



Honeywell's Data Privacy Obligations for Suppliers Exhibit

The Honeywell Data Privacy Obligations for Supplier's Exhibit ("**Data Privacy Exhibit**") forms part of the applicable purchase order or agreement (collectively "**Agreement**") between Honeywell and Supplier. In this Data Privacy Exhibit, the terms "Personal Data", "Data Subject", "Controller", "Processor" and "Processing" (and its derivatives) shall have the meanings set out in any Applicable Privacy Laws (defined below). If there is a conflict between the provisions of this Data Privacy Exhibit or the Agreement, this Data Privacy Exhibit shall prevail.

1. Obligations of the Supplier

Supplier undertakes to comply with the following obligations when Processing Personal Data as a Processor on behalf of Honeywell (or Honeywell's customer) as the Controller in the context of the provision of the Services. Supplier will:

- i. Process 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 Data Privacy 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 purposes;
- ii. must not: (a) sell or disclose the Personal Data to any third party for the commercial benefit of Supplier or any third party; or (b) 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 subprocessors, 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. Specifically, Supplier shall comply with the obligations and provisions set forth in the Honeywell's Security Terms and Conditions for Suppliers Exhibit attached to the Agreement and incorporated herein by reference;
- 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: (a) the third party is a subprocessor Processing Personal Data in connection with the performance of Supplier's obligations under the Agreement; (b) Supplier has provided prior written notice to Honeywell of, and an opportunity for Honeywell to

object to, the use of the subprocessor; and (c) Supplier has entered into a written contract with the subprocessor requiring the subprocessor to abide by terms materially equivalent to those set forth in the Agreement (including this Data Privacy Exhibit) regarding the Processing and protection of Personal Data. Supplier shall be fully liable to Honeywell for the acts and omissions of Supplier's subprocessors regarding the Processing and protection of Personal Data;

- x. will not transfer (and will not permit its subprocessors to transfer any Personal Data) unless the transfer is strictly necessary for the provision of the Services and Honeywell has given its prior written consent for such transfer. Where Honeywell authorizes the transfer of Personal Data, Supplier will ensure such transfer complies with Applicable Privacy Laws. If any Applicable Privacy Laws require appropriate safeguards for the transfer of Personal Data under the Agreement or this Data Privacy Exhibit to Supplier or its subprocessors, Supplier will comply with such data protection requirements;
- xi. provide to Honeywell all information necessary to demonstrate compliance with this Data Privacy 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 Data Privacy 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 (a) any Security Breach and/or (b) Supplier's or its subprocessors' 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 Data Privacy 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 subprocessors 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 Data Privacy 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 Data Privacy Exhibit) regarding the Processing and protection of such Personal Data for as long as Supplier retains Personal Data;
- xv. comply (and ensure that its subprocessors comply) with Applicable Privacy Laws at all times when performing the Services; and
- 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 Data Privacy Exhibit.

2. Obligations of the Parties

Both Parties undertake to comply with the following obligations when Processing Personal Data in the context of the provision of the Services:

- i. 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 Data Privacy Exhibit against Supplier without prejudice to Honeywell's rights or remedies;
- ii. For authorised transfers of Personal Data relating to individuals residing in the European Economic Area ("**EEA**") or Switzerland to jurisdictions outside the EEA or Switzerland, the Parties hereby acknowledge and agree that since the Services provided under the Agreement may entail international transfers of Personal Data to third countries which do not ensure an adequate level of data protection, the Standard Contractual Clauses for the transfer of Personal Data to Processors adopted by the European Commission ("**SCCs**"), located at https://ec.europa.eu/info/law/law-topic/data-protection/data-transfers-outside-eu/model-contracts-transfer-personal-data-third-countries_en, shall be deemed to have been signed by Honeywell, in the capacity of "data exporter", and by Supplier, in the capacity of "data importer"



(as those terms are defined in the SCCs), and that the SCCs are hereby incorporated into this Agreement in their entirety as if set out in full as an appendix to this Data Privacy Exhibit. The Parties acknowledge that the information required to be provided in the appendices to the SCCs is set out in "Data Processing Details" below and in Honeywell's Security Terms and Conditions for Suppliers Exhibit, as applicable. If there is a conflict between the provisions of this Data Privacy Exhibit or the Agreement and the SCCs, the SCCs shall prevail; and

- iii. Each party may Process certain Personal Data, such as name, position, address, telephone number, and e-mail address, relating to signatories, employees or other representatives engaged by the other party ("**Staff**") as independent Controllers for the purposes of managing the business relationship between the Parties and for the performance of the Agreement ("**Business Contact Details**"). Each party undertakes to comply with Applicable Privacy Laws when sharing Business Contact Details between them and to inform its own Staff (x) about the Processing of their Personal Data by the other party; and (y) that they may exercise their rights in respect of their Business Contact Details directly against the other party.

3. Details of the Processing

The following table describes Supplier's Processing of Personal Data in connection with the Services:

Data Processing Details	
Duration of Processing:	For the duration of the Agreement.
The Personal Data transferred concern the following categories of individuals:	The Data Subjects are Honeywell's employees, contractors, customers, customer's end users, partners, suppliers and other third parties relevant to the Services.
The Personal Data transferred concern the following categories of information:	Name, identification information, contact information such as email address, address, telephone number, invoice related information, account information, IT systems and operational information such as user name, IP address, personal online identifiers, user ID and password details, tracking information regarding patterns of software and internet usage, voice, video and data recordings and any other Personal Data submitted by Honeywell to Supplier as Honeywell's Processor.
The Personal Data transferred will be subject to the following basic Processing activities:	The Personal Data will be Processed only for the purposes of performance of the Services under the Agreement.

4. Miscellaneous

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