

PRIVACY AND DATA PROTECTION APPENDIX (PDPA)

This Privacy and Data Protection Appendix (PDPA) forms part of the Contract Document and is entered into by [REDACTED] (BAKER HUGHES) on behalf of itself and on behalf of, and for the benefit of, any Baker Hughes Affiliate that is permitted to use the goods, services and/or deliverables provided by Supplier pursuant to the Contract Document but is not a direct party to the Contract Document. Any such Baker Hughes Affiliate shall be entitled to all of the rights and interests of [REDACTED] under this PDPA and may enforce this PDPA in its own name; and Supplier acting on its behalf and as agent for each Supplier affiliate. This PDPA sets forth obligations with respect to the processing and security of BAKER HUGHES information and Personal Data in connection with services provided to BAKER HUGHES under the Contract Document.

In the event of inconsistency or conflict between this PDPA and the Contract Document with respect to a subject covered by this PDPA, the provision requiring the higher level of protection for any Personal Data or other BAKER HUGHES information governed by this PDPA shall prevail. The requirements in this PDPA are in addition to any confidentiality obligations between BAKER HUGHES and the Supplier under the Contract Document. BAKER HUGHES or the applicable BAKER HUGHES Affiliate responsible for the protection of any of the Personal Data or other BAKER HUGHES information governed by this PDPA may enforce the terms of this PDPA. References in this PDPA to BAKER HUGHES shall be deemed to include references to BAKER HUGHES affiliates. This PDPA is also applicable when a Supplier affiliate is providing goods, services and/or deliverables under the Contract Document directly, in its own name, in which event Supplier's agreement to the terms of this PDPA is also given on behalf of such Supplier affiliate; and Supplier warrants that it has the power and authority to do so. As used herein, "Supplier" shall mean Supplier and each Supplier affiliate, collectively.

If the Supplier and BAKER HUGHES are parties to a frame agreement, such as a Master Services Agreement, Master Hosted Services Agreement or other frame agreement governing the purchase of goods, services and/or deliverables by BAKER HUGHES and/or BAKER HUGHES Affiliates, then this PDPA (i) shall be deemed an appendix to, and shall form a part of, such frame agreement, and (ii) shall apply to each purchase order, task order, order form, statement of work or other Contract Document entered into between BAKER HUGHES and Supplier, or their respective affiliates, pursuant to such frame agreement. For the purposes of a purchase order, task order, order form, statement of work or other Contract Document entered into by a BAKER HUGHES Affiliate or a Supplier affiliate pursuant to such frame agreement, the terms "BAKER HUGHES" and "Supplier" in this PDPA shall be deemed to mean the applicable BAKER HUGHES Affiliate and/or Supplier affiliate named as a party in such Contract Document.

This PDPA supersedes any previous version of PDPA entered into between BAKER HUGHES and Supplier or other referenced links to a PDPA in a Contract Document.

Supplier and each Supplier affiliate shall comply with all applicable Data Protection Laws in the processing of BAKER HUGHES Confidential Information.

SECTION I – DEFINITIONS

The following definitions and rules of interpretation apply in this PDPA.

Any words following the terms "including", "include", "e.g.", "for example" or any similar expression are for illustration purposes only.

- (i) **Contract Document** means the relevant agreement, contract, statement of work, task order, purchase order or other document governing the provision of goods, services and/or deliverables by Supplier to BAKER HUGHES.
- (ii) **Controlled Data** is technical or government information with distribution and/or handling requirements proscribed by law, including but not limited to controlled unclassified information and license required export-controlled data, which is provided by BAKER HUGHES to the Third Party in connection with performance of the Contract Document.
- (iii) **Data Protection Laws** means the European Data Protection Laws, UK Data Protection Laws and, to the extent applicable, the data protection or privacy laws of any other country.
- (iv) **BAKER HUGHES Affiliate** means any entity (including joint ventures, corporations, limited liability companies, partnerships, limited partnerships, business trusts or other entities, subsidiaries, businesses, operating divisions, units or Profit & Loss units of them) that directly, or indirectly through one or more intermediaries, controls, is controlled by or under common control with BAKER HUGHES, whether now existing, or subsequently created or acquired.
- (v) **BAKER HUGHES Confidential Information** is information created, collected, or modified by BAKER HUGHES that would pose a risk of causing harm to BAKER HUGHES if disclosed or used improperly, and is provided and identified as such to the Supplier under the Contract Document. BAKER HUGHES Confidential Information includes Highly Confidential, Personal, Controlled, or Sensitive Personal Data.
- (vi) **BAKER HUGHES Highly Confidential Information** is BAKER HUGHES Confidential Information that BAKER HUGHES identifies as "highly confidential" in the Contract Document, or that BAKER HUGHES identifies as "Restricted," "Highly Confidential," or similar at the time of disclosure.

- (vii) **BAKER HUGHES Information System(s)** means any systems and/or computers managed by BAKER HUGHES, which includes laptops and network devices.
- (viii) **"EU Controller to Controller SCCs"** means Module 1 of the EU Standard Contractual Clauses.
- (ix) **"EU Controller to Processor SCCs"** means the Module 2 of the EU Standard Contractual Clauses.
- (x) **EU/EEA Restricted Transfer** means a transfer of Personal Data by BAKER HUGHES to the Supplier (or any onward transfer), in each case, where such transfer would be prohibited by European Data Protection Laws in the absence of the protection for the transferred Personal Data provided by the EU Standard Contractual Clauses.
- (xi) **European Data Protection Laws** means the EU General Data Protection Regulation 2016/679 of the European Parliament and of the Council ("GDPR"); and laws implementing or supplementing the GDPR.
- (xii) **"EU Standard Contractual Clauses"** means the standard contractual clauses set out in the Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council, as amended or replaced from time to time by a competent authority under the relevant Data Protection Laws.
- (xiii) **"UK Data Protection Laws"** means all laws relating to data protection, the processing of personal data, privacy and/or electronic communications in force from time to time in the UK, including the UK GDPR and the Data Protection Act 2018.
- (xiv) **"UK GDPR"** means the United Kingdom General Data Protection Regulation, as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018.
- (xv) **"UK IDTA"** means the International Data Transfer UK Addendum to the EU Standard Contractual Clauses issued by the UK Information Commissioner under section 119A(1) Data Protection Act 2018.
- (xvi) **UK Restricted Transfer** means a transfer of Personal Data by BAKER HUGHES to the Supplier (or any onward transfer), in each case, where such transfer would be prohibited by UK Data Protection Laws in the absence of the protection for the transferred Personal Data provided by the UK IDTA.
- (xvii) **Mobile Devices** means tablets, smartphones and similar devices running mobile operating systems. Laptops are not considered Mobile Devices.
- (xviii) **Personal Data** means any information related to an identified or identifiable natural person (Data Subject), as defined under applicable law Processed in connection with the Contract Document. Legal entities are Data Subjects where required by law.
- (xix) **"Personal Data Breach"** has the meaning described in Data Protection Laws.
- (xx) **Process(ing)** means to perform any operation or set of operations upon BAKER HUGHES Confidential Information, whether or not by automatic means, including, but not limited to, collecting, recording, organizing, storing, adapting or altering, retrieving, accessing, consulting, using, disclosing by transmission, disseminating, or otherwise making available, aligning or combining, blocking, erasing or destroying.
- (xxi) **Restricted Transfer(s)** means either *EU/EEA Restricted Transfer*, *UK Restricted Transfer* and/or *Switzerland Restricted Transfer*
- (xxii) **Security Incident** means any event in which BAKER HUGHES Confidential Information is or is suspected to have been lost, stolen, improperly altered, improperly destroyed, used for a purpose not permitted under the Contract Document or this PDPA, or where a Baker Hughes Information System or Confidential Information is accessed by any person other than Supplier Personnel pursuant to the Contract Document or this PDPA.
- (xxiii) **Sensitive Personal Data** is a category of Personal Data considered to be especially sensitive and includes medical records and other personal health information, including protected health information (PHI), as defined in and subject to the U.S. Health Insurance and Portability Act of 1996; personal bank account and payment card information and other financial account information; customer bank account and payment card information; national identifiers; and special categories of data under applicable law (such as racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic and biometric data, home life and sexual orientation).
- (xxiv) **Supplier** is the entity or affiliate entity providing goods, services and/or deliverables to BAKER HUGHES pursuant to the Contract Document. Supplier may also be referred to as Third Party.
- (xxv) **Supplier Information System(s)** means any Supplier system(s) and/or computer(s) used to Process, Store, Transmit and/or Access BAKER HUGHES Confidential Information pursuant to the Contract Document, which includes laptops and network devices.
- (xxvi) **Supplier Personnel** means all persons or entities providing services and/or deliverables under the Contract Document, including Supplier's employees, permitted affiliates and third parties (for example, suppliers, contractors, subcontractors, and agents), as well as anyone directly or indirectly employed, engaged or retained by any of them.
- (xxvii) **"Switzerland Restricted Transfer"** means an international transfer of Personal Data from Switzerland which: (i) is made between the Parties to, or within a Party to, this PDPA; and (ii) would at the time of the international transfer, be prohibited by applicable Data Protection Laws in Switzerland in the absence of the protection for the transferred Personal Data provided by the relevant EU Standard Contractual Clauses (as amended for pursuant to this PDPA).
- (xxviii) **Trusted Third Party Network Connection** is a physically isolated segment of the Third-Party network connected to BAKER HUGHES internal network in a manner identical to a standard BAKER HUGHES office.

“Lower case terms” used but not defined in this PDPA, such as “controller”, “processor” and “data subject” will have the same meaning as set forth in Article 4 of the GDPR, irrespective of whether GDPR applies.”

SECTION II – INFORMATION SECURITY REQUIREMENTS *This Section II applies whenever a Supplier and/or Supplier Personnel Processes BAKER HUGHES Confidential Information, has access to a BAKER HUGHES Information System in connection with the Contract Document, or provides certain services to BAKER HUGHES. Capitalized terms used in this Section II and not defined in this PDPA shall have the meaning given to them in the BAKER HUGHES Third Party Security Requirements referenced herein.*

Part A: Security Controls

Supplier shall comply with the BAKER HUGHES Third Party Security Requirements (available at <https://www.bakerhughes.com/suppliers>), as applicable to the service, products and/or deliverables provided by the Supplier under the Contract Document, if Supplier will

1. process BAKER HUGHES Confidential Information, including hosting applications or providing a cloud computer platform,
2. have access to a BAKER HUGHES Information System or a Trusted Third-Party Network Connection,
3. develop software for BAKER HUGHES,
4. provide data center facility services,
5. support one or multiple critical business functions as defined by BAKER HUGHES,
6. have high availability requirements or the Third Party’s service/application has high availability requirements as defined by BAKER HUGHES,
7. leverage virtualization, is responsible for the management of the virtual machine image and/or hypervisor, and Processes BAKER HUGHES Highly Confidential Information, Confidential Information, Controlled Data, or Sensitive Personal Data, and/or
8. provide a product that includes executable binary code.

Part B: Security Incidents

1. Supplier shall notify BAKER HUGHES without undue delay after becoming aware of any Security Incident or suspected Security Incident experienced by Supplier (which includes any personal data breach). Supplier shall report Security Incidents to BAKER HUGHES’s Cyber Incident Response Team via phone at toll-free: 1 (800) 819-9630 or international: +1 (713) 489-6711 or via the web portal at: <https://www.bakerhughes.com/contact-us>. Supplier shall cooperate with BAKER HUGHES in its investigation of an incident and provide BAKER HUGHES a detailed description of the Security Incident, the type of data that was the subject of the Security Incident, the identity of each affected person, and any other information BAKER HUGHES reasonably requests, as soon as such information can be collected or otherwise becomes available.
2. Unless prohibited by law, Supplier shall provide BAKER HUGHES reasonable notice of, and the opportunity to comment on and approve, the content of any notice related to a Security Incident prior to publication or communication to any third party, except BAKER HUGHES shall not have the right to reject content in a security notice that must be included to comply with applicable law.
3. Should BAKER HUGHES elect to send a security notice regarding a Security Incident, Supplier shall provide reasonable and timely information relating to the content and distribution of that security notice as permitted by applicable law or regulation pursuant to the security notice.
4. Other than approved security notices, or to law enforcement or as otherwise required by law, Supplier may not make any public statements concerning BAKER HUGHES’s involvement with a Security Incident to any third-party without explicit prior written authorization of BAKER HUGHES’s Legal Department.

Part C: BAKER HUGHES Audit Rights

BAKER HUGHES reserves the right to conduct an audit, upon 30 days advance notice, of Supplier’s compliance with the requirements in this PDPA, including but not limited to: (i) review of the Supplier’s applicable policies, processes, and procedures, (ii) review of the results of Supplier’s most recent vulnerability assessment and accompanying remediation plans, and (iii) on-site assessments during regular business hours of Supplier’s physical security arrangements and Supplier Information Systems. BAKER HUGHES reserves the right to conduct an Application Vulnerability Assessment if Supplier’s vulnerability assessments do not meet or exceed BAKER HUGHES application security requirements. This right shall survive termination or expiration of the Contract Document so long as Supplier Processes BAKER HUGHES Confidential Information.

Subject to the confidentiality provisions of the Contract Document, BAKER HUGHES or its representative may review, audit, monitor, intercept, access, and disclose any information provided by Supplier that is Processed or stored on BAKER HUGHES Information Systems or on BAKER HUGHES Mobile Devices accessing the BAKER HUGHES network.

Part D: Additional Regulatory Requirements

In the event Supplier Processes BAKER HUGHES Confidential Information that is subject to additional regulatory requirements, or in a manner subject to additional regulatory requirements, Supplier agrees to provide assistance to BAKER HUGHES for BAKER HUGHES's compliance with such requirements. Such assistance may include, without limitation, execution of additional agreements required by applicable law (e.g., EU Standard Contractual Clauses, U.S. Protected Health Information Agreement), compliance with additional security requirements, completion of regulatory filings applicable to Supplier, and participation in regulatory audits.

Part E: Supplier Personnel

Supplier is responsible for compliance with this PDPA by all Supplier Personnel. Prior to providing access to any BAKER HUGHES Confidential Information to any Supplier Personnel, Supplier must obligate them to comply with applicable requirements of the Contract Document and this PDPA. Supplier shall take reasonable steps to ensure continuing compliance by such Supplier Personnel. Supplier may not appoint any third party engaged in providing services and/or deliverables under the Contract Document without the prior written consent of BAKER HUGHES. Where such consent has been given, any change of such third party requires BAKER HUGHES's prior written approval.

The SECTION III only applies whenever a Supplier and/or its Supplier Personnel Process Personal Data as processor in connection with the Contract Document.

SECTION III – PRIVACY & DATA PROTECTION PROCESSOR PROVISIONS

1. **Processing.** Supplier will, and will ensure that all of its Supplier Personnel will:
 - (a) only Process Personal Data on, and in compliance with, BAKER HUGHES's written instructions which may be set out in a Contract Document or otherwise issued from time to time, unless processing is required by UK, EU or EU Member State law or any other applicable Data Protection Laws to which the Supplier is subject, in which case Supplier shall inform BAKER HUGHES of that legal requirement before such processing, unless that law prohibits such information on important grounds of public interest. Where Supplier believes that any BAKER HUGHES instruction violates the terms of the Contract Document or applicable law, unless prohibited from doing so by applicable law, Supplier must inform BAKER HUGHES without undue delay before performing such instruction;
 - (b) process all Personal Data fairly and lawfully and in accordance with all laws applicable to Supplier's activities concerning Personal Data governed by this PDPA; and
 - (c) where BAKER HUGHES has provided prior written approval for direct collection (including where expressly provided in the Contract Document), comply with applicable Data Protection Laws and regulations, including provisions concerning notice, consent, access and correction/deletion; any notices to be provided and any consent language to be used when collecting such information directly from a Data Subject are subject to BAKER HUGHES's prior and written approval.
2. **Inquiries.** Unless prohibited by law, Supplier shall notify BAKER HUGHES promptly of any subpoena or other legal requirement prior to disclosure, so that Baker Hughes may seek a protective order or take other appropriate steps to protect its information. If disclosure must be made, limiting any disclosure only to the specific confidential information that is legally required to be disclosed and, unless prohibited by law, act only upon BAKER HUGHES's instruction concerning any request by a third party for disclosure of Personal Data or for information concerning Supplier's Processing of Personal Data.
3. **Confidentiality & Information Security.** Supplier shall comply with Section II above if Supplier Processes Personal Data in connection with the Contract Document. Supplier shall limit disclosure of or access to Personal Data to its Supplier Personnel who have legitimate business need-to-know relating to this Contract Document, and who have received proper training and instruction as to the requirements of the Contract Document (such as confidentiality requirements) and this PDPA.
4. **Return of Personal Data and Termination.** Supplier shall, within thirty (30) days of termination of the Contract Document, or if requested during the term of the Contract Document, cease all Processing of Personal Data and return to BAKER HUGHES all copies of Personal Data. In lieu of returning copies, BAKER HUGHES may, at its sole discretion, require Supplier to destroy all copies of Personal Data, using agreed upon methods to ensure such Personal Data is not recoverable, and certify to such destruction. Supplier may continue to retain Personal Data beyond the period prescribed in this section above where required by law, or in accordance with the Contract Document and/or applicable regulatory or industry standards, provided that (i) Supplier notifies BAKER HUGHES prior to the Contract Document's termination or expiration of the obligation, including the specific reasons for such retention; (ii) Supplier has a documented retention period and secure deletion procedure for such copies, with back-up copies retained only to the end of their legally required retention period; (iii) following such period, all copies and back-up copies are deleted in such a manner that they are not recoverable; (iv) Supplier performs no Processing of Personal Data other than that necessitated by retaining or deleting the relevant copies; and (v) Supplier continues to comply with all the requirements of this PDPA in relation to any such retained Personal Data until the

same is securely deleted. Termination or expiration of the Contract Document for any reason shall not relieve the Supplier from obligations to continue to protect Personal Data in accordance with the terms of the Contract Document, this PDPA and applicable law.

5. **Supplier Personal Data.** BAKER HUGHES may require Supplier to provide certain Personal Data such as the name, address, telephone number, and e-mail address of Supplier's representatives to facilitate the performance of the Contract Document, and BAKER HUGHES and its contractors may store such data in databases located and accessible globally by their personnel and use it for necessary purposes in connection with the performance of the Contract Document, including but not limited to Supplier payment administration. BAKER HUGHES will be the Controller of this data for legal purposes and agrees to use reasonable technical and organizational measures to ensure that such information is processed in conformity with applicable Data Protection Laws. Supplier may obtain a copy of the Supplier personal information by written request or submit updates and corrections by written notice to BAKER HUGHES. BAKER HUGHES will comply at all times with the privacy notice posted on its website.
6. Upon request, Supplier shall provide BAKER HUGHES with all information necessary to demonstrate Supplier's compliance with applicable law including Data Protection Laws.

7. **Sub-processing**

- (a) Subject to Section II, Part E, the Supplier has BAKER HUGHES' general authorisation for the engagement of sub-processors from the list set out at Appendix 4, provided that the Supplier shall:
 - i include terms in the contract between the Supplier and its processor that provides for in substance, the same data protection obligations as those binding the data importer under this PDPA when processing Personal data;
 - ii provide, at BAKER HUGHES' request, a copy of the agreement between the Supplier and its processor;
 - iii remain fully liable to BAKER HUGHES for any act or omission of the processor;
 - iv the Supplier shall notify BAKER HUGHES of any failure by the processor to fulfil its obligations under that contract.

(b) The Supplier shall specifically inform BAKER HUGHES in writing of any intended changes to list at Appendix 4 through the addition or replacement of subprocessors at least 30 days in advance, thereby giving BAKER HUGHES sufficient time to be able to object to such changes prior to the engagement of the sub-processor(s). The data importer shall provide the data exporter with the information necessary to enable the data exporter to exercise its right to object. In the event that BAKER HUGHES reasonably objects, then Supplier shall suspend the appointment of the processor.

8. **EU/EEA/UK and Switzerland Restricted Transfers from Baker Hughes to Supplier**

This part applies whenever a Supplier and/or its Supplier Personnel established in third countries which do not ensure an adequate level of data protection and process Personal Data as processor in connection with the Contract Document where BAKER HUGHES acts as an exporter of Personal Data:

- (a) In respect of any EU/EEA Restricted Transfer, BAKER HUGHES (as "data exporter") and Supplier (as "data importer") with effect from the commencement of the relevant transfer hereby enter into the EU Controller to Processor SCCs (<https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32021D0914&from=EN>) as amended or replaced from time to time following an amendment or replacement by a competent authority under the relevant Data Protection Laws. By signing this PDPA, BAKER HUGHES and Supplier shall be deemed to have signed and accepted the EU Controller to Processor SCCs and:
 - i **Clause 7** – Docking clause of the EU Controller to Processor SCCs shall apply;
 - ii **Clause 9** – Use of subprocessors of the EU Controller to Processor SCCs "Option 2" shall apply and the "time period" shall be 30 days;
 - iii **Clause 11(a)** – Redress of the EU Controller to Processor SCCs, the optional language shall not apply;
 - iv **Clause 13(a)** – Supervision of EU Controller to Processor SCCs, the following shall be inserted: Where the data exporter is established in an EU Member State: The supervisory authority with responsibility for ensuring compliance by the data exporter with Regulation (EU) 2016/679 as regards the data transfer, as indicated in Annex I.C, shall act as competent supervisory authority.
 - v **Clause 17** – Governing law of the EU Controller to Processor SCCs. These Clauses shall be governed by the law of the EU Member State in which the data exporter is established. Where such law does not allow for third-party beneficiary rights, they shall be governed by the law of another EU Member State that does allow for third-party beneficiary rights. The Parties agree that this shall be the law of Germany.

- vi **Clause 18** – Choice of forum and jurisdiction of the EU Controller to Processor SCCs the Member State shall be the Member State law in which the exporting BAKER HUGHES entity is established.
 - vii Annex I of the EU Controller to Processor SCCs shall be deemed to be pre-populated with the relevant sections of Appendix 2 to this PDPA and the processing operations are deemed to be those described in the Contract Document;
 - viii Annex II of the EU Controller to Processor SCCs shall be deemed to be pre-populated with the relevant sections of Appendix 3 to this PDPA.
 - ix Annex III of the EU Controller to Processor SCCs shall be deemed to be pre-populated with the relevant sections of Appendix 4 to this PDPA.
- (b) In respect of any UK Restricted Transfer, BAKER HUGHES (as "data exporter") and Supplier (as "data importer") with effect from the commencement of the relevant transfer hereby enter into the EU Controller to Processor SCCs (as set out above), and the EU Controller to Processor SCCs shall be read in accordance with, and deemed amended by, the provisions of Part 2 (Mandatory Clauses) of the UK IDTA (<https://ico.org.uk/media/for-organisations/documents/4019483/international-data-transfer-addendum.pdf>), and the Parties confirm that the information required for the purposes of Part 1 (Tables) of the UK IDTA is set out in the Agreement.
- (c) In respect of any Switzerland Restricted Transfer BAKER HUGHES (as "data exporter") and Supplier (as "data importer") with effect from the commencement of the relevant transfer hereby amend the EU Controller to Processor SCCs (<https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32021D0914&from=EN>), with the following provisions which in case of conflict with the provisions of the EU Controller to Processor SCCs shall prevail:
- i Scope of "personal data" (Clause 1.c / Annex I.B): In addition to personal data pertaining to individuals, these amended Standard Contractual Clauses (Clauses) shall be applicable to and protect personal data pertaining to legal entities as well, if and to the extent such personal data pertaining to legal entities is within the scope of the Swiss Federal Act on Data Protection (CH-DPA).
 - ii Competent supervisory authority (Clause 13 / Annex I.C): To the extent the transfer of personal data as specified in Annex I.B is subject to the CH-DPA, the Swiss Federal Data Protection and Information Commissioner (FDPIC) shall act as the competent supervisory authority. To the extent the transfer of personal data as specified in Annex I.B is subject to the GDPR, the supervisory authority of the Member State in which the Swiss data exporter's EU representative according to GDPR 27.1 is established shall act as competent supervisory authority.
 - iii Governing law (Clause 17): These Clauses shall be governed by the law of Switzerland.
 - iv Choice of forum and jurisdiction (Clause 18.a/b): Any dispute arising from these Clauses shall be resolved by the courts of Switzerland.
 - v Data subject jurisdiction (Clause 18.c): The term "Member State" shall not be interpreted in such a way as to exclude data subjects in Switzerland from the possibility of pursuing their rights at their place of habitual residence (Switzerland) in accordance with clause 18.c. Accordingly, data subjects with their place of habitual residence in Switzerland may also bring legal proceedings before the competent courts in Switzerland.
9. **Onward International Transfers & Hosting Locations.** Supplier must receive approval from BAKER HUGHES prior to (i) moving Personal Data from the hosting jurisdictions identified in the Contract Document and/or Appendix 4 to a different hosting jurisdiction; or (ii) provisioning remote access to such Personal Data from any location other than such hosting jurisdictions identified in the Contract Document; or (iii) transferring Personal Data outside of the European Economic Area or the UK; where BAKER HUGHES approves, such approval may be subject to conditions including the execution of additional agreements to facilitate compliance with applicable law (including the Supplier entering into Module 3 of the EU Standard Contractual Clauses).
10. **General obligations.**
The Supplier shall ensure it:
- (a) ensures that persons authorised to process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
 - (b) takes all measures required with respect to security of processing/technical and organizational measures. This includes protecting the Personal Data against a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access to the data. In assessing the appropriate level of security, the Supplier shall take due account of the state of the art, the costs of implementation, the nature, scope, context and purposes of processing and the risks involved for the data subjects;

- (c) promptly notify BAKER HUGHES if it receives a request from a data subject under Data Protection Laws in respect of Personal Data (including full details and copies of the complaint, communication or request), and provide full co-operation and support to BAKER HUGHES, consistent with the functionality of services or applications provided under the Contract Document, to comply with any data subject requests to exercise their rights under applicable Data Protection Laws. The Supplier shall not respond to the request itself, unless authorised to do so by BAKER HUGHES;
- (d) maintain a record of its processing activities conducted for and on behalf of Baker Hughes. Such a record shall contain: (i) the categories of processing carried out on behalf of BAKER HUGHES; (ii) details of EU/EEA Restricted Transfers or UK Restricted Transfers of Personal Data including the identification of the country or international organisation that the Personal Data is transferred to and record of the safeguards the Supplier has put in place to ensure that the transfer will be in accordance with Data Protection Laws. The Supplier shall make this record available to BAKER HUGHES within 48 hours of receiving such a request;
- (e) when applicable, assist BAKER HUGHES with ensuring compliance with Articles 32 to 36 of the GDPR and/or UK GDPR.
- (f) is taking into account the nature of the processing, assists BAKER HUGHES by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of BAKER HUGHES' obligation to respond to requests for exercising the data subject's rights;
- (g) assists BAKER HUGHES in ensuring compliance with the data protection obligations taking into account the nature of processing and the information available to the Supplier; in particular security of processing, preparation of data protection impact assessments (where required), any required breach notification to data protection authorities and data subjects, obtaining approval for Processing from data protection authorities where required;
- (h) in accordance with SECTION III, 4at the choice of BAKER HUGHES, deletes or returns all the personal data to BAKER HUGHES after the end of the provision of services relating to processing, and deletes existing copies unless **Data Protection Laws** requires storage of the personal data;
- (i) makes available to BAKER HUGHES all information necessary to demonstrate compliance with the obligations laid down in Data Protection Laws and this PDPA and allow for and contribute to audits, including inspections, conducted by BAKER HUGHES or another auditor mandated by BAKER HUGHES.

With regard to point (i) of the above, the Supplier shall immediately inform BAKER HUGHES if, in its opinion, an instruction infringes any applicable law including GDPR or other **Data Protection Laws**.

11. Where Supplier engages another processor for carrying out specific processing activities on behalf of BAKER HUGHES, the same data protection obligations as set out in the contract between BAKER HUGHES and Supplier shall be imposed on that other processor (sub-processor) by way of a contract or other legal act under any applicable law including **Data Protection Laws**, in particular providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements any applicable law including **Data Protection Laws**. Where that other processor (sub-processor) fails to fulfil its data protection obligations, the Supplier (initial processor) shall remain fully liable to BAKER HUGHES for the performance of that other processor's obligations.
12. Supplier shall notify BAKER HUGHES's Cyber Incident Response Team at the contact details provided in SECTION II Part B, 1) without undue delay after becoming aware of a Personal Data breach/any Security Incident involving the Processing of Personal Data. To the extent an incident is a Personal Data Breach or a Security Incident involving the processing of Personal Data, the Supplier shall provide BAKER HUGHES with sufficient information to allow BAKER HUGHES to meet any obligations to assess and report the incident under the Data Protection Laws which may be provided in stages as it becomes available to Supplier and shall include the following: (a) a description of the nature of the Personal Data Breach, including details of any sub-processors involved, the categories and numbers of data subjects concerned, and the categories and numbers of BAKER HUGHES Personal Data records concerned; (b) the name and contact details of Supplier's data protection officer or other relevant contact from whom more information may be obtained; (c) the likely consequences of the Personal Data Breach; and (d) the measures taken or proposed to be taken to address the Personal Data Breach.
13. Appendix 1 sets out certain information regarding the Supplier's processing of Personal Data. Supplier shall process the Personal Data only for the specific purposes of the processing as set out in Appendix 1, unless it receives further instructions from BAKER HUGHES and Processing by Supplier shall only take place for the duration specified in Appendix 1. As between the parties, nothing in Appendix 1 confers any right or imposes any obligation on either party.

The SECTION IV only applies whenever a Supplier and/or its Supplier Personnel Process Personal Data as controller in connection with the Contract Document.

SECTION IV– PRIVACY & DATA PROTECTION CONTROLLER PROVISIONS

14. Controller obligations. Supplier shall:

- (a) only process Personal Data in order to perform its obligations under the Contract Document;
- (b) provide information to affected data subjects required under Data Protection Laws to ensure sufficient transparency of its processing of the Personal Data;
- (c) ensure that any person acting under its authority in relation to the Personal Data, including a processor, is appointed in accordance with Data Protection Law and shall only process personal data on Supplier's instructions;
- (d) notify BAKER HUGHES's Cyber Incident Response Team at the contact details provided in SECTION II Part B, 1) as soon as reasonably practicable upon becoming aware of a Personal Data Breach affecting Personal Data, not refer to BAKER HUGHES in any notification of such breach to a supervisory authority or third party unless required to do so by law, and, where reasonably practicable, provide a copy of any proposed notification and consider in good faith any comments made by BAKER HUGHES before notifying the Personal Data Breach to any third parties;
- (e) in the event of a Personal Data Breach, take appropriate measures to address the Personal Data Breach, including measures to mitigate its possible adverse effect and document all relevant facts relating to the Personal Data Breach, including its effects and any remedial actions taken, and keep a record of this;
- (f) where the Personal Data is no longer required for the performing its obligations under the Contract Document, securely delete the Personal Data, including deleting all existing copies, unless applicable Data Protection Laws require its retention;
- (g) to the extent that Supplier engages third parties in an arrangement that involves an EU/EEA Restricted Transfer or a UK Restricted Transfer, Supplier shall ensure that an adequate safeguard is in place between the Supplier and the third party to protect the transferred Personal Data in compliance with Data Protection Laws. Supplier shall make available evidence of such safeguard to BAKER HUGHES on reasonable request.

15. EU/EEA/UK/Switzerland Restricted Transfers. This part applies whenever a Supplier and/or its Supplier Personnel established in third countries which do not ensure an adequate level of data protection and process Personal Data as controller in connection with the Contract Document where BAKER HUGHES acts as an exporter of Personal Data:

In respect of any EU/EEA Restricted Transfer, BAKER HUGHES (as "data exporter") and Supplier and (as "data importer"), with effect from the commencement of any relevant transfer, hereby enter into the EU Controller to Controller SCCs (<https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32021D0914&from=EN>) as amended or replaced from time to time following an amendment or replacement by a competent authority under the relevant Data Protection Laws. By signing this PDPA, BAKER HUGHES and Supplier shall be deemed to have signed and accepted the EU Controller to Controller SCCs and:

- (a) **Clause 7 – Docking clause** of the EU Controller to Controller SCCs shall apply;
- (b) **Clause 11(a)** – Redress of the EU Controller to Controller SCCs, the optional language shall not apply;
- (c) **Clause 13(a)** – Supervision of EU Controller to Controller SCCs, the following shall be inserted: The supervisory authority with responsibility for ensuring compliance by the data exporter with Regulation (EU) 2016/679 as regards the data transfer, as indicated in Annex I.C, shall act as competent supervisory authority;
- (d) **Clause 17 – Governing law** of the EU Controller to Controller SCCs "Option 1" shall apply and the "Member State" shall be EU Member State in which the data exporter is established;
- (e) **Clause 18 – Choice of forum and jurisdiction** of the EU Controller to Controller SCCs the Member State shall be the jurisdiction of the EU Member State in which the data exporter is established;
- (f) Annex I of the EU Controller to Controller SCCs shall be deemed to be pre-populated with the relevant sections of Appendix 2 to this DPA and the processing operations are deemed to be those described in the Principal Agreement;
- (g) Annex II of the EU Controller to Controller SCCs shall be deemed to be pre-populated with the relevant sections of Appendix 3 to this DPA.
- (h) In respect of any UK Restricted Transfer, BAKER HUGHES (as "data exporter") and Supplier (as "data importer") with effect from the commencement of the relevant transfer hereby enter into the EU Controller to Controller SCCs EU Controller to Controller SCCs (as set out above), and the EU Controller to Controller SCCs shall be read in accordance with, and deemed amended by, the provisions of Part 2 (Mandatory Clauses) of the UK IDTA (<https://ico.org.uk/media/for-organisations/documents/4019483/international-data-transfer-addendum.pdf>), and the Parties confirm that the information required for the purposes of Part 1 (Tables) of the UK IDTA is set out in the Agreement. .
- (i) In respect of any Switzerland Restricted Transfer BAKER HUGHES (as "data exporter") and Supplier (as "data importer") with effect from the commencement of the relevant transfer hereby amend the EU Controller to Controller SCCs (

<https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32021D0914&from=EN>), with the following provisions which in case of conflict with the provisions of the EU Controller to Controller SCCs shall prevail:

- i Scope of "personal data" (Clause 1.c / Annex I.B): In addition to personal data pertaining to individuals, these amended Standard Contractual Clauses (Clauses) shall be applicable to and protect personal data pertaining to legal entities as well, if and to the extent such personal data pertaining to legal entities is within the scope of the Swiss Federal Act on Data Protection (CH-DPA).
- ii Competent supervisory authority (Clause 13 / Annex I.C): To the extent the transfer of personal data as specified in Annex I.B is subject to the CH-DPA, the Swiss Federal Data Protection and Information Commissioner (FDPIC) shall act as the competent supervisory authority. To the extent the transfer of personal data as specified in Annex I.B is subject to the GDPR, the supervisory authority of the Member State in which the Swiss data exporter's EU representative according to GDPR 27.1 is established shall act as competent supervisory authority.
- iii Governing law (Clause 17): These Clauses shall be governed by the law of Switzerland.
- iv Choice of forum and jurisdiction (Clause 18.a/b): Any dispute arising from these Clauses shall be resolved by the courts of Switzerland.
- v Data subject jurisdiction (Clause 18.c): The term "Member State" shall not be interpreted in such a way as to exclude data subjects in Switzerland from the possibility of pursuing their rights at their place of habitual residence (Switzerland) in accordance with clause 18.c. Accordingly, data subjects with their place of habitual residence in Switzerland may also bring legal proceedings before the competent courts in Switzerland

IN WITNESS WHEREOF, this PDPA is entered into and becomes a binding part of each Contract Document with effect from the Date Signed below

BAKER HUGHES

Supplier

Signature

Signature

Name

Name

Title

Title

Date Signed

Date Signed

APPENDIX 1 – DESCRIPTION OF PROCESSING

Subject matter and duration of the processing of the Personal Data: The subject matter and duration of the Processing of the Personal Data are set out in the Contract Document.

The nature and purpose of the processing of the Personal Data: The nature and purpose of the processing of Personal Data are set out in the Contract Document.

Categories of Data Subjects

Job applicants; Baker Hughes Workforce (Employees and former employees, Employee Dependents); Individual Contractors and temporary workers; Customer Representative; Supplier Representative; Channel Partner Representative; Visitors (web visitor, onsite visitors, event attendees); Shareholders; Other Stakeholders (e.g., Community Members, Research Participants)

Types of Personal Data

- Audio, Visual, and other Sensory Information (e.g., audio, video recordings)
- Authentication Information (e.g., work issued ID, user ID)
- Background and Criminal Information (e.g., criminal history, background check results)
- Biometric Information (e.g., fingerprints, keystroke patterns)
- Communication and Collaboration Information (e.g., call-logs, emails, instant messaging)
- Contact Information (e.g., name, home address, email address, phone number)
- Personal Identification Information (e.g., age, date of birth, gender)
- Digital Identification Information (e.g., cookie information, mobile traffic data)
- Education & Skills (e.g., academic record, resumes, qualifications)
- Employment Information (e.g., salary, benefits, job title)
- Family Information (e.g., children's name and photo)
- Financial Information (e.g., bank account information, credit card number)
- Government-issued Identifiers (e.g., driver's license number, passport number, social security number)
- Health and Health Insurance Information (e.g., health and safety related information, sick leave certificates, vaccination related data)
- Individual Preferences and Characteristics (e.g., abilities, habits, behavior)
- Location data (e.g., geo location, location tracking)
- Special Personal Information Attributes (e.g., ethnicity, religion, sexual orientation, political affiliation and activities, trade union membership)
- Travel and Expense (e.g., expense details, travel history, travel booking details)

The obligations and rights of BAKER HUGHES

The obligations and rights of BAKER HUGHES are set out in the Contract Document.

APPENDIX 2: DESCRIPTION OF THE RESTRICTED TRANSFER

This Appendix 2 is only applicable if SECTION III, 8 and/or SECTION IV, 15 are/is applicable.

A. LIST OF PARTIES

Data exporter(s): *[Identity and contact details of the data exporter(s) and, where applicable, of its/their data protection officer and/or representative in the European Union]*

Any Baker Hughes Affiliate transferring Personal Data from the EU, EEA, UK and/or Switzerland to the data importer.

Name: [REDACTED] for and on behalf Baker Hughes Affiliate transferring Personal Data from the EU, EEA, UK and/or Switzerland to the data importer

Address: [REDACTED]

Contact person's name, position and contact details: [REDACTED]

Activities relevant to the data transferred under these Clauses: [REDACTED]

Signature and date:

[REDACTED]
[REDACTED]

Role (controller/processor): Controller

Data importer(s): *[Identity and contact details of the data importer(s), including any contact person with responsibility for data protection]*

Name: [REDACTED]

Address: [REDACTED]

Contact person's name, position and contact details: [REDACTED]

Activities relevant to the data transferred under these Clauses: [REDACTED]

Signature and date: [REDACTED]

Role of importer (Supplier) (controller/processor): Processor and/or Controller

B. DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred: as set out in Appendix 1

Categories of personal data transferred: As set out in Appendix 1

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures: As set out in Appendix 3.

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis); the frequency of the transfer shall be determined by the parties obligations under the Contract Document.

Nature of the processing: As set out in Appendix 1.

Purpose(s) of the data transfer and further processing: As set out in Appendix 1.

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period: As set out in Appendix 1

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing

C. COMPETENT SUPERVISORY AUTHORITY

Identify the competent supervisory authority/ies in accordance with Clause 13: the competent authority is the data protection authority in the EU member state in which the BAKER HUGHES exporting entity is established.

Specimen - for information purposes only

APPENDIX 3 - TECHNICAL AND ORGANISATIONAL MEASURES

Description of the technical and organisational measures implemented by the Supplier (including any relevant certifications) to ensure an appropriate level of security, taking into account the nature, scope, context and purpose of the processing, and the risks for the rights and freedoms of natural persons.

Supplier shall comply with the BAKER HUGHES Third Party Security Requirements (available at <https://www.bakerhughes.com/suppliers>), as applicable to the service, products and/or deliverables provided by the Supplier under the Contract Document

The Supplier will provide the applicable technical and organisational measures as agreed below:

- Measures of pseudonymisation and encryption of personal data
- Measures for ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and services
- Measures for ensuring the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident
- Processes for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures in order to ensure the security of the processing
- Measures for user identification and authorisation
- Measures for the protection of data during transmission
- Measures for the protection of data during storage
- Measures for ensuring physical security of locations at which personal data are processed
- Measures for ensuring events logging
- Measures for ensuring system configuration, including default configuration
- Measures for internal IT and IT security governance and management
- Measures for certification/assurance of processes and products
- Measures for ensuring data minimisation
- Measures for ensuring data quality
- Measures for ensuring limited data retention
- Measures for ensuring accountability
- Measures for allowing data portability and ensuring erasure

For transfers to (sub-) processors, also describe the specific technical and organisational measures to be taken by the (sub-) processor to be able to provide assistance to the controller and, for transfers from a processor to a sub-processor, to the data exporter

Specimen - for information purposes only

APPENDIX 4 – APPROVED SUBPROCESSORS

This Appendix 2 is only applicable if SECTION III, 7 is applicable.

Add all approved sub-processors

Specimen – for information purposes only