

**1. DEFINITIONS**

- 1.1 Except as defined below, capitalized terms used in this Personal Data Processing Addendum shall have the meanings ascribed to them in the applicable Contract. In addition, the following capitalized terms mean:
- (a) **“Controller”** means the entity which determines the purposes and means of the Personal Data Processing.
  - (b) **“Data Subject”** means the individual to whom the Personal Data pertains.
  - (c) **“DSR Request”** means a request or instruction from a Data Subject, including with respect to access, rectification, restriction of Personal Data Processing, erasure (“right to be forgotten”), data portability, objection to the Personal Data Processing, or automated individual decision making.
  - (d) **“Personal Data Breach”** means a breach or attempted breach of security that causes or may cause the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data in the Contractor’s possession, custody or control.
  - (e) **“Processor”** means the entity which performs Personal Data Processing on behalf of the Controller, pursuant to the Controller’s instructions and solely to provide the Work.
  - (f) **“Sub-processor”** means any Processor engaged by the Contractor.

**2. PERSONAL DATA PROCESSING**

- 2.1 The parties acknowledge and agree that with regard to the Personal Data Processing, Suncor is the Controller and the Contractor is the Processor.
- 2.2 The parties shall each comply with their respective obligations under the Data Protection Legislation.
- 2.3 The Contractor shall inform Suncor immediately if, in the Contractor’s opinion, an instruction from Suncor violates Data Protection Legislation.
- 2.4 The Contractor shall only Process Personal Data on behalf of and in accordance with Suncor’s documented instructions for purposes of (i) Personal Data Processing for business purposes, in accordance with the Contract; or (ii) Personal Data Processing to comply with other documented reasonable instructions provided by Suncor. The Contractor agrees that it shall not sell any Personal Data.
- 2.5 The Contractor shall ensure that persons authorized to process Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality. The Contractor shall instruct and train any of its and its Sub-processors’ Personnel who have access to Personal Data to maintain the confidentiality and security of the Personal Data, and shall limit access to Personal Data on a need-to-know basis.

**3. DATA SUBJECTS’ RIGHTS REQUESTS**

- 3.1 The Contractor shall, to the extent legally permitted, promptly notify Suncor if the Contractor receives a DSR Request. The Contractor shall obtain Suncor’s written instructions in regard to any DSR Request prior to taking any action or response.
- 3.2 Taking into account the nature of the Personal Data

Processing, the Contractor shall assist Suncor, at Suncor’s expense, by appropriate technical and organizational measures, insofar as this is possible, for the fulfillment of Suncor’s obligation to respond to a DSR Request under Data Protection Legislation.

- 3.3 To the extent Suncor, in its use of the Work, does not have the ability to address a DSR Request, the Contractor shall, upon Suncor’s request and expense, provide commercially reasonable efforts to assist Suncor in responding to such a DSR Request, to the extent the Contractor is legally permitted to do so.

**4. DATA PROTECTION IMPACT ASSESSMENTS**

- 4.1 The Contractor shall provide reasonable assistance to Suncor with any data protection impact assessments, and with any consultations with a competent data protection supervisory authority, required under Data Protection Legislation in relation to Personal Data Processing by the Contractor.

**5. PERSONAL DATA BREACH NOTIFICATION**

- 5.1 The Contractor shall notify Suncor as soon as possible after a Personal Data Breach and shall make such notification to Suncor prior to notifying regulators or affected individuals, unless otherwise required by Law or expressly authorized by Suncor. The Contractor shall provide Suncor with sufficient information to allow Suncor to meet any obligations to notify regulators or affected individuals of the Personal Data Breach.
- 5.2 The Contractor shall promptly make reasonable efforts to identify the cause of a Personal Data Breach and take those steps as the Contractor deems necessary and reasonable in order to remediate the cause of such a Personal Data Breach to the extent the remediation is within the Contractor’s reasonable control.

**6. SUB-PROCESSING**

- 6.1 The Contractor shall notify Suncor of all use of Sub-processors. When adding a new Sub-processor, the Contractor shall provide advance notice to Suncor. Suncor has the right to object to any new Sub-processors and no Sub-processor shall be added without Suncor’s consent.
- 6.2 The Contractor shall enter a written agreement with each Sub-processor, prior to disclosing or providing access to the Personal Data, containing data protection obligations not less protective than those in this Personal Data Processing Addendum with respect to the protection of Personal Data to the extent applicable to the nature of the Work provided by such Sub-processor.
- 6.3 The Contractor shall remain liable for the acts and omissions of its Sub-processors to the same extent the Contractor would be liable if performing the Work of each Sub-processor directly under the terms of this Personal Data Processing Addendum.

**7. SECURITY MEASURES**

- 7.1 The Contractor shall maintain, and upgrade as necessary, technical and organizational measures designed to protect the security (including protection against unauthorized or unlawful Personal Data Processing and against accidental or unlawful destruction, loss or alteration or damage, unauthorized disclosure of, or access to, Personal Data), confidentiality and integrity of Personal Data. The Contractor agrees not to allow, unless required by law or expressly

authorized by Suncor, access to Suncor Personal Data (excluding any publicly available data) by any administrative body, authority or agency. Suncor acknowledges that the Contractor may be required by law to allow such access to Suncor Personal Data. Before the Contractor discloses any such Personal Data, the Contractor shall (to the extent permitted by law) use commercially reasonable efforts to inform Suncor of the circumstances of the required disclosure and the Personal Data that must be disclosed.

#### **8. DELETION OR RETURN OF PERSONAL DATA**

- 8.1 The Contractor shall delete the Personal Data upon termination or expiry of the Contract or upon Suncor's reasonable request at any time. The Contractor may retain Personal Data to the extent required by Law and only to the extent and for such period as required by Law and always provided that the Contractor shall ensure the confidentiality of all such Personal Data and shall ensure that such Personal Data is only processed as necessary for the purpose(s) specified in the Law requiring its storage and for no other purpose.
- 8.2 The Contractor shall return Personal Data to Suncor upon request.

#### **9. AUDITS AND INSPECTIONS**

- 9.1 The Contractor shall make available to Suncor all information necessary to demonstrate compliance with this Personal Data Processing Addendum and shall allow for and contribute to audits by Suncor or a third-party auditor mandated by Suncor in relation to the Personal Data Processing. Upon Suncor's written request, the Contractor shall accurately complete a reasonable information security questionnaire provided by Suncor regarding the Contractor's data protection and information security practices and policies.
- 9.2 Suncor or a third-party auditor mandated by Suncor may, at Suncor's expense, perform an on-site inspection of the Contractor's data protection and information security practices and policies with written notice of at least ten business days. The inspection shall take place on a mutually agreed schedule that will minimize the audit's impact on the Contractor's operations. Suncor or a third-party auditor mandated by Suncor shall comply with the Contractor's security requirements related to the performance of the inspection. Due to confidentiality and security requirements, such inspections shall exclude on-site inspections of multi-tenant environments (such as data centres used by the Contractor). On-site examinations of such environments can be substituted by detailed documentation regarding the respective data protection and security measures taken and specific certifications issued by reputable third-party auditors, provided by the Contractor upon Suncor's request.
- 9.3 Suncor shall promptly notify the Contractor of any non-compliance discovered during such an audit/inspection.

#### **10. INDEMNIFICATION**

- 10.1 The Contractor shall indemnify and hold harmless the Indemnitees from all Claims which may be brought against or suffered, sustained, paid or incurred by one or more of the Indemnitees as a result of and to the extent of the Contractor's collection, use, disclosure, handling or Personal Data Processing of Personal Data in contravention of the provisions of this Personal Data Processing Addendum.

#### **11. PERSONAL DATA TRANSFERS**

- 11.1 The Contractor and all Sub-processors shall advise Suncor of any data transfers of Personal Data outside of the original location contemplated by the Contract. All new data transfers (international, inter-country or extra-provincial/state) must be approved in advance by Suncor in writing.

**END OF DOCUMENT**