

PRIVACY AND DATA PROTECTION APPENDIX

V1.0 2 April 2024

SECTION I - DEFINITIONS

- 1.1 **Defined Terms.** The following definitions and rules of interpretation apply in this Appendix. Any words following the terms “including,” “include,” “e.g.,” “for example” or any similar expression are for illustration purposes only.
- (i) **Appendix** means this Privacy and Data Protection Appendix.
 - (ii) **Contract Document** means the relevant agreement, contract, statement of work, task order, purchase order or other document governing the provision of goods, services and/or deliverables by Supplier to GE Vernova.
 - (iii) **Controlled Data** is technical or government information with distribution and/or handling requirements proscribed by law or regulation, including but not limited to controlled unclassified information and license required export-controlled data, which is provided by GE Vernova to the Third Party or created by the Third Party in connection with performance of the Contract Document.
 - (iv) **Beneficial Use of Data** is the use of data in a lawful manner to gain profit, advantage, or enjoyment from it.
 - (v) **Data Controller** means the natural or legal person, public authority, agency, or other body which alone or jointly with others, determines the purposes and means of the processing of personal data.
 - (vi) **Data Processor** means the natural or legal person, public authority, agency, or other body, which processes personal data on behalf of the data controller.
 - (vii) **Data Subject** means an identified or identifiable natural person. Legal entities are Data Subjects where required by law.
 - (viii) **GE Vernova means** GE Vernova Inc. and/or any GE Vernova Affiliate.
 - (ix) **GE Vernova Affiliate** means any entity that is directly or indirectly in control of, controlled by, or under common control with GE Vernova, whether now existing, or subsequently created or acquired during the term of the Contract Document.
 - (x) **GE Vernova Confidential Information** is information created, collected, or modified by or on behalf of GE Vernova that would pose a risk of causing harm to GE Vernova if disclosed or used improperly, and is provided and identified as such to the Supplier under the Contract Document.
 - (xi) **GE Vernova Data** is GE Vernova Highly Confidential Information, GE Vernova Confidential Information, Personal Data from any jurisdiction, Controlled Data, or Sensitive Personal Data.
 - (xii) **GE Vernova Highly Confidential Information** is GE Vernova Confidential Information that GE Vernova identifies as “highly confidential” in the Contract Document, or that GE Vernova identifies as “Restricted,” “Highly Confidential,” or similar at the time of disclosure.
 - (xiii) **GE Vernova Information System(s)** means any systems and/or computers managed by GE Vernova, which includes laptops and network devices.
 - (xiv) **Mobile Devices** means tablets, smartphones and similar devices running mobile operating systems. Laptops are not considered Mobile Devices.
 - (xv) **Privacy Laws** means any law, regulation, binding guidelines or similar legislative or administrative text that applies to the privacy, protection, security and/or processing of Personal Data, including without limitation the EU or UK General Data Protection Regulation, Brazil’s Lei Geral de Proteção de Dados or the California Consumer Privacy Act.
 - (xvi) **Personal Data** means any information related to an identified or identifiable natural person (Data Subject) in or from any jurisdiction, and any equivalent term as defined under applicable laws that is Processed by or on behalf of Supplier in connection with the Contract Document and includes, at a minimum, Personal Data that is part of GE Vernova Data.
 - (xvii) **Process(ing)** means to perform any operation or set of operations upon GE Vernova Data, whether or not by automatic means, including, but not limited to, anonymizing, de-identifying, collecting, recording, organizing, storing, adapting or altering, retrieving, accessing, consulting, using, disclosing by transmission, disseminating, or otherwise making available, aligning or combining, blocking, erasing or destroying.

- (xviii) **Security Incident** means any event in which GE Vernova Data is or is suspected to have been lost, stolen, improperly altered, improperly destroyed, used for a purpose not permitted under the Contract Document or this Appendix, or accessed by any person other than Supplier Personnel pursuant to the Contract Document or this Appendix.
- (xix) **Sensitive Personal Data** is a category of Personal Data considered to be especially sensitive and includes medical records and other personal health information, including protected health information (PHI), as defined in and subject to the U.S. Health Insurance and Portability Act of 1996 where applicable; personal bank account and payment card information and other financial account information; customer bank account and payment card information; national identifiers; and special categories of data under applicable law (such as racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic and biometric data, home life and sexual orientation). In some jurisdictions “Sensitive Personal Information or Data” is a defined term. Where any law or regulations applying such jurisdictional definition apply, the term ‘Sensitive Personal Data’ as defined herein is intended to include, without limitation, all data or information falling within such jurisdictional definition.
- (xx) **Supplier** is the entity providing goods, services and/or deliverables to GE Vernova pursuant to the Contract Document. Supplier may also be referred to as Third Party. As used herein, “Supplier” shall also mean Supplier and Supplier affiliate, collectively.
- (xxi) **Supplier Information System(s)** means any Supplier system(s) and/or computer(s) used to Process, store, transmit and/or access GE Vernova Data pursuant to the Contract Document, which includes laptops and network devices.
- (xxii) **Supplier Personnel** means all persons or entities providing services and/or deliverables under the Contract Document, including Supplier’s employees, approved affiliates and third parties (for example, suppliers, contractors, subcontractors, and agents), as well as anyone directly or indirectly employed, engaged or retained by any of them.
- (xxiii) **Trusted Third Party Network Connection** is a physically isolated segment of the Third-Party network connected to GE Vernova internal network in a manner identical to a standard GE Vernova office.
- 1.2 **Other Definitions.** Capitalized terms used in this Appendix and not defined herein shall have the meaning given to them in the Agreement. Capitalized terms used in Section III of this Appendix and not defined in this Appendix shall have the meaning given to them in the GE Vernova Third Party Cyber Security Requirements available here <https://www.gevernova.com/suppliers/policies>.

SECTION II - GENERAL PROVISIONS

- 2.1 **Compliance with Laws.** Supplier shall Process all Personal Data fairly and lawfully and in accordance with Privacy Laws and all other laws applicable to Supplier’s activities concerning Personal Data.
- 2.2 **Beneficial Use.** The parties agree that GE Vernova has sole authority to authorize any Beneficial Use of Data, or beneficial or secondary use of GE Vernova Data by Supplier or any third party. Notwithstanding any provision in the Contract Document or any other agreement between the parties to the contrary, Supplier’s uses of GE Vernova Data are strictly limited to uses that are explicitly agreed to hereunder or necessary to perform under a Contract Document, or otherwise authorized in writing by GE Vernova. Without limiting the generality of the foregoing, and notwithstanding any provision in the Contract Document or any other agreement between the parties to the contrary, Supplier and Supplier Personnel shall not in any case use GE Vernova Data for algorithmic training, artificial intelligence models, machine learning or similar purposes, without GE Vernova’s prior written consent.
- 2.3 **Additional Regulatory Requirements.** In the event Supplier Processes GE Vernova Data that is subject to additional regulatory requirements, or in a manner subject to additional regulatory requirements, Supplier agrees to cooperate with GE Vernova for GE Vernova’s compliance with such requirements. Such cooperation may include, without limitation, execution of additional agreements required by applicable law (e.g., EU Standard Contractual Clauses, U.S. Protected Health Information Agreement), compliance with

additional security requirements, completion of regulatory filings applicable to Supplier, and participation in regulatory audits.

- 2.4 **Insurance.** Supplier shall obtain Technology Errors & Omissions Liability Insurance, with a minimum limit of USD \$10,000,000 per claim and in the aggregate, covering all services and products including failure of IT security and data privacy breach and software copyright infringement. If coverage is on a claims-made basis, the policy must contain a retro date which precedes the effective date of this Agreement and continuity must be maintained for one year following termination or expiration of this Agreement.
- 2.5 **Precedence.** The requirements in this Appendix are in addition to any confidentiality obligations between GE Vernova and the Supplier under the Contract Document. In the event of inconsistency or conflict between this Appendix and the Contract Document with respect to a subject covered by this Appendix, the provision requiring the higher level of protection for any Personal Data or other GE Vernova information governed by this Appendix shall prevail.
- 2.6 **Affiliates.** It is the parties' express intent that GE Vernova or the applicable GE Vernova Affiliate(s) responsible for the protection of any of the Personal Data or other GE Vernova information governed by this Appendix may enforce the terms of this Appendix, and in the case of the applicable GE Vernova Affiliate(s), as third party beneficiary(ies). This Appendix is also applicable when a Supplier affiliate is providing goods, services and/or deliverables under the Contract Document directly, in its own name, in which event Supplier's agreement to the terms of this Appendix is also given on behalf of such Supplier affiliate; and Supplier warrants that it has the power and authority to do so.

SECTION III - INFORMATION SECURITY AND CONFIDENTIALITY.

- 3.1 **Scope of Application.** This Section III applies regardless of whether Supplier acts as Data Controller or a Data Processor. This Section III applies whenever a Supplier and/or Supplier Personnel Processes GE Vernova Data (whether or not including Personal Data), Processes Personal Data as a Processor on behalf of GE Vernova, has access to a GE Vernova Information System in connection with the Contract Document, provides software or a networked component, and/or provides any of the following services or products to GE Vernova:
 - a) Process GE Vernova Data, including hosting or utilizing a cloud-based application that Processes such data, or providing a cloud computer platform,
 - b) Have access to a GE Vernova Information System or a Trusted Third-Party Network Connection,
 - c) Develop software for GE Vernova,
 - d) Provide data center facility services,
 - e) Support one or multiple critical business functions as defined by GE Vernova,
 - f) Provide high availability requirements or the Third Party's service/application has high availability requirements as defined by GE Vernova,
 - g) Leverage virtualization, is responsible for the management of the virtual machine image and/or hypervisor, and Processes GE Vernova Highly Confidential Information, Confidential Information, Controlled Data, or Sensitive Personal Data, and/or
 - h) Provide a product that includes executable binary code.
- 3.2 **Security Requirements.** Supplier shall comply with the GE Vernova Third Party Cyber Security Requirements (available at <https://www.gevernova.com/suppliers/policies>, which are expressly incorporated herein by reference, as applicable to the service, products and/or deliverables provided by the Supplier under the Contract Document.
- 3.3 **Security Incident Notifications.** Supplier shall notify GE Vernova in writing without undue delay and no later than within 72 hours after discovery, or sooner if required by applicable law, of any Security Incident experienced by Supplier or its sub-processors. Supplier shall report Security Incidents to GE Vernova's Cyber Incident Response Team at security.gevernova@ge.com. Supplier shall cooperate with GE Vernova in its

investigation of a Security Incident, and provide GE Vernova a detailed description of the Security Incident, the type of data that was the subject of the Security Incident, the identity of each affected person, and any other information GE Vernova reasonably requests or is required to request or obtain under applicable law or to comply with related government investigations, audits or inquiries, as soon as such information can be collected or otherwise becomes available.

- 3.4 Security Notices. Unless prohibited by law, Supplier shall provide GE Vernova reasonable notice of, and the opportunity to comment on and approve, the content of any notice related to a Security Incident (“Security Notice”) prior to publication or communication to any third party, except GE Vernova shall not have the right to reject content in a security notice that must be included in order for Supplier to comply with applicable law.
- 3.5 Supplier Notice Cooperation. Supplier acknowledges and agrees that GE Vernova shall determine whether and when to provide any Security Notice(s) on GE Vernova’s behalf. Should GE Vernova elect to send a Security Notice regarding a Security Incident, Supplier shall provide reasonable and timely information relating to the content and distribution of that Security Notice as permitted by applicable law or regulation pursuant to the Security Notice.
- 3.6 No Public Statements. Other than approved Security Notices, or to law enforcement or as otherwise required by law, Supplier may not make any public statements concerning GE Vernova ’s involvement with a Security Incident to any third-party without explicit written authorization of GE Vernova ’s Legal Department.
- 3.7 Audits. GE Vernova reserves the right to conduct an audit, upon 30 days’ advance notice, of Supplier’s compliance with the requirements in this Appendix, including but not limited to: (i) review of the Supplier’s applicable policies, processes, and procedures, (ii) review of the results of Supplier’s most recent vulnerability assessment and accompanying remediation plans, and (iii) on-site assessments during regular business hours of Supplier’s physical security arrangements and Supplier Information Systems. GE Vernova reserves the right to conduct a vulnerability assessment if Supplier’s vulnerability assessments do not meet or exceed GE Vernova application security requirements. This right shall survive termination or expiration of the Contract Document so long as Supplier Processes GE Vernova Data.
- 3.8 GE Vernova Systems and Devices. Subject to the Confidentiality provisions of the Contract Document, GE Vernova or its representative may review, audit, monitor, intercept, access, and disclose any information provided by Supplier that is Processed or stored on GE Vernova Information Systems or on GE Vernova Mobile Devices accessing the GE Vernova network.
- 3.9 Return of Information. Supplier shall within thirty (30) days of termination of the Contract Document, or if requested during the term of the Contract Document, cease all Processing of GE Vernova Data and at GE Vernova ’s election, either return to GE Vernova all copies of GE Vernova Data, as directed by GE Vernova , or destroy some or all copies of GE Vernova Data, using agreed upon methods to ensure such GE Vernova Data is not recoverable, and certify to such destruction. Supplier may continue to retain GE Vernova Data beyond the period prescribed in this section above only when required by law, provided that (i) Supplier notifies GE Vernova in writing prior to the Contract Document’s termination or expiration of the obligation, including the specific reasons for such retention; (ii) Supplier has a documented retention period and secure deletion procedure for such copies, with back-up copies retained only to the end of their legally required retention period; (iii) following such period, all copies and back-up copies are deleted in such a manner that they are not recoverable; (iv) Supplier performs no Processing of GE Vernova Data other than that necessitated by retaining or deleting the relevant copies; and (v) Supplier continues to comply with all the requirements of this Appendix in relation to any such retained GE Vernova Data until the same is securely deleted. Supplier and Supplier Personnel may not in any case retain GE Vernova Data used for algorithmic training, models, machine learning or similar purposes. Termination or expiration of the Contract Document for any reason shall not relieve the Supplier from obligations to continue to protect GE Vernova Data in accordance with the terms of the Contract Document and this Appendix, and this Appendix shall survive termination for so long as Supplier retains or processes any GE Vernova Data.

SECTION IV - CONTROLLER OBLIGATIONS

4.1 Where both GE Vernova and Supplier are acting as independent Data Controllers in connection with the Contract Document:

- (a) GE Vernova and Supplier shall comply with their respective obligations under Privacy Laws in Processing such Personal Data, and shall Process such Personal Data in accordance with their respective obligations as Data Controller, which may include the requirements to:
 - (i) Process Personal Data fairly and lawfully in accordance with the applicable Omnibus Privacy Law
 - (ii) Establish a legal basis under the Privacy Laws for its Processing.
 - (iii) Comply with Privacy Laws in providing Data Subjects with clear and sufficient information about the purposes and legal basis for which it will Process Personal Data, and any other such information required by Privacy Laws.
- (b) GE Vernova and Supplier shall cooperate to assist one another in the fulfillment of their respective obligations under Privacy Laws including:
 - (i) Preparation of Privacy Impact Assessments (where required)
 - (ii) Obtaining approval for Processing from Data Protection Authorities (where required)
 - (iii) Responses to Data Subject access requests and other satisfaction of Data Subject rights
 - (iv) Any required breach notification to Data Protection Authorities and Data Subjects (subject to the terms of Section III, if applicable).
- (c) Supplier shall Process Personal Data solely to the extent and duration necessary to provide the goods, services and/or deliverables to GE Vernova set out in the Contract Document and shall not Process Personal Data for any other purpose or in any other manner unless required to do so under the Privacy Laws.
- (d) Supplier affirms the following:
 - (i) it complies with requirements of Privacy Laws regarding international transfers of Personal Data
 - (ii) it shall cooperate with GE Vernova for GE Vernova 's compliance with any additional requirements of Privacy Laws applicable to Supplier's Processing of Personal Data, (e.g., EU Standard Contractual Clauses for Controllers or equivalent, where Supplier is data importer).
 - (iii) it shall cooperate with GE Vernova in completing GE Vernova information security questionnaires or similar reviews on mutually agreed terms.
 - (iv) it complies with Privacy Laws with respect to retention and secure deletion of Personal Data
 - (v) it shall at all times be responsible for any costs associated with the investigation and required notices (e.g., to Data Subjects) of any Security Incidents. Other than to law enforcement or as otherwise required by law, Supplier may not make any public statements concerning GE Vernova 's involvement with a Security Incident to any third-party without explicit written authorization of GE Vernova 's Legal Department (subject to the terms of Section III, if applicable).
- (e) GE Vernova and Supplier agree to provide certain personal data such as the name, address, telephone number, and e-mail address of their respective representatives to facilitate the performance of the Contract Document. Either party may obtain a copy of such personal data by written request or submit updates and corrections by written notice to the other party. Any such requests directed to GE Vernova must be made through the channels outlined in GE Vernova 's privacy policy posted on its website. GE Vernova and its contractors may store such personal data in databases located and accessible globally by their personnel and use it for necessary purposes in connection with the performance of the Contract Document, including but not limited to Supplier payment administration. GE Vernova agrees to use reasonable technical and organizational measures to ensure that such personal data is processed in conformity with applicable data protection laws.

SECTION V - PROCESSOR OBLIGATIONS

5.1 Processing. At all times when acting as a Processor, Supplier shall, and shall ensure that all of its Supplier Personnel shall comply with the following:

- (a) Written Instructions: only Process Personal Data on, and in compliance with, GE Vernova 's written instructions in a Contract Document and as issued from time to time. Unless set forth in transfer terms or similar written arrangements between GE Vernova and Supplier, the categories of Data Subjects' Personal Data Processed and the types of such Personal Data Processed are set forth in **Attachment 1** to this Appendix. Where Supplier believes that any GE Vernova instruction violates the terms of the Contract Document or applicable law, unless prohibited from doing so by applicable law, Supplier must inform GE Vernova without delay before performing such instruction.
- (b) Limited Use: not (i) retain, use, or disclose (including for monetary or other consideration) Personal Data for any purpose other than for the specific purpose of performing the services specified in the applicable Contract Document, (ii) retain, use, or disclose Personal Data for any purpose, including any commercial purpose, other than providing the services specified in the applicable Contract Document or otherwise outside the direct business relationship between the Supplier and GE Vernova , or (iii) retain, use, or disclose Personal Data outside of the direct business relationship between GE Vernova and the Supplier.
- (c) Data Collection: only collect Personal Data directly where GE Vernova has provided prior written approval for such direct collection (including where expressly provided in the Contract Document), and, where such direct collection has been approved by GE Vernova , comply with applicable Privacy Laws and regulations, including provisions concerning notice, consent, access and correction/deletion; any notices to be provided and any consent language to be used when collecting such information directly from a Data Subject are subject to GE Vernova 's prior and written approval.
- (d) Combining Data: combine Personal Data that Supplier receives from, or on behalf of, GE Vernova with Personal Data Supplier receives from, or on behalf of, another person or collects from Supplier's own interactions with a Data Subject, solely as strictly necessary to perform the services under the Contract Document, unless such combining of Personal Data would be prohibited under Privacy Laws.
- (e) Deidentified Data: to the extent that GE Vernova discloses or otherwise makes available deidentified Personal Data to Supplier, or Supplier deidentifies Personal Data provided by, or received on behalf of, GE Vernova : (i) take reasonable measures to ensure that the deidentified Personal Data cannot be associated with a Data Subject; (ii) publicly commit to maintain deidentified Personal Data in a deidentified form; and (iii) contractually obligate any further recipient to comply with equivalent requirements.
- (f) Confidentiality: ensure compliance with this Appendix by all Supplier Personnel, including by: limiting disclosure of or access to Personal Data to its Supplier Personnel who have legitimate business need-to-know relating to the Contract Document, who have received proper training and instruction as to the requirements of Privacy Laws, the Contract Document and this Appendix, and who are subject to confidentiality requirements; taking reasonable steps to ensure continuing compliance by such Supplier Personnel; and maintaining disciplinary procedures for any employees who violate confidentiality including improper handling of, access to, or disclosure of Personal Data.
- (g) Subprocessors: not appoint any third party engaged in providing services and/or deliverables under the Contract Document without notifying GE Vernova and obtaining GE Vernova 's prior written consent. Where such consent has been given, any change of such third party requires GE Vernova 's prior written approval. Supplier must engage all third parties that will process GE Vernova Data under terms at least as protective as those provided under this Appendix, and in the event any third party fails to perform its obligations with respect to GE Vernova Data, Supplier shall perform

in third party's place. Supplier must provide a list of sub-processors to GE Vernova and the supplier has a continuing obligation to update this list should it add or remove sub-processors.

- (h) Assistance: assist GE Vernova in the fulfilment of GE Vernova 's obligations under applicable law including:
 - (i) preparation of Privacy Impact Assessments (where required);
 - (ii) response to Data Subject access requests by providing GE Vernova within five (5) days of receipt of a Data Subject access request or a request from GE Vernova , the information or data required for GE Vernova to respond thereto; where Supplier receives any Data Subject requests directly, or if Supplier otherwise contacted by a Data Subject, Supplier shall not respond to such access request unless required by applicable law, shall promptly notify GE Vernova of the request in writing, and shall direct the Data Subject to GE Vernova ;
 - (iii) any required breach notification to Data Protection Authorities and/or Data Subjects
 - (iv) obtaining approval for Processing from Data Protection Authorities where required.
- (i) Noncompliance: promptly notify GE Vernova if Supplier determines that it can no longer meet its obligations under Privacy Laws. Upon request, Supplier shall provide GE Vernova with all information necessary to demonstrate Supplier's compliance with applicable law and GE Vernova may, upon reasonable notice to Supplier, take all steps that GE Vernova in its sole discretion deems reasonable and appropriate to stop and remediate unauthorized use of Personal Data, including but not limited to termination of the Contract Document. Supplier shall promptly stop and remediate any unauthorized use of Personal Data.
- (j) Data Location: receive approval from GE Vernova prior to (i) moving Personal Data from the hosting jurisdictions identified in the Contract Document to a different hosting jurisdiction; or (ii) provisioning remote access to such Personal Data from any location other than such hosting jurisdictions identified in the Contract Document; where GE Vernova approves, such approval may be conditioned on execution of additional agreements, such as Standard Contractual Clauses, to facilitate compliance with applicable law.
- (k) Disclosure Requests: Notify GE Vernova immediately and act only upon GE Vernova 's instruction concerning any request by a third party (other than the concerned individual) for disclosure of Personal Data or for information concerning Supplier's Processing of Personal Data, except to the extent prohibited by law.

5.2 Certification. Supplier certifies that it understands the restrictions and requirements contained in this Appendix and will comply with them.