

**EXHIBIT TO THE TERMS AND CONDITIONS
EUROPEAN UNION GENERAL DATA PROTECTION REGULATION**

This Data Protection Addendum ("Addendum") is made between:

(i) "Seller" defined as the party named on the contract or purchase order referencing or attaching this Addendum, acting on its own behalf and as agent for each relevant Seller Affiliate; and (ii) the BAE Systems entity specified at the end of this Addendum ("BAE Systems"). To the extent that the Seller does not have the relevant authority to bind each relevant Seller Affiliate, where this Addendum imposes an obligation on such Seller Affiliate(s), such obligations shall be interpreted as obligations on the Seller to procure that the relevant Affiliate(s) shall comply with such obligations.

This Addendum forms part of each agreement made between (i) Seller and/or any Seller Affiliate and (ii) BAE Systems and/or any BAE Systems Affiliate (excluding (a) any agreement with BAE Systems Inc., any subsidiary of BAE Systems Inc. or any of its owned or managed businesses located in the United States or Sweden, and (b) any agreement under which BAE Systems and/or any BAE Systems Affiliate is appointed to Process Personal Data on behalf of Seller or any Seller Affiliate, whether acting as a Controller or Processor) (each a "Principal Agreement").

The parties hereby agree that the terms and conditions set out below shall be added as an Addendum to each Principal Agreement and references in this Addendum to each Principal Agreement are to each Principal Agreement as amended by, and including, this Addendum.

1. Definitions

In this Addendum, the following terms shall have the meanings set out below and cognate terms shall be construed accordingly:

1.1 "Addendum Effective Date" has the meaning given to it in section 2;

1.2 "Affiliate" means an entity that owns or controls, is owned or controlled by or is or under common control or ownership with either BAE Systems or Seller (as the context allows), where control is defined as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise;

1.3 "BAE Systems Personal Data" means any Personal Data Processed, or which has any time been Processed, by Seller or any Seller Affiliate (i) on behalf of BAE Systems or any BAE Systems Affiliate; or (ii) on behalf of any client of BAE Systems or any BAE Systems Affiliate, or (iii) otherwise Processed by the Seller or Seller Affiliate, in each case pursuant to or in connection with the relevant Principal Agreement and irrespective of whether the Seller or Seller Affiliate is acting as Controller or Processor in relation to such Processing;

1.4 "EU" means the European Union;

1.5 "Processor SCCs" means the Standard Contractual Clauses (processors) for the purposes of Article 26(2) of Directive 95/46/EC set out in Decision 2010/87/EC as the same are revised or updated from time to time by the European Commission;

1.6 "Data Protection Laws" means Directive 95/46/EC as transposed into domestic legislation of each Member State of the European Economic Area and in each case as amended, replaced or superseded from time to time, including without limitation by the EU General Data Protection Regulation 2016/679 of the European Parliament and of the Council ("GDPR") and any data protection laws substantially amending, replacing or superseding the GDPR following any exit by the United Kingdom from the EU, and/or other applicable data protection or national/federal or state/provincial/emirate privacy legislation in ;

1.7 "Services" means the services to be supplied by Seller and/or Seller Affiliates to BAE Systems and/or BAE Systems Affiliates pursuant to the relevant Principal Agreement;

1.8 The terms "Controller", "Data Subject", "Personal Data", "Personal Data Breach", "Process" and "Processor" have the same meanings as described in the Data Protection Laws and cognate terms shall be construed accordingly.

2. Formation of this Addendum

This Addendum is deemed accepted by the Seller and each Seller Affiliate, and comes into effect, on the Addendum Effective Date which is thirty calendar days after the date on which this Addendum is sent by BAE Systems to the Seller unless the Seller reasonably objects to the terms of this Addendum during such thirty calendar day period. If the Seller objects in accordance with this section 2, the parties shall negotiate in good faith to agree the terms of this Addendum and the Addendum Effective Date.

3. Description of Personal Data Processing

Annex 1 to this Addendum sets out certain details of the BAE Systems Personal Data to be Processed by Seller or any Seller Affiliate pursuant to this Addendum, as required by Article 28(3) of the GDPR. BAE Systems may make reasonable amendments to Annex 1 by written notice to Seller from time to time as BAE Systems reasonably considers necessary to meet those requirements. Annex 1 does not create any obligation or rights for any party to this Agreement.

4. Data Processing Terms

Seller and each Seller Affiliate shall:

4.1 process the BAE Systems Personal Data solely on the documented instructions of BAE Systems or any relevant BAE Systems Affiliate (as set out in the Principal Agreement or otherwise), for the purposes of providing the Services and as otherwise necessary to perform its obligations under the relevant Principal Agreement including with regard to transfers of BAE Systems Personal Data to a third country outside the EU or an international organisation (unless required by EU or Member State law to which Seller or the relevant Seller Affiliate is subject, in which case Seller or relevant Seller Affiliate shall inform BAE Systems or the relevant BAE Systems Affiliate of that legal requirement before such Processing, unless that law prohibits such information on important grounds of public interest);

4.2 ensure that persons authorized to process the BAE Systems Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

4.3 take all measures required pursuant to Article 32 of the GDPR to ensure the security of Processing of the BAE Systems Personal Data;

4.4 be generally authorized to engage another Processor to Process the BAE Systems Personal Data ("Sub-Processor"), subject to Seller and any Seller Affiliate meeting the conditions set out in Article 28 (2) and (4) of the GDPR;

4.5 promptly notify BAE Systems of any communication from a Data Subject regarding the Processing of BAE Systems Personal Data, or any other communication (including from a supervisory authority) relating to BAE Systems' and BAE Systems Affiliate's and any BAE Systems or BAE Systems Affiliate client's obligation under the Data Protection Laws in respect of the BAE Systems Personal Data and, taking into account the nature of the Processing, assist BAE Systems and BAE Systems Affiliates by appropriate technical and organizational measures, insofar as this is possible, for the fulfillment of BAE System's and BAE Systems Affiliates' obligation to respond to requests for exercising the data subject's rights laid down in Chapter III GDPR;

4.6 notify BAE Systems (and send a copy of such notice to the BAE Systems IT Security Operations team at ITSecurityOperations@baesystems.com), without undue delay of any Personal Data Breach, and in any event provide such notice within 24 hours of Seller or any Seller Affiliate becoming aware of the same, such notice to include all information reasonably required by BAE Systems and any BAE Systems Affiliate to comply with its obligations under the Data Protection Laws and assist BAE Systems and the BAE Systems Affiliates with their obligations pursuant to Articles 32 to 36 of the GDPR taking into account the nature of the Processing and information available to the Seller and Seller Affiliates;

4.7 cease Processing the BAE Systems Personal Data upon the termination or expiry of the relevant Principal Agreement and at

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BAE Systems' option, either return or delete all copies of the BAE Systems Personal Data Processed by Seller and all Seller Affiliates unless (and solely to the extent and for such period as) EU or Member State law requires storage of the Personal Data; and

4.8 in addition to any audit rights granted pursuant to the Principal Agreement, make available to BAE Systems and all BAE Systems Affiliates on request all information necessary to demonstrate compliance with this Addendum and with Article 28 of the GDPR and shall allow for and contribute to audits, including inspections, by BAE Systems or any BAE Systems Affiliate or an auditor mandated by BAE Systems or any BAE Systems Affiliate.

5. Transfers

BAE Systems and each BAE Systems Affiliate (as "data exporter") and Seller and each Seller Affiliate, as appropriate (as "data importer") with effect from the commencement of the relevant transfer hereby enter into the Processor SCCs in respect of any transfer from BAE Systems or a BAE Systems Affiliate to Seller or a Seller Affiliate (or onward transfer) where such transfer would otherwise be prohibited by Data Protection Laws (or by the terms of data transfer agreements put in place to address Data Protection Laws). Appendix 1 to the Processor SCCs shall be deemed to be prepopulated with the relevant sections of Annex 1 to this Addendum and the processing operations are deemed to be those described in the Principal Agreement. Appendix 2 to the Processor SCCs shall be deemed to be prepopulated with the following "*Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood for the rights and freedoms of natural persons, the Seller and Seller Affiliates shall implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk, including as appropriate the specific controls described in Article 32(1), (a) to (d) inclusive of GDPR and including any other controls mandated by applicable data protection laws or set out in the Principal Agreement. Without limitation to the foregoing, to the extent that Seller or any Seller Affiliate Processes payment card information, such Processing shall comply with the Payment Card Industry Data Security Standard.*"

6. Rights of BAE Systems Affiliates

Except as provided in the remainder of this section 6 and in clause 3 of the Processor SCCs referred to in section 5 of this Addendum, a person who is not a party to this Addendum shall have no right under the Contracts (Rights of Third Parties) Act 1999 ("CRTPA") or any similar applicable law to enforce any term of this Addendum. Notwithstanding the foregoing, each BAE Systems Affiliate may enforce the terms of this Addendum. The parties to this Addendum may vary, terminate or rescind this Addendum, without the consent of any BAE Systems Affiliate.

7. Precedence

The provisions of this Addendum are supplemental to the provisions of the Principal Agreement and replace any existing addendum or schedule relating to the Processing of Personal Data, other than (i) terms in such existing addendum or schedule that set out obligations to implement and maintain in place, or comply with, specified IT Security requirements; and (ii) any description of Processing. In the event of inconsistencies between the provisions of this Addendum and the provisions of the Principal Agreement the provisions of this Addendum shall prevail, except (i) to the extent that the description of Processing set out in the Principal Agreement is inconsistent with the description of processing in Annex 1 to this Addendum, in which case the description of Processing in the Principal Agreement shall prevail with respect to that Principal Agreement; and (ii) nothing in this Addendum reduces Seller's or any Seller Affiliate's obligations under the Principal Agreement or permits Seller or any Seller Affiliate to Process (or permit the Processing of) Personal Data in a manner which is prohibited under the relevant Principal Agreement. In the event of any conflict or inconsistency between this Addendum and the Standard Contractual Clauses, the Standard Contractual Clauses shall prevail. Notwithstanding anything to the contrary in the Principal Agreement, neither the Seller nor any Seller Affiliate

shall claim that this Addendum is not a valid and legally binding variation to the Principal Agreement.

8. Compliance with Data Protection Laws

Each party to this Addendum shall comply with all applicable Data Protection Laws when processing the BAE Systems Personal Data.

This Addendum is entered into and becomes a binding part of each Principal Agreement with effect from the Addendum Effective Date in accordance with section 2 above.

Annex 1: Description of Processing of BAE Personal Data

Subject matter and duration of the Processing of the Personal Data: The subject matter and duration of the Processing of the BAE Systems Personal Data are set out in the relevant Principal Agreement.

The nature and purpose of the Processing of the Personal Data: The nature and purpose of the Processing of the BAE Systems Personal Data are set out in the relevant Principal Agreement.

The categories of Data Subject to whom the BAE Systems Personal Data relates

The BAE Systems Personal Data may include Personal Data relating to current, former and prospective staff of BAE Systems, applicants, next of kin, dependents, shareholders, officers and directors and contacts at current, former and prospective suppliers and customers of BAE Systems and its Affiliates.

The types of BAE Systems Personal Data to be Processed

The BAE Systems Personal Data may include:

Name, address, title, preferred salutation, telephone number, email address, social media username or alias and other contact information; date of birth, place of birth, gender, citizenship, country of residence, occupation, employer, employment status, income, social security or national insurance number, photographs, copies of passports or other national or government identity documents, bills or correspondence showing address, identity risk assessment score and feedback, and other identity, occupation or income related data; marital status, financial dependants, languages spoken, lifestyle, hobbies and interests, and other background data and relationship management information; bank account details; employee numbers or other internal identifiers and names, job titles and email addresses; instant message or live chat logs; meeting, telephone or attendance notes, emails, letters or other data relating to communications, calls and meetings; data relating to regulatory checks and disclosures, and to any status, flag and other result of such checks and disclosures; account transaction details; on-going monitoring data in connection with compliance, fraud prevention and security, including : CC TV footage, system and building login and access records, keystroke, download and print records, voice recordings (including of telephone calls), data caught by IT security programmes and filters; information relating to claims, complaints and disclosures, including termination or settlement arrangements and payments, subject matter of litigation and complaints, details of involvement in incident reporting and disclosures; IP address, browser generated information, device information, geo-location markers and other digital identifiers used for tracking, profiling or location purposes; and other metadata relating to the use of BAE Systems and applications.

The parties do not anticipate that any sensitive BAE Systems Personal Data will be Processed under the Principal Agreement. However, exceptionally, Processing may include the Processing of certain special categories of Personal Data and/or data relating to criminal convictions and offences where necessary and in accordance with applicable Data Protection Laws.

The obligations and rights of BAE Systems and BAE Systems Affiliates

The obligations and rights of BAE Systems and BAE Systems Affiliates are set out in the Principal Agreement.