

CANADA COUNTRY ADDENDUM

THIS CANADA COUNTRY ADDENDUM (the “Canada Addendum”) applies only to goods and services provided in Canada by Seller to Buyer and amends the HDT Automotive Solutions LLC Standard Purchase Order Terms and Conditions (the “TCs”) available at [Downloads - HDT \(hdt-auto.com\)](https://www.hdt-auto.com/Downloads). Terms capitalized but not otherwise defined in this Canada Addendum shall have the meanings ascribed to them in the TCs.

The following provisions of the TCs are hereby modified to apply specifically only to goods and services provided in Canada by Seller to Buyer. All other terms as included in the TCs remain unchanged. The sections of the TCs set forth in the left-hand column of the table below are hereby amended and/or modified. Unless otherwise specified, the amendment and/or modification in the right-hand column will replace the entire section referenced in the left-hand column. Additionally, those sections in the left-hand column denoted by a section number and “(New)” will be added to the TCs as new sections for application with respect only to goods and services provided in Canada by Seller to Buyer.

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| Section 1 (Parties; Acceptance) | The last sentence of Section 1 of the TCs is deleted in its entirety and replaced with the following: “Seller specifically disclaims reliance on any statement, promise, condition, representation, assurance or warranty that is not expressly set out in this contract. Seller’s supply is further regulated by the specific requirements of a Buyer Customer (defined in Section 11 below), where such Buyer Customer is identified to Seller, and including as specifically provided in Sections 11 and 16 below.” |
| Section 3 (Delivery Schedules; Quantities) | The following is added to the end of Section 3 of the TCs: Material releases will be communicated via “Supplier Release Planning Schedule”. Bend All Automotive ULC. will be responsible for the purchase of product that is designated as FIRM and FABRICATION on this Schedule and for any RAW MATERIAL only that is designated as RAW MATERIAL on this schedule. Items designated for Forecast are for planning only and Bend All Automotive will not be responsible for any costs associated with these Items. Bend All Automotive ULC. reserves the right to modify shipping quantities and dates on these schedules providing the Supplier 2 weeks notification for these changes. Modifications of shipping quantities or any revisions will not be made within the first 2 weeks of a schedule without the Suppliers acceptance of those changes. |
| Section 7 (Specific Performance) | Section 7 of the TCs is deleted in its entirety and replaced with the following: “Seller acknowledges and agrees that money damages will not be a sufficient remedy for any actual or threatened breach of this contract by Seller and that, in addition to all other rights and remedies that Buyer may have, Buyer will be entitled to specific performance and temporary, interim, preliminary and permanent injunctive relief in connection with any action to enforce this contract, without any requirement of a bond or other security to be provided by Buyer.” |
| Section 16 (Intellectual Property) | Section 16 of the TCs is deleted in its entirety and replaced with the following: “(a) INTELLECTUAL PROPERTY RIGHTS: (i) Applicability This Section will apply where the parties have not entered into a separate written agreement signed by their respective authorized representatives prior to or contemporaneous with the effective date of this contract with respect to the parties’ Intellectual Property Rights (defined below) that expressly prevails over this contract. (ii) Definitions “Intellectual Property Rights” means any patent, patented articles, patent applications, designs, |

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| | <p>industrial designs, copyright and related rights, software, source code, database rights, moral rights (to the extent such rights can be assigned or transferred; or where such rights are inalienable by law, this term shall refer solely to the underlying economic rights), inventions whether or not capable of protection by patent or registration, techniques, technical data, rights in confidential information (including without limitation trade secrets and know-how), and any other proprietary right, whether registered or unregistered, including applications and registrations thereof, all related and continuing rights, and all similar or equivalent forms of protection anywhere in the world. Intellectual Property Rights excludes all brands, trademarks, trade names, slogans, logos and goodwill (collectively "Trademarks") of Seller or Buyer as the case may be unless specifically identified as a deliverable or work product of Seller pursuant to this contract.</p> <p>"Background Intellectual Property Rights" means any Intellectual Property Rights and Trademarks of either Buyer or Seller (A) existing prior to the effective date of this contract or prior to the date Buyer and Seller began any technical cooperation relating to the goods or services contracted, whichever is earlier, or (B) that each party acquires or develops after these dates but in a strictly independent manner and entirely outside of any work conducted under this contract.</p> <p>"Foreground Intellectual Property Rights" means any Intellectual Property Rights and Trademarks other than Background Intellectual Property Rights, (A) that are developed in whole or in part by Buyer and/or Seller in connection with this contract or (B) relating to the goods or services contracted.</p> <p>(iii) Foreground Intellectual Property Rights</p> <p>Seller hereby assigns and agrees to assign to Buyer and to cause Seller's and affiliates' and respective employees, agents or subcontractors ("Personnel") to assign and agree to assign to Buyer all Foreground Intellectual Property Rights including, but not limited to, rights to make, have made, use, reproduce, modify, improve, prepare derivative works of, distribute, display, perform, offer to sell, sell, and import, without limitation (collectively, "Exploit") the Foreground Intellectual Property Rights. Seller shall waive, and obtain from Personnel waivers of, all moral and other non-assignable rights relating to the Foreground Intellectual Property Rights. Buyer and Seller agree to enter into a written assignment or license agreement if required under local laws and regulations. On completion of the contract Seller shall further provide to Buyer at no additional cost all designs, negatives, engineering drawings, data and information of whatsoever nature in its possession and cause its employees to sign any documents necessary to enable Buyer to file, prosecute and maintain applications to protect Foreground Intellectual Property Rights, and to otherwise enforce and exploit the Foreground Intellectual Property Right throughout the world and to obtain exclusive title thereto and Seller shall use its best efforts to facilitate the same.</p> <p>(iv) Background Intellectual Property Rights</p> <p>Buyer and Seller will each retain ownership of their respective Background Intellectual Property Rights. Seller hereby grants to Buyer and shall cause its affiliates and Personnel to grant to Buyer, an irrevocable, worldwide, nonexclusive, transferrable, royalty free, fully paid-up license, with right to sublicense to Buyer's affiliates, to all Background Intellectual Property Rights in order to Exploit the goods or services that are the subject of this contract (the "Limited License"), provided that Buyer or its affiliates will only use this Limited License in the event that (A) Seller breaches or repudiates its obligations by being unable or unwilling to deliver goods or services under this contract, or (B) in the event Seller is unable to supply goods or services under this contract as a result of a force majeure event, but in such event only for the duration of Seller's inability to supply. The term of the Limited License shall only extend beyond the expiration date of this contract for any goods existing in whole or in part on the expiration date. Buyer and Seller agree to enter into a written license agreement if required under local laws and regulations.</p> <p>(v) Copyrights</p> <p>To the extent that this contract is issued for the creation of copyrightable works, the works will, on creation of the rights, vest in Buyer and be considered "works made for hire" for Buyer under</p> |

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| | <p>applicable law, except to the extent that the works do not qualify as “works made for hire” for Buyer under applicable law, in which case Seller hereby assigns and agrees to assign to Buyer all right, title and interest in all copyrights and if lawfully permitted waives all moral rights and/or the underlying economic rights therein, and to do and execute, or arrange for the doing and executing of, each necessary act, document and thing that Buyer may consider necessary or desirable to perfect the right, title and interest of Buyer in and to the copyrights and other Intellectual Property Rights in the works.</p> <p>(vi) Right to Repair</p> <p>For the avoidance of doubt, Buyer, its successors, its affiliates, its dealers, its customers, and its subcontractors have the sublicensable right to repair, reconstruct, remanufacture, re-flash, or rebuild the specific goods delivered under this contract without payment of any royalty or consideration to Seller.</p> <p>(vii) Exclusivity</p> <p>Goods manufactured based on, produced using, or including Buyer’s Intellectual Property Rights, drawings, designs, tools, patterns, drawings and/or specifications as well as any software code or models provided by Buyer may not during the term of the contract or at any time thereafter be used for Seller’s own use or benefit or provided to third parties without Buyer’s express written authorization.</p> <p>(viii) Miscellaneous</p> <p>Nothing in this contract is an acknowledgement by Buyer of the validity of any Seller Intellectual Property Rights, including an acknowledgement that any license is required by Buyer to manufacture the goods or continue the services subcontracted. Seller shall obtain all rights and waivers of Seller’s Personnel required to enable Seller to grant Buyer the rights and licenses in this contract. Seller assumes full and sole responsibility for compensating Seller’s Personnel for such rights and waivers, including without limitation any remuneration of employees.</p> <p>Seller, on behalf of itself and Buyer, its successors, its affiliates and its customers, will comply with all obligations with respect to the Intellectual Property Rights of third parties, including without limitation those of a Buyer Customer applicable hereto, and to any software that forms any part of the goods or services contracted, including obligations under any licenses. Seller warrants that the goods manufactured hereunder shall not incorporate any Intellectual Property Rights of any third party and shall not infringe any Intellectual Property Rights of any third party.</p> <p>(b) INTELLECTUAL PROPERTY INDEMNIFICATION: Seller, without prejudice to Buyer’s rights under Section 17 hereof, will investigate, defend, hold harmless and indemnify Buyer and Buyer’s parent company, their subsidiaries, affiliates, successors or assigns and their respective dealers, and their respective directors, officers, shareholders and employees, and Buyer’s customers from and against any actual or alleged claims of infringement or other assertions of proprietary rights violations (including patent, trademark, copyright and related rights, industrial design right, or other proprietary right, misuse, or misappropriation of rights in confidential information, including without limitation know-how and trade secrets) and any and all resulting Losses, as defined in Section 17 below, relating to, arising out of or occurring in connection with the goods or services contracted, including such claims where Seller has provided only part of the goods or services (collectively “IP Claims”). Seller expressly waives any claim against Buyer, its successors, or its affiliates that any such IP Claims arose out of compliance with Buyer’s, its successors’, its affiliates’, its dealers’, or customers’ specification or direction.</p> <p>(c) TECHNICAL INFORMATION DISCLOSED TO BUYER: Seller agrees not to assert any claim with respect to any technical information that Seller shall have disclosed or may hereafter disclose to Buyer or its affiliates in connection with the goods or services covered by this contract. Any technical or other information provided by Seller to Buyer or its affiliates will not be subject to confidentiality or nondisclosure obligations unless the parties have entered into a separate written confidentiality and nondisclosure agreement signed by their respective authorized representatives with respect to such proposed confidential information.”</p> |

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| Section 17 (Indemnification) | <p>Section 17 of the TCs is deleted in its entirety and replaced with the following:</p> <p>“Without prejudice to Buyer's rights under any condition, warranty or other term implied herein by law or under any term of the contract, including under Sections 16 and 23 hereof, Seller will indemnify, defend and hold Buyer and Buyer's parent company, their subsidiaries, affiliates, successors or assigns and their respective dealers, and their respective directors, officers, shareholders and employees, and Buyer's customers (collectively, “Indemnitees”) harmless from and against any and all direct, indirect and consequential liabilities (including, to the extent applicable under the governing law, loss of profits, fine, penalty, loss of business, depletion of goodwill and similar losses), claims, demands, actions, losses, suits, damages, judgments, legal and other professional fees, costs, charges, interest, expenses, and consequences of any liabilities, of any nature, including but not limited to personal injury, death, property damage, and breach of contract claims and suits, and damages from the stopping of or interference with the production or manufacture or supply or recall by Buyer of any goods or services, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, “Losses”), asserted by any person or entity, against any Indemnitee relating to, arising out of or occurring in connection with Seller's supply of goods and/or services to Buyer hereunder and performance to this contract, except for such liability arising solely out of the gross negligence of Buyer. This applies equally to work performed by Seller or its subcontractors on Buyer's premises or utilizing the property of Buyer, whether on or off Buyer's premises.”</p> |
| Section 20 (Buyer's Property) | <p>The following sentence is added to the end of Section 20 of the TCs:</p> <p>“This Section will survive cancellation, termination, or expiration of this contract.”</p> |
| Section 23 (Remedies) | <p>The first paragraph of Section 23 of the TCs is deleted in its entirety and replaced with the following:</p> <p>“The rights and remedies reserved to Buyer in this contract shall be cumulative with, and additional to, all other or further remedies provided in this contract or at law or in equity (where applicable), including the statutory terms implied in the UK in favor of Buyer by the Sale of Goods Act 1979, the Supply of Goods and Services Act 1982, and any other applicable statute providing remedies to a purchaser of goods in any applicable jurisdiction (including, but not limited to sale of goods statutes). For each instance a Seller quality problem report or non-conformance report is issued, Buyer will charge the Seller a reasonable administration fee not to exceed \$1000.00 USD plus applicable taxes or such equivalent amount at prevailing foreign exchange rates in local currency. Without limiting the foregoing, should any goods or services fail to conform to the requirements and warranties set forth in this contract or the product specifications incorporated by reference in this contract, Buyer will be entitled to recover from Seller any and all damages, including, without limitation, any direct, indirect, incidental and consequential damages, as applicable under governing law, and all legal and other professional fees and costs incurred by Buyer as a result of such breach or failure, including, without limitation, costs, expenses and losses incurred by Buyer or its customers (a) in inspecting, sorting, testing, repairing or replacing nonconforming goods or nonconforming deliveries; (b) resulting from production interruptions; (c) in conducting recall campaigns or other corrective service actions; (d) resulting from personal injury, including death, or property damage; (e) caused by breach of any warranty or condition given by the Seller to Buyer; (f) caused by any defect in any goods supplied or services performed by the Seller or by their not complying with the appropriate specifications; (g) in the event of delays, defaults or non-deliveries, against any increase in the cost of labor or material, transportation, or any other item which would not have been incurred but for such delay, default or non-delivery; (h) incurred by Buyer under contracts entered into by Buyer the performance of which has been delayed or rendered impossible by the Seller's breach of its obligations hereunder; (i) arising directly or indirectly out of any breach by the Seller of the contract, including all reasonable costs incurred by Buyer and its customers as a result of lost production, down time or subcontract operation costs; or (j) caused by virtue of application of product liability laws such as the UK Consumer Protection Act 1987 or any similar law in any other applicable jurisdiction in the event of a defect in Seller's Product manufactured and/or supplied by the Seller where and to the extent that the defect is attributable to the design of the Seller's Product. "Seller's Product" means any product manufactured and/or supplied by the Seller in or to which a product manufactured or supplied by Buyer is comprised, provided that the Seller's Product is not in accordance with design or specification supplied by Buyer.”</p> |

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| <p>Section 24 (Customs Compliance; Export Controls)</p> | <p>Section 24(c) of the TCs is deleted in its entirety and replaced with the following:</p> <p>“Exports and re-exports will be made in accordance with all applicable laws including the laws of Canada, the United States, the EU, the People’s Republic of China, the country of Export, and country of import. Diversion contrary to law of any of these countries is strictly prohibited. Export licenses or authorizations necessary for the export of goods are Seller’s responsibility unless otherwise indicated in a purchase order, in which case Seller will provide the information necessary to enable Buyer to obtain the licenses or authorizations. Seller will promptly notify Buyer in writing of the country of origin of goods and promptly update Buyer if there are changes to the country of origin.</p> <p>Sellers, buyers, and recipients of consigned goods are not to use, transfer, export, re-export, resell or otherwise dispose of any items purchased to any destination, end-user or for any end-use prohibited by the laws of Canada, the United States or any other applicable law where such law does not conflict with the laws of the United States; unless such use, transfer, re-export, resale or disposition is specifically authorized by a government agency with export authority over the items purchased or ordered from or sold. In the event it is determined by Buyer, its agents, or a representative government agency that such representations are incorrect, Seller will indemnify, defend and hold Buyer and Buyer’s parent company, their subsidiaries, affiliates, successors or assigns and their respective dealers, and their respective directors, officers, shareholders and employees, and Buyer’s customers harmless from any and all fines, penalties, liquidated damages, or other action taken by such government agency against the goods.”</p> <p>Section 24(d) of the TCs is deleted in its entirety and replaced with the following:</p> <p>“Seller will ensure compliance with the recommendations or requirements of all applicable governmental security/anti-terrorism and enhanced border release programs (including, without limitation, Canada Border Services Agency, the United States Bureau of Customs and Border Protection’s Customs-Trade Partnership Against Terrorism (C-TPAT), Administración General de Aduanas de Mexico’s Authorized Economic Operator (Nuevo Esquema Empresa Certificada (NEEC) program), and the Export Control Law of China. At the request of Buyer or the appropriate Customs Authority, Seller will certify in writing its compliance with the foregoing.”</p> <p>Section 24(f) of the TCs is deleted in its entirety and replaced with the following:</p> <p>“Seller agrees to assume, and to indemnify Buyer and Buyer’s parent company, their subsidiaries, affiliates, successors or assigns and their respective dealers, and their respective directors, officers, shareholders and employees, and Buyer’s customers against, any and all financial responsibility including applicable duties, fees and penalties arising from Seller’s failure to comply with these requirements and/or to supply Buyer with the information required to meet legal and reporting obligations relating to customs laws, including, without limitation, any fines, penalties, forfeitures, or counsel fees incurred or imposed as a result of actions taken by the importing country’s government.”</p> |
| <p>Section 26 (Invoicing; Pricing and Payment)</p> | <p>Section 26 of the TCs is deleted in its entirety and replaced with the following:</p> <p>“If Buyer requests an invoice from Seller or if this contract requires Seller to invoice Buyer for the goods or services covered by this contract, promptly after each shipment of goods or performance of services, Seller will issue a single invoice for such shipment or agreed performance milestone to Buyer at the address, including email address if applicable, specified in this contract. Each invoice must comply with applicable law, if any, and include the following information regarding the corresponding shipment of goods or performance of services: (a) amount due (in the currency specified in this contract); (b) location of delivery or performance; (c) shipment or delivery information; (d) contract number; (e) if applicable, any relevant purchase order numbers of Buyer or Seller; (f) if applicable, the intra-EU VAT; (g) if applicable the GST/HST registration number; (h) for goods, net weight of the goods using the unit of measure specified in the order, and (i) if applicable, import information. Buyer may reject any invoice that is inaccurate or does not conform to these requirements, and Seller will promptly reissue any such rejected invoice. Buyer’s failure to reject an invoice does not constitute Buyer’s acceptance of the invoice or the goods or services to which such invoice pertains.</p> <p>The payment date shall be conditional on Buyer’s approval. The payment date shall be as specified on the purchase order and if not so stated then shall be made 60 days from the end of</p> |

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| | <p>the month following the month of receipt by Buyer of an invoice. Payments may be made electronically (including, without limitation, by bank transfer or, if agreed in writing by Buyer, recorded bill of exchange, where applicable). Where Buyer has reasonable grounds to believe goods provided by Seller under this contract may be subject to any liens, claims or encumbrances, Buyer may withhold payment pending receipt of evidence, in such form and detail as Buyer may direct, that such goods are free of any liens, claims and encumbrances.</p> <p>Seller shall assure that the goods remain competitive in terms of price, technology, design and quality with similar goods available to Buyer. If, in the reasonable opinion of Buyer, the goods do not remain competitive, Buyer, to the extent it is free to do so, will advise Seller in writing of the area(s) in which another good is more competitive with respect to price, technology, design or quality. If, within 30 days, Seller does not agree to immediately sell the goods at a competitive price, or, if applicable, with comparable technology, design or quality, Buyer may terminate this contract and purchase from another Seller without liability to Seller.</p> <p>Buyer and Seller will use their best efforts to implement cost savings and productivity improvements to reduce Seller's costs, with the understanding that the savings (after financing) will be shared as follows: (i) savings resulting from ideas generated solely by Buyer (including savings resulting from the reduction in the content of the goods) shall be for the sole benefit of Buyer and (ii) savings resulting from ideas generated by Seller shall be shared in accordance with Buyer's policy in effect at the time the suggestion is presented to Buyer, or if no such policy is in effect then on an equitable basis as mutually agreed.</p> <p>The price(s) for goods ordered under this contract shall not increase, unless the price increase is authorized by Buyer in writing. Unless Buyer agrees otherwise in writing, the price shall be fixed for the duration of the contract and unless otherwise expressly agreed in writing shall be inclusive of all charges for packaging, packing, shipping, carriage, insurance, delivery charges and charges for special tests required by Buyer of which the Seller is aware.</p> <p>Time for payment of the contract price shall not be of the essence of the contract. Failure to comply with the instructions set out herein or in a purchase order shall delay payment. Such delay shall not however affect Buyer's rights to any cash discount to be allowed on the goods. Buyer shall be entitled at all times to set off any amount owing at any time from the Seller to Buyer against any amount payable at any time by Buyer to the Seller."</p> |
| <p>Section 30 (Compliance with Laws; Forced Labor)</p> | <p>Section 30 of the TCs is deleted in its entirety and replaced with the following:</p> <p>"Seller, and any goods or services supplied by Seller, shall comply with all applicable laws, rules, regulations, orders, conventions, ordinances, or standards that relate to the manufacture, labeling, transportation, importation, exportation, licensing, approval, or certification of the goods or services, including, but not limited to, those relating to environmental matters, wages, hours and conditions of employment, subcontractor selection, discrimination, occupational health/safety, and motor vehicle safety. Seller further represents that neither it nor any of its subcontractors, vendors, agents or other associated third parties will utilize child, slave, prisoner or any other form of forced or involuntary labor, or engage in abusive employment or corrupt business practices, in the supply of goods or provision of services under this contract, and shall comply with the UK Modern Slavery Act and any similar applicable legislation. Seller agrees to comply with all applicable anti-corruption laws, including, without limitation, Foreign Corrupt Practices Act (U.S.), the Corruption of Foreign Public Officials Act (Canada), the Bribery Act (U.K.), the provisions of Part IV of the Criminal Code (Canada), and that neither it nor any of its subcontractors, vendors, agents or other associated third parties will engage in any form of commercial bribery, nor directly or indirectly provide or offer to provide, anything of value to or for the benefit of, any official or employee of a governmental authority or of any government-owned, government-controlled or government-affiliated entity to obtain or retain any contract, business opportunity or other business benefit, or to influence any act or decision of that person in his/her official capacity. At Buyer's request, Seller will certify in writing its compliance with the foregoing. Seller will indemnify and hold Buyer and Buyer's parent company, their subsidiaries, affiliates, successors or assigns and their respective dealers, and their respective directors, officers, shareholders and employees, and Buyer's customers harmless from and against any Losses arising from or relating to Seller's noncompliance with the foregoing."</p> |

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| <p>Section 31 (Cyber-Security and Data Privacy)</p> | <p>Section 31 of the TCs is deleted in its entirety and replaced with the following:</p> <p>“Seller shall comply with all applicable Data Privacy Laws in its creation, collection, receipt, transmission, storage disposal, use and disclosure of personal information about Buyer or Buyer’s customers or any individuals affiliated with any of them (“Personal Information”), and shall be responsible for any unauthorized creation, collection, receipt, transmission, access, storage, disposal, use, or disclosure of personal information under its control or in its possession. “Data Privacy Laws” shall mean applicable Laws relating to privacy and data protection, including, without limitation, the UK Data Privacy Act 2018, the General Data Protection Regulation ((EU) 2016/679) (“GDPR”) and any applicable national implementing laws, regulations and secondary legislation in any EU Member State relating to the processing of personal data and the privacy of electronic communications, as amended, replaced or updated from time to time, including the Privacy and Electronic Communications Directive (2002/58/EC) and any applicable national implementing laws, regulations and secondary legislation in any EU Member State relating thereto, the laws of Canada, including without limitation, the Personal Information Protection and Electronic Documents Act, S.C. 2000, c. 5, the Personal Information Protection Act, R.S.A. 2003, c. P-6.5, the Personal Information Protection Act, R.S.B.C. 2003, c. 63 and an Act respecting the protection of personal information in the private sector, CQLR, c. P-39.1, U.S. federal and state privacy laws and regulations, including without limitation the California Consumer Privacy Act of 2018, and any successor legislation, the Cybersecurity Law of China and, once enacted, the Personal Data Protection Law of China, and the laws of any other country dealing with Personal Information. In addition, and without limitation, to the extent that personal information about one or more individuals are collected and/or transmitted by or on behalf of Seller to Buyer, Buyer’s customer(s), and/or any other individuals or entities affiliated with or requested by Buyer, Seller represents and warrants that all such personal information has been collected in compliance with applicable Data Privacy Laws, and also that Seller has informed all concerned individuals of the purpose of such collection and transmittal of their personal information to the full extent required under applicable Data Privacy Laws. The restrictions and obligations set forth herein, as well as any and all other restrictions and obligations of Seller under any Data Privacy Laws, shall survive the termination of this Agreement.</p> <p>Seller shall, at its expense, implement, maintain and enforce appropriate administrative, physical, technical and organizational measures and other protections for the proper security of all Personal Information and other electronically available information that are no less rigorous than accepted industry practices, and shall ensure that all such safeguards, including the manner in which personal information is created, collected, accessed, received, used, stored, processed, disposed of, and disclosed, comply with Data Privacy Laws, as well as these terms and conditions. Seller shall take all reasonable measures to secure and defend its physical premises, information systems and equipment against any virus or malware, or “hackers” and others who may seek, without authorization, to modify or access Seller’s or Buyer’s systems or the information found therein, and Seller shall periodically test its information systems for potential security vulnerabilities.</p> <p>In the event of any actual or suspected unauthorized access to or use, disclosure or acquisition of Personal Information in violation of this Agreement or any Data Privacy Laws, or of any actual or suspected act or omission that compromises the security, confidentiality, or integrity of Personal Information, or the receipt of a complaint in relation to the privacy and data security practices of Seller that relates to Personal Information (each a “Cybersecurity Event”) Seller shall inform Buyer of such Cybersecurity Event as soon as possible, and in any case within 24 hours, after Seller discovers such Cybersecurity Event. Seller shall at all times cooperate with Buyer, and follow Buyer’s instructions with regard to such Cybersecurity Event, in order to enable Buyer to perform a thorough investigation into the incident, to formulate a correct response, and to take suitable further steps in respect of the incident. Seller shall, without undue delay, (a) provide Buyer with a summary of known information about such Cybersecurity Event, including the categories and approximate number of both individuals and personal information records concerned, (b) implement required measures to remedy the effects of such Cybersecurity Event, (c) provide all additional information requested by Buyer about the Cybersecurity Event and corresponding response, and (d) within two weeks after Seller completes its investigation of the Cybersecurity Event, provide a report to Buyer, containing, without limitation, a description and timeline of the Cybersecurity Event, the cause(s) and suspected perpetrators of the Cybersecurity</p> |

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| | <p>Event, the measures Seller has implemented to avoid similar future Cybersecurity Events, the nature and extent of information that may have been misappropriated, compromised, destroyed, or otherwise affected by or accessed as a result of the Cybersecurity Event, and any actual or potential financial impacts to each of Buyer and Seller as a result of the Cybersecurity Event. In connection with the requirements of this Section, Seller shall, at its sole expense, promptly investigate the Cybersecurity Event and fully cooperate with Buyer's investigation, including by (i) providing Buyer with physical access to the facilities and operations affected; (ii) facilitating interviews with Seller's employees and others involved in the matter; and (iii) making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable Data Privacy Laws, industry standards, or as otherwise required by Buyer. Seller shall fully and promptly implement all required remedial actions to prevent the Cybersecurity Event from continuing and to prevent similar future events.</p> <p>Seller will not inform any third party of any Cybersecurity Event without first obtaining Buyer's prior written consent, except when required to do so by law. Seller agrees that Buyer has the sole right to determine (a) whether to provide notice of the incident to any concerned individuals, supervisory authorities, regulators, law enforcement agencies or others, as required by law or regulation or in Buyer's discretion, including the contents and delivery method of the notice; and (b) whether to offer any type of remedy to affected individuals, including the nature and extent of such remedy.</p> <p>Seller shall assume all costs associated with a Cybersecurity Event, including but not limited to outside investigation and services (including mailing, call center, forensics, counsel and/or crisis management) and/or credit monitoring, in the sole determination of Buyer. Seller agrees, at Buyer's request, if Buyer determines Seller is providing services that include processing of personal information subject to EU law outside of the EEA, to agree to a data processing agreement on the basis of EU Standard Contractual Clauses and implement any relevant additional measures to comply with EU law prior to any transfer of personal information from Seller or its Customer to Buyer."</p> |
| Section 37 (Entire Agreement) | <p>Section 37 of the TCs is deleted in its entirety and replaced with the following:</p> <p>"This contract, together with the attachments, Canada Country Addendum, exhibits, supplements or other terms of Buyer specifically referenced in this contract, constitutes the entire agreement between Seller and Buyer with respect to the matters contained in this contract and with the exception of any fraudulent or negligent representations supersedes all prior oral or written representations and agreements. This contract may only be modified by a purchase order amendment/alteration issued by Buyer."</p> |
| Section 38 (Language) | <p>(NEW)</p> <p>"The parties declare that they have requested, and hereby confirm their request, that this contract be drafted in the English language. Les parties déclarent qu'elles exigent, et par les présents, confirment leur demande que ce contrat soit rédigé en anglais."</p> |