

January 1, 2023

Re: Updates to Data Processing Agreements to incorporate applicable Privacy Laws

Dear Vendor:

By way of this letter, (the "**Letter Agreement**") new and amended data processing terms are hereby incorporated into any existing agreement between FCA US LLC, a Delaware limited liability company with offices at 1000 Chrysler Drive, Auburn Hills, Michigan 48326-2766 ("**FCA**"), and you ("**Supplier**"), in which Supplier provides products or services to FCA and Supplier receives or Processes any FCA Personal Data ("**Agreement**").

FCA and Supplier (collectively, the "**Parties**") agree as follows:

1. **Definitions.** Capitalized terms that are used but not defined in this Letter Agreement have the meanings given to them in the Agreement. In this Letter Agreement, the following terms will have the meanings set forth below:
 - 1.1 "**Controller**" means the entity that alone or jointly with others determines the purposes and means of the Processing of Personal Data, and includes "**Business**" and similar terms under applicable Privacy Laws.
 - 1.2 "**Deidentified Data**" has the meaning set out in the applicable Privacy Laws and includes "deidentified information" and similar terms under applicable Privacy Laws.
 - 1.3 "**FCA Personal Data**" means any Personal Data Processed by Supplier or a Subcontractor, on behalf of FCA, or pursuant to the Services.
 - 1.4 "**Personal Data**" means and includes (i) any information or data that identifies, relates to, describes, is capable of being associated with, or could be reasonably linked, directly or indirectly, with a particular individual, household, or device, including but not limited to name, contact information, VIN, IP address, device identifier, cookie identifier, advertising identifier, MAC address, (ii) any characteristics, demographic details, and/or usage information associated with personal data, and (iii) any information defined as personal data, personal information, or an equivalent term under applicable Privacy Laws.
 - 1.5 "**Privacy Laws**" means the current and future data protection and privacy laws of or within any country, including, without limitation (where and to the extent applicable), the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act ("**CCPA**").
 - 1.6 "**Process**" or "**Processing**" means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination, or otherwise making available, alignment or combination, restriction, erasure, or destruction of data.



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- 1.7 **“Processor”** means the person or entity that Processes Personal Data only on behalf of and subject to the written instructions of the Controller(s) and includes **“Service Provider”** and similar terms under applicable Privacy Laws.
 - 1.8 **“Services”** means the products, services and other activities to be supplied to or carried out by or on behalf of Supplier for FCA pursuant to the Agreement.
 - 1.9 **“Subcontractor”** means any third-party Processor appointed by Supplier or another Subcontractor who may Process FCA Personal Data in connection with the Services. An Affiliate of Supplier may be a **“Subcontractor”** under this Letter Agreement.
 - 1.10 The terms **“Business Purpose,” “Commercial Purpose,” “Consumer,” “Data Subject,” “Sell,”** and **“Share”** shall have the same meaning as in the applicable Privacy Laws (in particular, the CCPA) and, in each case, their cognate terms shall be construed accordingly.
- 2. Acknowledgment.** The Parties acknowledge and agree that:
- 2.1 Supplier Processes FCA Personal Data as a Service Provider pursuant to the Agreement.
 - 2.2 Specific contract provisions required under applicable Privacy Laws must be incorporated into the Agreement.
 - 2.3 In light of the foregoing, the Parties desire to enter into this Letter Agreement in order to set forth their respective obligations with regard to any Processing of Personal Data.
- 3. Supplier Obligations.** With respect to FCA Personal Data, and in accordance with applicable Privacy Laws, Supplier represents, warrants and covenants that:
- 3.1 *Compliance with Law.* Supplier shall comply with all obligations applicable to Supplier under applicable Privacy Laws and shall provide the same level of privacy and security protection as is required by applicable Privacy Laws.
 - 3.2 *Purpose Limitation.* To the extent that FCA discloses, shares, or otherwise makes available FCA Personal Data to Supplier, FCA does so for the limited and specified purposes of providing the specific Services which it has been engaged to provide to and on behalf of FCA or a FCA Affiliate pursuant to the Agreement, and to only permit Subcontractors to Process FCA Personal Data in compliance with Section 6.
 - 3.3 *Supplier Restrictions.* Supplier will not:
 - 3.3.1 **“Sell”** or **“Share”** any FCA Personal Data (as those terms are defined under applicable Privacy Laws, in particular, the CCPA);
 - 3.3.2 Use, disclose, maintain, or otherwise Process FCA Personal Data except as set forth in Sections 3.1 and 3.2;
 - 3.3.3 Retain FCA Personal Data upon the expiration or termination of the Agreement except as set forth in Section 9;
 - 3.3.4 Retain, use, disclose, or otherwise Process FCA Personal Data outside of its direct business relationship with FCA created under the Agreement or for any other business or commercial purpose specified in the Agreement or as otherwise permitted by applicable Privacy Laws; or
 - 3.3.5 Combine FCA Personal Data regarding an individual that Suppliers receives from, or on behalf of, FCA with Personal Data that it receives from, or on behalf of, another

person, or collects from Supplier's own interaction with the individual, provided that Supplier may combine FCA Personal Data to perform any Business Purpose (as defined under applicable Privacy Laws, in particular, the CCPA).

Supplier certifies that it understands and will comply with the foregoing restrictions.

- 3.4 *Deidentified Data.* To the extent that FCA discloses or otherwise makes available Deidentified Data to Supplier, Supplier agrees to (i) take reasonable measures to ensure that the Deidentified Data cannot be associated with an individual or household; (ii) publicly commit to maintain and use the information in deidentified form and not attempt to reidentify the information; and (iii) contractually obligate any further recipient to comply with all provisions of this Section 3.4.
- 3.5 *Inability to Meet Privacy Law Obligations.* Supplier will promptly notify FCA without undue delay if it is or believes it (or any Subcontractor) will be unable to comply with the terms of this Letter Agreement or applicable Privacy Laws. In such case, Supplier will, in consultation with FCA, take reasonable and appropriate steps to stop and remediate such non-compliance, and at FCA's request, promptly cease any Processing of FCA Personal Data.
4. **Details of Processing.** The nature and purpose of the Processing is to enable Supplier to provide FCA with Services that entail the Processing of Personal Data on FCA's behalf, and its duration is determined by the term of the Agreement. Supplier will Process the categories of Personal Data as described in the Agreement.
5. **Security.** Supplier will implement and maintain appropriate technical, physical, administrative, and organizational measures and controls, and supporting and documented policies and procedures, required to protect the confidentiality, security, availability, and integrity of information and information systems ("**Security Controls**") that:
 - 5.1 Meet or exceed the more stringent requirements set forth in the Agreement, provided to or made available to Supplier, or established by FCA in one or more security policies and documents set forth on or referred to in FCA's eSupplier Connect Portal located at www.esupplierconnect.com ("**Supplier Portal**");
 - 5.2 Comply with applicable Privacy Laws;
 - 5.3 Ensure the confidentiality, security, integrity, and availability of FCA Personal Data; and
 - 5.4 Protect against theft, unauthorized or unlawful acquisition, access, or Processing of or accidental loss, destruction, alteration, or damage to FCA Personal Data that are appropriate in light of the risks or harm that might result from such failure to so protect the FCA Personal Data or implement or maintain such Security Controls.
6. **Subcontractors.**
 - 6.1 Supplier will provide FCA written notice and the opportunity to object, prior to engaging or allowing the Processing of FCA Personal Data by a new Subcontractor; such notice will include a description of the Services to be provided by, and the name and location of the Subcontractor. FCA may reasonably object to the new Subcontractor by notifying Supplier in writing of its objection, within 90 days of receiving such written notice from Supplier. If FCA objects to the new Subcontractor within 90 days of Supplier's notice, the Parties will work

together in good faith to resolve FCA's objections or identify a reasonable alternative to the new Subcontractor, and Supplier will not appoint such new Subcontractor to Process FCA Personal Data until FCA has subsequently consented to such new Subcontractor in writing. If FCA does not object to the appointment of the new Subcontractor within 90 days of Supplier's written notice, FCA will be deemed to have consented.

- 6.2 Supplier shall: (i) ensure that each Subcontractor complies with each obligation of this Agreement and Privacy Laws applicable to "Supplier"; (ii) be fully responsible and liable for the acts and omission of each Subcontractor; and (iii) enter into a written contract including terms which require the Subcontractor to meet or exceed the obligations of "Supplier" in this Letter Agreement and applicable Privacy Laws.
- 7. Reasonable Cooperation.** Taking into account the information available to Supplier, Supplier will (and will ensure that each Subcontractor will and does):
- 7.1 Promptly notify FCA if Supplier or any Subcontractor receives an inquiry, request, or complaint from a third party (including a Data Subject or governmental authority) relating to FCA Personal Data or the Services ("**Request**");
- 7.2 Not respond to any Request except on the documented written instructions of FCA or as required by applicable law to which Supplier or Subcontractor is subject, in which case Supplier will to the extent permitted by such applicable law, inform FCA of that legal requirement before responding to the Request;
- 7.3 Provide reasonable assistance to FCA: (i) to enable FCA to respond to Requests under applicable Privacy Laws, and (ii) with any privacy or data protection impact assessments or any prior consultations with or other notification obligations to governmental authorities, or as necessary for FCA to respond to any inquiry or action of a governmental authority.
- 8. Data Breach.** Supplier will (and will ensure that each Subcontractor will and does) notify FCA without undue delay, and in any case within 24 hours of the breach of the security of FCA Personal Data, if the FCA Personal Data was, or is reasonably believed to have been, accessed and/or acquired by an unauthorized person ("**Data Breach**"). In addition, Supplier shall: (i) provide FCA with sufficient information to allow FCA to meet any obligations to report or inform Data Subjects of the Data Breach under applicable Privacy Laws, and (ii) cooperate with FCA and take such reasonable commercial steps as are directed by FCA to assist in the investigation, mitigation, and remediation of such Data breach.
- 9. Deletion/Return of Personal Data.** Supplier will (and will ensure that Subcontractors will and do) promptly and in any event within thirty (30) calendar days of the date of cessation of any the Services or termination of the Agreement (unless a shorter time-period is required by applicable Privacy Laws), cease Processing FCA Personal Data and delete, and if requested by FCA return a copy of, FCA Personal Data. Upon request by FCA, Supplier will provide written certification to FCA that it and each Subcontractor has fully complied with this Section 9.
- 10. Audit Rights.** Without limitation on any audit rights set forth in the Agreement, Supplier will (and will ensure that each Subcontractor will and does): (i) make available to FCA on request all information reasonably necessary to demonstrate compliance with this Letter Agreement and/or applicable Privacy Laws; and (ii) allow, contribute to, and cooperate in audits and inspections by FCA and any auditor mandated by FCA in relation to the Processing of FCA Personal Data by Supplier or any Subcontractor and their privacy and Security Controls. Without limiting the



FIAT CHRYSLER AUTOMOBILES

foregoing, Supplier will (and will ensure that each Subcontractor will and does), upon request by FCA, provide FCA with copies of relevant privacy and security policies and process and procedure documents for review and audit purposes.

11. General Terms.

11.1 **Incorporation.** By your use of the Supplier Portal and continued business with FCA, you acknowledge that this Letter Agreement is incorporated into and forms part of the Agreement.

11.2 **Conflicts.** In the event of a conflict between the terms of the Letter Agreement and the Agreement, the terms of the Letter Agreement shall prevail. Except as specifically amended by this Letter Agreement, the terms and conditions of the Agreement shall remain in full force and effect. The Parties hereby agree that the Agreement, as amended by this Letter Agreement, constitutes the final, complete and exclusive agreement of the Parties with respect to the subject matter thereof and hereof and supersedes all prior understandings and agreements relating to such subject matter.

12. Privacy Policies.

For the US: https://www.chrysler.com/crossbrand_us/privacy

Manage Your Privacy Choices <https://privacyportal.onetrust.com/webform/abdee64f-f547-46bd-97a7-f56d58479fce/664c75ee-ee67-4927-90fe-34d84d7e6fd1>

For Mexico: <https://avisodeprivacidad.stellantis.com.mx/>

For Canada: <https://www.fcacanada.ca/privacy/>

Sincerely,

FCA US LLC Purchasing