

## USA

### Terms & Conditions (for Goods and Services)

#### 1. Application and governing terms

The acceptance of a purchase order issued by the purchaser ("BUYER") or other means of ordering from any vendor, supplier or service provider (however called and which in any event will incorporate BUYER's purchase order) ("SUPPLIER"; together with BUYER, the "PARTIES") shall constitute acceptance without reservations or restrictions of these general purchasing terms ("T&C"), the attached Data Protection Addendum, as well as of any terms and conditions featuring on the purchase order and any special terms and conditions negotiated between the Parties, to the exclusion of any of SUPPLIER's terms and conditions. Should a specific purchasing agreement be negotiated by the Parties ("Agreement"), such Agreement will prevail over these T&C unless otherwise stated in such Agreement. The provisions of such Agreement will apply to any purchase orders placed in reference of such Agreement, to the exclusions of any other terms and conditions. Each and every purchase order issued by Buyer and accepted by Supplier are independent from each other and shall, in no event, be deemed to create a long term business relationship between the BUYER and the SUPPLIER.

#### 2. No changes to Purchase Order

The SUPPLIER shall fully comply with the BUYER's purchase order. No changes shall be made by SUPPLIER (in its order confirmation or otherwise) to the terms of BUYER's purchase order, without the BUYER's prior written authorization. BUYER shall have no liability whatsoever for any non-authorized amended purchase order, whether such order has been partially or fully fulfilled.

#### 3. Prices - Invoicing - Payment

##### 3.1 Prices

The applicable prices are those agreed upon by and between the SUPPLIER and the BUYER and featured on the purchase order. If no price is stated on the purchase order, the goods and/or services shall be invoiced at the latest price quoted by SUPPLIER, at the latest price paid by BUYER to SUPPLIER, or at the prevailing market price, whichever is lowest. The prices shall be net of any taxes and duties and shall include the costs of delivery of the goods or performance of the services ordered in accordance with Article 4 below. The SUPPLIER may not change

the prices or rates of purchase orders that are currently in progress. Prices shall include transportation and packaging. Any qualitative and quantitative discounts, rebates and price reductions offered and/or displayed by the SUPPLIER shall be immediately and fully applicable to the BUYER.

##### 3.2 Invoicing

Prices stated on the invoices shall be in BUYER's country's local currency (unless otherwise agreed). Invoices shall be addressed to BUYER's name and in accordance with the relevant BUYER's invoicing instructions set forth on <https://www.wellacompany.com/supplier>.

Invoices shall be in compliance with all Applicable Laws and shall include at least the following information:

- The purchase order reference number,
- A detailed description of the goods and/or services,
- The amounts of recoverable and non-recoverable taxes (e.g. VAT),
- SUPPLIER's and BUYER's VAT numbers.

In the event of a concurrent delivery for several purchase orders, the SUPPLIER shall issue separate invoice for each purchase order. Any incomplete or erroneous invoice may be rejected and/or returned by BUYER to SUPPLIER.

##### 3.3 Payment

Unless otherwise stated in an Agreement, BUYER shall pay invoices in accordance with the payment terms set forth in the purchase order. If exceptions to payment terms apply, each purchase order will detail the relevant payment terms. Payment will occur according to BUYER's payment processes by batch. BUYER may withhold payment in the event SUPPLIER has failed to perform any of its obligations under these T&C, until such failure to perform is cured, including but not limited to the situation in which SUPPLIER's invoice is inaccurate or does not meet the invoice requirements set forth in Article 3.2, goods or services are non-compliant (whether qualitative or quantitative) or in case of suspected or confirmed breach of Article 7 by the SUPPLIER.

#### 4. Delivery-Transfer of Title and of Risk

##### 4.1 Incoterm, Delivery point, Packaging

Unless otherwise stated in an Agreement or in the relevant purchase order, the goods shall be delivered at place (DAP incoterms 2020) to the agreed delivery place. The SUPPLIER shall deliver the goods and/or perform the services at the place indicated in the purchase order. The SUPPLIER shall be responsible for packaging the goods to enable them to withstand transportation, handling and storage without

damage. The SUPPLIER shall compensate the BUYER for any breakage, missing elements or damage caused by inadequate packaging. All packages must be clearly identified as indicated by the BUYER including by means of the BUYER's reference number if any .

#### **4.2 Transfer of title and of risk**

The transfer of title shall occur concurrently with the transfer of risks as per the DAP incoterms 2020. SUPPLIER shall deliver the goods and/or perform the services with good and marketable title, free and clear of all liens, claims, security interests, pledges, charges, mortgages, deeds of trusts, options or other encumbrances of any kind ("Liens"). SUPPLIER will keep any of BUYERS' property in the possession or the control of SUPPLIER or any of its subcontractors free and clear of any Liens and will identify it as BUYER's property. Such transfer of title and risk shall not prejudice BUYER's rights under Article 6.

### **5. Delivery Deadlines**

**5.1.** SUPPLIER acknowledges and agrees that time is of the essence. Any agreed delivery deadlines shall be deemed to constitute a stringent, essential and determining precondition of the BUYER's consent to placing a purchase order. Therefore, the SUPPLIER shall be fully liable for any damages and payment of contractual liquidated damages, fines, or administrative charges resulting from any delays in delivery.

**5.2.** In case of delay in delivery, BUYER may charge the SUPPLIER liquidated damages amounting to 2% of the value of the purchase order (excluding VAT) per week of delay, up to a maximum of 20% or the maximum allowed by Applicable Laws, notwithstanding BUYER's other rights such as the right to claim performance and/or damages for such delays. For the avoidance of doubt, such damages shall be in addition to any other fees, charges, and damages agreed upon, to the extent permitted by Applicable Law.

In addition to the foregoing, in the event of delay, the BUYER shall be automatically entitled to withhold any sums due to SUPPLIER until the goods and/or services ordered have been delivered and/or performed in full. Furthermore, the BUYER shall also be entitled to either (i) cancel the purchase order as set forth in Article 8.1 and resign from the purchase or (ii) reduce the purchase price to the corresponding fraction of the purchase order value while retaining any goods already delivered and/or enjoying any services already performed.

### **6. Warranty regarding Compliance/Quality Of The Goods And/Or Services Delivered and Remedies in Case of Breach**

#### **6.1. Inspection and Acceptance**

Reception and/or payment of the goods and/or services shall not be deemed acceptance.

Notwithstanding the foregoing, BUYER may proceed with an inspection. Any goods or services rejected further to inspection or discovery, will entitle BUYER at its discretion to either (i) a full refund of the goods and/or services, (ii) having the services reperformed and/or the goods redelivered by the SUPPLIER, or (iii) having SUPPLIER to bear all costs related to the BUYER's procurement of the goods or services from an alternative source, without prejudice to claim damages as per Article 11. In addition, SUPPLIER shall be liable for any costs and expenses (e.g. analysis, transport, storage, destruction, redelivery, press release, etc.) associated with a recall campaign resulting from a non-compliance of the goods.

#### **6.2 Representations and warranties**

The SUPPLIER hereby represents and warrants that (i) it has full right, power, and authority to enter into a purchase order, (ii) the goods delivered and/or services performed (including, where applicable, the packaging and labelling), shall upon delivery and, if applicable for the duration of shelf life, (a) be fit for purpose, free from any defects or adulteration and meet or exceed the agreed specifications; (b) be manufactured and delivered and/or performed in compliance with all applicable federal, state, local and foreign laws, regulations, orders, agency or standards, including but not limited to those relating to import and export, those relating to BUYER's purchase of the goods and/or services and SUPPLIER's delivery of the goods and/or services, those for the manufacture, labeling, transportation, licensing, approval or certification in respect of goods for use for cosmetic, hair and fragrance products and those addressing anti-bribery and anti-corruption, anti-trust, financial crimes (such as money laundering), economic and trade sanctions, data privacy ("Applicable Laws"); (c) shall be in compliance with all samples and written statements provided by SUPPLIER and accepted by BUYER hereunder; (d) the goods shall, at the time of delivery, have 100% of their respective remaining shelf life, and (e) with good title, free and clear of any Lien, (iii) services will be performed by a sufficient number of appropriately experienced, qualified and trained professional service personnel with all due skill, care and diligence and (iv) goods and/or services will, in no event, infringe any patents,

trademarks, trade secrets, proprietary information, or other intellectual property rights.

### 6.3. SUPPLIER liability for hidden or latent defects

Notwithstanding any inspection of the goods by BUYER, as referred to in Article 6.1, SUPPLIER shall be liable for any defect of the goods, including hidden or latent, detected at any time by BUYER, even if such liability is not mandatory under Applicable Laws.

## 7. Compliance

### 7.1. Compliance with laws

(a) SUPPLIER shall comply, and shall require all persons acting on its behalf to comply, with all Applicable Laws and any other laws pertaining to the SUPPLIER and/or the performance of its obligations under a purchase order. SUPPLIER shall not take any action in violation of any Applicable Law that could result in liability being imposed on BUYER.

(b) Sanctions: SUPPLIER shall comply with applicable economic and trade sanctions laws, regulations, embargoes or similar restrictive measures administered, enacted or enforced, including, without limitation, by the US, UK, EU, United Nations, and hereby warrants, that no entity or member of its company or of its Affiliates including their officers, directors, employees or agents (together: "SUPPLIER's Group") is on any sanctions list. For the purpose of these T&C, "Affiliate" shall mean any company, partnership or other entity which directly or indirectly Controls, is Controlled by or is under common Control with either Party, and "Control" means, with respect to any company or other entity, the ownership of more than fifty percent (50%) of the issued share capital of such company or other entity, or the legal power to direct or cause the direction of the general management and policies of such company or entity.

(c) Anti-bribery:

(i) Upon acceptance of a purchase order, SUPPLIER agrees to, and to cause its personnel to, comply at all times during the term of any purchase order with the terms of the Wella Code of Conduct for Business Partners as set forth on Wella's website: <https://www.wellacompany.com/supplier>. SUPPLIER shall return the acknowledgment form contained in this Code duly completed and signed before commencing work with BUYER,

(ii) SUPPLIER shall promptly report to BUYER any suspected or confirmed violation of Applicable Laws or the Wella Code of Conduct for Business Partners in connection with the performance of its obligations under a purchase order,

(iii) SUPPLIER shall, upon BUYER's request, certify to BUYER in

writing signed by an officer of SUPPLIER that the SUPPLIER, and all persons acting on its behalf in connection with the purchase order, are in compliance with the obligations set out in this Article 7,

(iv) SUPPLIER represents that none of its shareholders, directors, officers, partners, employees, agents or any other persons who are able to exercise control over the business or operations of the SUPPLIER is an official, employee or representative of, or a person acting in an official capacity for any: (i) government or government department or agency, (ii) entity controlled or owned by a government or government department or agency, or (iii) public international organisation or political party; and/or a candidate for public office ("Public Official"). The SUPPLIER shall promptly notify BUYER if any such person becomes a Public Official during the term of the purchase order;

(v) the SUPPLIER represents that none of its shareholders, directors, officers, partners, employees, agents or any other persons who are able to exercise control over the business or operations of the SUPPLIER is an individual or entity appearing on any of: (i) the Specially Designated Nationals and Blocked Persons list maintained by the US Treasury Department's office of Foreign Assets Control; (ii) the Consolidated List of Financial Sanctions Targets and the Investment Ban List maintained by HM Treasury's consolidated list of financial sanctions targets; and/or (iii) any similar list maintained by, or public announcement of Sanctions Laws designation made by, any other relevant authority. The SUPPLIER shall promptly notify BUYER if any such person or entity appears on any such lists,

(vi) SUPPLIER shall notify BUYER promptly of any development or circumstance that would or might render incorrect or misleading any representation, warranty, covenant or undertaking in this Article;

(vii) If BUYER reasonably believes that there has, or may have been, a breach of any of the obligations in this Article, BUYER may, without prejudice to its right to cancel the purchase order as set forth in these T&C:

- suspend the delivery of goods and/or services until such time as BUYER has received confirmation to its satisfaction that no breach has occurred or, if a breach has occurred, that no such breach will occur again (and BUYER shall not be liable to SUPPLIER for any costs incurred by SUPPLIER during the period of the suspension); and/or
- audit SUPPLIER financial and other books and records.

(viii) SUPPLIER shall indemnify and hold BUYER and its Affiliates

harmless against any costs incurred by, or awarded against, BUYER or its Affiliates as a result of any breach of this Article by SUPPLIER or persons acting on its behalf.

- (d) Data privacy. SUPPLIER shall fully comply with the terms and conditions of the Data Privacy Addendum as attached.

## **8. Purchase Order Cancellation**

The BUYER may cancel (partially or entirely) a purchase order (i) if the SUPPLIER fails to perform any of its obligations hereunder. In such event, SUPPLIER shall return, to the BUYER all sums paid by BUYER in connection with the cancelled (part of the) order, notwithstanding BUYER's right to claim for damages., (ii) for convenience with five working days' written notice period before shipment of the corresponding goods or full performance of the services.

## **9. Confidentiality & Security Requirements**

### **9.1 Confidentiality**

The SUPPLIER undertakes to keep confidential any information, whether technical, scientific, commercial or other in connection with the order and the BUYER which is marked as confidential or which, based on its nature or the nature of its provision, should be reasonably treated as confidential. The SUPPLIER shall not disclose such information to any third party and shall ensure that its employees, agents, suppliers and subcontractors comply with such obligation. The SUPPLIER shall refrain from mentioning the BUYER as one of its references, from publishing any written document, including technical notes, photographs, images and sounds on any medium whatsoever regarding any aspect relating to the BUYER and/or to the goods and/or services that are the subject matter of the order, without the BUYER's prior written consent. Under no circumstances may any order give rise to any direct or indirect advertising of any kind without the BUYER's written authorization.

### **9.2 Security Requirements**

The SUPPLIER shall implement and maintain, at its cost and expense, appropriate technical and organizational measures in relation to the provision of the goods and/or the services, which shall remain continuously consistent with best industry standard practices and technologies.

The BUYER reserves the right, throughout the validity of a purchase order, to periodically require the SUPPLIER to complete a new Buyer risk assessment questionnaire.

The SUPPLIER shall notify BUYER without undue delay after becoming aware of an actual or suspected security incident.

Where the SUPPLIER is affected by a security incident or potential security incident, it shall take whatever action it deems is necessary to minimize the impact of such event and prevent such events recurring. The SUPPLIER shall bear the cost of such action or preventative measures where the loss, damage or destruction or unauthorized access arises as a result of a breach by the SUPPLIER of its obligations under a purchase order.

## **10. Insurance**

Unless otherwise agreed between the Parties, the SUPPLIER shall insure the goods, with a reputable insurance company, at its own expense (including all deductibles) for all risk of physical loss or damage from any external cause during transportation, for a minimum coverage of USD 1,000,000. At the BUYER's request and prior to the transportation of the goods, the SUPPLIER shall prove existence of such insurance by providing a certificate of insurance detailing its coverage and deductibles. SUPPLIER shall, throughout the validity of a purchase order and the applicable statute of limitations periods related hereto, maintain (i) commercial general liability insurance policy (including where relevant product liability, professional liability and contractual liability protection) related to the goods and/or services of not less than USD 5,000,000 *per occurrence* with an aggregate limit of USD 10,000,000, (ii) workers' compensation insurance in the benefit amounts required by Applicable Laws of the location in which SUPPLIER has employees performing work related to a purchase order, (iii) employer's liability insurance with respect to such employees written on a *per occurrence* basis with a minimum limit of USD 1,000,000 per accident, (iv) Cyber Liability coverage (including coverage for unauthorized access and use, failure of security, breach of confidential information, of privacy perils, as well as breach mitigation costs and regulatory coverage) with a limit of not less than USD 1,000,000 per occurrence and USD 5,000,000 in the aggregate. Such coverage will have no deductible and no sub-threshold, and (v) any other insurance policy as required by BUYER, all upon terms satisfactory to BUYER.

Such insurance shall be maintained with reputable international insurance companies with AM Best rating of at least "A". It is understood and agreed that these insurances shall not be construed to limit SUPPLIER's liability with respect to its indemnification obligations hereunder. SUPPLIER shall provide a certificate of insurance evidencing such liability insurance coverage to BUYER upon request by BUYER. SUPPLIER may not cancel any policies required by this Article without giving sixty

(60) days prior written notice to BUYER and unless BUYER consents in writing to cancellation of such policies.

## **11. Indemnification**

Without limiting any rights under a separate agreement or statutory law, SUPPLIER shall fully indemnify, defend and hold harmless BUYER, its Affiliates and its and their respective agents, officers, directors and employees from and against any claims, including third party claims, loss, cost, damage or expense, fines, amounts paid in settlement, legal fees and expenses (collectively "CLAIMS"), arising out of or related to any of the following (1) SUPPLIER's breach of any representation or warranty (2) SUPPLIER'S breach of any provision of these T&C including without limitation Articles 6. and 7; (3) negligence, gross negligence, intentional or willful misconduct of SUPPLIER or SUPPLIER's subcontractors or their respective employees or other representatives in relation to or connection with these T&C or the performance of duties hereunder; or (4) bodily injury, death or damage to personal property arising out of or relating to SUPPLIER's performance.

## **12. Ownership of Intellectual Property**

### **12.1 BUYER's Intellectual Property**

The BUYER shall retain full ownership of all intellectual property rights owned by the BUYER prior to the respective purchase order, in particular over any elements, documents, rights and information that it entrusts to the SUPPLIER for the purposes of the order, including images, know-how, processes, methods, formulas, blueprints, calculations, etc. Unless otherwise expressly agreed, BUYER does not license any of its intellectual property rights to SUPPLIER, or allow any use of it. Once the order is met, the SUPPLIER undertakes to return all the elements entrusted to it by the BUYER and not to retain any copies thereof in any form whatsoever.

### **12.2 Creations**

BUYER shall own any works and related intellectual property rights (including without limitation copyrights, designs, inventions and marks) created (i) by or on behalf of SUPPLIER in fulfillment of its contractual duties towards BUYER, (ii) by anybody in connection with services provided or works created under an order, or (iii) to the extent created as a direct result of the goods/services (collectively, "BUYER'S IP"). BUYER'S IP created by SUPPLIER is considered a work made for hire to the extent available under copyright and/or other intellectual property ("IP") law. To the extent BUYER'S IP is not considered work made for hire, SUPPLIER assigns to BUYER royalty-free,

worldwide, perpetually, and irrevocably, all rights in BUYER'S IP to the fullest extent permitted by law. To the extent such an assignment is not legally permissible, SUPPLIER grants BUYER an exclusive, royalty-free, worldwide, perpetual, irrevocable, assignable, sub-licensable and unrestricted license to such BUYER'S IP to the fullest extent permitted by law. SUPPLIER will execute any documents that BUYER reasonably determines are necessary to document BUYER'S rights in BUYER'S IP or to secure or perfect any IP RIGHTS relating to BUYER'S IP. SUPPLIER will cause its employees or subcontractors' employees to assign to SUPPLIER any BUYER'S IP created by such employees or subcontractors' employees and to comply with SUPPLIER'S obligations set forth in this Article 12. To the extent legally permissible, SUPPLIER waives any moral rights in BUYER'S IP, including but not limited to the right to be named as author, the right to modify, the right to prevent mutilation and the right to prevent commercial exploitation. To the extent such waiver is not legally permissible; BUYER will have the irrevocable right to exercise any moral rights in BUYER'S IP on SUPPLIER'S behalf to the fullest extent permitted by law.

### **12.3 SUPPLIER's Intellectual Property**

In addition and with respect to rights not vested in or assigned or licensed exclusively to BUYER in accordance with Article 12.2, SUPPLIER grants BUYER a non-exclusive, royalty-free, worldwide, perpetual, irrevocable, assignable, sub-licensable license under any intellectual property or other rights included in the goods and/or services necessary to use in any way, and to receive the full benefit of, the goods and/or services and any resulting work product including, to copy, maintain, support, modify, enhance or further develop the goods and services and resulting works.

## **13. Force Majeure**

Neither Party shall be liable for any failure or delay in the performance of its obligations under a purchase order to the extent this failure or delay both: (a) is caused by any of the following: acts of war, terrorism, civil riots or rebellions; quarantines, embargoes and other similar unusual governmental action; extraordinary elements of nature or acts of God; and (b) could not have been prevented by the non-performing Party's reasonable precautions or commercially accepted processes, or could not reasonably be circumvented by the non-performing Party through the use of substitute services, alternate sources, work-around plans, or other means by which the requirements of a buyer of goods and/or services substantively similar to the goods and/or services would be

satisfied. Events meeting both of the above criteria are referred to as "Force Majeure Events".

SUPPLIER expressly acknowledges that Force Majeure Events do not include vandalism, the regulatory acts of governmental agencies, labor strikes at a Party's facilities, or the non-performance of personnel relied on for the performance or delivery of the goods and/or services unless such failure or non-performance by personnel is itself caused by a Force Majeure Event.

Upon the occurrence of a Force Majeure Event, the non-performing Party shall be excused from any further performance or observance of the affected obligation(s) for as long as such circumstances prevail, and such Party continues to attempt to recommence performance or observance to the greatest extent possible without delay. Notwithstanding any other provision of this article, a Force Majeure Event shall obligate SUPPLIER to implement a disaster recovery plan as may be specifically requested by BUYER. If a Force Majeure Event causes a failure or delay in the performance of SUPPLIER's obligations under a purchase order for more than ten (10) consecutive days, BUYER may, at its option, and in addition to any other rights BUYER may have, procure the goods and/or services or similar goods and/or services from an alternate source until SUPPLIER is again able to provide the goods or deliverables. If a Force Majeure Event causes a material failure or delay for more than thirty (30) consecutive days, BUYER may, at its option, and in addition to any other rights BUYER may have, cancel the purchase order without liability to SUPPLIER.

#### **14. Subcontracting - Assignment**

SUPPLIER shall not sub-contract any of its obligations under a purchase order or purport to do so, without the prior written consent of BUYER. Subject to the foregoing. Such subcontracting shall not relieve SUPPLIER of any of its obligations under the purchase order and SUPPLIER shall remain liable for the proper delivery of the goods and/or performance of the services by such authorized subcontractors and for the acts and omissions of such authorized subcontractors.

Subject to Article 14.3, no purchase order or Agreement or any claims thereunder may be assigned, pledged or transferred to a third party by either Party without the express prior written consent of the other Party.

Notwithstanding Article 14.2 and notwithstanding anything to the contrary in these T&C or an Agreement (i) BUYER may assign, novate, contribute or otherwise

transfer, including also through (de)merger or any other means of transfer by operation of law, a purchase order and the contractual position (i.e. all of its rights and obligations) under such purchase order to any Affiliate of Wella, without the prior written consent from SUPPLIER; and (ii) to the extent legally required, SUPPLIER hereby consents in advance to any such assignment, novation, contribution, or other means of transfer, including also (de)merger or any other means of transfer by operation of law (as applicable), waives any applicable formalities or actions in relation thereto and, to the extent certain formalities or actions would nevertheless be required, undertakes to cooperate and take any action that may be required to effectuate the assignment, novation, contribution or other transfer, including also (de)merger or any other means of transfer by operation of law, of any purchase order governed by these T&C and BUYER's contractual position under such purchase order in accordance with this clause and Applicable Laws.

#### **15. Governing Law - Dispute Resolution**

These T&C and any purchase order hereunder along with any non-contractual rights arising out of or in connection with the T&Cs or any purchase order hereunder shall be governed by the laws of the jurisdiction of the BUYER's place of incorporation or formation. Should a dispute arise between the Parties and should they be unable to settle it amicably, the dispute shall be submitted to the jurisdiction of the competent court where the BUYER is incorporated or formed. The Parties hereby specifically disclaim the application of the United Nations Convention on Contracts for the International Sale of Goods, to their contractual relationship under these terms and/or any order and to the validity, enforcement, and interpretation of these T&C and any order.

#### **16. Severability**

If any term of these T&C is to any extent invalid, illegal or unenforceable, such term shall be excluded to the extent of such invalidity, illegality of unenforceability; all other terms shall remain in full force and effect.

#### **17. Languages**

These T&C are provided in English language and in some cases other relevant languages. In case of any inconsistencies, the English language version shall prevail.

## Data Protection Addendum

In addition to the T&Cs, Supplier agrees to comply with the terms and conditions of this Data Protection Addendum herein by accepting and executing a purchase order for goods or services.

### 1. Definitions.

- (i) **"Authorized Employees"** means Service Provider's employees who have a need to know or otherwise access Personal Information to enable Service Provider to perform its obligations under this Agreement.
- (ii) **"Buyer Confidential Information"** means all information belonging to Buyer and/or accessed by or disclosed to Supplier, including without limitation, any Personal Data, Buyer's business, pricing and marketing strategies, ideas, concepts, processes, advertising, network, rate and pricing databases, hardware and software systems, operations and customers learned in any way from any sources as a result of the performance of its obligations under a purchase order.
- (iii) **"Data Protection Law"** means, as applicable: (i) Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute to the Gramm-Leach-Bliley Act of 1999, and the rules and regulations thereunder, (ii) the Directive on Privacy and Electronic Communications (2002/58/EC), any national laws implementing such Directive and/or, Regulation (EU) 2016/679 (the "General Data Protection Regulation") and any related legislation of any member state in the European Economic Area and United Kingdom, (iii) the Health Insurance Portability and Accountability Act of 1996, (iv) the Sarbanes-Oxley Act of 2002 (Pub. L. 107-204, 116 Stat. 745), (v) any and all other data protection, privacy or similar laws and regulations anywhere in the world applicable to persons in possession of Personal Data or to the processing of Personal Data, and (vi) any legislation or regulation amending, supplementing or replacing any of the foregoing from time to time.
- (iv) **"Personal Data"** means any information related to an identified or identifiable natural person ("Data Subject") which is subject to protection under the applicable Data Protection Law.
- (v) **"Personnel"** means the employees, officers, directors, representatives, contractors, subcontractors and agents of either Party and such Party's Affiliates.

Capitalized terms not defined hereunder shall be defined directly within the T&C.

### 2. Safeguarding of Buyer Confidential Information.

- (i) Supplier shall maintain a comprehensive, written data security program, which shall include reasonable and appropriate technical, organizational and administrative safeguards against the destruction, loss, unauthorized access or alteration of any Buyer Confidential Information, and which shall be (i) no less rigorous than accepted industry standards (including ISO/IEC 27001 – Information Security Management Systems-Requirements and ISO/IEC 27002 – Code of Practice for International Security Management, the National

Institute of Standards and Technology (NIST) Cybersecurity Framework, or other applicable industry standards for information security), and shall ensure that such safeguards, including the manner in which Personal Data is created, collected, accessed, received, used, stored, processed, disposed of, and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Addendum.

- (ii) At a minimum, Supplier's safeguards for the protection of Buyer Confidential Information shall include: (i) limiting access of Buyer Confidential Information to Authorized Employees; (ii) securing business facilities, data centers, paper files, servers, backup systems, and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability; (iii) implementing network, application, database, and platform security; (iv) securing information transmission, storage, and disposal; (v) implementing authentication and access controls within media, applications, operating systems, and equipment; (vi) encrypting highly sensitive Buyer Confidential Information stored on any media; (vii) encrypting highly sensitive Buyer Confidential Information when transmitted over public or wireless networks; (viii) strictly segregating Buyer Confidential Information from information of Supplier or its other customers so that Buyer Confidential Information is not commingled with any other types of information; (ix) conducting risk assessments, penetration testing, and vulnerability scans and promptly implementing, at Supplier's sole cost and expense, a corrective action plan to correct any issues that are reported as a result of the testing; (x) implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with applicable law; and (xi) providing appropriate privacy and information security training to Supplier's employees.
- (iii) Under no circumstances shall Supplier make any changes that materially weaken any technical, organizational or administrative safeguards in place to protect Buyer Confidential Information, or result in Supplier's failure to meet any of the minimum standards set forth above without Buyer's prior approval. Under no circumstances shall Supplier or Supplier Personnel attempt to access Buyer Confidential Information that is not required for the performance of Supplier's obligations under a purchase order.
- (iv) In the event Supplier discovers or is notified of any unauthorized access, collection, acquisition, use, transmission, disclosure, corruption or loss of Buyer Confidential Information, or breach of any environment (i) containing Buyer Confidential Information or any similar information, or (ii) with controls substantially similar to those protecting Buyer Confidential Information (each, a "Security Incident"), Supplier shall expeditiously (i) notify Buyer of the Security Incident within 72 hours of becoming aware of the Security Incident, (ii) investigate (with Buyer's participation if so desired by Buyer) such Security Incident and perform a risk assessment, a Root Cause Analysis and corrective action plan thereon, (iii) provide a written report to Buyer of such risk assessment, Root Cause Analysis and action plan, (iv) remediate such Security Incident, (v) take commercially reasonable actions to prevent the recurrence of such Security Incident, including the preparation and implementation of

a plan, subject to Buyer's prior approval, to remediate the effects of the Security Incident and to prevent its recurrence, (vi) cooperate with and fully support Buyer's investigation of the Security Incident described in this provision, and (vii) cooperate with Buyer in providing any notices regarding the Security Incidents which Buyer deems appropriate.

(v) Supplier will not notify any third party (other than the Buyer) of a Security Incident, nor otherwise publicize a Security Incident, without Buyer's prior written consent, save for where such disclosure or notification is required under Data Protection Laws, and where such disclosure or notification is so required, Supplier shall provide a copy of the disclosure or notification (in so far as this is not prohibited under Applicable Laws) promptly to the Buyer.

(vi) For the purpose of this provision, "Root Cause Analysis" shall mean the formal process to be used by Supplier to diagnose the underlying cause of problems at the lowest reasonable level so that corrective action can be taken that shall eliminate any repeat failures.

### 3. Personal Data.

(i) Supplier and Supplier Personnel (a) shall collect, process, store, use, disclose, transfer and dispose of Personal Data in full compliance with the Data Protection Law; (b) shall only share, transfer, disclose or otherwise provide access to Personal Data with or to Supplier and Supplier Personnel as necessary for Supplier to perform its obligations under a purchase order; and (c) shall only collect, process, use and store Personal Data on Buyer's behalf as necessary for Supplier to comply with its obligations as specified in a purchase order. Any Personal Data or aggregate information provided to, created, obtained, procured, used or accessed by Supplier and/or Supplier Personnel in connection with a purchase order shall be the sole property of Buyer. Upon completion of Supplier's performance under a purchase order, cancellation of a purchase order or termination of a long term relationship (and save as may be required by Applicable Laws), Supplier and Supplier Personnel shall, at Buyer's option, return or destroy all Personal Data, aggregate information and historical data. Upon Buyer's request, Supplier shall furnish Buyer with a certificate of destruction within thirty (30) calendar days.

(ii) In the event Supplier collects Personal Data on behalf of Buyer, Supplier shall ensure that privacy policies and collection practices comply with Data Protection Law and contain all necessary disclosures to enable the collection, sharing and use of Personal Data as contemplated under a purchase order (including conspicuous posting of a privacy notice to enable Data Subjects to decide whether to submit their Personal Data or not);

(iii) Unless otherwise agreed, Supplier shall process and store all Personal Data in the locations identified by Supplier in a purchase order, and shall not transfer, process, or store Personal Data in or to any other jurisdiction without the prior consent of Buyer.

(iv) Supplier shall not transfer Personal Data from the United Kingdom or a country within the EEA to countries deemed by the European Union not to have adequate protection

unless such transfer is made in compliance with Data Protection Law.

(v) The Parties acknowledge that, Supplier shall act as a Data Processor (as defined in Article 4 (8) of the General Data Protection Regulation) in relation to all Personal Data it accesses in connection with its performance under a purchase order, that Buyer is the Data Controller (as defined in Article 4 (7) of the General Data Protection Regulation) with respect to such Personal Data, and that Supplier shall act in accordance with Buyer's written instructions in relation to such Personal Data, except where otherwise required by any European Union Member State and/or United Kingdom law to which Supplier is subject. Supplier shall not engage another Data Processor without prior consent of Buyer.

(vi) Supplier shall notify Buyer immediately if Supplier receives any complaint, notice or communication (whether from a supervisory authority, Data Subject or otherwise), unless such notification is not allowed under Applicable Laws, which relates directly or indirectly to the processing of Personal Data in connection with its performance under a purchase order, or the exercise of any rights of the Data Subject in respect of such Personal Data) and provide Buyer with full co-operation and assistance in relation to any such complaint, notice or communication, including the timely provision of any information that is required for Supplier to satisfy any requirements imposed on it under Data Protection Laws.

(vii) Without prejudice to its obligations under Paragraph 3(i), Supplier shall provide reasonable assistance, information and cooperation to Buyer in responding to any request from a Data Subject and to ensure compliance with Buyer's obligations under Data Protection Law with respect to (i) the security of the processing, (ii) notification by Buyer of Security Incidents to supervisory authorities or Data Subjects, (iii) the carrying out of data protection impact assessments (as provided for in the GDPR) in relation to the processing of such Personal Data, and (iv) prior consultation with a supervisory authority regarding high risk processing;

(viii) Supplier shall make available to Buyer such information as is reasonably necessary to demonstrate Buyer's compliance with its obligations under this Data Protection Addendum, and allow for and submit its premises and operations to audits, including inspections, by the Buyer (or another auditor mandated by Buyer) for this purpose, subject to the Buyer giving Supplier reasonable prior notice of such information request and/or audit being required (save where an audit or inspection or information request is requested by or on the instructions of a supervisory authority, in which case Supplier shall be bound to follow the instructions of the supervisory authority).