





“**Process**” or “**Processing**” has the meaning attributed to it in Applicable Laws;

“**Standard Contractual Clauses**” means the standard contractual clauses for the transfer of Personal Data to Processors established in third countries which do not ensure an adequate level of protection as set out in the European Commission Implementing Decision (EU) 2021/915 or 2021/914, of 4 June 2021, as updated, amended, replaced or superseded from time to time by such Commission found at [https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-data-protection/standard-contractual-clauses-scc/standard-contractual-clauses-international-transfers\\_en](https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-data-protection/standard-contractual-clauses-scc/standard-contractual-clauses-international-transfers_en)

“**Sub-processor**” means affiliates, agents, subsidiaries and/or subcontractors to which SELLER subcontracts or otherwise delegates the Processing of Personal Data in furtherance of the Contract;

“**Supervisory Authority**” means (a) an independent public authority which is established by a Member State pursuant to Article 51 of the GDPR; and (b) any similar regulatory authority responsible for the enforcement of Applicable Laws; and

“**Work**” means all required labor, articles, materials, supplies, goods, and services constituting the subject matter which SELLER performs under the Contract.

## **2. SELLER as Data Processor**

2.1 SELLER is authorized to process the Personal Data described in the Contract solely for the purposes and only to the extent to furnish the Work to or on behalf of LOCKHEED MARTIN (that, for the purposes of this Section 2 only, acts as the sole Data Controller) and to protect Data Subjects.



Accordingly, SELLER shall:

2.3.1



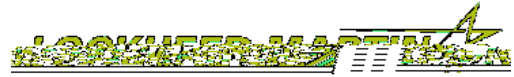
2.4 All SELLER web sites and portals to be used for the purpose of the Contract that collect Personal Data shall include a privacy notice that meets the requirements of Applicable Laws. Upon LOCKHEED MARTIN's request, SELLER shall submit the privacy notice for LOCKHEED MARTIN's approval before its use or amendment.

**Cookies Use on Web Sites**

2.5



- 2.9 SELLER shall not subcontract any Personal Data Processing to a Sub-processor without obtaining prior written consent of LOCKHEED MARTIN..
- 2.10 SELLER shall disclose to LOCKHEED MARTIN in writing the identity of any intended Sub-processor and Personal Data Processing in Annex III of this Data Protection Addendum, providing LOCKHEED MARTIN with such information regarding the Sub-processor as is reasonably required. If SELLER wishes to update or amend the Sub-processors identified in Annex III, it must obtain prior written consent of LOCKHEED MARTIN.
- 2.11 SELLER shall enter into a written agreement with the Sub-processor(s) which give effect to the terms set out in this clause, and upon request, provide a copy of its agreements with Sub-processors to LOCKHEED MARTIN for review.
- 2.12 SELLER shall carry out adequate due diligence on each Sub-processor to ensure that it is capable of providing the level of protection for LOCKHEED MARTIN Personal Data as is required by the Contract including without limitation sufficient guarantees to implement appropriate technical and organizational measures in such a manner that Processing will meet the requirements of Applicable



2.17 Absent both parties being located in an adequate country or otherwise having implemented safeguards that are deemed to be adequate under Applicable Law, such as Binding Corporate Rules, by signing this Data Protection Addendum, the parties execute and incorporate by reference the Standard Contractual Clauses. For the purpose of this Data Protection Addendum, when the parties execute the Standard Contractual Clauses, they acknowledge that (i) LOCKHEED MARTIN is the “data exporter” and SELLER is the “data importer” and (ii) the law applicable to the Standard Contractual Clauses is the law applicable to the EEA country where LOCKHEED MARTIN or LOCKHEED MARTIN Affiliate is established.

2.17.1 Upon determination that the Standard Contractual Clauses shall apply to Personal Data transfers, the parties acknowledge and agree Module One (Transfer controller to controller), Module Two (Transfer controller to processor), and/or Module Three (Transfer processor to processor) shall be selected and applied, as the context requires, including their Annexes contained within this Data Protection Addendum;

2.17.1.1 The parties acknowledge and agree that Clause 7 shall apply.

2.17.1.2 Under Clause 9, Option 2 shall apply and the data importer shall provide at least thirty (30) days’ notice to data exporter related to any changes in the use of Sub-processors.

2.17.1.3 Under Clause 17, Options 1 or 2 shall apply dependent upon the applicable Module. The parties acknowledge and agree that the governing law shall be where the data exporter is established or Poland.

2.17.1.4 Under Clause 18, the parties acknowledge and agree that the choice of forum and jurisdiction shall be the courts of where the data exporter is established or Poland.

2.17.2 Where such Personal Data transfers include a transfer from the United Kingdom to a non-adequate country, the parties shall execute and incorporate by reference the IDTA. The required IDTA Parts 1, 2, and 3 are attached as Annex IV, V, and VI of this Data Protection Addendum.

### **Data Subject Access Requests**

2.18 SELLER is required to immediately notify LOCKHEED MARTIN in the event of any Data Subject



the Contract. SELLER shall provide LOCKHEED MARTIN assistance at no additional cost in









**ANNEX I**

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

**List of Parties:**

1. Name:

Address:

Signature and date: \_\_\_\_\_

Role (controller/processor): Data Controller (please contact your LOCKHEED MARTIN Procurement Representative for information regarding appropriate jurisdiction and POC information)

Other information needed to identify the organisation

.....

(the data **exporter**)

And

Name of the data importing organisation:

Address:

Tel.: ;

E-mail:

(the data **importer**)

each a “**party**”; together “the **parties**”,



## **Description of Transfer:**

### **Categories of data subjects whose personal data is transferred**

Past, present, and potential employees.  
Family members, dependents, and other related persons of employees.  
Contractors.

### **Categories of personal data transferred**

Personal and family information, including name and contact information (both business and home address, telephone and fax numbers and email addresses), gender, marital status, date of birth and country, ethnic group and heritage, eligibility to work in the relevant jurisdiction(s), citizenship status and country; national insurance number or its local equivalent, military status, disabled employee status, disabled military veteran status, information relating to education, capabilities and past work experience, licenses, certifications, memberships, honoraria, awards, photograph, biometric data, details of dependents (name, date of birth, and relationship to employee), and details of emergency contacts (name, address, and telephone number); and





## ANNEX II



## **ANNEX III**

### **List of Sub-processors**

The controller has authorized the use of the following Sub-processors:

1. Name
- Address
- Contact Person
- Description of Processing



**ANNEX IV**  
**IDTA Part 1: Tables**

Table 1: Parties and signatures

<b>Start date</b>	
<b>The Parties</b>	<b>Exporter (who sends the Restricted Transfer)</b>



to be made by  
th





	<p>Parties to the agreement : [redacted]</p> <p>Reference (if any): [redacted]</p> <p>If the Exporter is a Processor or Sub-Processor [redacted] – the agreement(s) between the Exporter and the Party(s) which sets out the Exporter’s instructions for Processing the Transferred Data:</p> <p>Name of agreement: [redacted]</p> <p>Date of agreement: [redacted]</p> <p>Parties to the agreement: [redacted]</p> <p>Reference (if any): [redacted]</p>
<p>Term</p>	<p>The Importer may Process the Transferred Data for the following time period:</p> <ul style="list-style-type: none"><li><input type="checkbox"/> the period for which the Linked Agreement is in force</li><li><input type="checkbox"/> time period:</li><li><input type="checkbox"/> (only if the Importer is a Controller or not the Exporter’s Processor or Sub-Processor) no longer than is necessary for the Purpose.</li></ul>
<p>Ending the IDTA before the end of the Term</p>	<ul style="list-style-type: none"><li><input type="checkbox"/> the Parties cannot end the IDTA before the end of the Term unless there is a breach of the IDTA or the Parties agree in writing.</li><li><input type="checkbox"/> the Parties can end the IDTA before the end of the Term by serving: [redacted] months’ written notice, as set out in Section [redacted] Error! Reference source not found. (How to end this IDTA without there being a breach).</li></ul>
<p>Ending the IDTA when the Approved IDTA changes</p>	<p>Which Parties may end the IDTA as set out in Section [redacted] Error! Reference source not found. :</p> <ul style="list-style-type: none"><li><input type="checkbox"/> Importer</li><li><input type="checkbox"/> Exporter</li><li><input type="checkbox"/> neither Party</li></ul>



Can the






Relevant Data  
Subjects

The Data Subjects of the Transferred Data are:

- The categories of Data Subjects will update automatically if the information is updated in the Linked Agreement referred to.
- The categories of Data Subjects will update automatically if the information is updated in the Linked Agreement referred to. The Parties must agree a change under Section [Error! Reference source not found.](#)



Organisational security measures	
Technical security minimum requirements	
Updates to the Security Requirements	<ul style="list-style-type: none"><li><input type="checkbox"/> The Security Requirements will update automatically if the information is updated in the Linked Agreement referred to.</li><li><input type="checkbox"/> The Security Requirements will NOT update automatically if the information is updated in the Linked Agreement</li></ul> 



## ANNEX V

### IDTA Part 2: Extra Protection Clauses

Extra Protection Clauses:	
(i) Extra technical security protections	
(ii) Extra organisational protections	
(iii) Extra contractual protections	



**ANNEX VI**

**IDTA Part 3: Commercial Clauses**

Commercial Clauses	
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