Honeywell’s Data Privacy Obligations for Suppliers Exhibit

Where Supplier acts as a processor on behalf of Honeywell, Supplier will, notwithstanding anything to the contrary elsewhere in the applicable purchase order or agreement (collectively “Agreement”):

i. process information relating to an identified or identifiable natural person (“Personal Data”) solely for the purpose of, and only to the extent necessary for, the performance of the Services under the Agreement and in accordance with the written instructions of Honeywell as set forth in the Agreement, this exhibit (including the “Data Processing Details” below) and any statement of work (unless Supplier is required by law to process Personal Data in a different manner, in which case Supplier shall notify Honeywell of the existence of that legal requirement before processing begins, unless such notification is prohibited by law) and for no other purpose.

ii. must not: (i) sell or disclose the Personal Data to any third party for the commercial benefit of Supplier or any third party; or (ii) retain, use, disclose or otherwise process the Personal Data outside of the direct business relationship between the parties. Supplier certifies that it understands and will comply with all restrictions placed on its processing of the Personal Data;

iii. provide reasonable assistance, information, and cooperation to Honeywell to ensure Honeywell’s compliance with its obligations under applicable data protection, privacy, breach notification, and data security laws (“Applicable Privacy Laws”), including with respect to requests from data protection authorities or responding to requests from individuals to exercise their rights relating to Personal Data about them. Supplier will not respond directly to any communications directly without Honeywell’s prior authorization unless legally compelled to do so;

iv. immediately inform Honeywell in writing if, in Supplier’s reasonable opinion, any of Honeywell’s instructions infringe Applicable Privacy Laws and explain the reasons for its opinion;

v. provide notice to Honeywell at HoneywellPrivacy@honeywell.com, within forty-eight (48) hours of discovery by Supplier or its subcontractors, of any event involving any actual, suspected, potential, or threatened compromise of the confidentiality, integrity, or availability of Personal Data and/or the networks, systems, or databases on which the Personal Data is stored, transmitted, or otherwise processed, including, but not limited to, any accidental, unlawful, or unauthorized disclosure, use, viewing, destruction, loss, alteration, or acquisition of, or access to, any Personal Data (“Security Breach”);

vi. respond promptly to all inquiries from Honeywell regarding Supplier’s processing of Personal Data, and, within one (1) business day of receipt, notify Honeywell at HoneywellPrivacy@honeywell.com of any inquiry received from an individual or a data protection authority or other government regulator regarding Supplier’s processing of Personal Data;

vii. implement and maintain, at its own cost and expense, appropriate technical and organizational measures in relation to its processing of Personal Data so as to ensure an appropriate level of security with respect to Personal Data processed by it;

viii. ensure that its employees and agents authorized to process Personal Data have committed themselves to confidentiality, or are under a statutory obligation of confidentiality;

ix. not disclose or otherwise make available Personal Data to any third party, unless: (x) the third party is a subcontractor processing Personal Data in connection with the performance of Supplier’s obligations under the Agreement; (y) Supplier has provided prior written notice to Honeywell of, and an opportunity for Honeywell to object to, the use of the subcontractor; and (z) Supplier has entered into a written contract with the subcontractor requiring the subcontractor to abide by terms materially equivalent to those set forth in the Agreement (including this exhibit) regarding the Processing and protection of Personal Data. Supplier shall be fully liable to Honeywell for the acts and omissions of Supplier’s subcontractors regarding the processing and protection of Personal Data;

x. not transfer Personal Data relating to individuals residing in the European Economic Area (“EEA”) or Switzerland to jurisdictions outside the EEA or Switzerland unless such steps have been taken by Supplier to ensure that each such transfer complies with Applicable Privacy Laws;

xi. provide to Honeywell all information necessary to demonstrate compliance with this exhibit including allowing for an audit or inspecting as Honeywell may reasonably require to satisfy itself that Supplier is complying with its obligations under this exhibit;

xii. upon reasonable notice provide information regarding the processing to enable Honeywell to carry out privacy impact assessments and/or prior consultations with data protection authorities;
xiii. indemnify Honeywell and its subsidiaries, affiliates, and agents, and their respective officers, directors, shareholders, and employees, and Honeywell’s customers (collectively "Indemnitees") from and against, and reimburse the Indemnitees for, any and all losses, costs, expenses, damages, liabilities, demands, claims, actions or proceedings suffered or incurred by any of the Indemnitees relating to, resulting from, or in connection with (x) any Security Breach and/or (y) Supplier’s or its subcontractors’ breach of any Applicable Privacy Laws or any of the terms and conditions or obligations relating to data protection, privacy, breach notification, data security, or Personal Data set out in the Agreement (including this exhibit);

xiv. upon the termination or expiration of the Agreement, at Supplier’s own cost and expense, securely destroy all Personal Data processed by Supplier and/or its subcontractors in connection with performance of the Services or, alternatively, upon Honeywell’s written request, return such Personal Data to Honeywell. Notwithstanding the foregoing, Supplier may retain Personal Data beyond the retention limits set forth in this exhibit to the extent such retention is required by applicable law, provided that, in such a case Supplier retains only that Personal Data needed to comply with that legal requirement, and continues to comply with all provisions of the Agreement (including this exhibit) regarding the processing and protection of such Personal Data for as long as Supplier retains Personal Data; and

xv. comply (and ensure that its subcontractors comply) with Applicable Privacy Laws at all times when performing the Services.

xvi. not charge Honeywell any separate or additional fee for its compliance with its foregoing obligations; the mutually agreed pricing shall include all associated cost of compliance with this exhibit.

The Parties agree that Honeywell’s affiliates from time to time shall receive the benefit of the Services and shall be permitted to enforce the provisions of this exhibit against Supplier without prejudice to Honeywell’s rights or remedies.

The following table describes Supplier’s processing of Personal Data in connection with the Services:

<table>
<thead>
<tr>
<th>Data Processing Details</th>
<th>Duration of processing: For the duration of the Agreement</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Personal Data transferred concern the following categories of individuals:</td>
<td>Honeywell and its subsidiaries and affiliates and their employees and contractors.</td>
</tr>
<tr>
<td>Name, employee identification number, and business contact information.</td>
<td></td>
</tr>
<tr>
<td>The Personal Data transferred will be subject to the following basic processing activities:</td>
<td>The Personal Data will be processed only for the purposes of performance of the Services under the Agreement</td>
</tr>
</tbody>
</table>

This data privacy exhibit is entered into by Honeywell for and on behalf of itself and each of its subsidiaries and affiliates, which list may be amended from time to time and made available upon request.

Capitalized terms used in this exhibit are defined in the place in which they are used. Capitalized terms that are used but not defined in this exhibit shall have the meanings given them in the Agreement.