

Provisions that apply if the Contractor Processes Ordering Party Data or accesses Ordering Party Information Systems

1 Information security

- a) Where the Contract involves either the Contractor's:
 - (i) accessing Ordering Party Information Systems otherwise than using, from the Ordering Party's (or Affiliate's) premises, hardware that the Ordering Party provides for that purpose; or
 - (ii) Processing Ordering Party Data otherwise than directly on Ordering Party Information Systems,

the Contractor shall, and shall ensure that its Auxiliary Persons shall comply with the Ordering Party's Information Security Schedule available at [Legal documents | PMI - Philip Morris International](#) (as varied or replaced from time to time).

- b) Where the Contractor accesses Ordering Party Information Systems using hardware that the Ordering Party provides for that purpose when at the Ordering Party's (or Affiliate's) premises, the Contractor shall, and shall ensure that its Auxiliary Persons shall, comply with the Ordering Party's policies concerning access to and security of such Ordering Party Information Systems.

2 Data protection- Processing by the Contractor

Rights and obligations of Contractor and Ordering Party – Contractor as Data Processor of Ordering Party Personal Data

2.1 This clause 2.1 applies to all the Contractor's Processing of Ordering Party Personal Data, save where the Contractor Processes Ordering Party Personal Data as a Data Controller as specified in clause 2.3.

- a) The Ordering Party appoints the Contractor as its Data Processor.
- b) The Contractor shall Process Ordering Party Personal Data only:
 - (i) on behalf of the Ordering Party (and not for itself);
 - (ii) for the purpose of performing the Contract;
 - (iii) so far as necessary to perform the Contract; and
 - (iv) in accordance with the Ordering Party's reasonable and documented instructions from time to time.

- c) Data Processing particulars

The particulars of the Processing under clause 2.1 are as set out below, save to the extent amended or supplemented in the Order:

(i) Subject matter of the Processing:	The performance of the Contract to the Ordering Party.
(ii) Duration of the Processing:	The term of the Contract.
(iii) Nature and purpose of the Processing:	As per the Contract's subject, and as further specified in the Order.
(iv) Types of Personal Data being Processed:	See the Order.
(v) Categories of Data Subject to whom the Personal Data being Processed relates:	See the Order.

d) Subprocessing

Subject to provisions of the Contract related to engagement of subcontractors, should the Contractor appoint any subcontractor as a further Data Processor to Process Ordering Party Personal Data, the Contractor shall engage them on terms that provide equivalent protections to those set out in this clause 2.

e) Data transfers

The Contractor may not Process Ordering Party Personal Data outside the Contractor's jurisdiction (and, where the Seller is in the European Economic Area, the Seller's jurisdiction shall be considered to be the European Economic Area) unless it has first: (i) obtained the Ordering Party's prior written consent; and (ii) agreed with the Ordering Party, and put in place, the measures which are necessary to ensure the transfer is in compliance with applicable data protection law.

f) Assistance to the Ordering Party

(i) The Contractor shall, upon the Ordering Party's request, assist the Ordering Party to assess the impact of the Processing on the protection of Ordering Party Personal Data, including by providing:

- (A) a systematic description of the way that Ordering Party Personal Data is Processed or planned to be Processed;
- (B) a description of the measures it has implemented to protect Ordering Party Personal Data and to assist the Ordering Party in responding to Data Subject requests; and

(C) an assessment of the specific risks, of which the Contractor is aware, to the rights and freedoms of Data Subjects arising out of or in connection with the Contractor's Processing.

(ii) The Contractor shall assist the Ordering Party as reasonably requested in cases where the Ordering Party decides to carry out a prior consultation with the relevant data protection authority.

g) Data Processing record

The Contractor shall:

(i) maintain a list of all subprocessors that it has engaged to Process Ordering Party Personal Data, and of the location of such subprocessors (including all proposed locations of Processing);

(ii) make that list available to the Ordering Party upon request (for example, by making it available on the Contractor's corporate website); and

(iii) keep that list up to date.

h) Audit

The Contractor shall make available to the Ordering Party all information necessary to demonstrate compliance with this clause 2 and applicable data protection law and allow for and contribute to audits (including inspections) of that compliance, conducted (upon reasonable notice and within normal business hours) by the Ordering Party or another auditor mandated by the Ordering Party.

i) Return of Ordering Party Personal Data

Within 14 days of the expiry (or termination) of the Contract, the Contractor shall (at the Ordering Party's election) destroy or return to the Ordering Party all Ordering Party Personal Data in its possession or control. This requirement shall not apply to the extent that the Contractor is required by applicable law to retain some or all of the Ordering Party Personal Data.

j) Data Subjects

The Contractor shall, if it receives any communication from any person (including Data Subjects or data protection authorities) with respect to its Processing of Ordering Party Personal Data:

a) notify the Ordering Party within 1 working day of receiving it;

b) assist the Ordering Party as reasonably required to enable the Ordering Party to respond to it; and

c) not respond directly to it without the Ordering Party's written permission.

k) Duty to Inform Ordering Party of infringements

The Contractor shall inform the Ordering Party immediately in writing if it considers that any of the Ordering Party's instructions infringe applicable data protection law.

l) Assistance with Security Events

The Contractor shall assist the Ordering Party with any Data Breach and any suspected or threatened Data Breach (each, a "**Security Event**") by:

- (i) notifying the Ordering Party within 24 hours of becoming aware of the Security Event;
- (ii) providing the Ordering Party with all relevant information and documentation in its (or its subprocessors') knowledge, possession or control concerning the Security Event; and
- (iii) by co-operating with the Ordering Party and taking such steps as the Ordering Party may reasonably require to assist in investigating, mitigating and remediating any Security Event.

Rights and obligations of the Contractor and the Ordering Party – Contractor as either Data Processor or (to the extent specified in clause 2.3) Data Controller of Ordering Party Personal Data

2.2 This clause 2.2 applies both to the Contractor's Processing of Ordering Party Personal Data as a Data Processor, and (to the extent specified in clause 2.3) to its Processing of Ordering Party Personal Data as a Data Controller.

The Contractor shall:

- a) comply with all applicable data protection law in Processing Ordering Party Personal Data;
- b) ensure that each person acting under its authority with access to Ordering Party Personal Data is bound by appropriate contractual obligations of confidentiality or is under an appropriate statutory obligation of confidentiality in relation to Ordering Party Personal Data; and
- c) implement and maintain appropriate technical and organisational measures necessary to protect the Ordering Party Personal Data from accidental or unlawful destruction, damage, loss, alteration, unauthorised disclosure or access, including the measures set out in the Ordering Party's Information Security Schedule available at [Legal documents | PMI - Philip Morris International](#) and (without prejudice to the generality of the foregoing), as required by applicable data protection law.

Rights and obligations of the Contractor and the Ordering Party – Contractor as Data Controller of certain Ordering Party Personal Data

- 2.3 The Contractor shall Process on its own behalf, as a Data Controller, Ordering Party Personal Data only to the extent that it comprises (i) contact details of personnel of the Ordering Party and its Affiliates; and (ii) login and password data, audit trail data and any similar data generated by or in connection with the information processing system(s), if any, used by the Contractor to perform the Contract, in each case only to the extent necessary to Process such data for the purpose of:
- a) exercising its legal rights;
 - b) managing its commercial relationship with the Ordering Party and its Affiliates, provided this shall not include profiling, or marketing to, individual employees of the Ordering Party or its Affiliates, or of a supplier to any of them, or making available the Ordering Party Personal Data to any third party for any purpose other than as agreed in writing with the Ordering Party or as required by applicable law; or
 - c) operating such systems and back office processes as are necessary in order to perform the Contract.
- 2.4 The Contractor shall, where it acts as a Data Controller, notify the Ordering Party as soon as is reasonably practicable of a Data Breach after becoming aware of it, and shall (without prejudice to its other obligations under this clause 2) consult with the Ordering Party about such steps as may reasonably be necessary or appropriate to investigate, mitigate and remediate the Data Breach and otherwise assist the Parties to discharge their respective obligations under applicable data protection law.

3 Rights and obligations of the Contractor and the Ordering Party – Ordering Party as Data Controller of certain Personal Data relating to Contractor

- 3.1 The Ordering Party and its Affiliates will Process on their own behalf (each as a Data Controller) certain Personal Data relating to the Contractor, its affiliates, its and their suppliers, and its and their employees. For details, see the Business Partner Privacy Notice available at [Privacy Notice \(pmiprivacy.com\)](https://pmiprivacy.com) (as varied or replaced from time to time).
- 3.2 The Ordering Party shall, where it acts as a Data Controller, notify the Contractor as soon as is reasonably practicable after becoming aware of a breach affecting Personal Data relating to the Contractor as Processed by the Ordering Party pursuant to clause 3.1 above, and shall consult with the Contractor about such steps as may reasonably be necessary or appropriate to investigate, mitigate and remediate the Data Breach and otherwise assist the Parties to discharge their respective obligations under applicable data protection law.

4 Definitions

Unless defined otherwise herein, the terms defined in the general Terms and Conditions have the same meaning as in this document.

“**Affiliate**” means any entity which controls, is controlled by, or is under common control with, the relevant party; and “**control**” (and variants of it) means the ability, directly or indirectly, to direct the affairs of another by means of ownership, contract or otherwise.

“Auxiliary Person” means any person working directly or indirectly for another (such as an employee (or equivalent), a subcontractor, or an employee (or equivalent) of a subcontractor, of the person concerned) or an officer, representative or adviser of that person.

“Data Breach” means any breach of security leading to the accidental or unlawful destruction, damage, loss, alteration, unauthorised disclosure of, or access to, Ordering Party Personal Data transmitted, stored or otherwise Processed.

“Data Controller” means a person who, alone or jointly with others, determines the purposes and means of the Processing of Personal Data.

“Data Processor” means a person who Processes Personal Data on behalf of a Data Controller.

“Data Subject” means an identified or identifiable individual. An “identifiable” individual is one who can be identified, directly or indirectly, including by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to his physical, physiological, genetic, mental, economic, cultural or social identity.

“Ordering Party Data” means data that either:

- a) the Ordering Party, or a person acting on its behalf, provides to the Contractor, or permits the Contractor to access, in connection with the Contract; or
- b) the Contractor creates while performing its obligations from the Contract.

“Ordering Party Information Systems” means information technology and communications systems, networks, services and solutions (including all hardware, software and documentation that either (a) form part of such systems and networks, or (b) are used in the provision of such services and solutions) that are either owned by the Ordering Party (or one of its Affiliates) or are reserved for its (or their) operation.

“Ordering Party Personal Data” means Ordering Party Data that is Personal Data.

“Personal Data” means any data that relates to a Data Subject.

to **“Process”** (and variants of it, such as “Processing”) means to perform any operation or set of operations upon data, whether or not by automatic means, such as collecting, recording, organising, storing, adapting or altering, retrieving, consulting, using, disclosing (by transmission, dissemination or otherwise making available), aligning or combining, blocking, erasing or destroying.