

MODULAR VENDOR AGREEMENT
DATA PRIVACY MODULE: DP

1. **Background**

The data privacy requirements set forth in this Exhibit shall apply to the Processing (as defined below) of Personal Information (as defined below) by the Vendor. The Vendor needs to process Personal Information on behalf of CWT when providing Services pursuant to the terms of the Agreement.

2. **Definitions**

Terms used in this Exhibit shall have the same meaning as those used in the Agreement, unless otherwise provided herein. In case of any conflicts or inconsistencies between the terms of this Exhibit and the terms of the Agreement, the terms of this Exhibit shall prevail with respect to the subject matter of this Exhibit. The following supplemental definitions shall apply to this Exhibit:

“Applicable Data Protection Law” means all the Directive, laws, rules, regulations, governmental requirements, codes as well as local, international, federal, state, provincial laws applicable to the Processing of Personal Information.

“Data Transferee” means the Vendor as defined in the Agreement.

“Data Transferor” means CWT as defined in the Agreement.

“Directive” means the EEA Directive 95/46/EC (as may be amended from time to time) on the protection of individuals with regard to the Processing of and the free movement of such data;

“EEA” (European Economic Area) means all Member States of the European Union, Norway, Iceland, Liechtenstein and for purposes of this Exhibit shall include Switzerland.

“EU Model Clauses” means the standard contractual clauses attached to the Commission Decision of 5 February 2010 on standard contractual clauses for the transfer of personal data to processors established in third countries under Directive 95/46/EC of the European Parliament and of the Council (2010/87/EU).

“Individual” means any individual whose Personal Information is processed in the course of the performance of the Services.

“Personal Information” as defined under Regulation (EU) 2016/679 (as may be amended from time to time) and other applicable global information security, data protection, and privacy laws, means any information relating to an identified or identifiable natural person, who can be identified directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his or her physical, physiological, mental, economic, cultural or social identity.

“Processing”, “Process” or “Processed” mean any operation that is performed on Personal Information, whether or not by automatic means, such as collection, recording, storage, organization, alteration, use, disclosure (including the granting of remote access), transmission or deletion of Personal Information.

“Third Party” or “Third Parties” means any party other than the parties to the Agreement.

*This module is designed to form part of an agreement between Vendor and CWT based on the applicable and signed master module and SOW. For further details please refer to the applicable and signed master module MM, SOW and CWT Modular Vendor Contracting Portal
<https://mycwt.com/global/en/legal/mvcp/>

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3. General Obligations

- 3.1 The Data Transferee shall use the Personal Information provided to it by the Data Transferor for the sole purpose of providing the Services as set forth in the Agreement.
- 3.2 The Data Transferee undertakes to:
- 3.2.1 process the Personal Information fairly and lawfully in accordance with CWT's instructions and the Applicable Data Protection Law;
 - 3.2.2 provide an Individual the same rights of access, correction, blocking, suppression or deletion available to such individual under the Applicable Data Protection Laws;
 - 3.2.3 notify CWT, without delay, of any request from an Individual or from any personal data protection authority (or equivalent) for access to an Individual's Personal Information;
 - 3.2.4 not use the Personal Information for a purpose not compatible with the provisions of this Exhibit;
 - 3.2.5 not use the Personal Information other than for the purpose of providing the Services under the Agreement;
 - 3.2.6 not disclose or transfer the Personal Information to a Third Party without the prior written consent of CWT, and such consent shall not be given unless CWT is satisfied with all the terms and conditions of such disclosure or transfer and that the Personal Information will receive an adequate level of security after such disclosure or transfer;
 - 3.2.7 allow CWT to audit, upon CWT's reasonable prior written request and expense, the Vendor's data Processing tools, its security programs and procedures, data files and documentation necessary to verify the compliance by the Vendor with the terms and conditions of this Exhibit;
 - 3.2.8 comply with all Applicable Data Protection Laws and changes thereto;
 - 3.2.9 retain and delete the Personal Information in accordance with Applicable Data Protection Laws; and
 - 3.2.10 put in place equivalent protections with its Third Parties to ensure that any sub-processing is consistent with the provisions of the Agreement.

4. Exhibit MC (EU Model Clauses) and Additional Defined Terms

- 4.1. 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 EU Model Clauses at <http://mycwt.com/exhibit-mc> are hereby incorporated as an additional exhibit to the Agreement (Exhibit MC). By signing

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Exhibit MC in one or more signing blocks, by signing an agreement including a link to the online version of Exhibit MC or by signing an agreement reproducing Exhibit MC as an exhibit, schedule, or equivalent ancillary part of an agreement, Vendor confirms it has authority to enter into Exhibit MC on behalf of itself and its Affiliates and their commitment to adhere to all Exhibit MC / EU Model Clauses terms with CWT being the “data exporter” and the Vendor being the “data importer”.

- 4.2. Terms defined elsewhere in the Agreement, including those supplementary defined terms assigned in Module MM shall bear the meanings assigned when used in Exhibit MC: