



LOCKHEED MARTIN

DATA PROTECTION ADDENDUM

PROVISIONS FOR DATA PROCESSING SUBCONTRACTS/PURCHASE ORDERS SUBJECT TO THE GENERAL DATA PROTECTION REGULATIONS AND/OR OTHER APPLICABLE DATA PROTECTION LEGISLATION

1. Definitions

"**Applicable Laws**" means all applicable data privacy and security laws and regulations, including Canada, the United States ("US"), the United Kingdom ("UK"), and the European Union ("EU") including without limitation the General Data Protection Regulation (Regulation (EU) 2016/679) ("GDPR") as transposed into domestic legislation of each Member State of the EU; the UK Data Protection Act 2018 as well as the General Data Protection Regulation ("UK GDPR"); the California Consumer Privacy Act of 2018 (the "CCPA"), the California Privacy Rights Act of 2020 (the "CPRA"), and similar state laws and/or any other applicable data protection legislation in force, in each case as amended, replaced or superseded from time to time applicable to, or having jurisdiction over, SELLER in its performance of the Work covered by the Contract;



"



- 2.3.7 keep confidential and secure at all times Personal Data relating to Data Subjects. SELLER shall ensure that none of its personnel publish, disclose or divulge any Personal Data to any third party unless directed in writing to do so by LOCKHEED MARTIN; and
- 2.3.8 ensure SELLER does not knowingly or negligently do or omit to do anything which



- 2.8 In the event of a Personal Data Breach, SELLER shall not inform any third party without first obtaining LOCKHEED MARTIN'S prior written consent, unless notification is required by EU or Member State law to which SELLER is subject, in which case SELLER shall to the extent permitted by such law, inform LOCKHEED MARTIN of that legal requirement, provide a copy of the proposed notification and consider any comments made by LOCKHEED MARTIN before notifying the Personal Data Breach.



3.1.4.2 take all reasonable steps appropriate to provide a fair Processing notice to those Data Subject(s) whose personal data are to be disclosed to either party to the Contract, or a third-party identified in the Statement of Work, under this Addendum, informing them that their personal data will be disclosed to the receiving party for the Purposes; and

3.1.4.3 obtain necessary consent or authorizations required to permit the disclosure of such Personal Data to the receiving party for the Purposes.

3.1.5 When receiving information, each party shall comply with Applicable Laws and, without limitation to the foregoing:

3.1.5.1 put in place and maintain appropriate technical and



- 3.2.2 any other communication from a Data Subject concerning the Processing of their Personal Data; and
- 3.2.3 any communication from a Supervisory Authority concerning the Processing of Personal Data, or compliance with the Applicable Laws.

4. SELLER's Obligations under California Privacy Law

The parties acknowledge and agree that SELLER is acting as a service provider (as such term is defined by the CCPA) to Lockheed Martin in connection with SELLER's performance of Services pursuant to this Agreement. SELLER acknowledges and confirms that it does not provide Lockheed Martin with any monetary or other valuable consideration in exchange for Personal Information and certifies that it understands and will comply with the restrictions set forth in this Section 5. Except as required by applicable law, regulation, or professional standard, SELLER will not collect, access, use, disclose, process, or retain Personal Information for any purpose other than the purpose of performing the Services or another business purpose permitted by 11 CCR § 999.314(c), this DPAInfor2 reW*500912 0 62 92 reW*3(o)3(R)3()83(\$)



ANNEX I

For the purposes of Article 26(2) of Directive 95/46/EC, for the transfer of personal data to entities established in third countries which do not ensure an adequate level of data protection.

List of Parties:

1. Name:

Address:

Signature and date: _____

Role (controller/processor): Data Controller (please contact your LOCKHEED MARTIN Procurement Representative for information regarding appropriate jurisdiction and POC information)

Other information needed to identify the organisation

.....
(the data **exporter**)

And

Name of the data importing organisation:

Address:

Tel.: ;

E-mail:

(the data **importer**)

each a “**party**”; together “the **parties**”,

HAVE AGREED on the following Contractual Clauses (the “Clauses”) to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the



Description of Transfer:

Categories of data subjects whose personal data is transferred

Past, present, and potential employees.

Family members, dependents, and other related persons of employees.

Contractors.

Categories of personal data transferred

Personal and family information, including name and contact information (both business and home address, telephone and fax numbers and email addresses), gender, marital status, date of birth and country, ethnic group and heritage, eligibility to work in the relevant jurisdiction(s), citizenship status and country; national insurance number or its local equivalent, military status, disabled employee status, disabled military veteran status, information relating to education, capabilities and past work experience, licenses, certifications, memberships, honoraria, awards, photograph, biometric data, details of dependents (name, date of birth, and relationship to employee), and details of emergency contacts (name, address



leave of absence or other leave entitlements); this may include the processing of data 26 related to dependents, relatives, or others as appropriate for benefit plans, insurance policies, or emergency contact details.

Designing, evaluating, and implementing employment-related education and training programs. Facilitating, monitoring, or evaluating employee conduct and performance, including performance reviews.

Maintaining, monitoring, or improving workplace and employee safety, health, and security (including security systems).

When relevant to the job function of the employee, supplying business contact information, including names, images, and other items of business contact information by means of website posting, business cards, brochures, or other promotional media to present and potential customers, suppliers, contractors, joint venture partners, other business associates, and employees.

Conducting auditing, accounting, financial, and economic analyses.

Facilitating business communications, negotiations, transactions, conferences, travel, and compliance with contractual and legal obligations.

Facilitating and providing services for the relocation and movement of employees and family members locally and internationally.

Maintaining business and employment records relating to past, present, and potential employees.

Preparing for or defending or participating in litigation or potential litigation, including responding to e-discovery requests for information.

Protecting company assets and confirming compliance with company policies and procedures, including in connection with internal investigations, through (i) the monitoring or review of email, communications, or information on company systems to the extent permitted by applicable law and company policies and procedures, (ii) the back-up or storage of information on company laptops or other company systems, and (iii) the authentication of the identity of employees and the implementation of security measures.

Preparing for, facilitating, executing, or otherwise supporting any transaction or potential transaction involving all or a portion of the business.

Complying with applicable laws, regulations or other legal requirements.

The period for which the personal data will be retained

Personal data processed for human resources purposes will be retained in accordance with company policy, CRX-008, Records Retention, and, CRX-008A, Corporate Records Retention Schedule.

Sub-processors

Personal data is only transferred to sub-processors for the purpose of benefits administration and fulfilling employment services.



ANNEX II

Technical and Organizational Security Measures

Description of the technical and organisational measures



ANNEX III

List of Sub-processors

The controller has authorized the use of the following Sub-processors:

1. Name

Address

Contact Person

Description of Processing



ANNEX IV

IDTA Part 1: Tables



Parties to the agreement: [REDACTED]

Reference (if any): [REDACTED]

- the agreement(s) between the Exporter and the Party(s) which sets out the Exporter's instructions for Processing the Transferred Data:

Name of agreement: [REDACTED]

Date of agreement: [REDACTED]

Parties to the agreement: [REDACTED]

Reference (if any): [REDACTED]

The Importer may Process the Transferred Data for the following time period:

- the period for which the Linked Agreement is in force
- time period:
- (only if the Importer is a Controller or not)



- The Importer MAY transfer on the Transferred Data to another organisation or person (who is a different legal entity) in accordance with Section (Transferring on the Transferred Data).
- The Importer MAY NOT transfer on the Transferred Data to another organisation or person (who is a different legal entity) in accordance with Section (Transferring on the Transferred Data).

The Importer MAY ONLY forward the Transferred Data in accordance with Section

:

- if the Exporter tells it in writing that it may do so.
- to: [REDACTED]
- to the authorised receivers (or the categories of authorised receivers) set out in:
- there are no specific restrictions.



	<p>The personal data to be sent to the Importer under this IDTA consists of:</p> <ul style="list-style-type: none"><input type="checkbox"/> The categories of Transferred Data will update automatically if the information is updated in the Linked Agreement referred to.<input type="checkbox"/> The categories of Transferred Data will NOT update automatically if the information is updated in the Linked Agreement referred to. The Parties must agree a change under Section .
	<p>The Transferred Data includes data relating to:</p> <ul style="list-style-type: none"><input type="checkbox"/> racial or ethnic origin<input type="checkbox"/> political opinions<input type="checkbox"/> religious or philosophical beliefs<input type="checkbox"/> trade union membership<input type="checkbox"/> genetic data<input type="checkbox"/> biometric data for the purpose of uniquely identifying a natural person<input type="checkbox"/> physical or mental health<input type="checkbox"/> sex life or sexual orientation<input type="checkbox"/> criminal convictions and offences<input type="checkbox"/> none of the above<input type="checkbox"/> set out in: <p>And:</p> <ul style="list-style-type: none"><input type="checkbox"/> The categories of special category and criminal records data will update automatically if the information is updated in the Linked Agreement referred to.<input type="checkbox"/> The categories of special category and criminal records data will NOT update automatically if the information is updated in the Linked Agreement referred to. The Parties must agree a change under Section .



	<p>The Data Subjects of the Transferred Data are:</p> <ul style="list-style-type: none"><input type="checkbox"/> The categories of Data Subjects will update automatically if the information is updated in the Linked Agreement referred to.<input type="checkbox"/> The categories of Data Subjects will not update automatically if the information is updated in the Linked Agreement referred to. The Parties must agree a change under Section
	<ul style="list-style-type: none"><input type="checkbox"/> The Importer may Process the Transferred Data for the following purposes:<input type="checkbox"/> The Importer may Process the Transferred Data for the purposes set out in: the Linked Agreement <p>In both cases, any other purposes which are compatible with the purposes set out above.</p> <ul style="list-style-type: none"><input type="checkbox"/> The purposes will update automatically if the information is updated in the Linked Agreement referred to.<input type="checkbox"/> The purposes will NOT update automatically if the information is updated in the Linked Agreement referred to. The Parties must agree a change under Section

Table 4: Security Requirements



	<ul style="list-style-type: none"><input type="checkbox"/> The Security Requirements will update automatically if the information is updated in the Linked Agreement referred to.<input type="checkbox"/> The Security Requirements will NOT update automatically if the information is updated in the Linked Agreement referred to. The Parties must agree a change under Section



ANNEX V

IDTA Part 2: Extra Protection Clauses



