



DATA TRANSFER AGREEMENT

(GLOBAL)

(CONTROLLER TO PROCESSOR)

This Data Transfer Agreement (“*DTA*”), effective as of the effective date of the underlying commercial agreement, is between _____ (“*DuPont*”) and _____ (“*Supplier*”). **[Note: DuPont Buyer to copy and insert the names of the parties as stated in the underlying commercial agreement.]**

This DTA shall apply to all Transfers of Personal Identifier Information (“*PII*”) to Supplier or its Subprocessor in connection with the provision of the services under the commercial agreement and to the Processing of *PII* by Supplier or its Subprocessor as reflected in the underlying commercial agreement between the parties. The subject-matter, duration, nature and purposes of the Processing, as well as the type of *PII* and categories of Data Subjects whose data are Processed shall be set forth in *Attachment A*, hereto, as amended from time to time.

1. Definitions and Interpretation.

The below capitalized terms shall have the following meanings when used in this DTA:

“**Controller**” means the Party that determines the purposes and means of Processing of *PII*.

“**Data Protection Law**” means all applicable laws, regulations, and requirements of regulatory guidance, in any jurisdiction, relating to data protection, privacy, and confidentiality of *PII*, including the GDPR and any implementing, derivative or related legislation, rule, regulation, and regulatory guidance, as amended, extended and re-enacted from time to time, applicable to any Party.

“**EEA**” means the European Economic Area (i.e., European Union, Iceland, Lichtenstein, and Norway) and, for the purpose of this DTA, includes Switzerland and the United Kingdom.

“**GDPR**” means Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data.

“**Personal Identifier Information**” or “**PII**” means any information relating to an identified or identifiable natural person (“**Data Subject**”) Processed by Supplier on behalf of DuPont. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

“**Processing**” means any operation or set of operations which is performed on *PII* or on sets of *PII*, whether or not by automated means, such as collection, recording, organization, structuring, storage, retention, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination, sale, sharing or otherwise making available, alignment or combination, restriction, erasure or destruction.

“**Security Incident**” means any accidental, unauthorized or unlawful destruction, loss, alteration, disclosure of, damage or access to, *PII* transmitted, stored or otherwise Processed.

“**Subprocessor**” means any person (including any third party but excluding an employee of Supplier) appointed by or on behalf of Supplier to Process *PII* on behalf of DuPont in connection with the DTA.

“**Supervisory Authority**” means an independent public authority which is established by a Member State pursuant to Article 51 of the GDPR or other data privacy authority.

“**Transfer**” means a party intentionally sending or sharing its *PII* with another party or making *PII* accessible by the other party for the purpose of Processing the *PII*.

2. PROCESSING OF PII.

- 2.1. Supplier and DuPont shall at all times comply with Data Protection Law in Processing PII.
- 2.2. DuPont is the Controller and Supplier is DuPont's processor with respect to all PII Processed by Supplier in connection with the provision of the services under the commercial agreement for the term of the DTA. In Processing PII on behalf of DuPont in connection with the provision of the services under the commercial agreement, Supplier shall comply with the terms set forth in this DTA.
- 2.3. Supplier shall Process PII solely for the purpose of providing the services under the commercial agreement and in accordance with DuPont's documented instructions and not for any other purpose, unless required to do so by applicable law, in which case Supplier shall inform DuPont of any such legal requirement before commencing Processing. Supplier will not sell DuPont's PII.
- 2.4. Supplier shall immediately inform DuPont if Supplier believes that an instruction of DuPont regarding the Processing of PII infringes Data Protection Law.

3. SUPPLIER PERSONNEL.

- 3.1. Supplier shall take reasonable steps to ensure:
 - 3.1.1. PII will be held in strict confidence and require its employees and other personnel who will be provided access or will otherwise Process PII to protect all PII in accordance with the requirements of this DTA (including during the term of their employment and thereafter);
 - 3.1.2. that in each case, access is strictly limited to those individuals who need to know or access the relevant PII, as strictly necessary for the purposes of the DTA;
 - 3.1.3. that any individual referred to in this Section complies with Data Protection Laws in the context of that individual's duties to the Supplier;
 - 3.1.4. that any individual referred to in this Section is subject to professional or statutory obligations of confidentiality; and
 - 3.1.5. to provide its employees and personnel who will be provided access, or will otherwise Process PII, with appropriate training regarding information security and the protection of PII.

4. SECURITY.

- 4.1. Supplier shall have implemented a written comprehensive security program that protects PII Transferred by DuPont and includes appropriate and commercially reasonable technical and organizational measures to prevent a Security Incident.
- 4.2. Such technical and organizational measures will be at least as stringent as the data protection rules that Supplier uses to protect its own employee, customer, or supplier PII, including (without limitation) as appropriate:
 - 4.2.1. the ability to ensure the ongoing confidentiality, integrity, availability and resilience of Processing systems and services, including ongoing monitoring of systems and services to detect potential security breaches;
 - 4.2.2. the ability to restore the availability and access to PII in a timely manner in the event of a physical or technical incident; and
 - 4.2.3. a process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the PII.

5. SUBPROCESSING.

- 5.1. Supplier shall not Transfer PII to any third party (including but not limited to corporate affiliates) without DuPont's written prior consent, except in accordance with this Section.

- 5.2. DuPont authorizes Supplier to appoint Subprocessors (including but not limited to corporate affiliates), but only in accordance with this Section (and subject to any restrictions in the DTA).
- 5.3. Upon DuPont's written request, Supplier shall make available to DuPont a current list of Subprocessors and shall give DuPont prior written notice of the appointment of any new Subprocessor, including the details of the Processing that such Subprocessor will undertake and the Subprocessor's location.
- 5.4. If DuPont objects to Supplier's appointment of any new Subprocessor, DuPont shall promptly notify Supplier of its objections in writing. Supplier shall then work together with DuPont in good faith to make available a commercially reasonable change in the provision of the services under the commercial agreement which avoids the use of that proposed Subprocessor, and where such a change cannot be made within thirty (30) days from Supplier's receipt of DuPont's notice, DuPont may be entitled to terminate the DTA with immediate effect and without liability.
- 5.5. With respect to each Subprocessor, Supplier shall:
 - 5.5.1. remain accountable and responsible for all actions by such third parties with respect to the Transferred PII;
 - 5.5.2. ensure that the arrangement between Supplier and Subprocessor is governed by a written contract or other legally binding document including terms which offer at least the same level of protection for PII as those set out in this DTA and meet the requirements of Data Protection Law; and
 - 5.5.3. provide to DuPont for review such copies of the Supplier's agreements with Subprocessors (which may be redacted to remove confidential commercial information not relevant) as DuPont may request from time to time.

6. ACTS OF EMPLOYEES, AGENTS AND SUBCONTRACTORS.

- 6.1. Supplier shall be fully responsible for all acts or omissions of its employees, agents, and subcontractors in the same manner as for its own acts or omissions, in the context of processing PII in connection with providing the services under the commercial agreement to DuPont.

7. DATA SUBJECT RIGHTS.

- 7.1. Taking into account the nature of the Processing, Supplier shall assist DuPont by implementing appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of DuPont's obligations to respond to requests to exercise Data Subject rights under the Data Protection Laws.
- 7.2. Supplier shall notify DuPont without undue delay of any Data Subject complaints related to the Processing of PII and any requests to Supplier by a Data Subject to exercise rights under Data Protection Law such as to access, rectify, amend, correct, share, delete or cease Processing his or her PII.
- 7.3. Upon DuPont's request, Supplier will promptly and securely delete or destroy any PII pertaining to an individual identified by DuPont where such data is within the Supplier's possession or control. If relevant, Supplier will direct any affiliate or Subprocessor that Processes such PII to promptly and securely delete or destroy it. Supplier will confirm to DuPont, in writing, that Supplier has complied with its obligations under this Section.

8. INDEMNIFICATION.

- 8.1. Supplier shall to the extent permitted by law, indemnify, defend and hold harmless DuPont against all third parties claims for liabilities, damages, losses or expenses incurred to the extent arising out of the negligence, willful misconduct, breaches of this DTA, or violations of Data Protection Laws in the performance of this DTA by the Supplier, its employees, agents, subcontractors, Subprocessors, or assigns. The claims for liabilities, damages, losses or expenses covered hereunder include all settlements, judgments, court costs, reasonable attorneys' fees, fines, penalties and other litigation costs and expenses arising from or related to such claims, demands, complaints or actions.

9. DATA PROTECTION IMPACT ASSESSMENT AND PRIOR CONSULTATION.

- 9.1. Supplier shall provide all commercially reasonable assistance to DuPont as may be reasonably requested in performing, where required, a data protection impact assessment and in consulting with Supervisory Authorities.

10. SECURITY INCIDENT.

- 10.1. Supplier shall notify DuPont without undue delay (and in any event, within 24 hours) upon discovering a Security Incident affecting PII, including providing DuPont with sufficient information to allow DuPont to meet any obligations to report the Security Incident under Data Protection Laws.
- 10.2. Such notification by Supplier to DuPont shall, to the extent possible:
 - 10.2.1. describe the nature of the Security Incident (including the cause), the categories and numbers of Data Subjects concerned, and the categories and numbers of PII records concerned;
 - 10.2.2. communicate the name and contact details of Supplier's data protection officer or other relevant contact from whom more information may be obtained;
 - 10.2.3. describe the likely consequences of the Security Incident; and
 - 10.2.4. describe the measures taken or proposed to be taken to address the Security Incident.
- 10.3. In cooperation with DuPont, Supplier shall investigate such Security Incident and take all necessary and appropriate (and commercially reasonable) corrective action to remedy such breach and prevent a recurrence of such breach. Supplier further agrees to provide reasonable assistance and cooperation requested by DuPont and/or DuPont's designated representatives in creating a record of any Security Incident.
- 10.4. In no case should Supplier delay notification because of insufficient information but instead provide and supplement notifications as information becomes available.
- 10.5. Any notification by Supplier to DuPont under this Section shall not be construed as an admission of fault by Supplier.
- 10.6. To the extent that such Security Incident arises out of an act or omission by Supplier or its personnel, or is a breach of this DTA by Supplier, Supplier will be responsible for any liability, claims, costs or expenses arising from or related to such Security Incident.

11. SUPERVISORY AUTHORITY.

- 11.1. Supplier shall notify DuPont without undue delay if Supplier receives any order, demand, warrant, or any other document requesting or purporting to compel the production of PII (including, for example, by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoenas, civil investigative demands or other similar processes) ("**Disclosure Request**"). If the Disclosure Request is not legally valid and binding, Supplier will not respond. If a Disclosure Request is legally valid and binding, Supplier will provide DuPont at least 48 hours' notice prior to the required disclosure, so that DuPont may, at its own expense, exercise such rights as it may have under applicable law to prevent or limit such disclosure. Notwithstanding the foregoing, Supplier will exercise commercially reasonable efforts to prevent and limit any such disclosure and to otherwise preserve the confidentiality of PII and will cooperate with DuPont with respect to any action taken with respect to such request, complaint, order or other document, including to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded to PII.
- 11.2. Upon notice to Supplier, Supplier will assist and support DuPont in the event of an investigation by any regulator, including a data protection authority, or similar authority, if and to the extent that such investigation relates to PII handled by Supplier on behalf of DuPont in accordance with this DTA.

12. AUDIT RIGHTS.

- 12.1. Supplier shall provide DuPont with all information necessary to demonstrate compliance with Data Protection Law and allow DuPont or another auditor selected by DuPont to audit compliance with the DTA.

13. DELETION OR RETURN OF PII.

- 13.1. Following expiration or termination of the DTA (the "**Termination Date**"), Supplier shall promptly, and in any event within 60 days of the Termination Date, safely destroy or return to DuPont all PII that Supplier obtained in connection

with performing the services under the commercial agreement. Supplier will obtain permission from DuPont before destroying any PII.

13.2. Supplier may retain PII following the Termination Date, subject to the following restrictions:

13.2.1. only to the extent required by applicable law;

13.2.2. only for such period as required by applicable law;

13.2.3. provided that Supplier shall ensure, at all times, the confidentiality of all such PII; and

13.2.4. provided that Supplier shall ensure that such PII is only Processed as necessary for the purpose(s) specified in the applicable law requiring its storage and for no other purpose.

14. INTERNATIONAL TRANSFERS OF PII

14.1. *European Economic Area.* Where PII originating in the EEA are Transferred from DuPont (as data exporter) to the Supplier (as data importer) for Processing outside the EEA, then the EEA Standard Contractual Clauses (“SCCs”) will apply to the Transfer. As applicable to EEA SCCs, Supplier represents that its supplementary measures, including its technical and organizational measures, bring the level of protection of the PII up to the EEA standard of essential equivalence. By signing below, the below persons acknowledge that they are authorized to and are signing the SCCs on behalf of the data exporters and data importers, respectively.

However, EEA Standard Contractual Clauses are not required if the Transfer of DuPont PII is to a Supplier located in a country that has been designated as ensuring an adequate level of protection, i.e., Andorra, Argentina, Canada, Faroe Islands, Guernsey, Israel, Isle of Man, Japan, Jersey, New Zealand, South Korea, Switzerland, UK or Uruguay. After the effective date of the DTA, before Supplier makes any changes to the Transfer of DuPont PII to another country outside of the EEA, Supplier must first obtain DuPont’s consent.

[Note: DuPont Buyer to complete this checklist.]

___ **Yes** or ___ **No**: Will DuPont Transfer its PII located in the EEA to the Supplier located outside the EEA? **[Note: DuPont Buyer can find the answer in the response to question no. 13, Tab 3 of the Privacy Impact Assessment.]**

If **“No”**, then DuPont Buyer to skip the below questions and proceed to Section 14.2. This Section 14.1 and ATTACHMENTS B - C do not apply and are not in effect for this DTA.

If **“Yes”**, then DuPont Buyer to complete the following **Transfer Impact Assessment**: **[Note: Please do not delete the Transfer Impact Assessment.]**

___ **Yes** or ___ **No**: Will DuPont Transfer its PII located in the EEA to the Supplier located **only** in Andorra, Argentina, Canada, Faroe Islands, Guernsey, Israel, Isle of Man, Japan, Jersey, New Zealand, South Korea, Switzerland, UK or Uruguay? **[Note: DuPont Buyer can find the answer in the response to question no. 14, Tab 3 of the Privacy Impact Assessment.]**

If **“Yes”**, then the privacy laws of these countries are considered adequate. DuPont Buyer to skip the below questions and proceed to Section 14.2. The ATTACHMENTS B - C do not apply and are not in effect for this DTA.

If **“No”**, then the laws of inadequate country are insufficient or unclear to adequately protect DuPont’s EEA PII essentially equivalent to that of the applicable EEA privacy laws. ATTACHMENTS B - C will apply and DuPont Buyer to check the following when completed:

___ **Completed**: Supplier has completed ATTACHMENT B (Supplemental Measures Questionnaire).

___ **Completed**: Annex I of ATTACHMENT C (EEA SCCs) has been completed.

_____ **Completed:** ATTACHMENT C (EEA SCCs) has been submitted for the parties' signature.

DuPont has no reason to believe that Supplier will be prevented from fulfilling their obligations under the chosen transfer mechanism with respect to the EEA PII transferred by DuPont, unless an "X" is placed in the following space if applicable: _____. **[DuPont Buyer may confer with DuPont Privacy Counsel as needed]**

- 14.2. *Argentina.* Where PII originating in Argentina are Transferred from DuPont (as data exporter) to the Supplier (as data importer) for Processing outside of Argentina, then the Transfer should be effected in accordance with any applicable cross-border transfer laws. In such instance, data exporter and data importer shall cooperate fully with each other to ensure that the Transfer complies with applicable legal requirements.

To the extent DuPont Transfers PII from Argentina to Supplier located outside of Argentina, then Attachment D shall apply to this DTA. However, Attachment D is not necessary and does not apply if the Supplier is located in the EEA, Canada, New Zealand, Israel, and Uruguay. By signing below, the below persons acknowledge that they are authorized to and are signing the Standard Contractual Clauses on behalf of the data exporters and data importers, respectively.

[Note: DuPont Buyer to complete this checklist.]

_____ **Yes** or _____ **No:** Will DuPont Transfer its PII located in Argentina to the Supplier located outside of Argentina? **[Note: DuPont Buyer can find the answer in the response to question no. 15, Tab 3 of the Privacy Impact Assessment.]**

If "No", then DuPont Buyer to skip the below questions and proceed to Section 15. ATTACHMENT D does not apply and is not in effect for this DTA.

If "Yes", then DuPont Buyer to complete the following:

_____ **Yes** or _____ **No:** Will DuPont Transfer its PII located in Argentina to the Supplier located **only** in the EEA, Canada, New Zealand, Israel, or Uruguay? **[Note: DuPont Buyer can find the answer in the response to question no. 16, Tab 3 of the Privacy Impact Assessment.]**

If "Yes", then DuPont Buyer to skip the below and proceed to Section 15. ATTACHMENT D does not apply and is not in effect for this DTA.

If "No", then ATTACHMENT D will apply and DuPont Buyer to check the following when completed:

_____ **Completed:** ATTACHMENT D has been submitted for the parties' signature.

15. **TERM**

- 15.1. Unless otherwise agreed to by the parties, this DTA will end simultaneously and automatically with the termination of the underlying commercial agreement. Section 13 ("Deletion or Return of PII") above describes Supplier's obligations with respect to the PII following expiration or termination of the DTA. Sections 8 ("Indemnification") and 10 ("Security Incident") shall survive the termination or expiration of this DTA.

16. **CHOICE OF LAW**

- 16.1. Except as otherwise required by applicable law, DuPont may determine that this DTA will be governed by and construed in accordance with the laws of the State of Delaware (U.S.) without giving effect to principles of conflict or choice of laws. The courts within the State of Delaware will be the only courts of competent jurisdiction for enforcement or interpretation of this DTA. Supplier and DuPont do hereby irrevocably submit themselves to the personal jurisdiction of the courts of the State of Delaware, including the U.S. District Courts for the District of Delaware.

17. ENTIRE AGREEMENT AND AMENDMENTS

17.1. This DTA supersedes any prior agreements or understandings entered into between the parties for the purpose of ensuring the protection of PII passed from DuPont to Supplier. The terms of this DTA shall prevail in the event of any conflict with any terms in any other written agreements between the parties, to the extent the conflict relates to the Transfer of PII. This DTA may be amended by the parties only in writing.

18. SEVERABILITY

18.1. Any provision of this DTA that is determined by a court of competent jurisdiction to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this DTA or affecting the validity or enforceability of such remaining provisions.

WHEREFORE, the parties have executed this DTA.

"DUPONT"	"SUPPLIER"
By: _____ Authorized Signature	By: _____ Authorized Signature
David Kahng, Chief Privacy Officer	_____ Name
Date: _____	Date: _____

ATTACHMENT A

(DESCRIPTION OF TRANSFER)

Data Exporter

The data exporter is DuPont.

Data Importer

The data importer is Supplier identified in the opening paragraph of this DTA that Processes PII disclosed or Transferred by, or otherwise on behalf of, the data exporter.

Data Subjects

The PII Transferred concern the following categories of Data Subjects (please specify):

Note: DuPont Buyer to copy and insert response from Row 8, Tab 3 of the Privacy Impact Assessment:

Categories of PII

The PII Transferred concern the following categories of PII (please specify):

Note: DuPont Buyer to copy and insert response from Row 7, Tab 3 of the Privacy Impact Assessment:

Special Categories of PII (if appropriate)

The PII Transferred concern the following categories of Special Categories of PII (i.e. race, religion, ethnicity, sexual orientation, medical or health information, genetic or biometric information, political or philosophical beliefs, trade union membership, background check information, judicial data such as criminal records or information on other judicial or administrative proceedings). (please specify):

Please see response above.

Processing operations

The PII Transferred will be subject to the following basic Processing activities, including the frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis) (please specify):

Note: DuPont Buyer to copy and insert response from Row 9, Tab 3 of the Privacy Impact Assessment:

ATTACHMENT B

(SUPPLEMENTAL MEASURES QUESTIONNAIRE)

DUPONT BUYER TO ENSURE COMPLETED BY SUPPLIER

*THE EUROPEAN ECONOMIC AREA (“EEA”) IS COMPOSED OF THE EUROPEAN UNION, ICELAND, LICHTENSTEIN, AND NORWAY AND, FOR THE PURPOSE OF THIS DOCUMENT, INCLUDES SWITZERLAND AND THE UNITED KINGDOM.

QUESTION	DUPONT SUPPLIER RESPONSE
<p>1) TECHNICAL MEASURES</p> <p>Please describe any technical measures which will help to provide protection for DuPont’s EEA Personal Identifier Information (“PII”), for example, including but not limited to:</p> <ul style="list-style-type: none">a) forms of encryption (in transit and at rest);b) limited access to encryption keys;c) if encryption keys are kept beyond the reach of relevant public authorities;d) pseudonymization that does not permit re-identification of data;e) limit to read only (no downloading, printing, editing etc.); and/orf) any other technical measures.	
<p>2) CONTRACTUAL MEASURES</p> <p>In addition to the SCCs, please describe any additional contractual measures which will help to provide protection for DuPont’s EEA PII, for example, including but not limited to:</p> <ul style="list-style-type: none">a) obligations to implement the technical measures discussed above;b) transparency obligations regarding the level of access available to government authorities in the recipient jurisdiction and the measures taken to prevent access to personal data;c) reinforced power for the data exporter to conduct audits of the data importer;d) challenge the legality of a request received from other governmental authorities where possible;e) redirect the relevant governmental authorities to seek information from the DuPont directly, where possible;f) cooperate with the DuPont regarding any request received from governmental authorities;g) provide representations regarding any previous requests received from governmental authorities;h) provide “transparency report” regarding number of requests (or lack thereof from government authority); and/ori) any other contractual measures.	Data transfer agreement
<p>3) ORGANIZATIONAL MEASURES</p> <p>Please describe any organizational measures which will help to provide protection for DuPont’s EEA PII, for example, including but not limited to any policies and/or procedures to:</p>	

QUESTION	DUPONT SUPPLIER RESPONSE
<ul style="list-style-type: none"> a) clearly allocate responsibilities for data transfers and operating procedures in the event of an access request; b) ensure any transparency and accountability measures including documentation of access requests; c) ensure data minimization; d) ensure access controls; e) ensure data retention/deletion; f) limit transfer of sensitive data; g) ensure training and education; h) respond to requests from public authorities; i) notify DuPont about any inquiry from an individual, regulator or public authority; j) track and notify DuPont of changes in applicable data privacy laws; k) assist DuPont in complying with DuPont obligations for handling individuals' requests regarding the processing of their EEA PII, e.g., deletion, correction, etc.; l) have a written incident response plan that covers DuPont's EEA PII (If yes, please provide the table of contents of the incident response plan); and/or. m) any other administrative measures. 	
<p>4) SUB-PROCESSORS For transfers to (sub-)processors, also describe the specific <u>organisational</u> and <u>technical</u> measures to be taken by the (sub-)processor to be able to provide assistance to the controller and, for transfers from a processor to a sub-processor, to the data exporter.</p>	
<p>5) OTHER SUPPLEMENTAL MEASURES Please describe any other supplementary measures which will help to provide protection for DuPont's EEA PII.</p>	
<p>6) Does DuPont Supplier have a comprehensive privacy program? Please share information regarding any such program with us, including but not limited to handling of a PII data security breach.</p>	
<p>7) Does DuPont Supplier have a process for notifying DuPont if it receives an inquiry from an individual, regulator or public authority that relates to DuPont Supplier's Processing of PII or DuPont's EEA PII generally? If yes, please describe.</p>	
<p>8) Within the past 3 years, has DuPont Supplier been the subject of any fines, judgments, sanctions, or penalties by a data protection authority or court of law for violating any data privacy law? If yes, please describe.</p>	
<p>9) Within the past 3 years, has DuPont Supplier experienced a data security breach (involving the unauthorized acquisition of PII) that required notice to a data protection authority and/or to affected individuals? If yes, please describe each such incident/breach and remedial measures taken.</p>	

ATTACHMENT C

EEA STANDARD CONTRACTUAL CLAUSES

Transfer controller to processor

1. The parties agree upon and incorporate Module 2 of the standard contractual clauses for international data transfers as released by the European Commission on June 4, 2021 which are available in the European Union's website: [EU law - EUR-Lex \(europa.eu\)](https://european-courts.eu/eu-law-lex) (e.g., [EUR-Lex - 32021D0914 - EN - EUR-Lex \(europa.eu\)](https://eur-lex.europa.eu/lexuri-uri.do?uri=CELEX_32021D0914)), including:
 - a. the parties agree to Option 2 (GENERAL WRITTEN AUTHORISATION) for Clause 9(a) (Use of sub-processors); and
 - b. the parties agree to Option 2 for Clause 17 (Governing law) as follows:

These Clauses shall be governed by the law of the EU Member State in which the data exporter is established. Where such law does not allow for third-party beneficiary rights, they shall be governed by the law of another EU Member State that does allow for third-party beneficiary rights. The Parties agree that this shall be the law of Ireland.

ANNEX I of EEA STANDARD CONTRACTUAL CLAUSES

A. LIST OF PARTIES

Data exporter(s): *[Identity and contact details of the data exporter(s) and, where applicable, of its/their data protection officer and/or representative in the European Union]*

Please see list of data exporters and their address in DuPont's signature page.

Contact:

David B. Kahng
Chief Privacy Officer
Cell Phone Number: 302-256-2642
david.b.kahng@dupont.com

Chestnut Run Plaza 721 / 2208
974 Centre Road
Wilmington, DE 19805
USA

Data importer(s): *[Identity and contact details of the data importer(s), including any contact person with responsibility for data protection]* **[DUPONT BUYER TO ENSURE COMPLETED BY SUPPLIER]**

Name: [REDACTED]
Address: [REDACTED]
Contact person's name, position and contact details: [REDACTED]
Activities relevant to the data transferred under these Clauses: See Attachments A & B
Role (controller/processor): Processor

B. DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred:

Please see Attachment A of the Data Transfer Agreement.

Categories of personal data transferred:

Please see Attachment A of the Data Transfer Agreement.

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

Please see Attachment A of the Data Transfer Agreement.

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis):

Please see Attachment A of the Data Transfer Agreement.

Nature of the processing:

Please see Attachment A of the Data Transfer Agreement.

Purpose(s) of the data transfer and further processing:

[Note: DuPont Buyer to copy and insert answer from Row No. 4, Tab 3 of the Privacy Impact Assessment.] _____.

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period:

[Note: DuPont Buyer to copy and insert answer from Row No. 10, Tab 3 of the Privacy Impact Assessment.] _____.

Also, please see Data Transfer Agreement.

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing:

[Note: DuPont Buyer to copy and insert answer from Row No. 12, Tab 3 of the Privacy Impact Assessment.] _____.

C. COMPETENT SUPERVISORY AUTHORITY

Identify the competent supervisory authority/ies in accordance with Clause 13:

EEA: https://edpb.europa.eu/about-edpb/about-edpb/members_en

UK: <https://ico.org.uk/global/contact-us/>

Switzerland: <https://www.edoeb.admin.ch/edoeb/en/home/the-fdpic/contact.html>

In the future, this information may be revised.

ANNEX II of EEA STANDARD CONTRACTUAL CLAUSES

TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

- *Description of the technical and organisational measures implemented by the data importer(s) (including any relevant certifications) to ensure an appropriate level of security, taking into account the nature, scope, context and purpose of the processing, and the risks for the rights and freedoms of natural persons.*

Please see ATTACHMENT B (SUPPLEMENTAL MEASURES QUESTIONNAIRE)

- *Data importers must describe, (i) for transfers to (sub-) processors, the specific technical and organisational measures to be taken by the (sub-) processor to be able to provide assistance to the controller and, (ii) for transfers from a processor to a sub-processor, to the data exporter.*

Please see ATTACHMENT B (SUPPLEMENTAL MEASURES QUESTIONNAIRE)

ADDENDUM TO EEA STANDARD CONTRACTUAL CLAUSES

(UNITED KINGDOM)

1.1 **Part 1: Tables**

1.1.1 **Table 1: Parties**

Start date	The date signed by both parties below.	
The Parties	Exporter (who sends the Restricted Transfer)	Importer (who receives the Restricted Transfer)
Parties' details	As described in the signature page below.	As described in the signature page below.
Key Contact	As described in Annex I of the attached Addendum EU SCCs.	As described in Annex I of the attached Addendum EU SCCs.
Signature (if required for the purposes of Section 2)	Please see signature page below.	Please see signature page below.

1.1.2 **Table 2: Selected SCCs, Modules and Selected Clauses**

Addendum EU SCCs	The version of the Approved EU SCCs which this Addendum is appended to, detailed below, including the Appendix Information: Date: Effective as of the date signed by both parties below (Module 2: standard contractual clauses for the transfer of personal data to third countries – controller to processor)
-------------------------	--

1.1.3 **Table 3: Appendix Information**

“**Appendix Information**” means the information which must be provided for the selected modules as set out in the Appendix of the Approved EU SCCs (other than the Parties), and which for this Addendum is set out in:

Annex 1A: List of Parties:

Please see Annex I of the attached Addendum EU SCCs.

Annex 1B: Description of Transfer:

Please see Annex I of the attached Addendum EU SCCs.

Annex II: Technical and organisational measures including technical and organisational measures to ensure the security of the data:

Please see Annex II of the attached Addendum EU SCCs.

Annex III: List of Sub processors (Modules 2 and 3 only):

This Annex III is not applicable because Clause 9(a), Option 1 (specific authorisation of sub processors) of the attached Addendum EU SCCs was not selected.

1.1.4 Table 4: Ending this Addendum when the Approved Addendum Changes

Ending this Addendum when the Approved Addendum changes	Which Parties may end this Addendum as set out in Section 19: Importer Exporter neither Party
--	--

1.2 **Alternative Part 2 Mandatory Clauses:**

Mandatory Clauses	Part 2: Mandatory Clauses of the Approved Addendum, being the template Addendum B.1.0 issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as it is revised under Section 18 of those Mandatory Clauses.
--------------------------	---

(SWITZERLAND)

To the extent DuPont will transfer Personal Information which is subject to the Swiss Federal Act on Data Protection, the following provisions will apply to such transfer:

1. Regardless of the attached EEA Standard Contractual Clauses' Annex I.C under Clause 13, the supervisory authority shall be Switzerland's Federal Data Protection and Information Commissioner.
2. Regarding Clause 18(c) of the attached EEA Standard Contractual Clauses¹, the term "Member State" is interpreted to permit data subjects in Switzerland to bring legal proceedings in Switzerland in accordance with Clause 18(c).
3. Any references to the GDPR in the attached EEA Standard Contractual Clauses are to be understood as references to the Federal Act on Data Protection, including as may be amended.
4. The attached EEA Standard Contractual Clauses also apply to the Personal Information of legal entities until the revised Federal Act on Data Protection comes into effect. The revised Federal Act on Data Protection will apply only to Personal Information pertaining to natural persons so that this paragraph 4 will no longer apply when it comes into effect.

¹ ("A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of the Member State in which he/she has his/her habitual residence.")

ATTACHMENT D

ARGENTINA STANDARD CONTRACTUAL CLAUSES

(CONTROLLER TO PROCESSOR)

The parties agree upon and incorporate the following model clauses dated April 2024: [Argentina SCC](#)

The model clauses dated April 2024 are also available at DuPont’s Supplier Library at [Library | DuPont](#) and from the Argentina data protection authority’s website: [Normativa | Argentina.gob.ar](#)

By signing below, Supplier acknowledges that it has reviewed and will comply with the Argentina Standard Contractual Clauses.

En nombre del Importador de Datos/ On behalf of the Data Importer (Supplier):

Otros datos necesarios con vistas a la obligatoriedad del contrato (en caso de existir)/ Further information required for the purpose of the binding nature of the agreement (Optional):

.....

DUPONT BUYER TO ENSURE COMPLETED BY SUPPLIER

(Sello de la entidad) / (Seal of the entity) (i.e., legal entity name and may also include the company logo):

.....

Firma/ Signature: Please see signature in the Data Transfer Agreement.

ARGENTINA STANDARD CONTRACTUAL CLAUSES

En nombre del Exportador de Datos / On behalf of the Data Exporter (DuPont):

Empresa / DuPont Company:

DUPONT SPECIALTY PRODUCTS ARGENTINA S.R.L

CUIT (Tax ID): 30-71749869-7

Address: Av. del Libertador 498 - Piso 12º, Sector SUR, C1001ABR- Buenos Aires – Argentina

CHPM S.R.L

CUIT (Tax ID): 30-71538191-1

Address: Av. del Libertador 498 - Piso 12º C1001ABR- Buenos Aires – Argentina

Otros datos necesarios con vistas a la obligatoriedad del contrato (en caso de existir)/ Further information required for the purpose of the binding nature of the agreement (Optional):

.....
(Sello de la entidad) / (Seal of the entity) (i.e., legal entity name and may also include the company logo):

CHPM S.R.L

DUPONT SPECIALTY PRODUCTS ARGENTINA S.R.L



Firma/ Signature: Please see signature in the Data Transfer Agreement.