

## DATA TRANSFER AGREEMENT

### (GLOBAL / CONTROLLER TO PROCESSOR)

This Data Transfer Agreement (“**DTA**”), effective as of the effective date of the underlying commercial agreement, is between [redacted] (“**DuPont**”) and [redacted] (“**Supplier**”). **[Note: DuPont Buyer to copy and insert the names of the parties as stated in the underlying commercial agreement.]**

This DTA shall apply to all Transfers<sup>1</sup> of Personal Identifier Information (“**PII**”)<sup>2</sup> from DuPont or its corporate affiliates to Supplier or its corporate affiliates in connection with the Processing<sup>3</sup> of PII by Supplier or its affiliates, as applicable, as reflected in the underlying commercial agreement between the parties.

- 1. Limitations on Use.** Supplier and DuPont shall at all times comply with Data Protection Law<sup>4</sup> and this DTA in processing PII. Supplier shall process PII solely for the purpose of providing the services under the commercial agreement and in accordance with DuPont’s documented instructions and not for any other purpose, unless required to do so by applicable law and permitted by the relevant Data Protection Laws. Supplier will not sell DuPont’s PII.
- 2. Information Security Program.** Supplier will implement appropriate technical and organizational safeguards designed to protect PII against a Security Incident or other risks. Such technical and organizational measures will be at least as stringent as the data protection rules that Supplier uses to protect its own employee, customer, or supplier PII. Supplier will impose appropriate confidentiality obligations on Supplier’s or its affiliate’s personnel who will be provided access to PII solely to provide services under the commercial agreement.
- 3. Security Incident.** Supplier will notify DuPont without undue delay (and in any event, within 24 hours) in the event that Supplier discovers that there has been any accidental or unlawful destruction, loss, alteration or unauthorized disclosure of or access to PII (“**Security Incident**”), unless otherwise prohibited by law or otherwise instructed by a law enforcement or supervisory authority.

In the event of any Security Incident, Supplier will take reasonable steps to mitigate the effects of the Security Incident and reasonably cooperate with DuPont in investigating the Security Incident. To the extent that such Security Incident arises out of the negligence, willful misconduct, breaches of this DTA, or violations of Data Protection Laws by Supplier or its affiliates or subprocessors, Supplier will be responsible for any liability, claims, costs or expenses arising from or related to such Security Incident. This Section does not limit in anyway any legal cause of action, claim or relief that DuPont or its affiliates may bring against Supplier or its affiliates or subprocessors.

- 4. Subcontracting.** DuPont generally authorizes Supplier to disclose PII to subprocessors for the purpose of providing services under the commercial agreement. Supplier will maintain a list of these sub-processors and will provide this list to DuPont upon DuPont’s request. Prior to any disclosure, Supplier will impose legally binding written obligations on the subprocessor which offer at least the same level of protection for PII as those set out in this DTA and meet the requirements of Data Protection Law. With respect to each subprocessor, Supplier shall remain accountable and responsible for all actions by such third parties with respect to the Transferred PII.

Supplier shall inform DuPont of any intended changes concerning the addition or replacement of its sub-processors, thereby giving DuPont the opportunity to object to such changes. In case of DuPont’s objection, Supplier shall then work together with DuPont in good faith to resolve this objection and where a resolution cannot be made within thirty (30) days from Supplier’s receipt of DuPont’s objection, DuPont may terminate the DTA with immediate effect and without liability.

- 5. Requests or Complaints.** If permitted by applicable laws, Supplier will promptly notify DuPont if Supplier receives any requests or complaints with respect to PII processed. Supplier will not respond to any such request or complaint

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<sup>1</sup> “Transfer” means DuPont or its affiliate intentionally sending or sharing PII with Supplier or its affiliates or making their PII accessible by the Supplier or its affiliates.

<sup>2</sup> “Personal Identifier Information” or “PII” means any information relating to an identified or identifiable natural person (“Data Subject”) Processed by Supplier or its affiliates on behalf of DuPont or its corporate affiliates. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, etc.

<sup>3</sup> “Processing” means any use of PII, such as collecting, storage, reviewing, transferring, destroying, etc.

<sup>4</sup> “Data Protection Law” means all applicable laws, regulations, and requirements of regulatory guidance, in any jurisdiction, relating to data protection, privacy, and confidentiality of PII.

unless expressly authorized to do so by DuPont. For the avoidance of doubt, DuPont or its corporate affiliate is responsible as data controller for responding to such requests or complaints.

6. **Audit.** Supplier shall provide DuPont with all information necessary to demonstrate compliance with Data Protection Law and allow DuPont or another auditor selected by DuPont to audit compliance with the DTA.
7. **Deletion or Return of PII.** Following expiration or termination of the DTA (the "Termination Date"), Supplier shall promptly, and in any event within 60 days of the Termination Date, safely destroy or return to DuPont at DuPont's discretion, all PII that Supplier obtained and/or created in connection with performing the services under the commercial agreement. To the extent approved by DuPont, Supplier may retain PII following the Termination Date, only to the extent and for the purposes required by applicable law and permitted by Data Protection Laws, provided that Supplier shall inform DuPont about this retention in advance, and ensure, at all times, the confidentiality of all such PII and compliance with Data Protection Laws in respect of such Processing.
8. **Data Protection Impact Assessment and Data Protection Authority.** Supplier shall provide all commercially reasonable assistance to DuPont as may be reasonably requested in performing, where required, a data protection impact assessment and in consulting with a data protection authority.
9. **Data Subject Rights.** Supplier shall assist DuPont by implementing appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of DuPont's obligations to respond to requests to exercise data subject rights under the Data Protection Laws. Supplier shall notify DuPont without undue delay of any data subject complaints related to the Processing of PII and any requests to Supplier by a data subject to exercise rights under Data Protection Law. Upon DuPont's request, Supplier or its affiliates or sub-processors will promptly and securely delete or destroy any PII pertaining to an individual identified by DuPont where such data is within the Supplier's possession or control.
10. **Supervisory Authority.** Supplier shall notify DuPont without undue delay if Supplier receives any legal document requesting or purporting to compel the production of PII ("**Disclosure Request**"). If the Disclosure Request is not legally valid and binding, Supplier will not respond. If a Disclosure Request is legally valid and binding, Supplier will provide DuPont at least 48 hours' notice prior to the required disclosure, so that DuPont may, at its own expense, exercise such rights as it may have under applicable law to prevent or limit such disclosure. Notwithstanding the foregoing, Supplier will exercise commercially reasonable efforts to prevent and limit any such disclosure and to otherwise preserve the confidentiality of PII and will cooperate with DuPont with respect to any action taken by DuPont.
11. **Indemnification.** Supplier shall to the extent permitted by law, indemnify, defend and hold harmless DuPont against all third parties claims for liabilities, damages, losses or expenses incurred to the extent arising out of the negligence, willful misconduct, breaches of this DTA, or violations of Data Protection Laws in the performance of this DTA by the Supplier or its affiliates, and their employees, agents, subcontractors, Subprocessors, or assigns. The claims for liabilities, damages, losses or expenses covered hereunder include all settlements, judgments, court costs, reasonable attorneys' fees, fines, penalties and other litigation costs and expenses arising from or related to such claims, demands, complaints or actions. This Section does not limit in anyway any legal cause of action, claim or relief that DuPont may bring against Supplier or its affiliates or subprocessors.
12. **Term.** Unless otherwise agreed to by the parties, this DTA will end simultaneously and automatically with the termination of the underlying commercial agreement. Sections 3 ("Security Incident") and 11 ("Indemnification") shall survive the termination or expiration of this DTA.
13. **Entire Agreement and Amendments.** This DTA supersedes any prior agreements or understandings entered into between the parties for the purpose of ensuring the protection of PII passed from DuPont to Supplier. The terms of this DTA shall prevail in the event of any conflict with any terms in any other written agreements between the parties. To the extent any applicable Data Protection Law is revised or enacted in the future and any section of this DTA is inconsistent with the revised or newly enacted Data Protection Law, then such applicable Data Protection Law shall prevail and be incorporated into this DTA.

14. **European Economic Area (“EEA”)**<sup>5</sup>. Where PII originating from a DuPont company or its personnel located in the EEA are Transferred to the Supplier or its affiliate located outside the EEA, and if confirmed as applying in *Attachment B*, then the EEA Standard Contractual Clauses (“SCCs”) will apply. To the extent EEA SCCs are applicable, Supplier represents that Supplier’s or its affiliate’s supplementary measures, including its technical and organizational measures, bring the level of protection of the PII up to the EEA standard of essential equivalence. By signing below, the below persons acknowledge that they are authorized to and are signing the EEA SCCs on behalf of DuPont and Supplier or its affiliates, respectively.
15. **Argentina**. Where DuPont’s PII originating from a DuPont company or its personnel located in Argentina are Transferred to the Supplier or its affiliate located outside of Argentina, and if confirmed as applying in *Attachment C*, then the Argentina Standard Contractual Clauses (“SCCs”) will apply. By signing below, the below persons acknowledge that they are authorized to and are signing the Argentina SCCs on behalf of DuPont and Supplier or its affiliates, respectively.
16. **Saudi Arabia**. Where DuPont’s PII originating from a DuPont company or its personnel located in Saudi Arabia are Transferred to the Supplier or its affiliate located outside of Saudi Arabia, and if confirmed as applying in *Attachment D*, then the Saudi Arabia Standard Contractual Clauses (“SCCs”) will apply. By signing below, the below persons acknowledge that they are authorized to and are signing the Saudi Arabia SCCs on behalf of DuPont and Supplier or its affiliates, respectively.
17. **Brazil**. Where DuPont’s PII originating from a DuPont company or its personnel located in Brazil are Transferred to the Supplier or its affiliate located outside of Brazil, and if confirmed as applying in *Attachment E*, then the Brazil Standard Contractual Clauses (“SCCs”) will apply. By signing below, the below persons acknowledge that they are authorized to and are signing the Brazil SCCs on behalf of DuPont and Supplier or its affiliates, respectively.

WHEREFORE, the parties have executed this DTA.

“DUPONT”	“SUPPLIER”
By: _____ Authorized Signature	By: _____ Authorized Signature
David Kahng, Chief Privacy Officer	_____ Name
Date: _____	Date: _____

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<sup>5</sup> The EEA is composed of the European Union, Iceland, Lichtenstein, Norway, and for purposes of this DTA, includes Switzerland and the United Kingdom.

## ATTACHMENT A

### (DESCRIPTION OF TRANSFER)

1. **Data Exporter:** The data exporter is DuPont and/or other DuPont corporate affiliates which will Transfer its PII to Supplier or its affiliates for processing under the commercial agreement.
2. **Data Importer:** The data importer is Supplier or its affiliates identified in the opening paragraph of this DTA that Processes PII disclosed or Transferred by, or otherwise on behalf of, the data exporter.
3. **Data Subjects:** The PII Transferred concern the following categories of Data Subjects (please specify): **[Note: Privacy Leader to copy and insert response from Row 5, Tab 2 of the Privacy Impact Assessment.]**
4. **Categories of PII:** The PII Transferred concern the following categories of PII (please specify): **[Note: Privacy Leader to copy and insert response from Tab 3 of the Screening Questionnaire.]**
5. **Special Categories of PII (if appropriate):** The PII Transferred concern the following categories of Special Categories of PII (i.e. race, religion, ethnicity, sexual orientation, medical or health information, genetic or biometric information, political or philosophical beliefs, trade union membership, background check information, judicial data such as criminal records or information on other judicial or administrative proceedings). (please specify): Please see response above.
6. **Purpose(s) of the data transfer and further processing:** **[Note: Privacy Leader to copy and insert answer from Row 3, Tab 2 of the Privacy Impact Assessment.]**
7. **The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period:** **[Note: Privacy Leader to copy and insert answer from Row 8, Tab 2 of the Privacy Impact Assessment.]**

Also, see Data Transfer Agreement.

8. **Nature of processing:** Storage, recording, and/or analyzing. **[Note: DuPont Buyer to ensure supplier reviews and if needed, supplier updates.]**

## ATTACHMENT B (EUROPE)

\_\_\_ **Yes** or \_\_\_ **No**: Will DuPont Transfer its PII originating from a DuPont company or its personnel located in the EEA to the Supplier or its affiliate located outside the EEA? **[Note: Privacy Leader can find the answer in the response to row no. 15, Tab 2 of the Privacy Impact Assessment.]**

If answer is "**No**", then delete this Attachment B and section 14 of the DTA.

If answer is "**Yes**", then Privacy Leader to complete the following **Transfer Impact Assessment**:

\_\_\_ **Yes** or \_\_\_ **No**: Will DuPont Transfer its PII originating from a DuPont company or its personnel located in the EEA to the Supplier or its affiliate located **only** in Andorra, Argentina, Brazil, Canada, Faroe Islands, Guernsey, Israel, Isle of Man, Japan, Jersey, New Zealand, South Korea, Switzerland, UK or Uruguay? **[Note: Privacy Leader can find the answer in the response to row no. 15, Tab 2 of the Privacy Impact Assessment.]**

If answer is "**Yes**", then the privacy laws of these countries are considered adequate. Delete this Attachment B and section 14 of the DTA.

If answer is "**No**", then the laws of inadequate country are insufficient or unclear to adequately protect DuPont's EEA PII essentially equivalent to that of the applicable EEA privacy laws **AND DuPont Buyer to complete the rest of Attachment B as directed.**

### Transfer Impact Assessment

DuPont will Transfer its PII originating from a DuPont company or its personnel located in the EEA to the Supplier or its affiliate located outside the EEA.

Standard	Support
<p>1. Evaluation of data importer's laws to determine if sufficient or insufficient to adequately protect DuPont's EEA PII essentially equivalent to that of the applicable EEA privacy laws:</p> <ul style="list-style-type: none"> <li>• Sufficient, Insufficient and/or Unclear</li> </ul>	<p>If data importer is located in any of the below countries deemed to provide an adequate level of protection, then the data importer's laws are sufficient:</p> <p><u>EU</u>: <a href="http://europa.eu">Adequacy decisions (europa.eu)</a></p> <p><u>UK</u>: <a href="#">A guide to international transfers   ICO</a></p> <p><u>Switzerland</u>: <a href="#">cross-border transfer of personal data (admin.ch)</a></p> <p>Based upon <a href="#">Data Protection Laws of the World</a>, data importers in other countries not deemed adequate have laws which are insufficient or unclear.</p>
<p>2. Transfer Mechanism that is a lawful basis for the transfer of DuPont's EEA PII to a non-EEA country:</p> <ul style="list-style-type: none"> <li>• Standard Contractual Clauses (<b>SCCs</b>)</li> <li>• Binding Corporate Rules (<b>BCRs</b>)</li> <li>• Ad-hoc contracts approved by the competent supervisory authority</li> <li>• Approved codes of conduct</li> <li>• An approved certification mechanism</li> <li>• Derogation</li> </ul>	<p>Standard Contractual Clauses</p>

Standard	Support
<ul style="list-style-type: none"> <li>Jurisdiction has been deemed adequate by the European Commission, Switzerland, or the UK (as applicable)</li> </ul>	
<p>3. If the data importer's laws are determined to provide insufficient or unclear protection and is not deemed by the EU Commission, Switzerland, or UK to be adequate, we will seek to implement the below technical, administrative and contractual supplemental in relation to these transfers. The precise supplemental measures may be modified based on the facts of the transfer and will be documented through the contact or the engagement process.</p>	<p>The information contained in <i>Supplemental Measures Questionnaire</i> is incorporated as appropriate.</p>

**Conclusion:**

DuPont has no reason to believe that Supplier will be prevented from fulfilling their obligations under the chosen Transfer mechanism with respect to the EEA PII Transferred by DuPont, unless an "X" is placed in the following space if applicable:

\_\_\_\_. **[DuPont Buyer may confer with DuPont Privacy Counsel as needed]**

Date: Effective date of the Standard Contractual Clauses.

Stakeholders involved in assessment (including legal representative): Privacy & Legal.

**(SUPPLEMENTAL MEASURES QUESTIONNAIRE)**

**NOTE: DUPONT BUYER TO ENSURE COMPLETED BY SUPPLIER. SUPPLIER MAY PROVIDE PREPARED SECURITY INFORMATION.**

QUESTION	SUPPLIER'S RESPONSE
<p><b>1) TECHNICAL MEASURES</b></p> <p>Please describe any technical measures which will help to provide protection for DuPont's Personal Identifier Information ("PII").</p>	
<p><b>2) CONTRACTUAL MEASURES</b></p> <p>In addition to the SCCs, please describe any additional contractual measures which will help to provide protection for DuPont's PII.</p>	<p>Data Transfer Agreement</p>
<p><b>3) ORGANIZATIONAL MEASURES</b></p> <p>Please describe any organizational measures which will help to provide protection for DuPont's PII.</p>	
<p><b>4) SUB-PROCESSORS</b></p> <p>For transfers to (sub-)processors, also describe the specific organisational and technical 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.</p>	
<p><b>5) OTHER SUPPLEMENTAL MEASURES</b></p>	

QUESTION	SUPPLIER'S RESPONSE
Please describe any other supplementary measures which will help to provide protection for DuPont's PII.	
6) Does Supplier have a comprehensive privacy program? If yes, please describe.	
7) Within the past 3 years, has Supplier been the subject of any fines, judgments, sanctions, or penalties by a data protection authority or court of law for violating any data privacy law? If yes, please describe.	
8) Within the past 3 years, has Supplier experienced a data security breach (involving the unauthorized acquisition of PII) that required notice to a data protection authority and/or to affected individuals? If yes, please describe each such incident/breach and remedial measures taken.	

## EEA STANDARD CONTRACTUAL CLAUSES

### Transfer controller to processor

1. The parties agree upon and incorporate Module 2 of the standard contractual clauses for international data transfers as released by the European Commission on June 4, 2021 which are available in the European Union's website: [EU law - EUR-Lex \(europa.eu\)](https://european-courts.eu/eu-law-lex/europa.eu) (e.g., [EUR-Lex - 32021D0914 - EN - EUR-Lex \(europa.eu\)](https://eur-lex.europa.eu/eli/dir/2021/937/oj)), including:
  - a. the parties accept the optional language of Clause 7 ("Docking Clause");
  - b. the parties agree to Option 2 (GENERAL WRITTEN AUTHORISATION) for Clause 9(a) (Use of sub-processors);
  - c. the parties decline the optional language of Clause 11(a) ("Redress");
  - d. the parties agree to Option 2 for Clause 17 ("Governing law") as follows: 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 Ireland; and
  - e. the parties agree to Clause 18(b) ("Choice of forum and jurisdiction") as follows: The Parties agree that those shall be the courts of Ireland.
2. To the extent applicable, the parties agree upon and incorporate the UK Addendum and Swiss Addendum which are available at the DuPont Privacy Policy and Agreements section of DuPont's Supplier Library: [Library | DuPont](#).

## ANNEX I of EEA STANDARD CONTRACTUAL CLAUSES

### 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]*

The data exporter is DuPont and/or other DuPont corporate affiliates which will Transfer its PII to Supplier or its affiliates for processing and their address: [DuPont Offices and Locations | DuPont](#)

Contact:

David B. Kahng  
Chief Privacy Officer  
Cell Phone Number: 302-256-2642  
[david.b.kahng@dupont.com](mailto:david.b.kahng@dupont.com)

Chestnut Run Plaza 721 / 2208  
974 Centre Road

Wilmington, DE 19805  
USA

**Data importer(s):** *[Identity and contact details of the data importer(s), including any contact person with responsibility for data protection]* **[NOTE: DUPONT BUYER TO ENSURE COMPLETED BY SUPPLIER]**

Name: [REDACTED]

Address: [REDACTED]

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

Activities relevant to the data Transferred under these Clauses: See Attachments A & B

Role (controller/processor): Processor

## B. DESCRIPTION OF TRANSFER

- *Categories of data subjects whose personal data is transferred:* Please see Attachment A of the Data Transfer Agreement.
- *Categories of personal data transferred:* Please see Attachment A of the Data Transfer Agreement.
- *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.* Please see Attachment A of the Data Transfer Agreement.
- *The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis):* **[Note: Privacy Leader to copy and insert answer from Row 13, Tab 2 of the Privacy Impact Assessment.]**
- *Nature of the processing:* Please see Attachment A of the Data Transfer Agreement.
- *Purpose(s) of the data transfer and further processing:* Please see Attachment A of the Data Transfer Agreement.
- *The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period:* Please see Attachment A of the Data Transfer Agreement. Also, please see Data Transfer Agreement.
- *For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing:* **[Note: Privacy Leader to copy and insert answer from Row 14, Tab 2 of the Privacy Impact Assessment.]**

## C. COMPETENT SUPERVISORY AUTHORITY

Identify the competent supervisory authority/ies in accordance with Clause 13:

EEA: [https://edpb.europa.eu/about-edpb/about-edpb/members\\_en](https://edpb.europa.eu/about-edpb/about-edpb/members_en)

UK: <https://ico.org.uk/global/contact-us/>

Switzerland: <https://www.edoeb.admin.ch/edoeb/en/home/the-fdpic/contact.html>

In the future, this information may be revised.

## ANNEX II of EEA STANDARD CONTRACTUAL CLAUSES

### TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

- *Description of the technical and organisational measures implemented by the data importer(s) (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. Please see ATTACHMENT B (SUPPLEMENTAL MEASURES QUESTIONNAIRE)*

- *Data importers must describe, (i) for transfers to (sub-) processors, the specific technical and organisational measures to be taken by the (sub-) processor to be able to provide assistance to the controller and, (ii) for transfers from a processor to a sub-processor, to the data exporter. Please see ATTACHMENT B (SUPPLEMENTAL MEASURES QUESTIONNAIRE)*

<b>DuPont Signature</b>	<b>Supplier Signature</b>
Signature: Please see signature in the Data Transfer Agreement.	Signature: Please see signature in the Data Transfer Agreement. By signing the DTA, Supplier acknowledges that it has reviewed and will comply with the EEA STANDARD CONTRACTUAL CLAUSES.

## ATTACHMENT C (ARGENTINA)

\_\_\_ **Yes** or \_\_\_ **No**: Will DuPont Transfer PII originating from a DuPont company or its personnel located in Argentina to the Supplier or its affiliate located outside of Argentina? **[Note: Privacy Leader can find the answer in the response to row no. 16, Tab 2 of the Privacy Impact Assessment.]**

If answer is "**No**", then delete this Attachment C and section 15 of the DTA. .

If answer is "**Yes**", then DuPont Buyer to complete the following:

\_\_\_ **Yes** or \_\_\_ **No**: Will DuPont Transfer PII originating from a DuPont company or its personnel located in Argentina to the Supplier or its affiliate located **only** in the EEA<sup>1</sup>, Canada, New Zealand, Israel, United States, or Uruguay? **[Note: Privacy Leader can find the answer in the response to row no. 16, Tab 2 of the Privacy Impact Assessment.]**

If answer is "**Yes**", then delete this Attachment C and section 15 of the DTA.

If answer is "**No**", then ATTACHMENT C will apply **AND DuPont Buyer to complete the rest of Attachment C as directed.**

### **ARGENTINA STANDARD CONTRACTUAL CLAUSES (CONTROLLER TO PROCESSOR)**

The parties agree upon and incorporate the following model clauses dated March 2023 for DuPont's Argentina legal entities below which will Transfer its PII to Supplier or its affiliate or subprocessor for processing:



SCCs - Argentina (C-  
P) - Attachment D to I

The model clauses dated March 2023 are also available at the DuPont Privacy Policy and Agreements section of DuPont's Supplier Library at [Library | DuPont](#) and from the Argentina data protection authority's website: [Normativa | Argentina.gob.ar](#)

<i>DuPont Signature</i>	<i>Supplier Signature</i>
<p>En nombre del Exportador de Datos / On behalf of the Data Exporter: Empresa / DuPont Company:</p> <p>DUPONT SPECIALTY PRODUCTS ARGENTINA S.R.L CUIT (Tax ID): 30-71749869-7 Address: Av. del Libertador 498 - Piso 12º, Sector SUR, C1001ABR- Buenos Aires – Argentina</p> <p>CHPM S.R.L CUIT (Tax ID): 30-71538191-1 Address: Av. del Libertador 498 - Piso 12º C1001ABR- Buenos Aires – Argentina</p> <p>FilmTec Water SRL CUIT (Tax ID): 30718850440</p>	<p>En nombre del Importador de Datos/ On behalf of the Data Importer: Empresa / Company: <b>[NOTE: DUPONT BUYER TO ENSURE THAT SUPPLIER INSERTS SUPPLIER COMPANY'S NAME AND ADDRESS THAT HAS ACCESS TO DUPONT'S ARGENTINA PII.]</b></p>

<sup>1</sup> The EEA is composed of the European Union, Iceland, Lichtenstein, Norway, and for purposes of this DTA, includes Switzerland and the United Kingdom.

<p>Address: Av. del Libertador 498, Piso 12, Sector Sur - Ciudad Autónoma de Buenos Aires - Argentina</p>	
<p>(Sello de la entidad) / (Seal of the entity) (i.e., legal entity name and may also include the company logo):</p> <p>CHPM S.R.L</p> <p>DUPONT SPECIALTY PRODUCTS ARGENTINA S.R.L</p> <p>FilmTec Water SRL</p> 	<p>(Sello de la entidad) / (Seal of the entity) (i.e., legal entity name and may also include the company logo): <b>[NOTE: DUPONT BUYER TO ENSURE THAT SUPPLIER INSERTS SUPPLIER COMPANY'S NAME AND LOGO / SYMBOL THAT HAS ACCESS TO DUPONT'S ARGENTINA PII. IF NO COMPANY LOGO / SYMBOL, THEN INSERT COMPANY NAME ONLY.]</b></p>
<p>Firma/ Signature: Please see signature in the Data Transfer Agreement.</p>	<p>Firma/ Signature: Please see signature in the Data Transfer Agreement. By signing the DTA, Supplier acknowledges that it has reviewed and will comply with the Argentina Standard Contractual Clauses.</p>

**ATTACHMENT D (SAUDI ARABIA)**

\_\_\_\_ **Yes** or \_\_\_\_ **No**: Will DuPont Transfer its PII originating from a DuPont company or its personnel located in Saudi Arabia to the Supplier or its affiliate located outside of Saudi Arabia? **[Note: Privacy Leader can find the answer in the response to row 17, Tab 2 of the Privacy Impact Assessment.]**

If answer is "**No**", then delete this Attachment D and section 16 of the DTA.

If answer is "**Yes**", then ATTACHMENT D will apply **AND DuPont Buyer to complete the rest of Attachment D as directed.**

This transfer may primarily be based upon DuPont's legitimate interest, and/or performance of a legal obligation or contract. DuPont has no reason to believe that Supplier will be prevented from fulfilling their obligations under the chosen transfer mechanism with respect to the Saudi PII transferred by DuPont including for any moral or other similar material problems, unless an "X" is placed in the following space if applicable: \_\_\_\_\_. **[DuPont Buyer may confer with DuPont Privacy Counsel as needed]**

The parties agree upon and incorporate the Controller to Processor standard contractual clauses issued by the Saudi Arabia government ([StandardContractualClausesForPersonalDataTransferEN.pdf](#)) and the Supplemental Measure Questionnaire in Attachment B. **[Note: DuPont Buyer to ensure that the Supplier completes the SUPPLEMENTAL MEASURES QUESTIONNAIRE IN ATTACHMENT B]**

By signing below, Supplier acknowledges that it has reviewed and will comply with Saudi Arabia's Standard Contractual Clauses.

**Appendix (1) – List of Parties**

Data Exporter(s) (DuPont) Information	Data Importer(s) (Supplier) Information <b>[NOTE: DUPONT BUYER TO ENSURE THAT SUPPLIER INSERTS INFORMATION ABOUT SUPPLIER'S COMPANY THAT HAS ACCESS TO DUPONT'S SAUDI ARABIA PII.]</b>
DuPont Company Name  DuPont Specialty Products Ltd  Arrow Luxembourg Sàrl Branch	Supplier's Company Name
DuPont Specialty Products Ltd Address:  Main address: 3182 - Unit No. 5 Al Jubail 35747 6983 Short Address EJJA3182 Kingdom of Saudi Arabia  Trading branch address: Alturki Business Park 7244 Ibrahim Al Dinury Street, Doha Al Janubiyah Villa number 5 Dhahran 34455 Kingdom of Saudi Arabia  Arrow Luxembourg Sàrl Branch Address: 7244 King Saud St,	Supplier's Company Address

Ad Dawhah Al Janubiyah, Dhahran 34455– 3955 Short Address EKMA7244, Kingdom of Saudi Arabia	
DuPont Point of Contact Information  David Kahng, Chief Privacy Officer; <a href="mailto:david.b.kahng@dupont.com">david.b.kahng@dupont.com</a> ; 302-256-2642	Supplier Point of Contact Information
Signature  Please see signature in the Data Transfer Agreement.	Signature  Please see signature in the Data Transfer Agreement.
Date  Effective as of the effective date of the underlying commercial agreement	Date  Effective as of the effective date of the underlying commercial agreement
Role (Controller/Processor)  Controller	Role (Controller/Processor)  Processor

**Appendix (2) – Description of the Transferred Personal Data**

**Categories of Personal Data Subjects whose Personal Data is transferred:** Please see Attachment A of the Data Transfer Agreement.

**Categories of transferred Personal Data:** Please see Attachment A of the Data Transfer Agreement.

**Categories of transferred Sensitive Data<sup>2</sup> (if applicable):** Please see Attachment A of the Data Transfer Agreement.

**Purpose of Transfer:** Please see Attachment A of the Data Transfer Agreement.

**Retention Period/Criteria:** Please see Attachment A of the Data Transfer Agreement. Also, please see Data Transfer Agreement.

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<sup>2</sup> Saudi Arabia Sensitive Data is an individual's racial or ethnic origin; or religious, intellectual or political belief; data relating to security criminal convictions and offenses; biometric or Genetic Data for the purpose of identifying the person; health data; and data that indicates that one or both of the individual's parents are unknown.

**ATTACHMENT E (BRAZIL)**

\_\_\_ **Yes** or \_\_\_ **No**: Will DuPont Transfer PII originating from a DuPont company or its personnel located in Brazil to the Supplier or its affiliate located outside of Brazil? If YES, then continue to the below question. If NO, then Brazil SCCs do not apply and delete Attachment E and section 17 of the DTA. **[Note: Privacy Leader can find the answer in the response to row no. 19, Tab 2 of the Privacy Impact Assessment.]**

\_\_\_ **Yes** or \_\_\_ **No**: Are any of the DuPont Brazil legal entities a party and signor to the commercial agreement? If answer is YES, then continue to the below question. If answer is NO, then delete this Attachment E and section 17 of the DTA. **[Note: Privacy Leader can find the answer in the response to row no. 19, Tab 2 of the Privacy Impact Assessment.]**

\_\_\_ **Yes** or \_\_\_ **No**: Is the Supplier located in the Europe Union, Iceland, Liechtenstein, or Norway? If answer is YES, then delete this Attachment E and section 17 of the DTA. If answer is NO, then **DuPont Buyer to complete the rest of Attachment E as directed.** **[Note: Privacy Leader can find the answer in the response to row no. 19, Tab 2 of the Privacy Impact Assessment.]**

**BRAZIL STANDARD CONTRACTUAL CLAUSES  
(CONTROLLER TO PROCESSOR)**

The parties agree upon and incorporate the following model clauses dated August 2025 for DuPont's Brazil legal entities which will Transfer its PII to Supplier or its affiliate or subprocessor for processing:



Brazil SCC C-P  
(2025-8-3).docx

The model clauses dated August 2025 are also available at the DuPont Privacy Policy and Agreements section of DuPont's Supplier Library at [Library | DuPont](#). The parties also agree upon and incorporate the Supplemental Measure Questionnaire in Attachment B. **[Note: DuPont Buyer to ensure that the Supplier completes the SUPPLEMENTAL MEASURES QUESTIONNAIRE IN ATTACHMENT B]**

<i>DuPont Signature</i>	<i>Supplier Signature</i>
Name: David Kahng Qualification: Chief Privacy Officer Main Address: Chestnut Run Plaza 721 / 2208 974 Centre Road Wilmington, DE 19805 USA E-mail Address: david.b.kahng@dupont.com Contact for the Data Subject: david.b.kahng@dupont.com Other information: Not applicable.  (X) Exporter/Controller ( ) Exporter/Processor	<p><b>[NOTE: DUPONT BUYER TO ENSURE THAT SUPPLIER COMPLETES THE BELOW FOR SUPPLIER'S COMPANY THAT HAS ACCESS TO DUPONT'S BRAZIL PII.]</b></p> Name: Qualification: Main Address: E-mail Address: Contact for the Data Subject: Other information:  ( ) Importer/Controller (X) Importer/Processor
Firma/ Signature: Please see signature in the Data Transfer Agreement.	Firma/ Signature: Please see signature in the Data Transfer Agreement. By signing the DTA, Supplier acknowledges that it has reviewed and will comply with the Brazil Standard Contractual Clauses.