

## RENEW's Standard Third Party Data Processing Clauses

### DEFINITIONS

- 1 **Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organizational measures:** as defined in the Data Protection Legislation.
- 2 **Applicable Laws** means (for so long as and to the extent that they apply to the Provider) the law of the European Union, the law of any member state of the European Union and/or the United Kingdom (upon exit from the European Union), the federal laws of the United States and the laws of any state or territory of the United States.
- 3 **Data Protection Legislation:** the General Data Protection Regulation ((EU) 2016/679) and any other European Union legislation relating to personal data, the UK Data Protection Act 2018, and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications).

### 1. DATA PROTECTION

- 1.1 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller (that is, RENEW LLC and/or its affiliates) and the Provider is the Processor. Customer and Provider have entered into a separate written agreement for the provision of services by the Provider to Customer (the **Service Agreement**), which sets forth the scope, nature and purpose of processing by the Provider, the duration of the processing and the types of Personal Data and categories of Data Subject.
- 1.2 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 1.2 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
- 1.3 Without prejudice to the generality of clause 1.2, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Provider and/or lawful collection of the Personal Data by the Provider on behalf of the Customer for the duration and purposes of the Service Agreement.
- 1.4 Without prejudice to the generality of clause 1.2, the Provider shall, in relation to any Personal Data processed in connection with the performance by the Provider of its obligations under the Service Agreement:
  - (a) process that Personal Data only on the documented written instructions of the Customer unless the Provider is required by Applicable Laws to otherwise process that Personal Data. Where the Provider is relying on Applicable Laws as the basis for processing Personal Data, the Provider shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Provider from so notifying the Customer;
  - (b) ensure that it has in place appropriate technical and organizational measures, reviewed and approved by the Customer, to protect against unauthorized or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorized or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymizing and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organizational measures adopted by it);
  - (c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
  - (d) not transfer any Personal Data to a third country unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
    - (i) the Customer or the Provider has provided appropriate safeguards in relation to the transfer;
    - (ii) the Data Subject has enforceable rights and effective legal remedies;

- (iii) the Provider complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
- (iv) the Provider complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
- (e) assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (f) notify the Customer without undue delay on becoming aware of a Personal Data Breach;
- (g) at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer upon termination of the Services Agreement unless required by Applicable Laws to store the Personal Data; and
- (h) maintain complete and accurate records and information to demonstrate its compliance with this clause 1.4 and allow for audits by the Customer or the Customer's designated auditor and immediately inform the Customer if, in the opinion of the Provider, an instruction infringes the Data Protection Legislation.

1.5 The Customer does not consent to the Provider appointing any third party processor of Personal Data under the Services Agreement.

1.6 Either party may, at any time on not less than 30 days' notice, revise the terms set forth above by replacing it with any applicable controller-to-processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when agreed to in writing by both parties).