

GENERAL TERMS AND CONDITIONS OF PURCHASE OF THALES NEDERLAND

DEFINITIONS

Conditions	these General Terms and Conditions of Purchase of Thales Nederland
Party or Parties	Thales and Supplier individually or collectively.
Products	products and services that will be supplied by Supplier.
Purchase Order, PO	a written purchase order from Thales for Products, specifying the (number of) Products, delivery instructions, the price and other requirements, as the case may be.
Supplier, you, your	the party that Thales is dealing with for the purchase of Products.
Thales, we, our	Thales Nederland B.V. and any company of which Thales Nederland B.V. owns directly or indirectly fifty percent or more of the share capital

1. APPLICABILITY

These Conditions apply to all our requests for information, requests for proposal, request for quotation, PO's and other dealings between you and us for the supply of Products. We explicitly reject the applicability of any general terms and conditions of sale of Supplier.

2. OFFER AND PURCHASE ORDER

2.1. Offer

Supplier's offer for Products shall be deemed binding.

2.2. PO

Thales will issue a PO to you in respect of the Products in your offer. You shall confirm your acceptance of the PO in writing. The PO shall be deemed accepted by you within the period permitted for acceptance as specified in the PO, and failing such specification within ten working days after issuance of the PO.

2.3. Agreement

The accepted PO will constitute the agreement between you and us for the purchase and sale of the Products (**Agreement**).

2.4. Changes

Thales will at all times be entitled to alter the volume of the Products to be delivered.

3. PACKAGING, STORAGE AND TRANSPORTATION

3.1. General obligation

You shall package and store the Products as safely and carefully as possible and in such a manner that the Products can be properly and adequately handled during transportation and delivery.

3.2. Packaging and storage

All packaging, packaging materials, storage and warehousing shall be in conformity with the requirements of the Agreement, any applicable requirements of the carrier, and the applicable laws and regulations of the countries of despatch, transit and destination. Without limiting the generality of the previous sentence, Supplier shall (a) properly pack and secure all Products so as to reach their destination undamaged, (b) decontaminate all Products despatched from outside the EU, which contain wooden packaging materials (e.g. pallets) in accordance with mandatory EU regulation, (c) procure that (i) all Products containing any hazardous substances at all times during transportation comply with all applicable legislation concerning carriage of dangerous goods by road, sea, inland waterways and rail and IATA regulations for airfreight, and (ii) the carrier possesses all required hazard documents, (d) despatch or ship all Products with all documentation and certificates required by applicable laws and regulations. This provision applies mutatis mutandis to any storage and warehousing.

3.3. Package marking and labelling

Supplier shall (a) mark the packages of Product in conformity with the Agreement and any applicable requirements of the carrier, (b) mark the packages of Product with all required or appropriate warning and storage-handling labels, (c) mark or label each shipment with the PO number, PO line number, Supplier's name, Product reference, delivered quantity and number of packages, as well as with the correct details of the delivery address (and office or plant building), (d) prominently display on the outside of the container or package a packing list with the contents of the shipment, (e) prominently display the information required by export and import regulations on all delivery documentation, and (f) mark all

containers, packing and wrappings that are expected to be returned as such.

3.4. Transport documentation

Supplier shall provide us separately with complete and adequate documentation about the Products, including handling and storage instructions, forwarding documents, all written data relating to relevant governmental regulations, such as data regarding the safe handling, storage, usage and disposal of the Products in the country specified by us, and, at our request a statement that the Products conform with the requirements of the Agreement (a certificate of conformity).

4. DELIVERY, RISK, OWNERSHIP AND ACCEPTANCE

4.1. Delivery date

Supplier shall deliver the Products on the delivery date specified in the Agreement (**Delivery Date**). The Delivery Date is of the essence. Supplier shall inform Thales in writing of any imminent delay. Early or partial deliveries require Thales' prior written consent.

4.2. Incoterm

Supplier shall deliver the Products FCA at the named place of delivery indicated in the Agreement, in accordance with the Incoterms in force on the date of the PO.

4.3. Ownership and risk

Ownership of the Products shall pass to Thales at the same time the risk transfers to Thales. Risk of loss of Products shall pass to Thales in accordance with the applicable Incoterm.

4.4. Carrier

For the delivery of the Products you shall use the carrier specified by Thales. In case you do not use the specified carrier, any additional cost will be for your account.

4.5. Models etc.

Models, drawings, jigs and other items that are made available by Thales to you, or that are specifically procured for the performance of the Agreement at our cost, shall remain or become our property. You shall clearly mark these items as Thales' property. Supplier shall maintain and insure these items. You are not permitted to transfer these items without our prior written consent.

4.6. Acceptance

The Products shall be subject to testing by Thales at our premises, in order to verify their conformity with the Agreement. We shall notify you of our acceptance

or rejection of the Products in writing within a reasonable time after delivery of the Products.

4.7. Rejection

No payment shall be due for rejected Products. As from notification of rejection, Supplier shall have seven (7) days within which to verify the noncompliance and propose remedial measures. If Thales refuses the remedial measures, Supplier must take back the rejected Product within the next seven (7) days. In such a case, Supplier shall replace it with a compliant Product without delay and without prejudice to Thales' rights to claim for penalties for delay as from the Product's initial contractual delivery date. The costs and risks of the return of the rejected Product and delivery of the replaced Product shall be borne by the Supplier.

5. PRICING

5.1. Prices

The prices in the Agreement are firm and fixed. Supplier shall supply Products to Thales at the prices agreed upon in the Agreement.

5.2. Taxes

All prices are inclusive of all taxes, customs, duties, fees, stamps or levies, and all such taxes and duties shall be borne and paid by Supplier. In the event that any taxes or duties are to be paid by Thales, Supplier shall reimburse Thales for such taxes and duties.

6. PAYMENT

6.1. Currency

Payment shall be made in euro.

6.2. Invoices

Supplier shall invoice Thales upon delivery and acceptance of the Products. Each invoice shall state (a) the (full) name of Thales and its full address, as well as the delivery address, (b) the PO number, and the PO line number, (c) in case of products delivered, the products to which it relates and their quantity, (d) in case of services provided, the services to which it relates and, in case of time related billing or payments in milestones or instalments, in a separate time billing report, a specification of all the work performed for Thales, (e) the price and the total amount due, (f) Supplier's VAT number, (g) Supplier's bank account number, BIC and IBAN code and invoice address, and (h) an invoice number and a date (of the invoice).

In case the invoice is not in conformity with this provision or deviating from the Agreement, such invoice shall be invalid, be rejected and returned to

Supplier for correction. The payment term applies to valid invoices only.

6.3. Payment term

Payment shall be made within 60 days after an invoice is received by Thales or, in case of the situation described in article 6:119a par. 6 Dutch Civil Code, 30 days after an invoice is received by Thales. In case of your default, we are entitled to postpone payment.

6.4. Set-off

Thales is entitled to offset against amounts payable under your invoice for Products any sums that are due or payable by you to us.

7. ENVIRONMENTAL AND SECURITY

7.1 The Supplier grants that the manufacture and the delivery of the Products is compliant with all applicable international, European and national regulations concerning health, safety and environment, including but not limited to those pertaining to products, chemical substances and dangerous preparations (ex: REACH, RoHs etc), including during their transportation to the place of delivery; supply of minerals extracted in conflict areas; circular economy waste (ex: reuse and recycling); energy consumption; preservation of natural resources and protection of soils, waters, air, biodiversity and ecosystems; carbon footprint; electric protection and protection against fires, electromagnetic / ionizing / optical/radioactive radiations; vibration levels; safety and protection of persons; prevention of pollution and other nuisances (sound, visual, olfactory).

7.2 The Supplier undertakes to inform Thales of any breach of regulations mentioned in 7.1 and shall hold Thales harmless from any consequences resulting from the Supplier's breach of the obligation described in this article. Specific recommendations/instructions related to these potential breaches will be provided to Thales in order to ensure the safety of use and scrapping of Products throughout its life cycle, including end of life.

7.3 If the Products contain substances as mentioned in article 4, paragraph 1 of Directive 2011/65/EU in conjunction with Annex II thereof, you shall provide information to us regarding the substances involved, the location of these substances in the Products and the quantity of these substances present in the Products prior to the execution of the Agreement. Furthermore, you will provide information concerning other hazardous substances present in the Products to us at our request.

7.4 In the event of a delivery in the European Union, if the Supplier is located outside the European Union, it nevertheless shall ensure the compliance of its Products with European Union regulations and directives, and shall produce the required accompanying documents, unless otherwise explicitly clarified by Thales. In the event of a delivery out of the European Union, if the Supplier is located in the European Union, it shall ensure compliance with all the norms and regulations applicable in the destination country.

7.5 The Supplier undertakes to require that its own suppliers and subcontractors comply with the same obligations as those described above.

7.6 The Supplier acknowledges that security is essential to Thales and as such the Supplier's compliance with all security related laws, regulations, norms and rules is of the essence of the Agreement; failure to comply with any such laws, regulations, norms or rules shall constitute a fundamental breach. Should the Supplier or one of its sub-contractors discover or be notified of a security incident or potential risk thereof, the Supplier shall inform Thales with undue delay and within a maximum time-period of twenty-four (24) hours.

7.7 In the event of an intervention on the premises of Thales or its clients, the Supplier undertakes to comply with all the applicable rules concerning health, safety and environment, as well as internal rules. In particular, before any performance or intervention, it undertakes a risk analysis, as well as an analysis of impacts pertaining to health, safety and environment and implements all the appropriate measures of protection and management. It commits to sign all the necessary prevention plans.

7.8 The Supplier undertakes, upon a simple request, to transmit to Thales its performance data on safety, waste management and carbon footprint. In particular, the Supplier takes all the appropriate measures to mitigate the carbon footprint related to the manufacturing and the performance of Supplies. To this end, upon request of Thales, it provides information concerning the methodology and the follow up on greenhouse gas emissions (scope 1, 2, 3), as well as objectives put into place to reduce its carbon footprint and the measures taken to achieve it.

8. QUALITY

8.1. ISO 9001 and ISO 14001

You shall maintain a certified ISO 9001 quality management system and an environmental management system which meets the requirements of the ISO 14001 or equivalent standard.

8.2. ISO 45001

You shall maintain an occupational health and safety management system which meets the requirements of the ISO 45001 or equivalent standard.

8.3. Residual risk and safeguards

You shall notify us of all residual risks identified in the risk assessment of the Product, to be performed in accordance with MIL-STD-882, ISO 12100, IEC 61508, or any other comparable standard. You shall notify us of, and agree with us on, all safeguards and mitigation measures to be adopted by us to allow safe use of the Product.

8.4. Audit

Thales is entitled to perform, or have performed, an audit of (a) Supplier's facilities and premises where work in connection with the Agreement is performed, (b) whether the Products are capable of meeting the Agreement, (c) documentation relating to a Product's conformity, (d) the production and production-related processes in Supplier's supply chain, to the extent they are related to Products, (e) Supplier's environmental processes and (f) the processing of Thales' personal data as a result of the Agreement, (g) cyber security. Supplier shall make best efforts to make the audit effective and shall remedy any irregularities and non-compliances that the audit revealed without delay, free of charge and without any consequence to any pending Delivery Date. Thales' right to audit Supplier applies mutatis mutandis to Supplier's sub-tiers.

8.5. CO2 reduction

Thales encourages the Supplier to implement and maintain a scope 1 and scope 2 CO2-emission inventory in conformity with ISO 14064-1, as amended from time to time.

9. WARRANTIES AND REMEDY

9.1. Warranty on Product

Supplier warrants that, on delivery of a Product in accordance with the Incoterm and for a period of 36 months thereafter, the Product shall (a) be new and unused and strictly conform to the Agreement, (b) be free of defects in materials and workmanship, (c) in all respects comply with all applicable laws and regulations and be fit for the purpose for which Thales

intends to use the Product, (d) be of good quality and at least satisfy the customary standards with respect to soundness, safety, suitability and workmanship, (e) not infringe any intellectual property right of any third party, and (f) be free from liens, encumbrances and other claims of third parties.

9.2. Warranty on software

Supplier warrants that in conjunction with the Product (a) the software will be state-of-the-art including cyber secure, (b) no Free Open Source Software (FOSS) license terms are applicable that will contaminate any portion of Thales' software, causing Thales' software to be licensed to the recipients of such Thales' software under a FOSS license and (c) the software will be free of contamination with e.g. malware or viruses.

9.3. Warranty on export classification

Supplier warrants that all export classification information provided by Supplier to Thales in respect of the Products is true, accurate and complete, and that performance of Supplier's obligations will not contravene any applicable import or export control regulations. Upon Thales' request Supplier shall provide a duly completed and signed Commodity Export Classification Certificate per Product and such other information as reasonably necessary to comply with import and export laws and regulations. If the delivery of a Product or any subsequent re-transfer of a Product by Thales (as notified to Supplier) requires the granting of a licence or other authorisation by a regulatory authority, Supplier shall obtain such licence or authorisation prior to delivery of the Product.

9.4. Warranty on absence of counterfeit

Supplier warrants that all Products it delivers shall be free from counterfeit. You shall only purchase components and spare parts directly from an Original Equipment Manufacturer, from authorised (i.e. franchised) distributors or from authorised (i.e. franchised) aftermarket manufacturers.

9.5. Warranty on absence of conflict minerals

Supplier warrants that all Products it delivers shall be free from conflict minerals such as gold, tantalum, tungsten and tin extracted in a conflict zone.

9.6. Exclusion from warranty

A warranty does not apply to the extent Supplier proves that the defect was caused by (a) handling or storage by Thales other than in accordance with the applicable requirements, or (b) accident, alteration, abuse or misuse by Thales.

9.7. Warranty extension

The warranty period shall be extended by (a) such period as Thales may keep a Product on stock, (b) the time period during which a failed design has not been redesigned, and (c) the period during which any delivered Products cannot be used as a result of a failure to comply with the warranties.

9.8. Remedy

In case of a warranty breach, Thales shall notify Supplier in writing. Within 48 hours after such notice, Supplier shall inform us in writing whether the warranty breach is capable of remedy and within which period. Thales shall permit Supplier to promptly remedy it if the warranty breach can be remedied within a reasonably acceptable period. If the warranty breach cannot be remedied or you fail to remedy the warranty breach within such period, we shall be entitled, at our discretion and at your expense, to (a) return the related Products, (b) obtain repair or replacement of the related Products, (c) if we have reason to believe that you are unable to repair or replace the Products promptly, carry out (or have carried out) any work necessary to make the Product comply, (d) require updating of the relevant parts of any documentation related to products in which the Products are used, and the replacement of any stock of Products, components, special equipment in our possession, (e) refuse to accept any further Products, and (f) compensation of all damages and losses caused by the related Products.

10. INTELLECTUAL PROPERTY

10.1. IP ownership and licences

The intellectual property (IP) rights related to any part of the Product or the results of any development, including any background IP, foreground IP and entitlement to all development data, reports and other technical information, shall be owned and licensed as follows:

- (a) Each Party shall retain the ownership of its background IP.
- (b) All foreground IP shall be owned exclusively by us.
- (c) You (i) shall deliver all know-how related to the Product associated with foreground IP to Thales, (ii) hereby grant to Thales a perpetual, worldwide, non-exclusive, royalty free license, with the right to sublicense, under your background IP to make, have made, use, import, analyse, test, prepare derivative works of, reproduce, have reproduced, offer to sell, sell or otherwise dispose of such background IP, to the extent you incorporate such background IP into any part of the Product, (iii)

hereby irrevocably appoint Thales to act as your attorney to do all such things and execute all such documents as may be necessary for or incidental to granting us the full benefit of this provision, (iv) hereby assign (and shall cause to be assigned) all foreground IP to Thales, and (v) shall assist Thales, at our expense, in obtaining, registering, perfecting and enforcing all patents, trademarks or copyrights necessary to protect our interest in the IP established pursuant to this provision.

10.2. Background IP

Upon our first request you will return Thales' background IP to us.

11. CONFIDENTIALITY AND CLASSIFIED INFORMATION

11.1. Confidentiality

You shall not use our confidential information for purposes other than in direct relation with the dealings between you and us. You shall treat the confidential information with at least the same degree of care as you would use in respect of your own confidential information of similar importance, but in any event a reasonable level of care.

11.2. Classified information

You shall treat information marked with a government security classification strictly in accordance with all applicable (government) security regulations.

12. DEFAULT, TERMINATION AND CONSEQUENCES

12.1. Liquidated damages

In the event you fail to deliver Products on a Delivery Date, you shall forfeit without any notification being required, liquidated damages, which are immediately due and payable, in an amount equal to 5 percent of the price in the Agreement, as well as an amount equal to 0,1 percent of the Agreement for each day the delay in delivery continues. Thales' right is without prejudice to any other rights which Thales may have otherwise, including compensation for damages, other remedies, and any damages subsequently awarded shall be reduced by the amount of the liquidated damages actually paid in respect of the same failure.

12.2. Material breach

A Party may terminate the Agreement at any time for a material or persistent breach by the other Party. Where such breach is capable of being remedied, a Party may only terminate if the breaching Party has not remedied such breach within 30 days after giving a written notice of such breach.

12.3. Immediate termination

A Party may terminate an Agreement with immediate effect by written notice, if the other Party (a) shall be dissolved or liquidated, is declared bankrupt or otherwise the subject of suspension of payment or other insolvency proceedings, or if it must reasonably be expected to be unable to meet its obligations or (b) fails to comply with the laws and regulations to which it is subject, or (c) any of its employees, agents or subcontractors, gives or offers to give (directly or indirectly) to any person any bribe, gift, gratuity, commission or other thing of value, as an inducement or reward (i) for doing or forbearing to do any action in relation to the Agreement, or (ii) for showing or forbearing to show favour or disfavour to any person in relation to the Agreement, in each case except for lawful inducements and rewards to a Party's employees, (d) is subject to a change of control.

12.4. Existing obligations

Notwithstanding the expiry or termination of the Agreement, each Party shall procure the due and timely performance of all obligations assumed by it prior to such expiry or termination. Except in the event that the Agreement is terminated for breach of contract, no Party shall be required to make any payment for termination or expiration of the Agreement.

12.5. Termination for convenience

Thales is entitled to terminate an Agreement for convenience. Thales shall pay the substantiated cost that Supplier reasonably incurred prior to such termination. The compensation shall not exceed the percentage of the price corresponding to the progress of execution of the Agreement.

12.6. Continuing provisions

The provisions relating to confidentiality, warranty claims, limitation of liability, indemnities, governing law and dispute resolution, and other provisions that expressly or by their nature are intended to continue to have effect, shall survive termination or expiration of the Agreement.

12.7. Discontinuation of manufacturing

At least one year prior to a considered discontinuation of manufacturing the Products, you shall notify us in writing. During a 12 months period after your notification, you shall accept all PO's for such Products.

13. CYBERSECURITY

13.1 The Supplier acknowledges that security is a fundamental concern for Thales and that compliance

with Thales' security requirements is an essential and determining condition of the agreement. The Supplier shall comply with the security obligations described on Thales' website :

<https://www.thalesgroup.com/en/supplier-online>.

14. INTEGRITY AND CORPORATE SOCIAL RESPONSIBILITY

14.1 Each Party, its executives and employees, shall act in compliance with the laws and regulations (including any applicable extraterritorial laws and regulations) against corruption and influence peddling applicable in its country of registration and in the country(ies) in which each Party carries on its business, (for the purposes of this Article "Regulations"). In addition, the definition of Regulations shall include the French law n° 2016-1691 of December 9, 2016, on Transparency, Fight Against Corruption and Modernisation (known as the Sapin II Law) for any Supplier meeting the criteria of applicability as set therein.

14.2 Whether directly or through third parties, neither Party shall propose any offer, promise, gift, present or benefit to any person for herself/himself or for others, with the purpose that this person abuses or because this person would have made illegitimate use of its real or supposed influence in order to obtain distinctions, jobs, contracts or any other favourable decision. Neither Party shall solicit or accept for themselves any offer, promise, gift, present or benefit whatsoever, to make illegitimate use of their influence with a view to making or obtaining any favourable decision. For any Party subject to the Sapin II Law, it declares having implemented a compliance program that meets the requirements of such law.

14.3 Supplier acknowledges that it has signed the Thales Integrity & Corporate Responsibility Charter and undertakes to comply therewith. The Supplier undertakes to ensure that its subcontractors, suppliers and service providers adhere to a code of conduct substantially equivalent to the Thales Integrity & Corporate Responsibility Charter.

14.4 Any violation by the Supplier of this Article 14 shall be deemed a material breach of the Agreement, entitling Thales to terminate the Agreement immediately and without prejudice to any other remedy for which it may be entitled under contract and/or law.

15. MISCELLANEOUS

15.1. Amendments

No amendment of an Agreement shall be binding upon either Party, unless it is in writing and duly signed by both Parties.

15.2. Assignment

No Party can assign rights or obligations of an Agreement without the prior written consent of the other Party, which consent shall not unreasonably be withheld; except that we may, on written notice to you, assign any of our rights or obligations under the Agreement to affiliated companies or to a purchaser of all or substantially all of the assets in the subject field of the Agreement.

15.3. Offset

All offset or countertrade credit value resulting from an Agreement, and any sub-tier contracts, shall accrue solely to the benefit of Thales. Supplier shall cooperate with us in the fulfilment of any foreign offset or countertrade obligations.

15.4. Liability

Thales' liability arising from or in connection with the dealings between you and us is limited to direct damages resulting from Thales' gross negligence or wilful misconduct.

15.5. Insurance

For the duration of the Agreement and for a period of three years thereafter, you shall maintain in effect appropriate liability insurance policies (including for product liability and recall) with an internationally reputable insurance company. Upon our request, you shall provide appropriate details of the insurance policies, as well as evidence that insurance premiums have been paid timely. You shall immediately inform us of anything that might affect the insurance cover.

15.6. Severability

If any provision in these Conditions is found to be invalid or unenforceable: (a) the validity and enforceability of the remaining provisions shall not be affected; and (b) the Parties shall substitute such provision by a valid and enforceable provision approximating the purpose of the invalid or unenforceable provision.

16. APPLICABLE LAW AND DISPUTE RESOLUTION

16.1. Applicable law

Dutch law applies to the dealings between you and us. The applicability of the United Nations Convention on Contracts for the International Sale of Goods is excluded.

16.2. Dispute Resolution

Disputes between you and us will be settled by the competent court in Overijssel, the Netherlands or, if Thales so elects, under the *Rules of Arbitration* of the *International Chamber of Commerce* by three arbitrators appointed in accordance with said Rules. The place of arbitration shall be Paris, France. The arbitral procedure shall be conducted in English. The arbitration proceedings shall be confidential.

17. PERSONAL DATA PROTECTION

17.1 In the context of this Agreement, as soon as either Party carries out any processing of the other Party's personnel contact details, the Parties shall conduct such processing, each as a data controller, only for administrative management purposes. As such, each Party undertakes to comply with any data protection laws and regulations that apply in the context of the performance of the Agreement, in particular the Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (GDPR) and any other laws or regulations relating to the processing of Personal Data (altogether, "**Applicable Data Protection Legislation**"). To comply with Article 14 of the GDPR, Thales Nederland B.V. information notice is available at: <https://www.thalesgroup.com/nl/privacy-notice>.

17.2 Should the Supplier provide Goods or specific services that are by nature processing of personal data, for example hosting, and/or consulting and/or using of Thales personal data, then in addition the following will apply:

A. The Parties shall comply with the Applicable Data Protection Legislation. Thales shall act as a data controller and Supplier, acting as data processor, shall be processing Thales' or Thales' customer's personal data ("**THALES personal data**") according to Thales' documented instructions and for no other purposes than the one expressly defined and approved by Thales, unless required to do so by European Union or Member State law to which Supplier is subject; in such case, Supplier shall inform Thales of that legal requirement before

processing, unless that law prohibits such information on important grounds of public interest.

B. The processing carried out by the Supplier on behalf of Thales under the Agreement shall consist in hosting, and/or consulting and/or using THALES personal data, only for the purposes defined herein, as well as deleting THALES personal data in accordance with Thales' instructions, in particular at the end of the processing duration (i.e., the end of the Agreement). The processing is necessary for the provision of the Products by the Supplier to Thales under the Agreement. The categories of the concerned THALES personal data are contact details and identification data. The types of the concerned data subjects are Thales' employees and/or suppliers and/or clients and/or prospects, as the case may be. In this regard, Supplier warrants and guarantees that it has in place and will implement and maintain appropriate technical, organizational and contractual measures (i) to ensure a level of security of THALES personal data appropriate to the risk, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the processing, as well as the risk (in terms of likelihood and severity) to the rights and freedoms of natural persons, (ii) designed to implement data protection principles in an effective manner and to integrate the necessary safeguards into the processing in order to meet the requirements of Applicable Data Protection Legislation; and (iii) to ensure that, by default, only THALES personal data which are necessary are processed for the purposes defined by Thales.

C. Where Supplier intends to rely on sub-processors for the performance of the Agreement, Supplier shall first obtain Thales' prior written consent. Supplier shall not share THALES personal data with any third party (including sub-processors) without Thales' prior specific written consent.

In addition, Supplier shall:

- ensure that persons authorized to carry out processing of THALES personal data are bound by confidentiality obligations equivalent to those set out in the Agreement;
- ensure that the sub-processors which carry out processing of THALES personal data are committed to the same data protection obligations as the ones applying to Supplier under the Agreement, in particular providing sufficient guarantees to implement appropriate measures in such manner that the processing will meet the requirements of Applicable Data Protection Legislation;

- ensure that its personnel and the one of the sub-processors are duly trained on their obligations when processing THALES personal data;
- remain fully liable to Thales for the performance of the sub-processors' obligations;
- not transfer THALES personal data out of the European Economic Area without Thales' prior written consent and if Thales agrees to consider such transfer, facilitate the implementation of the measures defined by Thales to ensure an adequate level of protection to the transferred THALES personal data;
- ensure the portability and the right to be forgotten of THALES personal data;
- immediately notify Thales about any request of communication of THALES personal data it may receive from third parties, authorities or jurisdictions, as well as about any action and/or measures instigated by such third parties, authorities or jurisdiction regarding the processing of THALES personal data;
- immediately notify Thales about data subjects' requests and/or complaints it may receive in relation to the processing of THALES personal data, refrain from reverting to data subjects without Thales' prior written consent and provide Thales with full co-operation and assistance in relation to any such request and/or complaint;
- allow Thales to perform audits in relation to the processing of THALES personal data carried out in the context of the Agreement and commit to audit on a regular basis its sub-processors in relation to the processing of THALES personal data;
- cooperate actively with Thales to enable it to comply with the Applicable Data Protection Legislation, in particular with its obligations set out in articles 32 to 36 of the GDPR (including the obligation to carry out a data protection impact assessment) and to assess and document the compliance of the processing of THALES personal data, including by providing to Thales any information that Thales may need or that may be necessary;
- immediately notify Thales if it believes that Thales' instructions with respect to the processing of THALES personal data infringes any Applicable Data Protection Legislation and include sufficient details for Thales to assess the basis of such belief.

D. In the event Supplier identifies or believes that there has been any personal data breach (as defined by the GDPR), Supplier shall notify Thales without undue delay after becoming aware of such personal data breach and in any event within twenty-four (24) hours after becoming aware of such personal data breach.

E. Upon Thales' request, Supplier shall provide to Thales, without undue delay, a copy of THALES personal data it processes in the format prescribed by Thales. In addition, upon expiry or termination of the Agreement, Supplier shall cease immediately any processing of THALES personal data and shall, upon Thales' request, return and/or delete THALES personal data no later than one (1) month following Thales' request, unless Supplier informs Thales of the legal requirement preventing it from deleting all or part of THALES personal data. Supplier shall in such case implement, at its costs, the appropriate anonymization measures.