

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

1. DEFINITIONS AND INTERPRETATION

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

Data Subjects means an identified or identifiable natural person;

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;

SCC 2021 means EU standard Contractual Clauses, 2021 version included in Decision 2021/915;

1.1 If CWT and Vendor enter into SCC 2021 in relation to the same subject matter as this module DCDC, SCC 2021 shall prevail in the event of any conflict of terms.

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 in a manner consistent with Data Protection Laws, typically not including marketing or advertising purposes.

3. Authorized Disclosures: Vendor may disclose Personal Data to subcontractors or service providers only when permitted under Data Protection Laws. In such case, Vendor shall ensure that its subcontractors, service providers acting as Data Processors 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 defined in 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

5.1 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.

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- 5.2 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.
- 5.3 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

- 6.1 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.
- 6.2 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.
- 6.3 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

- 7.1 Vendor shall comply with Data Protection Laws in connection with any international transfer of Personal Data.
- 7.2 Any transfer of Personal Data by CWT to Vendor for the purposes set out above to a country located outside the European Union/European Economic Area not deemed to have adequate protection under Data Protection Laws shall be legitimised through implementation of SCC 2021 which is hereby recognised as an approved transfer method comporting with Data Protection Laws. Vendor confirms it has authority to enter into SCC 2021 on behalf of itself and its Affiliates and their commitment to adhere to all terms of SCC 2021.
- 7.3 Any transfer of Personal Data by Vendor to a country located outside the European Union/European Economic Area not deemed to have adequate protection under Data Protection Laws (intra-group or otherwise) shall be legitimised by Vendor through an approved transfer method which comports with Data Protection Laws.

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