

Distributor Compliance and Data Privacy Attachment

COMPLIANCE WITH LAWS

- A. Distributor will comply with all laws, rules and regulations issued by any governmental entity having jurisdiction over it, including those dealing with the sale and distribution of the Products, and will undertake all necessary product registrations if any are required.
- B. Distributor shall have no understanding, written or verbal, that any payments are to be made or received:
 - i. which involve any illegal purpose, or
 - ii. whether legal or illegal, which involve government officials or employees, political candidates or parties or kickbacks or bribes.
- C. Documentation of all business transactions shall properly describe the pertinent events and such records must not be false, distorted or misleading. No undisclosed or unrecorded fund or asset shall be established for any purpose.
- D. Distributor shall determine whether it is required to become registered under the U.S. International Traffic in Arms Regulations, Part 129 – Registration and Licensing of Brokers with the U.S. Department of State, Office of Defense Trade Control and if required, shall become registered prior to rendering Distributor’s Services under this Agreement.
- E. Distributor shall comply with all applicable anti-bribery laws and regulations including but not limited to the United States Foreign Corrupt Practices Act (“FCPA”) and the United Kingdom Bribery Act of 2010. Distributor represent and warrant that they are currently in compliance with anti-corruption and anti-bribery laws and will remain so and that they will not authorize, offer or make payments, directly or indirectly, to any government authority that may result in a breach of FCPA or established restrictions or prohibitions. Distributor agrees to maintain accurate books and records to demonstrate compliance with the compliance requirements of this section. UOP, at its expense, may audit Distributor to determine compliance with such provisions upon no less than thirty (30) days’ advance written notice, and Distributor will provide reasonable assistance to UOP to complete such audit. Distributor’s failure to comply with this provision will be deemed a material breach of the Agreement. Distributor will not submit for the permitted activities any data subject to the Sanctions Laws.
- F. Distributor must obtain at its sole cost and expense all necessary import authorizations and any subsequent export or re-export license, or other approval required for the Distributor’s permitted activities and associated rights purchased, delivered, licensed or received from UOP. The Parties agree that technical information or technology (i.e., export-controlled information) subject to the Sanctions Laws shall not be disclosed, transferred or exported, including to any affiliate, foreign national employee, supplier, or sub-tier supplier, regardless of location, without valid export authorization or other written government approval.
- G. Distributor will notify UOP immediately in writing of actual or reasonably suspected violations of this section. UOP may suspend or terminate the Agreement or any Purchase Order (or part thereof) or take other actions reasonably necessary to ensure full compliance with all laws including the Sanctions Laws without UOP incurring any liability.

Export and Import Compliance.

Distributor will not distribute, resell, export or re-export any Products, technical data, Software,

plans, or specifications dealing with an Offerings (“Restricted Items”), or take any actions in relation to or in furtherance of this Agreement which are contrary to U.S. Department of State International Traffic in Arms Regulations (“ITAR”) or the U.S. Department of Commerce Export Administration Regulations (“EAR”) or any other applicable export control, import control, and economic sanction laws and regulations of any country or countries (collectively, “Export/Import Control Laws”). Distributor acknowledges that Export/Import Control Laws may control not only the sale, resale, export and re-export of Products but also the transfer of other Restricted Items. Distributor agrees that it will not sell, re-sell, export, re-export or otherwise transfer any of the Restricted Items in any form, either directly or indirectly, in violation of any Export/Import Control Laws. Further, Distributor shall take no action that would cause Honeywell to be in violation of any Export/Import Control Laws. Distributor further acknowledges that U.S. Export/Import Control Laws (ITAR and EAR) include prohibitions against selling any product to U.S. embargoed countries (currently, Cuba, Iran, North Korea, Syria, and Sudan); prohibitions against sales of ITAR product to any country with which the U.S. maintains an arms embargo; prohibitions against sale of certain EAR-controlled product for China military end-use; and other restrictions. Distributor will immediately notify Honeywell and cease activities with regard to the transaction in question if it knows or has a reasonable suspicion that any Restricted Items may be redirected to other countries in violation of Export/Import Control Laws. Honeywell will apply for United States Government export authorizations required for delivery of any goods, services or technical data under this Agreement. Distributor will promptly provide all information required by Honeywell to complete the authorization application. Distributor will apply for all other necessary import, export or re-export approvals.

Honeywell will not be liable to Distributor for any failure to provide any Offering or other Restricted Item as a result of government actions that impact Honeywell’s ability to perform, including:

- i. The failure to provide or the cancellation of export or re-export licenses;
- ii. Any subsequent interpretation of applicable import, transfer, export or re-export law or regulation after the date of any order or commitment that has a material adverse effect on Honeywell’s performance; or
- iii. Delays due to Distributor’s failure to follow applicable import, export, transfer, or re-export laws and regulations.

If Distributor designates the freight forwarder for export shipments from the United States, then Distributor's freight forwarder will export on Distributor's behalf and Distributor will be responsible for any failure of Distributor's freight forwarder to comply with all applicable export requirements. Honeywell will provide Distributor's designated freight forwarder with required commodity information.

U.S. REGULATIONS

UOP may decline to sell or ship any Products if in its judgment such shipment or sale may violate any U.S. or other country's law or regulation. Distributor acknowledges that United States law and related regulations may under certain circumstances forbid the export of Products (or associated technical data) sold or transferred to customers in the Territory, or elsewhere.

Distributor agrees that it will comply with such regulations, including providing customer information required by UOP to comply with applicable United States laws and regulations.

INTEGRITY AND COMPLIANCE

Distributor will have access to Honeywell's Code of Business Conduct (the "Code"). As of the date of execution of this Agreement, the Code is available at: <https://www.honeywell.com/who-we-are/integrity-and-compliance>. Distributor agrees to certify, upon entering into this Agreement and annually thereafter, that it has reviewed the Code and will comply with its terms and assist Honeywell in complying. Distributor further agrees to maintain an integrity and compliance program acceptable to Honeywell and effective in preventing and correcting ethical violations and in maintaining compliance with laws.

DATA PRIVACY

For purposes of this Agreement, (a) "Applicable Data Privacy Laws" means applicable data protection, privacy, breach notification, or data security laws or regulations; (b) "Data Controller" means a Party that alone or jointly with others, determines the purposes and means of the processing of Personal Data (as that term or similar variants may otherwise be defined in Applicable Data Privacy Laws); "Personal Data" means any information relating to an identified or identifiable natural person or as that term or similar variants may otherwise be defined in Applicable Data Privacy Laws. Personal Data includes (i) relationship data about individuals provided by one Party to the other to manage the relationship between the Parties, and (ii) personally identifiable usage data made available by the Buyer to UOP in relation to the subject matter of this Agreement for the purposes of providing, improving, or developing UOP's processes, products and services.

Each Party will process the Personal Data of the other as an independent Data Controller in accordance with Applicable Data Privacy Laws. Each Party represents that it has all rights and authorizations to transfer Personal Data to the other Party (including providing notice).

To the extent required by Applicable Data Privacy Laws, each Party agrees to be bound by the terms of the Standard Contractual Clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 (including the provisions in Module 1) and the UK's International Data Transfer Addendum to the EU Commission Standard Contractual Clauses made under s119A(i) of the UK's Data Protection Act 2018 ("Controller SCCs") in its capacity as "data exporter" or "data importer", as applicable, and as those terms are defined therein. The Controller SCCs will be deemed to have been signed by each Party and are hereby incorporated by reference into this Agreement in their entirety as if set out in full as an annex to this Agreement. The Parties acknowledge that the information required to be provided in the appendices to the Controller SCCs is set out at <https://www.honeywell.com/us/en/company/data-privacy>.

Each Party will implement appropriate technical and organizational measures to protect the Personal Data against any security breaches. If there is a conflict between this Agreement and the Controller SCCs, the Controller SCCs will prevail. Where applicable law requires changes to the Controller SCCs, those changes will be deemed to have been made without further action from the parties.

If UOP processes Personal Data on Buyer's behalf under this Agreement, Honeywell's Data Processing Agreement at <https://www.honeywell.com/us/en/company/data-privacy> will apply.

