

VENDOR AGREEMENT MODULE
DATA PROCESSING
DATA CONTROLLER (CWT) TO DATA PROCESSOR (VENDOR): DCDP

1. DEFINITIONS

Data Controller means the entity responsible for determining the purposes and the means of Processing of personal data as per the definition given under the Data Protection Laws;

Data Processor means the entity Processing personal data on behalf of the Data Controller as per the definition given under the Data Protection Laws;

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;

Data Subject means the individuals whose Personal Data is Processed by Vendor under this Agreement;

European Economic Area (EEA) means an economic region that links Iceland, Norway and Liechtenstein to the European Union;

Instructions means CWT's written instructions to Vendor, which may be specific instructions or instructions of a general nature as set out in the Agreement or as otherwise notified by CWT to Vendor during the term of the Agreement and related to the processing of Personal Data;

Personal Data means any information relating to an identified or identifiable natural person defined under the Data Protection Laws and that Vendor "Processes" (defined below) on behalf of CWT under this Agreement;

Personal Data Incident(s) means a breach of security relating to Personal Data in Vendor's systems or facilities and/or Vendor's Sub-processors' systems or facilities and 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 to Processors established in countries that are not deemed a country of adequate protection, in the form set forth in Exhibit MC referred to in Section 5 below;

Security Requirements means the Vendor Information Security Requirements set forth at <https://www.mycwt.com/for-suppliers/information-security-requirements/> as may be amended from time to time;

Sub-Processors means any third party services providers Vendor engages for onward Processing (whether in part or in full) of Personal Data processed under this Agreement and that may have logical access to, and process, Personal Data under Vendor's instructions.

2. GENERAL PROCESSING TERMS

VENDOR AGREEMENT MODULE
DATA PROCESSING
DATA CONTROLLER (CWT) TO DATA PROCESSOR (VENDOR): DCDP

- 2.1 The Parties agree that CWT is the Data Controller in relation to the Personal Data and that CWT appoints Vendor as the Data Processor to Process Personal Data on CWT's behalf and under CWT's Instructions. Such Processing shall solely be for the purposes necessary for the fulfilment of services described under this Agreement and all SOW/Order placed under this Agreement from time to time and solely for the duration of this Agreement. Vendor shall not Process or use Personal Data for any other purpose, including any form of marketing or advertising. Furthermore, Vendor agrees (a) all personnel authorized to Process CWT's Personal Data shall be bound to confidentiality provisions at least as strict as those contained in this Agreement and (b) not to disclose Personal Data without first obtaining CWT's prior written consent, which can be granted or withheld in CWT's sole discretion.
- 2.1 Upon request, Vendor shall assist CWT in performing Data Protection Impact Assessment where required under the Data Protection Laws.
- 2.3 Vendor shall notify CWT without delay if it believed that any instructions by CWT regarding the Processing infringes any Data Protection Laws.
- 2.4 Vendor shall Process the Personal Data in compliance with the Data Protection Laws, this Agreement and Schedules.

3. REQUESTS AND INQUIRIES

- 3.1 At CWT's request, Vendor shall provide all necessary assistance to comply with any request or inquiry CWT has received from a Data Subject or data protection supervisory authority or regulatory body in relation to the Processing of Personal Data.
- 3.2 Vendor shall also immediately inform CWT in writing of any request, inquiry or complaint by a data protection supervisory authority or regulatory body and/or Data Subject that it received in relation to the Processing of Personal Data.
- 3.3 In any event, Vendor shall not disclose or report any information to any Data Subject or data protection supervisory authority or regulatory body in relation to the Processing of Personal Data without the prior written consent of CWT.

4. DATA SECURITY

4.1. Security Standards

- 4.1.1 Vendor shall comply and implement all administrative, technical and organizational measures and Security Requirements to ensure at all times the confidentiality, integrity, availability and resilience of Vendor systems, Processes and procedures that involve the Processing of Personal Data.
- 4.1.2 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.

4.2. Personal Data Incident Management Program

VENDOR AGREEMENT MODULE
DATA PROCESSING
DATA CONTROLLER (CWT) TO DATA PROCESSOR (VENDOR): DCDP

- 4.2.1 Vendor shall have in place a program to manage the consequences of Personal Data Incidents as defined under this document.
- 4.2.2 Upon the occurrence of a Personal Data Incident, Vendor shall:
- a. Notify CWT of the Personal Data Incident by submitting information via email to cwtinformationsecurityteam@mycwt.com within 8 hours, such notification to include a reasonably detailed description of the Personal Data Incident using the Report of Personal Data Incident form at: <https://www.mycwt.com/content/dam/vision/pdf/legal/PDIR-190722.docm>
 - b. Take immediate steps to contain the Personal Data Incident and mitigate its consequences, including, without prejudice to any other rights or remedies of CWT under this Agreement, at law or otherwise, restore to the last available backup of any Personal Data that may have been lost, damaged or destroyed as a result of the Personal Data Incident;
 - c. Investigate the Personal Data Incident;
 - d. Assess the risks and potential adverse consequences associated with the Personal Data Incident;
 - e. Collaborate closely and without delay with CWT to determine the appropriate response and action, including where applicable, the relevant Data Subjects;
 - f. Assist CWT upon request with responses and actions to carry out as a result of the Personal Data Incident.
- 4.2.3 Vendor shall not report any Personal Data Incident to any data protection supervisory authority, regulatory body or Data Subjects without CWT's prior written consent.

4.3. Indemnity

Notwithstanding any limitations or exclusions of liability set forth in the main terms of the Agreement, Vendor shall indemnify, defend and hold CWT harmless from and against any and all losses (including Personal Data losses and corruptions), penalties, fines (including administrative fines which may be pronounced by data protection supervisory authority or regulatory body), liabilities, costs, expenses, damages, (whether direct, indirect or consequential, loss of profit, loss of reputation and all interest, legal and other reasonable professional costs) incurred as a result of:

- a. a Personal Data Incident as described in this document; and/or
- b. claims made by third parties (including, without limitation, CWT clients and Data Subjects) in relation to Vendor's acts or omissions under this Agreement; and/or
- c. any breach of the Data Protection Laws by Vendor or any of its Sub-Processors, and any Vendor's failure to comply with its representations, warranties and/or obligations under this Data Processing Agreement.

5. TRANSFERS OF PERSONAL DATA

To the extent any data originating from the European Union countries is transferred to countries outside of the EEA that have not been deemed to have adequate data privacy laws in place, the European Standard Contractual Clauses also known as EU Model Clauses at <https://www.mycwt.com/content/dam/vision/pdf/mvcp/mm/EUSCCP.pdf> are hereby incorporated as an additional exhibit to the Agreement (EUSCCP). By signing EUSCCP in one or more signing blocks, by signing an agreement including a link to the online version of EUSCCP or by signing an agreement reproducing EUSCCP as an exhibit, schedule, or equivalent ancillary part of an agreement, Vendor confirms it has authority to enter into EUSCCP on behalf of itself and its Affiliates and their commitment to adhere to all EUSCCP terms with CWT being the "data exporter" and the Vendor being the "data importer". Terms defined elsewhere in the Agreement shall bear the meanings assigned when used in EUSCCP.

6. SUB-PROCESSING AND THIRD PARTIES

- 6.1 Vendor shall not engage, in the context of the provision of the services under this Agreement, any third-party service provider, including Sub-Processors and/or their affiliates, for onward Processing of the Personal Data including access, back-up or storage, or any other form of Processing,, without CWT's prior specific written authorisation.
- 6.2 Where such prior authorization is provided by CWT, Vendor shall ensure that its Sub-Processors are contractually bound to no less than the privacy standards expressed under this Agreement and Vendor shall remain responsible for all acts and omissions of its Sub-Processors with respect to the Personal Data onward Processing including Personal Data Incidents and any breach of Data Protection Laws. Any intended change in the use of Sub-Processors or third party service providers shall be notified by Vendor for prior written authorisation.
- 6.3 CWT shall have the right to review and audit upon notice the data processing agreement concluded between Vendor and its Sub-Processors. Vendor shall promptly implement changes requested by CWT and necessary in its reasonable opinion to ensure compliance with this Agreement and the Data Protection Laws.

7. DELETION OF PERSONAL DATA

Upon termination of this Agreement, or sooner at CWT's request, Vendor will promptly delete any Personal Data and all copies thereof, but in no event no later than the applicable local retention periods as set out by Data Protection Laws or relevant data protection supervisory authority or regulatory body. Vendor shall provide, upon CWT's request, an affidavit signed by an officer of Vendor certifying compliance with this provision.

8. RECORDS AND AUDITS

8.1 Processor Records

- 8.1.1 The Vendor shall keep and maintain (and shall require its Sub-Processors keep and maintain) during this Agreement and for the applicable local retention period after its termination or expiry, complete and accurate records of the Processing activities performed on behalf of CWT as per the Record of Processing Activities form at <https://www.mycwt.com/content/dam/vision/pdf/legal/PDIR-190722.docm>, as well as of any Personal Data Incidents that occur occurred during the Term of the Agreement, using the Report of Personal Data Incident form.
- 8.1.2 Vendor shall allow (and shall require its Sub-Processors to allow) CWT during this Agreement and for seven years after its termination or expiry, to access, inspect, audit and, in respect of electronic or paper documents, take copies of the above-mentioned records during normal business hours provided the CWT has given Vendor a seven day prior written notice.

8.2 Audit by CWT

- 8.2.1 In addition to CWT's rights set forth in the Security Requirements referred to in this Agreement, CWT shall have the right to carry out no more than once in any 12 (twelve) consecutive months an audit of all Vendor information necessary to demonstrate compliance with this Agreement.

VENDOR AGREEMENT MODULE
DATA PROCESSING
DATA CONTROLLER (CWT) TO DATA PROCESSOR (VENDOR): DCDP

CWT may conduct the audit directly or via an independent auditor, at its discretion. Vendor shall provide CWT all required assistance.

8.2.2 When conducting audits, CWT shall comply with Vendor's reasonable directions in order to minimise disruption to Vendor's business and to safeguard the confidentiality of Vendor's other confidential information.

8.3. Audit Report and Findings

8.3.1 Where an audit, whether performed by Vendor or CWT, reveals a data security risk that may impact the security of Personal Data, or reveals a Personal Data Incident, or any breach or non-compliance of this Agreement, Vendor shall immediately develop rectification steps under a remediation project plan.

8.3.2 Such plan shall be submitted to CWT for information and CWT shall have the right to request any reasonable further rectification steps. Written evidence of remediation shall be provided to CWT upon request.