DATA PROCESSING AND TRANSFER AGREEMENT

This Data Processing and Transfer Agreement ("DPTA") shall be effective on the same date as the Purchase Order, Order Confirmation or Purchasing or Service Agreement ("Agreement"), or at the latest upon the signature of this DPTA, and supplements the Agreement with respect to the Services provided therein by and between

_____

[insert name and address of Collins Aerospace German company] and its subsidiaries and affiliates (in the following "Collins Aerospace"), and

_____

[insert company name and address] (in the following, "Supplier").

1. This DPTA shall apply to any and all Agreements. Except as expressly supplemented by this DPTA with respect to the subject matter hereunder, the terms of each Agreement shall continue unchanged and shall apply with full force and effect as to the matters addressed therein. This DPTA is hereby incorporated into and forms a part of any such Agreement.

   Capitalized terms in this DPTA shall have the meanings ascribed to such terms under Section 2 (or in other locations throughout this DPTA), and, if not otherwise defined, shall have their ordinary and customary meanings.

   This DPTA will supersede any previous agreements between the parties as to the subject matter herein, including all prior data transfer agreements entered into between Collins Aerospace and Supplier pursuant to European Union Directive 95/46/EC.

2. The following **Definitions** are applicable to this DPTA:

   (a) "Agreement" shall mean any agreement entered into between Collins Aerospace and Supplier before, on or after the Effective Date, including any orders, releases, statements of work or the like issued or entered into pursuant thereto.

   (b) "Data Privacy Laws" shall mean applicable national, federal, state and provincial laws relating to data privacy, the protection of personal information or data, and the cross-border transfer of personal information or data, including, without limitation, (a) the EU General Data Protection Regulation (Regulation (EU) 2016/679) ("GDPR"); (b) the Data Protection Act of 2018 (the "UK GDPR"); and (c) national laws implementing, revising or replacing the foregoing, each as updated, amended or replaced from time to time.

   (c) "Personal Data" or "Personal Information" shall mean any information or data provided to Supplier or its agents, representatives, or subcontractors in connection with the Agreement, and the transactions thereunder that relate to any identified or identifiable natural person, or, to the extent of a conflict with applicable law, that is subject to any Data Privacy Laws.

   (d) the terms "controller", "data subject", "processor" and "processing" (including grammatical variations) shall have the meaning provided in the GDPR.

3. Supplier shall:

   (a) comply with all applicable Data Privacy Laws and promptly notify Collins Aerospace in writing if Supplier believes that collecting or processing Collins Aerospace Personal Data violates Data Privacy Laws;

   (b) only collect, access, use, or share Collins Aerospace Personal Data, or transfer Collins Aerospace Personal Data to authorized third parties, in performance of its obligations under the Agreement, in conformance with Collins Aerospace's instructions, or to comply with legal obligations. Supplier will not make any secondary or other use (e.g., for the purpose of data mining) of Collins Aerospace Personal Data except (i) as expressly authorized in writing by Collins Aerospace , (ii) as required by law;

   (c) not share with, transfer to, disclose or provide access to Collins Aerospace Personal Data to any third party except to provide services under the Agreement or as required by law. If Supplier does share, transfer, disclose or provide access to Collins Aerospace Personal Data to a subcontractor or sub-processor, it shall:

      (i) be responsible for the acts and omissions of any subcontractor, sub-processor, or other such third party, that processes (within the meaning of the applicable Data Privacy Laws) Collins Aerospace Personal Data on Supplier's behalf in the same

manner and to the same extent as it is responsible for its own acts and omissions with respect to such Collins Aerospace Personal Data;

(ii) ensure such third party is bound by a written agreement that contains the same or equivalent obligations and protections as those set forth in this Section; and

(iii) only share, transfer, disclose or provide access to a third party to the extent that such conduct is compliant with applicable Data Privacy Laws;

This section (c) does not address sharing with, or transferring, disclosing, or providing access to, one or more government entities pursuant to a legal obligation. Such conduct shall be done in a manner intended to protect and limit the sharing of Collins Personal Information to the extent reasonably and legally permissible;

(d) not appoint (or disclose any Company Personal Data to) any sub-processor unless required or authorized by the Company; the authorization is deemed to be granted for the sub-processors listed in **Appendix 3**;

(e) take commercially reasonable steps to ensure the reliability of Supplier's employees, agents, representatives, subcontractors, subcontractor employees, or any other person used by Supplier (collectively, "Supplier Personnel") who have access to the Collins Aerospace Personal Data and ensure that such access is on a need-to-know basis including the establishment of confidentiality agreements as appropriate, and ensure that Supplier Personnel are obligated to maintain the confidentiality of Collins Aerospace Personal Data, such as through a confidentiality agreement or by application of company policy, relevant law or regulation;

(f) upon request, permit Collins Aerospace to hire third party external auditors to verify Supplier and third party compliance with their obligations under the Agreement and/or Order. Additionally, upon request, Supplier shall provide Collins Aerospace with any audit reports issued under ISO 27001, ISO 29100, SSAE 16 (or SAS 70), SSAE 18, SOC 2, or ISAE 3402 that covers Collins Aerospace Personal Information;

(g) maintain reasonable and appropriate technical, physical, and administrative safeguards intended to protect Collins Aerospace Personal Data. These measures will include reasonable restrictions upon physical access to any locations containing Collins Aerospace Personal Data, such as the storage of such records in locked facilities, storage areas, or containers. Supplier must periodically re-evaluate the measures adopted to ensure that they remain reasonable and appropriate;

(h) provide Collins with commercially reasonably assistance in: (i) deleting Collins Personal Information upon request by a data subject or legal representative where appropriate; and (ii) managing requests from data subjects that wish to opt-out when applicable;

(i) retain Collins Personal Information only for as long as required and thereafter purge Collins Personal Information unless otherwise required to retain the data by applicable law;

(j) immediately advise Collins Aerospace in writing if it receives or learns of any:

(i) complaint or allegation indicating a violation of Data Privacy Laws regarding Collins Aerospace Personal Data;

(ii) request from one or more individuals seeking to access, correct, or delete Collins Aerospace Personal Data; and

(iii) regulatory request for, subpoena, search warrant, or other legal, regulatory, administrative, or governmental process seeking Collins Aerospace Personal Data (collectively, "Data Privacy Matters"). If Supplier learns of any Data Privacy Matter, Supplier shall, in addition to notifying Collins Aerospace in writing, provide reasonable assistance to Collins Aerospace, including by cooperating with Collins Aerospace in investigating the Data Privacy Matter, providing relevant information to Collins Aerospace, assisting in the preparation of a response, implementing a remedy, and/or cooperating in the conduct of and defending against any claim, court or regulatory proceedings. Supplier shall use commercially and legally reasonable efforts to limit the nature and scope of any required disclosure to the minimum amount of Collins Aerospace Personal Information required to comply with applicable law. Unless prevented by applicable law, Supplier shall provide Collins Aerospace with advance written notice of any Data Privacy Matters sufficient to allow Collins to contest any legal, regulatory, administrative, or other governmental processes; and

(k) provide written notice to Collins as soon as possible and, whenever possible in forty-

eight (48) hours, of any incident of accidental or unlawful destruction or accidental loss, alteration, unauthorized or accidental disclosure of or access to Collins Personal Information of which it becomes aware (a "Security Breach").

Supplier shall take all reasonable measures to contain and remedy the Security Breach, wherever possible; provide Collins with information regarding the investigation and remediation of the Security Breach, unless restricted by law;

not make any notification, announcement or publish or otherwise authorize any broadcast of any notice or information about a Security Breach (a "Breach Notice") without the prior written consent of and prior written approval by Collins of the content, media and timing of the Breach Notice (if any), unless required to do so by law or court order; and even where required to do so by law or court order, make all reasonable efforts to coordinate with Collins prior to providing any Breach Notice.

Where the Security Breach (a) involves data on the Supplier's networks or systems or (b) is the fault of the Supplier, then Supplier will, at the request of Collins, pay for the costs of remediation, provide notification to impacted individuals, and to the extent applicable, provide theft monitoring services.

4. If the Data Privacy Laws shall be amended, the parties shall work together to make any required amendments to this DPTA. The parties shall take commercially reasonable efforts to procure each third party to make those or comparable amendments.

5. All Collins Aerospace **Personal Data** acquired by Supplier shall be returned or **destroyed** (at the option of Collins Aerospace), unless and to the extent that: (i) such Collins Aerospace Personal Data is required by Supplier to discharge its obligations hereunder or under applicable law; or (ii) return or destruction is prohibited by applicable law. Absent contrary instructions and except as prohibited by law, Supplier shall immediately destroy all Collins Aerospace Personal Data after termination or completion of the statement of work after waiting 30 days to allow Collins Aerospace to request return of Collins Aerospace Personal Data.

6. If the Agreement involves collection or Processing of Collins Aerospace Personal Information from individuals in California, then the parties agree that Supplier is a "Service Provider", as such term is defined in the California Consumer Privacy Act, Cal, Civ. Code §§ 1798.100 et. seq. and implementing regulations (the "CCPA"), and will neither sell, nor exchange for anything of value, Collins Aerospace Personal Information. If the Agreement does not involve collection or processing of Collins Personal Information from data subjects in California, then this section 6 does not apply.

7. The parties agree that any transfer or access of Collins Aerospace Personal Data from any country in the European Union (EU), European Economic Area (EEA), Switzerland or the United Kingdom to a location outside of the foregoing locations, then the terms of the **Standard Contractual Clauses** adopted by the European Commission in Decision 2021/914/EU (hereinafter the "SCCs") in its present form as adopted by authorized regulatory bodies are incorporated by reference as if set forth herein. If the Parties will act as a controller, Module One applies. If the Parties will act as a processor, Module Two applies.

   The Parties may also execute the SCCs and appropriate Annexes as a separate stand-alone document.

   If any of the terms of the SCCs conflict with any terms the Agreement, the SCCs shall prevail.

   If either Party engages any subcontractors that will access the personal data covered by the SCCs, such Party shall ensure that transfers to the subcontractor comply with the SCCs.

8. **Governing law and choice of forum** provisions from the Agreement shall apply to the DPTA, except for Standard Contractual Clauses (SCC) if signed. SCC shall be governed by the law of the Member State in which the data exporter is established, which for the purposes of this DPTA will be considered the law of establishment of the relevant data controller.

9. In the event of any conflict or inconsistency between the provisions of this DPTA, SCC, and an Agreement, such conflict or inconsistency shall be resolved by giving precedence to the provision in the following order of priority:
   (i) this Section 9 of this DPTA;
   (ii) the terms of Appendices and Exhibits (Standard Contractual Clauses if required and signed) to this DPTA;
   (iii) this DPTA (other than Section 9); and
   (iv) the Agreement(s) between Collins Aerospace and Supplier.

10. This DPTA, including SCC, if required, and the Appendices thereto, may be executed electronically and in multiple counterparts, each of which will be considered an original, and all of which, when taken together, will constitute one agreement binding on the parties, even if both parties are not signatories to the original or the same counterpart.

[Collins Aerospace German company]	***[Supplier company name]***
_____	_____
Signature	Signature
_____	_____
Name	Name
_____	_____
Position	Position
_____	_____
Signature	Signature
_____	_____
Name	Name
_____	_____
Position	Position

Date: _____

Enclosures:
Appendix 1 – Processing Activities
Appendix 2 – Technical and Organizational Measures
Appendix 3 – Authorised Sub-Processors

APPENDIX 1 – Processing Activities

Data exporter (Controller)

_____ *[German Collins Aerospace company name]*

Data Protection Officer

Privacy Officer
Email: Privacy.compliance@rtx.com or martina.weber-bauer@collins.com

Data importer (Processor)

_____ *[insert Supplier company name]*

Data Protection Officer of Processor

_____ *[insert Contact details of DPO]*

Data Subjects

The personal data transferred concern the following categories of data subjects:

_____

Categories of Data

The personal data transferred concern the following categories of data:

_____

_____

Special Categories of Data (if appropriate)

The personal data transferred concern the following special categories of data:

_____

Processing Operations

The personal data transferred will be subject to the following basic processing activities:

_____

_____

_____

APPENDIX 2 – TECHNICAL AND ORGANIZATIONAL MEASURES

Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) (or document/legislation attached):

The data importer undertakes to institute and maintain physical, technical, and organizational security measures in order to maintain and to protect the security of personal data created, collected, received, or otherwise obtained in connection with the Agreement, and the processing operations provided thereunder, which measures are required for the processing of personal data in accordance with the relevant data protection laws in the European Union.

The technical and organisational security measures of the data importer shall include, as a minimum, the following (as may be updated from time to time).

Internal Controls and Systems

The data importer shall comply with strict internal controls in line with ISO 27001 and ISO 20000 guidelines. The data importer will implement security rules in the form of mandatory policies and procedures for staff and all subcontractors or agents who have access to Collins Aerospace group personal data. These policies and procedures cover:

- measures, standards, procedures, rules and norms to address the appropriate level of security;
- the meaning and importance of personal data and the need to keep it secure, confidential and accessed on a need to know basis only;
- staff functions, obligations and access rights;
- the procedures for reporting, managing and responding to personal data security incidents; and
- the procedures for making backup copies and recovering personal data.

Security

Access to personal data by the data importer is provided through access and procedures governed by Collins Aerospace.

The following summarizes key security obligations (and in the event of dispute or inconsistency, the fuller security obligations agreed shall prevail):

Functions and Obligations of Staff with regards to Data Files:

The functions and obligations of each of the users or profiles of users with access to the personal data and to the information systems must be clearly defined in writing in a security document.

Record of Incidents:

There shall be a procedure for notification and management of incidents that affect personal data and a register established for recording the type of incident, the moment it occurred, or if appropriate, was detected, the person making the notification, to whom it was communicated, the effect arising from it and the corrective measures applied.

Identification and Authentication:

The data importer shall take the measures that guarantee the correct identification and authentication of the users. The data importer shall establish a mechanism that permits the unequivocal and personalized identification of any user who tries to access the information system and the verification of his authorization. The security document shall establish the frequency, which under no circumstances shall be less than yearly, with which the passwords shall be changed. While in force, passwords shall be stored in an unintelligible way.

Backup Copies and Recovery:

The security document shall require and the data importer shall ensure that: (1) backups are created at least weekly; and (2) data recovery procedures are implemented that enable their reconstruction to the original state at the moment the loss or destruction occurred, to the extent technically feasible.

Security Officer:

The security document shall appoint one or several security officers responsible for implementing and monitoring compliance with the requirements of the security document. This appointment may be general for all the filing systems or processing of personal data or specific depending on the information systems used, which shall be clearly recorded in the security document.

Audit:

The security document shall require and the data importer shall ensure that, at least every two years, an internal or external audit is conducted that verifies compliance with the security measures contained in the security document.

Management of Media and Documents:

The security document shall require and the data importer shall ensure that a registration or inventory system for the entry of media containing Data shall be established permitting, directly or indirectly, identification of the type of document or media, as well as the date and time, the issuer, the number of documents or media included in the transmission, the type of information they contain, the method of transmission and the person responsible for receipt.

Identification and Authentication:

The security document shall require and the data importer shall establish a mechanism to limit unauthorized access to the Data, including updating the security document based on new or newly identified risks.

Physical Access Control:

The security document shall require and the data importer shall ensure that only the personnel authorized have access to the places housing the physical equipment that supports the information systems.

Record of Recovery of Incidents:

The register shall provide the procedures for the recovery of data, indicating the person who executed the process, the data restored and, if appropriate, which data have had to be manually recorded in the recovery process.

APPENDIX 3: AUTHORISED SUB-PROCESSORS

List of Authorized Subprocessors as at the Agreement Signature Date to be included here.

_____ *[company or person name]*

_____ *[address, seat]*

_____ *[describe type of sub-processing]*