

VENDOR AGREEMENT MODULE
DATA PROCESSING
DATA CONTROLLER (CWT) TO DATA CONTROLLER (VENDOR): DCDC

1. Definitions:

Binding Corporate Rules means an intra-group binding agreement and corporate set of rules to allow multinational companies to transfer personal data from the European Economic Area (EEA) to their affiliates located outside of the EEA in compliance with the General Data Protection Regulation (Regulation (EU) 2016/679);

Data Subjects means an identified or identifiable natural person;

Data Protection Laws means applicable European data protection legislations including, but not limited to, the General Data Protection Regulation (Regulation (EU) 2016/679), and their local equivalent thereof;

Personal Data means any information relating to an identified or identifiable natural person defined under the Data Protection Laws;

Personal Data Incident(s) means a breach of security relating to Personal Data in Vendor's systems or facilities leading to accidental or unlawful destruction, loss, damage and/or alteration of Personal Data; (ii) unauthorised disclosure and/or access of Personal Data; and/or (iii) any and all other unauthorised or unlawful forms of Processing upon Personal Data;

Processing, Process and processed means one or more of the following activities: collection; recording, organisation, structuring, storage, adaptation, retrieval, consultation, use, disclosure, dissemination, alignment, restriction, erasure, destruction performed on the Personal Data;

Standard Contractual Clauses means the clauses contained in Commission Decision 2010/87/EU of 5 February 2010 on standard contractual clauses for the transfer of Personal Data established in countries that are not deemed a country of adequate protection.

2. Purposes: Vendor shall process Personal Data as Data Controller as defined under Data Protection Laws and solely for the purposes necessary for the fulfilment of services described under this Agreement and all SOW/Order placed under this Agreement. Vendor shall not use the Personal Data received or collected from CWT for any other purpose, in particular marketing or advertising.

3. Authorized Disclosures: Vendor may disclose Personal Data to subcontractors or service providers only when permitted under this Agreement and subject to prior written notice to CWT. In such case, Vendor shall ensure that its subcontractors and service providers are contractually bound to no less than the data privacy standards stated in this Agreement. Furthermore, Vendor shall be responsible for the acts and omissions of its Data Processors as per the definition given under the Data Protection Laws.

4. Data Subjects' Rights

Inquiries by Data Subjects in relation to access, rectification and deletion of the Personal Data processed by Vendor shall be Vendor's responsibility and which shall be responded to within 30 calendar days from receiving the inquiry. Vendor shall ensure its subject access request procedure and up-to-date privacy policy are readily available to such Data Subjects.

5. Data Security

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Vendor shall comply and implement all administrative, technical and organizational measures to ensure at all times the confidentiality, integrity, availability and resilience of Vendor systems, Processes and procedures that involve the Processing of Personal Data.

Vendor shall protect Personal Data against (i) accidental or unlawful destruction, loss, damage and/or alteration; (ii) unauthorised disclosure and/or access; and/or (iii) any and all other unauthorised or unlawful forms of Processing.

A list of such measures is set forth in the Security Requirements available at <https://www.mycwt.com/for-suppliers/information-security-requirements/> may be amended from time to time and Vendor shall comply at all times with these measures in providing the data Processing services and performing its obligations under this Agreement.

6. Personal Data Incident Management Program

Vendor will have in place a program to manage the consequences of Personal Data Incidents, defined as breaches of security relating to Personal Data and leading to accidental or unlawful destruction, loss, damage and/or alteration; (ii) unauthorised disclosure and/or access; and/or (iii) any and all other unauthorised or unlawful forms of Processing.

Upon the occurrence of a Personal Data Incident, Vendor shall promptly inform the Personal Data Incident to CWT via email to cwtinformationsecurityteam@mycwt.com, such information to include a reasonably detailed description of the Data Security Incident. Vendor shall also take prompt steps to contain the Incident and mitigate its consequences; investigate it; assess the risks and potential adverse consequences associated with the Incident; and determine the appropriate response and action, including where relevant, towards the Data Subjects without undue delay.

Vendor shall be responsible for any and all claims by Data Subjects in relation to the Personal Data it is Processing as Data Controller. It shall keep CWT informed of any such claim including any investigation by the relevant data protection supervisory authority or regulatory body.

7. International Data Transfers

If CWT transfers Personal Data for the purposes set out above to Vendor located in any country outside the European Union/European Economic Area that is not deemed a country of adequate protection, such transfers shall be legitimized by the Parties through the conclusion of appropriate Standard Contractual Clauses as set forth at <https://www.mycwt.com/content/dam/vision/pdf/mvcp/mm/EUSCCC.pdf> which are hereby incorporated as an additional module to the Agreement (EUSCCC). By signing EUSCCC in one or more signing blocks, by signing an agreement including a link to the online version of EUSCCC or by signing an agreement reproducing EUSCCC as an exhibit, schedule, or equivalent ancillary part of an agreement, Vendor confirms it has authority to enter into EUSCCC on behalf of itself and its Affiliates and their commitment to adhere to all EUSCCC.

Terms defined elsewhere in the Agreement shall bear the meanings assigned when used in EUSCCC:

Vendor's Intra-group transfer of Personal Data to any country located outside the European Union/European Economic Area that is not deemed a country of adequate protection shall also be legitimized by Vendor through the adoption of Binding Corporate Rules, the conclusion of appropriate Standard Contractual Clauses or the self-certification of the Privacy Shield scheme.

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8. Deletion

Upon termination of this Agreement, Vendor will promptly delete any Personal Data and all copies thereof, and in any event no later than the applicable local retention periods as set out by the Data Protection Laws or relevant data protection supervisory authority or regulatory body. Vendor shall provide to CWT, upon CWT's request, written proof of such deletion in a timely manner.