DATA PROCESSING AGREEMENT

This Data Processing Agreement ("DPA") forms part of the contract pursuant to which Seller provides Services to Buyer between Seller and Buyer (the "Agreement") to reflect the parties' agreement with regard to the Processing of Personal Data on behalf of Buyer, in accordance with the requirements of associated Data Protection Laws.

APPLICATION OF THIS DPA

If the Seller entity signing this DPA is a party to the Agreement, this DPA is an addendum to and forms part of the Agreement. In such case, the Seller entity that is party to the Agreement is party to this DPA.

If the Seller entity signing this DPA has executed an order with Buyer or its Affiliate pursuant to the Agreement, but is not itself a party to the Agreement, this DPA is an addendum to that order and any renewal orders, and the Seller entity that is party to such order is party to this DPA.

This DPA shall not replace any additional rights relating to Processing of Personal Data previously negotiated in the Agreement (including any existing data processing addendum to the Agreement).

HOW TO EXECUTE THIS DPA:

1. This DPA consists of two parts: the main body of the DPA, and Attachment 1 (including Appendices 1 to 3).

2. The Standard Contractual Clauses in Attachment 1

3. To complete this DPA Seller must:

    a. Complete the information in the signature box and sign on Page 5.

    b. Complete the information regarding the data exporter on Page 6, 13 and 14.

    c. Complete the information in the signature box and sign on Page 15.

4. Submit the completed and signed DPA to Buyer via *<insert preferred means of communication>* providing a return email address. Please provide a copy of your agreement with Buyer or the name of the Buyer entity you have a contract with and an agreement reference (if available).

5. Buyer will sign and return the DPA to the Seller. Upon submitting the validly completed DPA to the email address provided by the Seller, this DPA will become legally binding.

TERMS

In the course of providing Services to Buyer pursuant to the Agreement, Seller may Process Personal Data on behalf of Buyer. Seller agrees to comply with the following provisions with respect to any Personal Data Processed for Buyer in connection with the provision of the Services.

1. DEFINITIONS

"Affiliates" means any entity which is controlled by, controls or is in common control with either party to this DPA.

"Buyer" means Nexteer Automotive Group Limited or any of its Affiliates that is a party to this DPA, meaning the Nexteer entity as referred to in the Section "APPLICATION OF THIS DPA" above, as applicable.

"Seller" means any entity or Agent and its Affiliates engaged in the Processing of Personal Data on behalf of Buyer.

"Data Controller" means the entity which determines the purposes and means of the Processing of Personal Data.

"Data Processor" means any entity or Agent and its Affiliates which Processes Personal Data on behalf of the Data Controller.

"Data Protection Laws" means all laws and regulations, including laws and regulations of the European Union, the European Economic Area and their member states, applicable to the Processing of Personal Data under the Agreement.

"Data Subject" means the individual to whom Personal Data relates.

"Personal Data" means any information relating to an identified or identifiable person.

"Processing" means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction ("Process", "Processes" and "Processed" shall have the same meaning).

"Security Breach" has the meaning given in Section 7 of this DPA.

"Security Practices Document" means the Information Security Practices Document (or the applicable part dependent on what Services the Seller provides to the Buyer), as updated from time to time, and accessible via the link in Appendix 2 to Attachment 1.

"Services" means the provision of maintenance and support services, consultancy or professional services and the provision of software as a service or any other services provided under the Agreement where Seller Processes Personal Data on behalf of Buyer.

"Standard Contractual Clauses" means the agreement executed by and between Seller and Buyer and attached as Attachment 1 pursuant to the European Commission's decision of 5 February 2010 on Standard Contractual Clauses for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection.

"Sub-processor" means any Data Processor engaged by Seller.

2. PROCESSING OF PERSONAL DATA

2.1 The parties agree that with regard to the Processing of Personal Data, Buyer is the Data Controller, Seller is a Data Processor and that Seller may engage Sub-processors pursuant to the requirements set forth in Section 5 "Sub-processors" below.

2.2 Seller shall, in its provision of the Service(s), Process Personal Data in accordance with the requirements of Data Protection Laws and Buyer will ensure that its instructions for the Processing of Personal Data shall comply with Data Protection Laws. Seller shall have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which Buyer acquired Personal Data.

2.3 Seller shall only Process Personal Data on behalf of and in accordance with Buyers instructions and shall treat Personal Data as confidential information. Buyer instructs Seller to Process Personal Data for the following purposes: (i) Processing in accordance with the Agreement and applicable orders; and (ii) Processing to comply with other reasonable instructions provided by Buyer where such instructions are consistent with the terms of the Agreement.

3. RIGHTS OF DATA SUBJECTS

3.1 To the extent Seller, in its provision of the Service(s), does not have the ability to correct, amend, block or delete Personal Data, as required by Data Protection Laws, Seller shall comply with any commercially reasonable request by Buyer to facilitate such actions to the extent Buyer is legally permitted to do so.

3.2 Seller, to the extent legally permitted, promptly notifies Buyer if it receives a request from a Data Subject for access to, correction, amendment or deletion of that person's Personal Data. Seller shall not respond to any such Data Subject request without Buyers prior written consent except to confirm that the request relates to Buyer.

3.3 Seller shall provide Buyer with commercially reasonable cooperation and assistance in relation to handling of a Data Subject's request for access to that person's Personal Data, to the extent legally permitted and to the extent Buyer does not have access to such Personal Data through its use or receipt of the Services.

4. PERSONNEL

4.1 Seller shall ensure that its personnel engaged in the Processing of Personal Data are informed of the confidential nature of the Personal Data, have received appropriate training on their responsibilities and are subject to obligations of confidentiality and such obligations survive the termination of that persons' engagement with Seller.

4.2 Seller shall take commercially reasonable steps to ensure the reliability of any Seller personnel engaged in the Processing of Personal Data.

4.3 Seller shall ensure that access to Personal Data is limited to those personnel who require such access to perform the Agreement.

4.4 Data Protection Officer. Seller may have to appoint a data protection officer where such appointment is required by Data Protection Laws.

5. SUB-PROCESSORS

5.1 Buyer acknowledges and agrees that (a) Seller's Affiliates may be retained as Sub-processors; and (b) Seller and Seller's Affiliates respectively may engage third-party Sub-processors in connection with the provision of the Service(s) in accordance with the terms of the Agreement. Any such Sub-processors will be permitted to obtain Personal Data only to deliver the services Seller has retained them to provide, and they are prohibited from using Personal Data for any other purpose.

5.2 Seller shall be liable for the acts and omissions of its Sub-processors to the same extent Seller would be liable if performing the services of each Sub-processor directly under the terms of this DPA, except as otherwise set forth in the Agreement.

6. SECURITY

6.1 Seller shall maintain administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Personal Data, such measures are set out in Seller Security Practices Document. Seller shall monitor compliance with these safeguards.

6.2 Seller shall obtain third-party certifications and audits as described in Seller Security Practices Document. Upon Buyer's written request at reasonable intervals, Seller shall provide a copy of Seller's then most recent third-party audits or certifications, as applicable, or any summaries thereof that Seller generally makes available to its buyers at the time of such request.

7. SECURITY BREACH MANAGEMENT AND NOTIFICATION

7.1 If Seller becomes aware of any unlawful access to any Personal Data stored on Seller's equipment or in Seller's facilities, or unauthorized access to such equipment or facilities resulting in loss, disclosure, or alteration of Personal Data ("Security Breach"), Seller will promptly: (a) notify Buyer of the Security Breach; (b) investigate the Security Breach and provide Buyer with information about the Security Breach; and (c) take reasonable steps to mitigate the effects and to minimize any damage resulting from the Security Breach.

7.2. Buyer agrees that:

> (i) An unsuccessful Security Breach attempt will not be subject to this Section. An unsuccessful Security Breach attempt is one that results in no unauthorized access to Personal Data or to any of Sellers equipment or facilities storing Personal Data, and may include, without limitation, pings and other broadcast attacks on firewalls or edge servers, port scans, unsuccessful log-on attempts, denial of service attacks, packet sniffing (or other unauthorized access to traffic data that does not result in access beyond IP addresses or headers) or similar incidents; and

> (ii) Seller's obligation to report or respond to a Security Breach under this Section is not and will not be construed as an acknowledgement by Seller of any fault or liability with respect to the Security Breach.

7.3. Notification(s) of Security Breaches, if any, will be delivered to one or more of Buyer's business, technical or administrative contacts by any means Seller selects, including via email.

8. RETURN AND DELETION OF CUSTOMER DATA

Seller shall return Buyer's Data to Buyer and/or delete Buyer Data in accordance with Buyer's procedures and Data Protection Laws and/or consistent with the terms of the Agreement.

9. ADDITIONAL TERMS FOR EU PERSONAL DATA

9.1 The Standard Contractual Clauses in Attachment 1 and the additional terms in this Section 9 will apply to the Processing of Personal Data by Seller in the course of providing the Service(s).

9.1.1 The Standard Contractual Clauses apply only to Personal Data that is transferred from the European Economic Area (EEA) or Switzerland to outside the EEA or Switzerland, either directly or via onward transfer, to any country or recipient: (i) not recognized by the European Commission as providing an adequate level of protection for personal data (as described in the EU Data Protection Directive or Swiss Federal Data Protection Act, as applicable), and (ii) not covered by a suitable framework recognized by the relevant authorities or courts as providing an adequate level of protection for personal data, including but not limited to Binding Corporate Rules for Processors.

9.1.2 The Standard Contractual Clauses apply to (i) the legal entity that has executed the Standard Contractual Clauses as a Data Exporter and, (ii) all Affiliates of Buyer established within the European Economic Area (EEA) and Switzerland that have purchased Services on the basis of an order. For the purpose of the Standard Contractual Clauses and this Section 9, the Buyer and its Affiliates shall be deemed to be "Data Exporters".

9.2 This DPA and the Agreement are Data Exporter's complete and final instructions to Data Importer (as defined in the Attachment 1) for the Processing of Personal Data. Any additional or alternate instructions must be agreed upon separately. For the purposes of Clause 5(a) of the Standard Contractual Clauses, the following is deemed an instruction by the Data Exporter to Process Personal Data: (a) in accordance with the Agreement and applicable orders; and (b) to comply with other reasonable instructions provided by Buyer where such instructions are consistent with the terms of the Agreement.

9.4 Pursuant to Clause 5(h) of the Standard Contractual Clauses, the Data Exporter acknowledges and expressly agrees that Seller's Affiliates may be retained as Sub-processors; and (b) Seller and Seller's Affiliates respectively may engage third-party Sub-processors in connection with the provision of the Services.

9.4.1 Data Importer shall make available to Data Exporter a current list of Sub-processors for the respective Services with the identities of those Sub-processors ("Sub-processor List") on request, such request to be not more than once per annum unless such information is required by reason of an enquiry by a data protection authority.

9.4.3 The parties agree that the copies of the Sub-processor agreements that must be sent by the Data Importer to the Data Exporter pursuant to Clause 5(j) of the Standard Contractual Clauses may have all commercial information, or provisions unrelated to the Standard Contractual Clauses or their equivalent, removed by the Data Importer beforehand; and, that such copies will be provided by Data Importer only upon reasonable request by Data Exporter.

9.5 The parties agree that the audits described in Clause 5(f), Clause 11 and Clause 12(2) of the Standard Contractual Clauses shall be carried out in accordance with the following specifications: Upon Data Exporter's request, and subject to the confidentiality obligations set forth in the

Agreement, Data Importer shall, within a reasonable period following such request, make available to Data Exporter (or Data Exporter's independent, third-party auditor that is not a competitor of Seller) information regarding Seller's compliance with the obligations set forth in this DPA in the form of the third- party certifications and audits it carries out as described in the Agreement and/or the Security Practices Document to the extent Seller makes them generally available to its buyers. Buyer may contact Data Importer to request an on-site audit of the procedures relevant to the protection of Personal Data. Before the commencement of any such on-site audit, Data Exporter and Data Importer shall mutually agree upon the scope, timing, and duration of the audit in addition to the reimbursement rate for which Data Exporter shall be responsible. All reimbursement rates shall be reasonable, taking into account the resources expended by Data Importer. Data Exporter shall promptly notify Data Importer with information regarding any non-compliance discovered during the course of an audit.

9.6 The parties agree that the certification of deletion of Personal Data that is described in Clause 12(1) shall be provided by the Data Importer to the Data Exporter only upon Data Exporter's request.

9.7 In the event of any conflict or inconsistency between this DPA and the Standard Contractual Clauses in Attachment 1, the Standard Contractual Clauses shall prevail.

10. PARTIES TO THIS DPA

The Section "APPLICATION OF THIS DPA" specified which Seller entity is party to this DPA. In addition, Seller is a party to the Standard Contractual Clauses in Attachment 1.

11. LEGAL EFFECT

This DPA shall only become legally binding between Buyer and Seller when the formalities steps set out in the Section "HOW TO EXECUTE THIS DPA" above have been fully completed. If this document has been electronically signed by either party such signature will have the same legal affect as a hand written signature.

Agreed for and on behalf of Seller	Agreed for and on behalf of Buyer
Name: Title: Signature: Date:	Name: Title: Signature: Date:

Commission Decision C(2010)593

Standard Contractual Clauses (processors)

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

Name of the data exporting organisation: Nexteer Automotive Corporation

Address: ....

Tel.: .... ; fax:.................................. ; e-mail: ....

Other information needed to identify the organisation: Not Applicable

…………………………………………………………………

(the data **exporter**)

And

Name of the data importing organisation: ....

Address: ....

Tel.: .... ; fax:.................................. ; e-mail: ....

Other information needed to identify the organisation:

…………………………………………………………………

(the data **importer**)

each a "party"; together "the parties",

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

Clause 1

Definitions

For the purposes of the Clauses:

(a) *'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject' and 'supervisory authority'* shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data[1];

(b) *'the data exporter'* means the controller who transfers the personal data;

(c) *'the data importer'* means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;

(d) *'the subprocessor'* means any processor engaged by the data importer or by any other subprocessor of the data importer who agrees to receive from the data importer or from any other subprocessor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;

(e) *'the applicable data protection law'* means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;

(f) *'technical and organisational security measures'* means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

Clause 2

Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

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[1] Parties may reproduce definitions and meanings contained in Directive 95/46/EC within this Clause if they considered it better for the contract to stand alone.

Clause 3

Third-party beneficiary clause

1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.

2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.

3. The data subject can enforce against the subprocessor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.

4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

Clause 4

Obligations of the data exporter

The data exporter agrees and warrants:

(a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;

(b) that it has instructed and throughout the duration of the personal data processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;

(c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;

(d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;

(e) that it will ensure compliance with the security measures;

(f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;

(g) to forward any notification received from the data importer or any subprocessor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;

(h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for subprocessing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;

(i) that, in the event of subprocessing, the processing activity is carried out in accordance with Clause 11 by a subprocessor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and

(j) that it will ensure compliance with Clause 4(a) to (i).

Clause 5

Obligations of the data importer[2]

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[2] Mandatory requirements of the national legislation applicable to the data importer which do not go beyond what is necessary in a democratic society on the basis of one of the interests listed in Article 13(1) of Directive 95/46/EC, that is, if they constitute a necessary measure to safeguard national security, defence, public security, the prevention, investigation, detection and prosecution of criminal offences or of breaches of ethics for the regulated professions, an important economic or financial interest of the State or the protection of the data subject or the rights and freedoms of others, are not in contradiction with the standard contractual clauses. Some examples of such mandatory requirements which do not go beyond what is necessary in a democratic society are, inter alia, internationally recognised sanctions, tax-reporting requirements or anti-money-laundering reporting requirements.

The data importer agrees and warrants:

(a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(c) that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;

(d) that it will promptly notify the data exporter about:
   (i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation,
   (ii) any accidental or unauthorised access, and
   (iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;

(e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;

(f) at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;

(g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for subprocessing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;

(h) that, in the event of subprocessing, it has previously informed the data exporter and obtained its prior written consent;

(i) that the processing services by the subprocessor will be carried out in accordance with Clause 11;

(j) to send promptly a copy of any subprocessor agreement it concludes under the Clauses to the data exporter.

Clause 6

Liability

1. The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or subprocessor is entitled to receive compensation from the data exporter for the damage suffered.

2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his subprocessor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract of by operation of law, in which case the data subject can enforce its rights against such entity.
The data importer may not rely on a breach by a subprocessor of its obligations in order to avoid its own liabilities.

3. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the subprocessor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the subprocessor agrees that the data subject may issue a claim against the data subprocessor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the subprocessor shall be limited to its own processing operations under the Clauses.

Clause 7

Mediation and jurisdiction

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:

    a. to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;

     b.   to refer the dispute to the courts in the Member State in which the data exporter is established.

2.   The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8

Cooperation with supervisory authorities

1.   The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.
2.   The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any subprocessor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.
3.   The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any subprocessor preventing the conduct of an audit of the data importer, or any subprocessor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5 (b).

Clause 9

Governing Law

The Clauses shall be governed by the law of the Member State in which the data exporter is established, namely Poland (Nexteer Automotive Poland acting as data exporter's designated representative in the European Union for data protection matter under this contract).

Clause 10

Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

Clause 11

Subprocessing

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the subprocessor which imposes the same obligations on the subprocessor as are imposed on the data importer under the Clauses[3]. Where the subprocessor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the subprocessor's obligations under such agreement.

2. The prior written contract between the data importer and the subprocessor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.

3. The provisions relating to data protection aspects for subprocessing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established, namely Poland (Nexteer Automotive Poland acting as data exporter's designated representative in the European Union for data protection matter under this contract).

4. The data exporter shall keep a list of subprocessing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5 (j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

Clause 12

Obligation after the termination of personal data processing services

1. The parties agree that on the termination of the provision of data processing services, the data importer and the subprocessor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of

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[3] This requirement may be satisfied by the subprocessor co-signing the contract entered into between the data exporter and the data importer under this Decision.

the personal data transferred and will not actively process the personal data transferred anymore.

2. The data importer and the subprocessor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data processing facilities for an audit of the measures referred to in paragraph 1.

On behalf of the data exporter:

Name (written out in full):

Position:

Address:

Other information necessary in order for the contract to be binding (if any): Not Applicable

Signature…………………………………….

(stamp of organisation)

On behalf of the data importer:

Name (written out in full):

Position:

Address:

Other information necessary in order for the contract to be binding (if any):

Signature…………………………………….

(stamp of organisation)

APPENDIX 1 TO THE STANDARD CONTRACTUAL CLAUSES

This Appendix forms part of the Clauses and must be completed and signed by the parties.

The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix.

Data exporter

The data exporter is (please specify briefly your activities relevant to the transfer):

……..…………

Data importer

The data importer is (please specify briefly activities relevant to the transfer):

[Supplier to fill in]…….

Data subjects

The personal data transferred concern the following categories of data subjects (please specify):

……

……

Categories of data

The personal data transferred concern the following categories of data (please specify):

……

……

Processing operations

The personal data transferred will be subject to the following basic processing activities (please specify):

……..

……..

EXPORTER

Name:………………………………

Authorised Signature …………………………………

DATA IMPORTER

Name: ……………………………….

Authorised Signature …………………………………

APPENDIX 2 TO THE STANDARD CONTRACTUAL CLAUSES

This Appendix forms part of the Clauses and must be completed and signed by the parties.

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):

[Supplier to fill in]………
………
………
………
………
………

INDEMNIFICATION CLAUSE

Liability

The parties agree that if one party is held liable for a violation of the clauses committed by the other party, the latter will, to the extent to which it is liable, indemnify the first party for any cost, charge, damages, expenses or loss it has incurred.

Indemnification is contingent upon:

(a)   the data exporter promptly notifying the data importer of a claim; and

(b)   the data importer being given the possibility to cooperate with the data exporter in the defence and settlement of the claim.

DATA EXPORTER

Name:………………………………………

Authorised Signature ……………………………………….

DATA IMPORTER

Name: …………………………………..

Authorised Signature ……………………