**EXHIBIT DP**
**DATA PROTECTION**

The terms and conditions set forth in the below-listed Attachments shall apply to the protection of personal data for the European Economic Area (EEA) and for areas outside the EEA.

The words "Contractor", "Supplier", "Provider", "Vendor" and "Licensor" may be used interchangeably. The words "Purchaser", "Evaluator", "Buyer", "Subscriber", and "Licensee" may be used interchangeably. The obligations herein also apply to Principal Contractor, Principal Supplier and Principal Licensor in the same manner as they apply to Contractor, Supplier or Licensor.

**Attachment 1: Data Processing Agreement**

- **Section 1: Supplier is a data processor**
- **Section 2: Supplier is a data controller**
- **Section 3: Informational notice in relation to ExxonMobil's procurement activities**

**Appendix 1: Details of the Processing**

**Appendix 2: Supplier's security measures**

**Appendix 3: List of data exporters (Purchaser Affiliates located in EEA, UK, Switzerland and Argentina)**

**Attachment 2: Jurisdiction-specific data protection provisions**

In the event of a conflict, this Exhibit DP shall supersede and govern over any other terms in the Agreement with respect to protection of Personal Data, subject to the provisions in the Agreement with respect to the precedence of Exhibit F.

In regards to Personal Data subject to the Standard Contractual Clauses (as defined below in articles 1.8 and 2.3), if there is an inconsistency between the Standard Contractual Clauses and other provisions of Attachment 1, the Standard Contractual Clauses will prevail.

Attachment 2 will prevail over Attachment 1.

## ATTACHMENT 1 – DATA PROCESSING AGREEMENT

For purposes of this Data Processing Agreement, the term "Personal Data" means any information relating to an identified or identifiable natural person ("Data Subject") that is provided or made available to Supplier by Purchaser, its Affiliates, or their respective personnel, or is collected by Supplier for the purpose of providing the Services under this Agreement, a Subagreement, or any Order issued under this Agreement. The term "Process" or "Processing" means any operation which is performed on Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

## SECTION 1. SUPPLIER PROCESSES PERSONAL DATA AS A DATA PROCESSOR

1.1 Supplier Processes Personal Data on behalf and on instruction of Purchaser and Purchaser's Affiliates. The details of the Processing, is set out in Appendix 1.

1.2 With respect to Personal Data, Supplier shall:

(a) Process such information only in accordance with the terms of, and for the purposes expressly stated in, this Agreement, Subagreement, or an Order unless, and to the extent, that Purchaser or the Affiliate provides written instructions regarding additional purposes.

(b) inform Purchaser or the Affiliate immediately, and in any case before starting the Processing concerned, when Supplier believes that the terms of this Agreement, Subagreement, an Order or the subsequent instructions violate applicable data protection law;

(c) not disclose such information to any person or entity other than (i) its employees, (ii) its in-house contractors, or (iii) any subcontractor pre-approved by Purchaser or the Affiliate, without first obtaining Purchaser's or Affiliate's written approval as evidenced in Appendix 2 (table 1) of this Exhibit DP, unless required by law or valid legal or regulatory process as provided in paragraph (g) below.

(d) if Purchaser or an Affiliate approves in writing that Supplier may disclose the Personal Data in whole or in part to subprocessor(s), Supplier shall enter into written agreements with such subprocessor(s) that impose security obligations and restrictions on use and disclosure of Personal Data that are at least as robust and restrictive as the obligations accepted by Supplier under this Agreement.

(e) comply with applicable data protection law.

(f) not knowingly place Purchaser or Affiliates in breach of any requirements of law or other valid legal or regulatory process.

(g) notify Purchaser or the Affiliate promptly of any legally binding request (other than from Data Subjects) to Supplier for disclosure of the Personal Data, unless such notification is prohibited by law on grounds of public interest, and will consult with Purchaser in determining the appropriate response to such requests taking into account applicable data protection law.

(h) notify Purchaser or the Affiliate promptly, and in any event within 3 calendar days, of any request to Supplier by a Data Subject to access, update, amend, correct, share, delete or cease Processing his or her Personal Data.

(i) provide Purchaser or the Affiliate with its full co-operation and assistance in relation to:

(i) any request to have access to or obtain a copy of Personal Data, whether from a Data Subject, governmental authority, or otherwise;

(ii) any request by a Data Subject to access, update, amend, correct, share, delete or cease Processing his or her Personal Data.

1.3 Supplier shall:

(a) prior to Processing the Personal Data, develop, maintain and implement a comprehensive written information security program that complies with all applicable data protection laws. Supplier's information security program shall include appropriate administrative, technical, physical, organizational and operational safeguards and other security measures designed to (i) ensure the security and confidentiality of Personal Data; (ii) protect against any anticipated threats or hazards to the security and integrity of Personal Data; and (iii) protect against any actual or suspected unauthorized Processing, theft, loss, use, disclosure, damage or acquisition of or access to any Personal Data and all other unlawful forms of Processing (hereinafter "Data Security Incident"); Supplier shall take preventative measures to ensure that it is able to restore the availability of and access to Personal Data in a timely manner in the event of a Data Security Incident. Furthermore, Supplier will adopt a process for regularly testing, assessing and evaluating the effectiveness of the technical and organisational measures for ensuring the security of the Processing. A description of Supplier's security standards, or a reference to Supplier's security obligations under the Agreement, is contained in Appendix 2.

(b) upon Purchaser's request, Supplier shall assist Purchaser in carrying out an assessment of the impact of the Processing operations on the protection of Personal Data and in consultations with the relevant data protection authorities, where required.

(c) promptly, and in any event within 24 hours, inform Purchaser in writing of any Data Security Incident of which Supplier becomes aware. Such notice shall summarize in reasonable detail the effect on Purchaser or Affiliates, if known, of the Data Security Incident and the corrective action taken or to be taken by Supplier. Supplier shall promptly take all necessary and advisable corrective actions, and shall cooperate fully with Purchaser in all reasonable and lawful efforts to cease, mitigate and prevent the recurrence of such Data Security Incident. The content of any filings, communications, notices, press releases or reports related to any Data Security Incident involving Purchaser must be approved by Purchaser prior to any publication or communication thereof; and

(d) exercise the necessary and appropriate supervision over its relevant personnel to maintain appropriate privacy, confidentiality and security of Personal Data. Supplier shall ensure that persons authorised to Process the Personal Data have committed themselves in writing to Process the Personal Data solely as is strictly needed for the execution of this Agreement, Subagreement, or Order or are under an appropriate statutory, regulatory or other binding obligation of confidentiality. Supplier shall provide training, as appropriate, regarding the privacy, confidentiality and information security requirements set forth in this Agreement to relevant personnel who have access to Personal Data.

1.4 Supplier acknowledges that Personal Data is provided or made available to Supplier for the purpose of enabling Supplier to perform the Services, and under no circumstances will Personal Data become the property of Supplier or be Processed for any purpose other than providing the Services.

1.5 Supplier further agrees and undertakes to promptly upon the expiration or earlier termination of the Agreement, or such earlier time as Purchaser or Affiliate requests: (i) return to Purchaser or its Affiliate, or (ii) securely destroy or render unreadable or undecipherable if return is not reasonably feasible or desirable to Purchaser or Affiliate (which decision shall be based solely on Purchaser's or Affiliate's written statement), each and every original and copy in every media of all Personal Data in Supplier's possession, custody or control, unless storage by Supplier is required by applicable law. Where such storage is required by applicable law, Supplier will inform Purchaser or Affiliate of those requirements. The provisions of this Exhibit DP will continue to apply to the Personal Data concerned, and Supplier shall only Process the Personal Data to meet its legal obligations.

1.6 Supplier shall allow Purchaser and its Affiliates to audit Supplier's compliance with this Exhibit DP. Such audit shall take place in accordance with the audit provision(s) in the Agreement, Subagreement, or Order.

1.7 Supplier agrees to indemnify and hold harmless Purchaser and Affiliates and their respective officers, employees, directors, supervisors and agents from, and at Purchaser's or an Affiliate's option, defend against, any and all claims, losses, liabilities, costs and expenses, including third-party claims, reasonable attorneys' fees, consultants' fees and court costs (collectively, "Claims"), to the extent that such Claims arise from, or may be in any way attributable to (i) any violation of the terms of this Exhibit DP; (ii) the negligence, gross negligence, bad faith, or intentional or willful misconduct of Supplier or its employees or in house contractors in connection with obligations set forth in this Exhibit DP; (iii) actions of any subprocessor(s) providing Processing services in connection with or relating to Supplier's performance under this Agreement; or (iv) any Data Security Incident involving Personal Data in Supplier's possession, custody or control, or for which Supplier is otherwise responsible. Notwithstanding any other provision to the contrary in the Agreement, Subagreement or Order, Supplier's liability under this provision shall not be limited.

1.8 **International transfers of Personal Data outside of the EEA, UK, Switzerland and Argentina**

(a) **Transfers outside of EEA.** The Parties agree that the provisions in the Standard Contractual Clauses pursuant to the European Commission Decision of 5 February 2010 on standard contractual clauses for the transfer of personal data to processors established in third countries under Directive 95/46/EC (as published on the EU's webpage, currently: https://eur-lex.europa.eu/legal-content/en/TXT/?uri=CELEX%3A32010D0087), and as amended or replaced from time to time (without the illustrative indemnification clause provided therein) (hereinafter: "Controller-to-Processor Clauses" or "C-2-P Clauses"), shall apply and are incorporated by reference in this Agreement, Subagreement or Order issued under the Agreement or Subagreement, to the extent that (i.) Personal Data is transferred from the EEA to Supplier, Supplier's Affiliates or subprocessors in a country outside the EEA, and (ii.) such country is not recognized by the European Commission as providing an adequate level of protection for personal data in accordance with Article 45 GDPR, and (iii.) the transfer is not covered by Supplier's Binding Corporate Rules or an alternative recognized compliance standard for the lawful transfer of the Personal Data outside the EEA in accordance with Article 46-47 GDPR.

When the C-2-P Clauses apply with regard to Personal Data transferred outside the EEA, the references in the C-2-P Clauses to:

- "Directive 95/46/EC", and to the respective provisions of such Directive, shall mean a reference to the General Data Protection Regulation (EU) 2016/679 (GDPR) and the corresponding provisions in the GDPR;

- "law of the Member State" in clause 9 and clause 11(3) shall mean the law of the jurisdiction in which the relevant Purchaser Affiliate that is the data exporter, is located.

The Appendix 1 and 2 to this Exhibit DP correspond to the Appendix 1 and 2 of the C-2-P Clauses.

(b) **Transfers outside of UK, Switzerland, Argentina.** The Parties agree that the C-2-P Clauses shall apply and are incorporated by reference in this Agreement, Subagreement or Order issued under the Agreement or Subagreement, to the extent that (i.) Personal Data is transferred from the UK, Switzerland or Argentina to Supplier, Supplier's Affiliates or subprocessors in a country outside the UK, Switzerland or Argentina, and (ii.) such country is not recognized by the relevant authorities of UK, Switzerland or Argentina respectively as providing an adequate level of protection for personal data, and (iii.) the transfer is not covered by Supplier's Binding Corporate Rules or an alternative recognised compliance standard for the lawful transfer of personal data outside the UK, Switzerland and Argentina.

When the C-2-P Clauses apply with regard to Personal Data transferred outside the UK, Switzerland or Argentina, the references in the C-2-P Clauses to:

- 'Member State" are replaced by "State" or "Jurisdiction";

- "Directive 95/46/EC", and to the respective provisions of such Directive, are replaced by

(a) with regard to Argentina: "Law N° 25.326 and complementary regulations (as may be replaced, supplemented or amended from time to time)", and the corresponding provisions therein;

(b) with regard to Switzerland: "Federal data protection law (LPD) dated 19 June 1992 and the executive Ordinance (OLPD) dated 14 June 1993 (as may be replaced, supplemented or amended from time to time)", and the corresponding provisions therein;

(c) with regard to UK: "the GDPR, and the Data Protection Act 2018 (as may be replaced, supplemented or amended from time to time)", and the corresponding provisions therein.

- 'European Economic Area" and "EEA" by "Argentina", "Switzerland" and "UK" respectively.

(c) **Parties to the C-2-P Clauses.** The Purchaser Affiliate(s) located in the EEA, UK, Switzerland or Argentina listed in Appendix 3 that is exporting Personal Data, directly or indirectly, to Supplier, Supplier's Affiliate(s) or subprocessor(s) outside EEA, UK, Switzerland or Argentina is the "data exporter(s)" under the C-2-P Clauses and shall comply with each of the obligations of a data exporter as if its signature were set out on the C-2-P Clauses themselves.

To the extent that the data exporter is a signatory party to the Agreement, Subagreement or Order, the C-2-P Clauses shall apply to such data exporter by virtue of its execution of such Agreement, Subagreement or Order.

If and to the extent that the data exporter is not a signatory party to the Agreement, Subagreement or Order, Purchaser procures that (i.) the data exporter will be bound by and comply with each of the obligations of a data exporter under the C-2-P Clauses, (ii.) solely Purchaser shall be entitled to bring a claim against Supplier and Supplier's Affiliates in relation to Exhibit DP, whether on its own or on behalf of the data exporter(s), (iii.) Purchaser holds harmless Supplier and Supplier's Affiliates against any claim brought by data exporter(s) directly against Supplier or Supplier's Affiliates in relation to Exhibit DP, (iv.) any claim in relation to Exhibit DP shall be subject to the relevant terms, including any limitations applicable to Purchaser and Purchaser Affiliates, of the Agreement, Subagreement or Order (including this Exhibit DP), and (v.) documented instructions in connection with the Exhibit DP will be given to Supplier solely through Purchaser.

Supplier and, where applicable, Supplier's Affiliate(s) who are a signatory party to the Agreement, Subagreement or Order, shall be the "data importer" under the C-2-P Clauses and shall be bound by and comply with each of the obligations of a data importer as if its signature as data importer were set out on the C-2-P Clauses themselves.

(d) **Privacy Shield.** Supplier represents that it is Privacy Shield certified, that it will remain Privacy Shield certified for as long as it Processes Personal Data, and that the Personal Data falls within the data elements for which Supplier is Privacy Shield certified. Supplier shall promptly notify Purchaser of events which may cause the transfer of Personal Data to Supplier to fall outside Supplier's Privacy Shield certification.

1.9 This Exhibit DP is for the benefit of Affiliates of Purchaser which use the Services of Supplier, and subject to the provisions of section 1.8 (c) above, may be enforced by such Affiliates against Supplier.

## SECTION 2. SUPPLIER PROCESSES PERSONAL DATA AS A DATA CONTROLLER

2.1 The Parties acknowledge that in the context of the Services, Supplier determines the purposes and means of Processing of certain types of Personal Data, in particular but not limited to business contact details of Purchaser's and Purchaser Affiliates' personnel and contractors in order to allow Supplier to administer and perform the Agreement, Subagreement or Order, and, where applicable, system access credentials of Purchaser's and Purchaser's Affiliates personnel and contractors in order to ensure secure access to Supplier's network and systems. When Processing Personal Data in this manner, Supplier is a data controller of such Personal Data. Depending on the Services, Supplier may process other types of Personal Data in a capacity of a data controller. When Supplier Processes certain types of Personal Data in a capacity of a data controller, Supplier shall Process such Personal Data in accordance with the provisions of this section 2. The parties acknowledge that when both Parties Process Personal Data in a capacity as a data controller, they Process such Personal Data as independent controllers, not joint controllers.

2.2 Supplier shall:

(a) Process Personal Data solely for the purpose of allowing Supplier to provide the Services,

(b) Process the Personal Data in compliance with applicable data protection laws relative to data controllers. Supplier shall ensure, amongst others that all necessary informational notices are provided and consents are obtained to

enable Supplier (and any subprocessor of Supplier) to Process the Personal Data when providing the Services.

(c) not knowingly place Purchaser or Affiliates in breach of any requirements of law or other valid legal or regulatory process.

(d) prior to Processing the Personal Data, develop, maintain and implement a comprehensive written information security program. Supplier's information security program shall include appropriate administrative, technical, physical, organizational and operational safeguards and other security measures designed to (i) ensure the security and confidentiality of Personal Data; (ii) protect against any anticipated threats or hazards to the security and integrity of Personal Data; and (iii) protect against any actual or suspected unauthorized Processing, theft, loss, use, disclosure, damage or acquisition of or access to any Personal Data and all other unlawful forms of Processing (hereinafter "Data Security Incident");

(e) inform Purchaser in writing of any Data Security Incident of which Supplier becomes aware. Such notice shall summarize in reasonable detail the effect on Purchaser or Affiliates, if known, of the Data Security Incident and the corrective action taken or to be taken by Supplier. Supplier shall promptly take all necessary and advisable corrective actions, and shall cooperate fully with Purchaser in all reasonable and lawful efforts to cease, mitigate and prevent the recurrence of such Data Security Incident. If Purchaser so requests, and to the extent permitted by applicable law, the content of any filings, communications, notices, press releases or reports related to any Data Security Incident involving Purchaser, must be approved by Purchaser prior to any publication or communication thereof.

2.3 **International transfers of Personal Data outside of the EEA, UK, Switzerland and Argentina**

(a) **Transfers outside of EEA.** The Parties agree that the provisions in the Standard Contractual Clauses pursuant to the European Commission Decision 2004/915/EC of 27 December 2004 on standard contractual clauses for the transfer of personal data to controllers established in third countries under Directive 95/46/EC (as published on the EU's webpage, currently: https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A32004D0915), and as amended or replaced from time to time (without the illustrative commercial clauses provided therein) (hereinafter: "Controller-to-Controller Clauses" or "C-2-C Clauses"), shall apply and are incorporated by reference in this Agreement, Subagreement or Order issued under the Agreement or Subagreement, to the extent that (i.) Personal Data is transferred from the EEA to Supplier, Supplier's Affiliates or subprocessors in a country outside the EEA, and (ii.) such country is not recognized by the European Commission as providing an adequate level of protection for personal data in accordance with Article 45 GDPR, and (iii.) the transfer is not covered by Supplier's Binding Corporate Rules or an alternative recognized compliance standard for the lawful transfer of the Personal Data outside the EEA in accordance with Article 46-47 GDPR.

When the C-2-C Clauses apply with regard to Personal Data transferred outside the EEA, the references in the C-2-C Clauses to "Directive 95/46/EC", and to the respective provisions of such Directive, shall mean a reference to the General Data Protection Regulation (EU) 2016/679 (GDPR) and the corresponding provisions in the GDPR.

Data Importer confirms that, for the purpose of clause 2.h) of the C-2-C Clauses, data importer will process the personal data in accordance with the data processing principles set forth in the Annex A to the C-2-C Clauses.

The Appendix 1 to this Exhibit DP correspond to the Appendix 1 of the C-2-C Clauses.

(b) **Transfers outside of UK, Switzerland, Argentina.** The Parties agree that the C-2-C Clauses shall apply and are incorporated by reference in this Agreement, Subagreement or Order issued under the Agreement or Subagreement, to the extent that (i.) Personal Data is transferred from the UK, Switzerland or Argentina to Supplier, Supplier's Affiliates or subprocessors in a country outside the UK, Switzerland or Argentina, and (ii.) such country is not recognized by the relevant authorities of UK, Switzerland or Argentina respectively as providing an adequate level of protection for personal data, and (iii.) the transfer is not covered by Supplier's Binding Corporate Rules or an alternative recognised compliance standard for the lawful transfer of personal data outside the UK, Switzerland and Argentina.

When the C-2-C Clauses apply with regard to Personal Data transferred outside the UK, Switzerland or Argentina, the references in the C-2-C Clauses to:

- 'Member State" are replaced by "State" or "Jurisdiction";

- "Directive 95/46/EC", and to the respective provisions of such Directive, are replaced by

(a) with regard to Argentina: "Law N° 25.326 and complementary regulations (as may be replaced, supplemented or amended from time to time)", and the corresponding provisions therein;

(b) with regard to Switzerland: "Federal data protection law (LPD) dated 19 June 1992 and the executive Ordinance (OLPD) dated 14 June 1993 (as may be replaced, supplemented or amended from time to time)", and the corresponding provisions therein;

(c) with regard to UK: "the GDPR, and the Data Protection Act 2018 (as may be replaced, supplemented or amended from time to time)", and the corresponding provisions therein.

- 'European Economic Area" and "EEA" by "Argentina", "Switzerland" and "UK" respectively.

Data Importer confirms that, for the purpose of clause 2.h) of the C-2-C Clauses, data importer will process the personal data in accordance with the data processing principles set forth in the Annex A to the C-2-C Clauses.

(c) **Parties to the C-2-C Clauses.** The Purchaser Affiliate(s) located in the EEA, UK, Switzerland or Argentina listed in Appendix 3 that is exporting Personal Data, directly or indirectly, to Supplier, Supplier's Affiliate(s) or subprocessor(s) outside EEA, UK, Switzerland or Argentina is the "data exporter(s)" under the C-2-C Clauses and shall comply with each of the obligations of a data exporter as if its signature were set out on the C-2-C Clauses themselves.

To the extent that the data exporter is a signatory party to the Agreement, Subagreement or Order, the C-2-C Clauses shall apply to such data exporter by virtue of its execution of such Agreement, Subagreement or Order.

If and to the extent that the data exporter is not a signatory party to the Agreement, Subagreement or Order, Purchaser procures that (i.) the data exporter will be bound by and comply with each of the obligations of a data exporter under the C-2-C Clauses, (ii.) solely Purchaser shall be entitled to bring a claim against Supplier and

Supplier's Affiliates in relation to Exhibit DP, whether on its own or on behalf of the data exporter(s), (iii.) Purchaser holds harmless Supplier and Supplier's Affiliates against any claim brought by data exporter(s) directly against Supplier or Supplier's Affiliates in relation to Exhibit DP, (iv.) any claim in relation to Exhibit DP shall be subject to the relevant terms, including any limitations applicable to Purchaser and Purchaser Affiliates, of the Agreement, Subagreement or Order (including this Exhibit DP), and (v.) documented instructions in connection with the Exhibit DP will be given to Supplier solely through Purchaser.

Supplier and, where applicable, Supplier's Affiliate(s) who are a signatory party to the Agreement, Subagreement or Order, shall be the "data importer" under the C-2-C Clauses and shall be bound by and comply with each of the obligations of a data importer as if its signature as data importer were set out on the C-2-C Clauses themselves.

(d) **Privacy Shield.** Supplier represents that it is Privacy Shield certified, that it will remain Privacy Shield certified for as long as it Processes Personal Data, and that the Personal Data falls within the data elements for which Supplier is Privacy Shield certified. Supplier shall promptly notify Purchaser of events which may cause the transfer of Personal Data to Supplier to fall outside Supplier's Privacy Shield certification.

2.4 This Exhibit DP is for the benefit of Affiliates of Purchaser which use the Services of Supplier, and subject to the provisions of section 2.3 (c) above, may be enforced by such Affiliates against Supplier.

**SECTION 3. Informational notice in relation to ExxonMobil's procurement activities**

ExxonMobil Processes Personal Data, including Personal Data received from Supplier and its representatives, in accordance with ExxonMobil's privacy policy and applicable law. The privacy policy for ExxonMobil's Procurement activities can be found here:

Privacy Notice (global): https://corporate.exxonmobil.com/global-legal-pages/privacy-policy_global_procurement

Privacy Notice (EEA): https://corporate.exxonmobil.com/global-legal-pages/privacy-policy_eu_procurement

Supplier shall bring the ExxonMobil privacy policy to the attention of Supplier's employees/(sub)contractors and, if required by applicable law, shall obtain from them their consent to Purchaser and its Affiliates Processing their Personal Data in accordance with the privacy policy.

**Table 1 - Supplier is Data Processor**

| | |
|---|---|
| Type(s) of Personal Data | Name, position and other business contact details<br>[xxxxx] |
| Special categories of data | [xxxxx] |
| Categories of Data Subjects | ExxonMobil employees and contractors and any other Data Subjects as necessary for Supplier to perform the Services<br>[xxxxx] |
| Nature of the Processing (Processing operations or Processing activities) | Compute, storage and such other operations as necessary for Supplier to perform the Services for Purchaser as described in the Agreement, Subagreement or Order<br>[xxxxx] |
| Purpose of the Processing | Supplier will Process Personal Data for the purpose of providing the Services described in the Agreement, Subagreement or Order, and as instructed by Purchaser from time to time.<br>[xxxxx] |
| Duration of the Processing | Supplier will Process the Personal Data for the duration of the Agreement, Subagreement or Order, and will delete or return the Personal Data in accordance with article 1.5 of Exhibit DP.<br>[xxxxx] |
| Country/ies where Personal Data is transferred to, whether or not involving Subprocessors [to be completed by the supplier] | [country/ies]<br><br>In the event Subprocessors are involved:<br><br>[Subprocessor name] and [country/ies]<br>[Subprocessor name] and [country/ies] |

**Table 2 -Supplier is Data Controller**

| | |
|---|---|
| Type(s) of Personal Data | Name, position and other business contact details<br>[Log-on credentials] |
| Special categories of data | [xxxx] |
| Categories of Data Subjects | ExxonMobil employees and contractors and any other Data Subjects as necessary for Supplier to perform the Services<br>[xxxx] |
| Purposes of the transfer | Supplier will Process Personal Data as necessary to administer and execute the Agreement, Subagreement or Order. |
| Recipients | Supplier's, Supplier's affiliates and Supplier's subprocessors' personnel with a need to know the Personal Data, in accordance with confidentiality provisions, as applicable.<br>[xxx] |
| Contact Point for data protection enquiries [to be completed by the supplier] | Data exporter(s): data.privacy.office@exxonmobil.com<br>Data importer(s): [xxxxx] |

**APPENDIX 2 – SUPPLIER'S SECURITY MEASURES**

**Description of the technical and organisational security measures implemented by Supplier, or a reference to Supplier's security obligations set forth in the Agreement, Subagreement or Order.**

**Attach Supplier's summary/description of its technical and organisational security measures, if available.**

| |
|---|
| **Exhibit W** |
| **[XXX]** |

**Appendix 3 – Data exporters under the Controller-to-Processor Clauses and Controller-to-Controller Clauses (Purchaser Affiliates located in EEA, UK, Switzerland and Argentina)**

| **Country** | **Affiliate** |
|---|---|
| Argentina | ExxonMobil Business Support Center Argentina S.R.L. Juana Manso 295, 2nd. Floor, Ciudad de Buenos Aires, Argentina |
| Argentina | ExxonMobil Exploration Argentina S.R.L, Juana Manso 295, 2nd. Floor, Ciudad de Buenos Aires, Argentina |
| Argentina | Mobil Argentina S.A, Juana Manso 295, 2nd. Floor, Ciudad de Buenos Aires, Argentina |
| Belgium | ExxonMobil Chemical Europe Inc, Belgian Branch Hermeslaan 2, B-1831 Machelen, Belgium |
| Belgium | ExxonMobil Petroleum and Chemical BV Polderdijkweg, B-2030 Antwerp, Belgium |
| Belgium | ExxonMobil Trading Servics BVBA, Hermeslaan 2, B-1831 Machelen, Belgium |
| Belgium | ExxonMobil OFP, Hermeslaan 2, B-1831 Machelen, Belgium |
| Cyprus | ExxonMobil Cyprus Ltd.: 6 Ayios Procopios Street, Nicosia, 1506, Cyprus |
| Czechia | ExxonMobil Business Support Center Czechia s.r.o: Vinohradska 2828/151, Praha 3, 130 00, Czech Republic |
| Finland | ExxonMobil Finland OY AB: Satamatie 10, 21100 Naantali, Finland |
| France | Esso SAF: 5/6 Place de l'Iris, 92400, Courbevoie, France |
| France | Esso Raffinage SAS: 5/6 Place de l'Iris, 92400, Courbevoie, France |
| France | ExxonMobil Chemical France: 5/6 Place de l'Iris, 92400, Courbevoie, France |
| France | WOREX S.N.C.: 66 route de Sartrouville, Parc les Erables III, 78230, Le Pecq, France |
| Germany | EM Central Europe Holding GmbH: Caffamacherreihe 5, 20355, Hamburg, Germany |
| Germany | Esso Deutschland GmbH: Caffamacherreihe 5, 20355, Hamburg, Germany |
| Germany | Esso Vertriebsgesellschaft GmbH: Caffamacherreihe 5, 20355, Hamburg, Germany |
| Germany | ExxonMobil Gas Marketing Deutschland GmbH Caffamacherreihe: 5, 20355, Hamburg, Germany |
| Germany | ExxonMobil Production Deutschland GmbH: 12 Riethorst, 30659, Hannover, Germany |
| Greece | Mobil Oil Hellas A.E. - Petroleum company 5: Aitolikou Street, 18545 Piraeus, Greece |
| Hungary | ExxonMobil Business Support Center Hungary Ltd. Vaci ut 81-85, Budapest, H 1139, Hungary |
| Italy | Esso Italiana: Viale Castello Della Magliana, 25, 00148, Rome , Italy |
| Italy | S.A.R.P.O.M. S.r.l. Raffineria Padana Oli Minerali: Via Vigevano, 43 28069 San Martino di Trecate (NO) - ITALY |
| Luxemburg | Esso Luxembourg SARL: 20, Rue De l'Industrie, Bertrange, 8069, Luxembourg |
| Netherlands | ExxonMobil Chemical Holland B.V.: 75 Graaf Engelbertlaan, 4837 DS, Breda, Netherlands |
| Netherlands | Esso Nederland B.V.: 75 Graaf Engelbertlaan, 4837 DS, Breda, Netherlands |
| Netherlands | ExxonMobil Financial Services B.V.: 75 Graaf Engelbertlaan, 4837 DS, Breda, Netherlands |
| Norway | ExxonMobil Exploration and Production Norway AS: Vestre Svanholmen 24, N-4313 Sandnes, Norway |
| Norway | ExxonMobil Nordic AS: Drammensveien 149, N-0277, Oslo, Norway |

The above list of data exporters may be updated as appropriate from time to time by Purchaser, by written notice to Supplier.

**Attachment 2 - Jurisdiction-specific data protection provisions**

**United States – California**

If this Exhibit DP is attached to an Agreement, Subagreement or an Order where Purchaser is acting as a "business" subject to Cal. Civ. Code § 1798.100 et seq., the California Consumer Privacy Act of 2018 ("CCPA"), with respect to the processing of Personal Data (as defined below), then the following clauses shall apply.

1. Interpretation and definitions

1.1 The rights and obligations set forth in this "United States - California" section shall be additional to those set forth in the Agreement and Exhibit DP and shall under no circumstance lower the level of data protection stipulated under the Agreement and Exhibit DP, a Subagreement, or any Order issued under this Agreement.

1.2 "Personal Data" means (notwithstanding any other definition to the contrary anywhere else in this Exhibit DP) information relating to, describing, reasonably capable of being associated with, or reasonably linkable, directly or indirectly, to an identified or identifiable natural person, where 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. Personal Data also includes information relating to or describing an identified or identifiable household.

2. Additional Obligations of Supplier in Section 1 of Attachment 1 (where applicable)

2.1 With respect to the Processing of Personal Data Supplier shall act as a "service provider," as that term is defined in the CCPA.

2.2 Supplier shall not retain, use or disclose Personal Data for any purpose other than for the specific purpose(s) set out in the Agreement and Exhibit DP or as otherwise permitted by applicable data protection law.

**Malaysia**

Contractor as the employer of its personnel confirms that in accordance with applicable data protection laws, it has given proper notification and obtained appropriate signed consents from its personnel providing Services to Buyer under the Order entitling it to:

(i) transfer to Buyer any personal data of such personnel in the course of the performance of the Work or upon Buyer's request; and

(ii) for Buyer to obtain any further personal data from the personnel during the performance of the Work,

for Buyer's legitimate business purposes, or pursuant to a contractual or regulatory requirement which Buyer has to comply with.

**Singapore**

If this Exhibit DP is attached to an Agreement, Subagreement or an Order entered into by Supplier and ExxonMobil Asia Pacific Pte Ltd or any other ExxonMobil Affiliate established in Singapore, then following clauses shall apply.

1. Interpretation and definitions

1.1. The rights and obligations set forth in this "Singapore" section shall be additional to those set forth in this Agreement and shall under no circumstance lower the level of data protection stipulated under this Agreement, a Subagreement, or any Order issued under this Agreement.

1.2. Within this "Singapore" section, the following terms shall, unless the context otherwise requires, have the following meanings, and if any capitalised terms are used in this "Singapore" section are not defined therein, they shall have the meanings set out in the Attachment 1.

1.3. "Personal Data" means (notwithstanding any other definition to the contrary anywhere else in this Exhibit DP) any information relating to a Data Subject as defined in and/or is otherwise subject to applicable data protection law that is provided or made available to Supplier by Purchaser, its Affiliates, or their respective personnel, or is collected by Supplier on behalf of Purchaser or Affiliates for the purpose of providing the Services under this Agreement, a Subagreement, or any Order issued under this Agreement.

1.4. "Specified Countries and Territories" shall mean Singapore, any country specified in Appendix 1 of Attachment 1 and any other country to which personal data may be transferred by Supplier in the performance of the Services which has been approved in writing by the Purchaser (in its sole and absolute discretion).

2. Additional Obligations of Supplier in Section 1 of Attachment 1 (where applicable)

2.1. In respect of any transfer of Personal Data out of Singapore by Supplier, Supplier agrees that in addition to its obligations under Section 1 of Attachment 1:

2.1.1. it shall not transfer any Personal Data from Singapore to any other jurisdiction save for the Specified Countries and Territories;

2.1.2. not retain any Personal Data (or any documents or records containing Personal Data, electronic or otherwise), for any period of time longer than is necessary for the purposes of this Agreement or the relevant Subagreement or Order issued under this Agreement;

2.1.3. it will ensure that all Personal Data in its possession or control is stored or recorded accurately and completely;

2.1.4. it will have in place internal procedures and processes with regards to its collection, use, disclosure and processing of Personal Data which are in compliance with any applicable data protection laws (including the Personal Data Protection Act 2012 (No. 26 of 2012) of Singapore);

2.1.5. it will ensure that there is no act or omission by Supplier and/or any of its personnel (including any subcontractors and each of their personnel) that causes Supplier to be in breach of any applicable data protection laws (including the Personal Data Protection Act 2012 (No. 26 of 2012) of Singapore);

2.1.6. it must immediately notify Purchaser or Affiliate if Supplier becomes aware of a breach of its obligations under this Exhibit DP; and

2.1.7. any act, omission or negligence of Supplier or its personnel (including any subcontractors and each of their personnel) that causes or results in Purchaser's or any Affiliate's breach of any applicable data protection laws (including the Personal Data Protection Act 2012 (No. 26 of 2012) of Singapore) shall constitute a breach of Supplier's obligations under this Agreement or the relevant Subagreement or Order issued under this Agreement and paragraph 1.7 of section 1 of Attachment 1 shall apply.

3. Additional Obligations of Supplier in section 2. of Attachment 1 (where applicable)

3.1. In respect of any transfer of Personal Data out of Singapore by Supplier, Supplier agrees that in addition to its obligations under section 2 of Attachment 1:

3.1.1. it shall not transfer any Personal Data from Singapore to any other jurisdiction save for the Specified Countries and Territories;

3.1.2. not retain any Personal Data (or any documents or records containing Personal Data, electronic or otherwise), for any period of time longer than is necessary for the purposes of this Agreement or the relevant Subagreement or Order issued under this Agreement;

3.1.3. it will ensure that all Personal Data in its possession or control is stored or recorded accurately and completely;

3.1.4. it will have in place internal procedures and processes with regards to its collection, use, disclosure and processing of Personal Data which are in compliance with any applicable data protection laws (including the Personal Data Protection Act 2012 (No. 26 of 2012) of Singapore);

3.1.5. it will notify Purchaser or the Affiliate promptly, and in any event within 3 calendar days, of any request to Supplier by a Data Subject to access, update, amend, correct, share, delete or cease Processing his or her Personal Data;

3.1.6. it will provide Purchaser or the Affiliate with its full co-operation and assistance in relation to:

(i) any request to have access to or obtain a copy of Personal Data, whether from a Data Subject, governmental authority, or otherwise;

(ii) any request by a Data Subject to access, update, amend, correct, share, delete or cease Processing his or her Personal Data;

3.1.7. it will ensure that there is no act or omission by Supplier and/or any of its personnel (including any subcontractors and each of their personnel) that causes Supplier to be in breach of any applicable data protection laws (including the Personal Data Protection Act 2012 (No. 26 of 2012) of Singapore);

3.1.8. it must immediately notify Purchaser or Affiliate if Supplier becomes aware of a breach of its obligations under this Exhibit DP; and

3.1.9. any act, omission or negligence of Supplier or its personnel (including any subcontractors and each of their personnel) that causes or results in Purchaser's or any Affiliate's breach of any applicable data protection laws (including the Personal Data Protection Act 2012 (No. 26 of 2012) of Singapore) shall constitute a breach of Supplier's obligations under this Agreement or the relevant Subagreement or Order issued under this Agreement.