

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 28(3) and (4) of Regulation (EU) 2016/679 , 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: Please insert the appropriate Lockheed Martin entity here.

Address: Please insert the appropriate Lockheed Martin Address here.

Signature and date: Please provide the signatory of the Master Agreement tied to this DPA here.

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

(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 MODULE X of 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 law 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 2.0 — 2024 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 Tables

Table 1: Parties

Start date		
The Parties	Exporter (who sends the Restricted Transfer)	Importer (who receives the Restricted Transfer)
Parties' details	As set out in Annex I of this DPA	As set out in Annex I of this DPA
Key Contact	Full Name (optional): Frank Morgan Job Title: Chief Privacy Officer Contact details including email: privacy.fc-lm@lmco.cm	Full Name (optional): [REDACTED] Job Title: [REDACTED] Contact details including email: [REDACTED]
Signature (if required for the purposes of Section 2)		

Table 2: Selected SCCs, Modules and Selected Clauses

Addendum EU SCCs	<input checked="" type="checkbox"/> The version of the Approved EU SCCs which this Addendum is appended to, detailed below, including the Appendix Information: Date: [REDACTED] Reference (if any): [REDACTED] Other identifier (if any): [REDACTED]
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		Or <input type="checkbox"/> the Approved EU SCCs, including the Appendix Information and with only the following modules, clauses or optional provisions of the Approved EU SCCs brought into effect for the purposes of this Addendum:				
Module	Module in operation	Clause 7 (Docking Clause)	Clause 11 (Option)	Clause 9a (Prior Authorisation or General Authorisation)	Clause 9a (Time period)	Is personal data received from the Importer combined with personal data collected by the Exporter?
1						
2						
3						
4						

Table 3: Appendix Information

“**Appendix Information**” means the information which must be provided for the selected modules as set out in the Approved EU SCCs (other than the Parties), and which for this Addendum is set out in:

Annex 1A: List of Parties: As set out in Annex I of this DPA

Annex 1B: Description of Transfer: As set out in Annex I of this DPA

Annex II: Technical and organisational measures including technical and organisational measures to ensure the security of the data: As set out in Annex II of this DPA

Annex III: List of Sub processors (Modules 2 and 3 only): As set out in Annex III of this DPA

Table 4: Ending this Addendum when the Approved Addendum Changes

Ending this Addendum when the Approved Addendum changes	Which Parties may end this Addendum as set out in Section Error! Reference source not found. <input type="checkbox"/> Importer <input checked="" type="checkbox"/> Exporter <input type="checkbox"/> neither Party
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