

DATA PROTECTION CLAUSE

"**Data Protection Legislation**" means all data privacy or data protection laws applicable to any Processing of Personal Data under or in connection with this Agreement, including without limitation, the European Union *General Data Protection Regulation 2016/679* ("**GDPR**"), the GDPR as it forms part of the law of the United Kingdom ("**UK GDPR**"), the Hong Kong *Personal Data (Privacy) Ordinance (Cap. 486)* ("**PDPO**"), the People's Republic of China *Personal Information Protection Law* ("**PIPL**") and all legislation implementing or supplementing these laws, and all associated codes of practice and other guidance issued by any applicable data protection authority, all as amended, re-enacted and/or replaced and in force from time to time.

"**Buyer**" means party issuing the official purchase order.

"**Seller**" means the company or person to whom the Order described is addressed.

"**Parties**" means Buyer and Seller.

"**Personal Data**" has the meaning given to that term (or to the term "personal information") in the Data Protection Legislation.

"**Process**" and other derivations such as "**Processed**" and "**Processing**" means any collection, use, disclosure, transmission, storage or other handling or manipulation of any Personal Data and includes any other act or practice defined as "processing" in the Data Protection Legislation.

1. The Parties agree that the performance of the Services will involve the Processing of Personal Data as follows:

1.1 Categories of Personal Data Processed: business contact information of the Parties or their representatives such as title, first name, last name, address, and any other information required in order to perform the Services under this Agreement;

1.2 Categories of data subjects: the Parties or their representatives and any other individuals whose Personal Data is Processed in order to perform the Services under this Agreement;

1.3 Duration of Processing: the Personal Data shall be Processed until the earliest of: (i) expiry/termination of this Agreement in accordance with its terms; or (ii) the date upon which Processing is no longer necessary for the purposes of either Party performing its obligations under this Agreement;

1.4 Nature, means and purpose of the Processing: the Personal Data will only be Processed as is necessary in order for performance of the Services and/or a Party's obligations under this Agreement;

1.5 Protection measures: without limiting clause 2.3 below, the Seller will use reasonable technical and organisational measures to protect the Personal Data from unauthorised access, disclosure or alteration (taking into account the risk of unauthorised access, disclosure or alteration and the harm that could result from unauthorised access, disclosure or alteration) including without limitation: (a) electronic and physical access controls which restrict user access to the Personal Data on a need to know basis; (b) multifactor authentication of users; (c) encryption of Personal Data in transit and at rest; (d) timely patching of systems; (e) appropriate information security policies and staff training; and (f) any other measures specified in the Agreement.

2. In respect of any Personal Data in the possession or control of the Seller in connection to the Services, Seller warrants that it shall:

2.1 comply with the Data Protection Legislation in its Processing of that Personal Data;

2.2 only Process that Personal Data as necessary in order to provide the Services and comply with its obligations under the Agreement, and otherwise as instructed by the Buyer in writing;

2.3 implement appropriate technical and organisational measures to ensure a level of security appropriate to the risks that are presented by the Processing of that Personal Data, in particular protection against accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data transmitted, stored or otherwise Processed pursuant to this Agreement;

2.4 ensure any officer, employee or agent or other representative of the Seller authorised to Process that Personal Data is subject to an appropriate obligation of confidentiality;

2.5 not engage any sub-contractor who will Process that Personal Data on behalf of the Seller (a "**Sub-Processor**") without the prior written consent of the Buyer and then only subject to a written contract which imposes the same obligations on the Sub-Processor as imposed on the Seller under this clause ("**Sub-Processor Terms**"). Seller shall ensure that the Sub-Processor complies with the Sub-Processor Terms;

2.6 not cause or permit that Personal Data to be transferred outside the jurisdiction in which the Seller is based, without first seeking the approval of the Buyer and complying with any requirements imposed by the Buyer, which may include: (a) where Personal Data is transferred outside of the EEA, the requirement to execute the *Standard Contractual Clauses* approved by EC Decision C2021/3972 dated 4 June 2021; (b) where Personal Data is transferred outside of the UK, the requirement to execute the *International Data Transfer Agreement* issued by the UK Information Commissioner under section 119A(1) of the *Data Protection Act 2018* (UK); or (c) where Personal Data is transferred outside of mainland China, the requirement to execute the *Standard Contract for Outbound Cross-border Transfer of Personal Information* approved by the Cyberspace Administration of China under article 38(3) of the PIPL;

2.7 immediately notify the Buyer of any actual or alleged incident of unauthorised or accidental disclosure of or access to that Personal Data or other breach of this Agreement by any of its representatives, Sub-Processors or any other identified or unidentified third party;

2.8 provide the Buyer with reasonable assistance to comply with the Buyer's obligations under articles 32 to 36 of the GDPR or the UK GDPR;

2.9 make available to the Buyer all information necessary to demonstrate compliance with the obligations set out in this clause and allow for and contribute to any audits, including inspections, conducted by the Buyer or its appointed auditor; and

2.10 delete or return to the Buyer (at the Buyer's option) that Personal Data at the end of the provision of the Services or upon the expiry or earlier termination of this Agreement, whichever occurs first.

3. Without prejudice to any other rights or remedies of the Buyer, the Seller agrees to indemnify the Buyer and keep the Buyer indemnified and defend the Buyer at its own expense against all losses, costs, expenses or liabilities incurred or suffered by the Buyer arising from or in connection with any failure by the Seller, its Sub-Processors and/or their respective officers,

employees or agents to comply with any obligations under this clause or the Sub-Processor Terms.

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