

COMPLIANCE & DATA PRIVACY ATTACHMENT

Capitalized terms not otherwise defined herein will have the meanings ascribed to such terms in the Agreement.

1. COMPLIANCE

1.1 Buyer and its Affiliates will comply with all laws and regulations applicable to access and use of the Offerings. Buyer and its Affiliates will comply with, and be solely responsible for compliance with, all laws and regulations on export, import, economic sanctions and antiboycott, regulated by the United States, any locality outside the United States where Buyer conducts business, and as applicable, the United Kingdom, the European Union and its Member States, the United Nations (“Sanctions Laws”) related to Buyer’s access to or use of the Offerings. Buyer represents and warrants that none of Buyer or its directors, employees, contractors, agents, banking partners, Affiliates or users (a) are individuals or entities named on or acting on behalf of entities identified on applicable Sanctions Laws restricted party lists, including but not limited to, the U.S. Specially Designated Nationals and Blocked Persons List (“SDN List”); (b) organized under the laws of, physically located in, or ordinarily resident jurisdictions subject to comprehensive sanctions; or (c) are owned or controlled, directly or indirectly, 50% or more in the aggregate, by one or more individuals described in (a) or (b) (collectively, “Sanctioned Persons”). Neither Buyer nor its Affiliates will (i) permit Sanctioned Persons to directly or indirectly use, access or benefit from the Offerings, (ii) engage in or facilitate activities directly or indirectly related to any end-uses that are restricted by Sanctions Laws, or (iii) export, re-export or otherwise transfer the Offerings for any purpose prohibited by the Sanctions Laws.

1.2 Each Party shall comply with all applicable anti-bribery laws and regulations including but not limited to the United States Foreign Corrupt Practices Act (“FCPA”) and the United Kingdom Bribery Act of 2010. The Parties represent and warrant that they are currently in compliance with anti-corruption and anti-bribery laws and will remain so and that they will not authorize, offer or make payments, directly or indirectly, to any government authority that may result in a breach of FCPA or established restrictions or prohibitions. Buyer agrees to maintain accurate books and records to demonstrate compliance with the compliance requirements of this section. UOP, at its expense, may audit Buyer to determine compliance with such provisions upon no less than thirty (30) days’ advance written notice, and Buyer will provide reasonable assistance to UOP to complete such audit. Buyer’s failure to comply with this provision will be deemed a material breach of the Agreement. Buyer will not submit to the Offerings any data subject to the Sanctions Laws.

1.3 UOP will obtain the export license when UOP is the exporter of record. Buyer must obtain at its sole cost and expense all necessary import authorizations and any subsequent export or re-export license, or other approval required for the Offerings purchased, delivered, licensed or received from UOP. The Parties agree that technical information or technology (i.e., export-controlled information) subject to the Sanctions Laws shall not be disclosed, transferred or exported, including to any affiliate, foreign national employee, supplier, or sub-tier supplier, regardless of location, without valid export authorization or other written government approval.

1.4 Buyer will notify UOP immediately in writing of actual or reasonably suspected violations of this section. UOP may suspend or terminate the Agreement or any Purchase Order (or part thereof) or take other actions reasonably necessary to ensure full compliance with all laws including the Sanctions Laws without UOP incurring any liability.

2. DATA PRIVACY

2.1 For purposes of this Agreement, (a) “Applicable Data Privacy Laws” means applicable data protection, privacy, breach notification, or data security laws or regulations; (b) “Data Controller” means a Party that alone or jointly with others, determines the purposes and means of the processing of Personal Data (as that term or similar variants may otherwise be defined in Applicable Data Privacy Laws); “Personal Data” means any information relating to an identified or identifiable natural person or as that term or similar variants may otherwise be defined in Applicable Data Privacy Laws. Personal Data includes (i) relationship data about individuals provided by one Party to the other to manage the

relationship between the Parties, and (ii) personally identifiable usage data made available by the Buyer to UOP in relation to the subject matter of this Agreement for the purposes of providing, improving, or developing UOP's processes, products and services.

2.2 Each Party will process the Personal Data of the other as an independent Data Controller in accordance with Applicable Data Privacy Laws. Each Party represents that it has all rights and authorisations to transfer Personal Data to the other Party (including providing notice).

2.3 To the extent required by Applicable Data Privacy Laws, each Party agrees to be bound by the terms of the Standard Contractual Clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 (including the provisions in Module 1) and the UK's International Data Transfer Addendum to the EU Commission Standard Contractual Clauses made under s119A(i) of the UK's Data Protection Act 2018 ("Controller SCCs") in its capacity as "data exporter" or "data importer", as applicable, and as those terms are defined therein. The Controller SCCs will be deemed to have been signed by each Party and are hereby incorporated by reference into this Agreement in their entirety as if set out in full as an annex to this Agreement. The Parties acknowledge that the information required to be provided in the appendices to the Controller SCCs is set out at <https://www.honeywell.com/us/en/company/data-privacy>. Each Party will implement appropriate technical and organizational measures to protect the Personal Data against any security breaches. If there is a conflict between this Agreement and the Controller SCCs, the Controller SCCs will prevail. Where applicable law requires changes to the Controller SCCs, those changes will be deemed to have been made without further action from the parties.

2.4 If UOP processes Personal Data on Buyer's behalf under this Agreement, Honeywell's Data Processing Agreement at <https://www.honeywell.com/us/en/company/data-privacy> will apply.