

ABC Corporation Personal Information Transfer Agreement

This AGREEMENT is entered into among ABC Corporation, a company organized and existing under the laws of the State of Delaware, United States of America, with a principal place of business at the ABC Center, Complianceville, Michigan, United States of America (“ABC”) and those ABC-related entities that elect to become bound by the terms hereof (together, the “Parties”).

Purpose of Agreement

In order to operate the ABC businesses on an efficient and cost effective basis, it is necessary for various types of data, including personal data, to be transferred between and among the Parties located in different countries. Each of the Parties desire to assure the proper handling of this personal data, including compliance with laws dealing with the protection of personal data and regulation of transfers to third countries.

To meet these objectives, the Parties have decided to bind themselves to uniform standards for the cross-border transfer and processing of personal data. These standards are designed to meet the requirements of laws dealing with the cross-border transfer of personal data, as well as certain international arrangements, such as the onward transfer provisions of the EU-US Safe Harbor Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the Parties agree as follows:

1. Definitions

For purposes of this Agreement the following terms shall have the following meanings:

- 1.1. “Agreement” shall mean this Personal Information Transfer Agreement, including Attachment 1, which is hereby incorporated by reference.
- 1.2. “Business Personal Data” shall mean Personal Data that relates solely to business contact information (e.g., name and business title (or other identifier), business address, business telephone number, business email address), business systems or processes that the Data Subject is authorized to utilize, representations of the Data Subject’s place in the business (e.g., organization charts), and portrait pictures of the Data Subject.
- 1.3. “Data Exporter” shall mean a Participating Entity that transfers Personal Data to a Participating Entity outside the national borders of the Data Exporter.
- 1.4. “Data Importer” shall mean a Participating Entity that receives Personal Data from a Participating Entity outside the national borders of the Data Importer.
- 1.5. “Data Processor” shall mean a natural or legal person that processes Personal Data on behalf of a Participating Entity pursuant to a written contract in which the Data Processor agrees to process the Personal Data in accordance with requirements that are substantially the same as those of this Agreement and in accordance with instructions provided by or on behalf of the Participating Entity.
- 1.6. “Data Subject” shall mean a natural person to which the Personal Data relates.
- 1.7. “ABC Entity” or “ABC Entities” shall mean a legal entity or legal entities in which ABC directly or indirectly holds an equity interest.

1.8. "Participating Entity" or "Participating Entities" shall mean, as context requires, the entity or entities legally bound by this Agreement.

1.9. "Personal Data" shall mean any information relating to an identified or identifiable natural person that is processed for one or more of the purposes listed in Attachment 1 hereto. An "identifiable" person is one who can be identified, directly or indirectly, in particular, by reference to an identification number or to one or more factors specific to the physical, psychological, mental, economic, cultural or social identity of the person.

1.10. "Processing" shall mean any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, interpreting, assessing, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.

1.11. "Transfer" or "transfer" shall mean, with respect to Personal Data, delivery by electronic or other means or the accessing of Personal Data by someone other than the Data Exporter.

1.12. "Website" shall mean <http://legal.ABC.com/privacy/index.jsp> or such other URL as ABC may advise the Participating Entities.

2. Obligations of Participating Entities

When a Participating Entity is acting as a Data Exporter, it shall comply with the responsibilities set forth in Section 3. When a Participating Entity is acting as a Data Importer, it shall comply with the responsibilities set forth in Section 4.

3. Responsibilities of Data Exporters

With respect to each transfer of Personal Data to a Participating Entity, Data Exporter hereby warrants, represents and covenants to Data Importer that before such Personal Data is transferred:

3.1. Data Exporter has complied with, or will have complied with, all applicable laws and regulations of the country from which the Personal Data is transferred dealing with the processing, including the transfer and protection of Personal Data, provided however, that if the obligations contained in this Agreement provide a higher level of protection, then the Participating Entity has complied with, or will have complied, with such obligations.

3.2. If the country of export has a legal requirement to provide the Data Subject notice of the purpose for which Personal Data is collected, processed, or transferred, Data Exporter has given Data Subjects such notice including, without limitation, the purposes set forth in Attachment 1, and, upon request, will inform the Data Importers of the contents of such notice given. In the event that the Data Importer proposes to change the use of the Personal Data pursuant to the procedure described in Section 4.3, Data Exporter shall cooperate as reasonably required to provide appropriate notices to the Data Subjects.

3.3. If the country of export has a legal requirement to provide the Data Subject the choice of objecting to a proposed use of the Personal Data for a purpose that is different from the purposes for which notice had been given to the Data Subject or of objecting to disclosing Personal Data to third parties, Data Exporter will give Data Subjects the choice of objecting to having their Personal Data used for such different purpose prior to either implementing the proposed use or granting permission to a Data Importer to implement such a proposed use, or, respectively, prior to transferring Personal Data to Data Importer. If Data Subject objects to such a disclosure or change of use proposed by Data Importer, Data Exporter shall consult with the Data Importer and together they shall investigate the particular circumstances of the

objection. Data Exporter will subsequently consider (a) the consultation with Data Importer, (b) applicable laws and (c) the results of its weighing the personal interests of the Data Subject in not making the disclosure or having the change in use made against the legitimate interests of the Data Importer in receiving the Personal Data or making the change in use. Thereafter Data Exporter will determine the appropriate course of action with respect to the disclosure or request for change in use by Data Importer (which may include processing with limitations) and notify the interested parties.

3.4. If the country of export has a legal requirement to provide the Data Subject access to Personal Data relating to the Data Subject, including exported Personal Data, Data Exporter has established a process that will result in the Data Importer being informed of any access request received by Data Exporter for exported Personal Data in the possession of Data Importer. Data Exporter shall solicit the input of Data Importer, determine the appropriate course of action with respect to the request, taking into consideration applicable laws, whether compliance with the request for access would be disproportionate to the risks to the individual's privacy, and the rights of persons other than the individual and notify the interested parties.

3.5. Data Exporter will train its employees involved in the processing of Personal Data regarding their obligations with respect to the processing and protection of Personal Data in general and the measures to be taken to comply with this Agreement in particular.

3.6. Data Exporter has taken measures to help ensure that Personal Data is accurate, complete, current and reliable for use for one or more of the purposes set forth in Attachment 1.

4. Responsibilities of Data Importers

In connection with the import of Personal Data from a Participating Entity, Data Importer hereby warrants, represents and covenants to Data Exporter that it shall:

4.1. Process the imported Personal Data in accordance with all applicable laws of the country of the Data Importer relating to the processing and protection of Personal Data, provided however, that in the event that the obligations in this Agreement provide a higher level of protection, Data Importer shall comply with such obligations.

4.2. Transfer or otherwise disclose Personal Data only to Participating Entities or Data Processors (subject to whatever limitations may be imposed by Data Exporter pursuant to Section 3.3). In addition, Business Personal Data (but, upon receipt of notice from Data Exporter, excluding the portrait picture of a Data Subject of such Data Exporter) may be transferred to third parties such as suppliers and customers that have legitimate business reasons to contact employees of Participating Entities or contract workers who work on the premises of a Participating Entity.

4.3 Process the imported Personal Data only for purposes described in Attachment 1. Data Importer shall inform Data Exporter if it proposes to use Personal Data for a purpose other than described in Attachment 1 and request that Data Exporter provide Data Subjects the choice of objecting to such change if required pursuant to Section 3.3.

4.4 Advise the relevant Data Exporter promptly of any request received from a Data Subject for access to imported Personal Data pertaining to the Data Subject and cooperate with any Participating Entity in responding to a request from the Data Subject for access to imported Personal Data pertaining to the Data Subject.

4.5 Train its employees involved in the processing of Personal Data regarding their obligations with respect to the processing and protection Personal Data in general and the measures to be taken to comply with this Agreement in particular.

4.6 Take reasonable security precautions through appropriate organizational, technical and physical measures to protect Personal Data from loss, misuse, unauthorized use, copying, access, disclosure, alteration, disposal or destruction and similar risks, as of receipt of Personal Data and when transferring Personal Data to other Participating Entities. Compliance with ABC's global data and physical security policies, as may be modified by ABC during the term of this Agreement, shall constitute reasonable technical and physical measures.

4.7 In the event of a security breach involving imported Personal Data, inform the appropriate Data Exporters and ABC (through its Global Security operations) and take reasonable actions to mitigate potential harm to affected Data Subjects.

4.8 Advise the appropriate Data Exporters promptly of any request received from any governmental data protection authority or other body, or another Participating Entity, for information relating to actions directly or indirectly related to this Agreement. Data Importer will cooperate with Data Exporter and any other Participating Entity in as well as with any Data Protection Authority in order to resolve any issues.

4.9 Comply with ABC's global policies, as may be modified by ABC during the term of this Agreement, regarding retention and destruction of Personal Data.

5. Opt-in Process

5.1 Any ABC Entity may, on invitation by ABC, become a Participating Entity by:

5.1.1. Electronically executing this Agreement on the Website and furnishing the required notice information in accordance with the instructions on the Website.

5.1.2. Executing a hard copy of this Agreement and delivering it to ABC at the address set forth in Section 7.1.

5.1.3. Electronically executing this Agreement by sending ABC an email message to privacy@ABC.com from an authorized representative of the ABC Entity in which the ABC entity agrees to be bound by the terms of this Agreement and furnishing the required notice information in accordance with the instructions on the Website.

5.2. ABC will maintain a list of Participating Entities on the Website.

6. Agreement Term, Amendments and Termination

6.1. This Agreement shall become binding upon a Participating Entity as of the date of execution as provided in Section 5, shall supersede and cancel all agreements and understandings with respect to the matters covered herein (including the Global Personal Data Handling Agreement that has been open for signature by ABC entities as of May 2003) and shall remain in effect unless terminated as set forth in Section 6.2, 6.3 or 6.4.

6.2. This Agreement, including any Attachment hereto, may be amended only in the following manner:

6.2.1. ABC shall publish the proposed amendment to this Agreement, together with its effective date and the date by which an election not to be bound must be received by ABC, on the Website.

6.2.2. ABC will notify by email each of the Participating Entities of the proposed amendment and its effective date and the date by which an election not to be bound must be received by ABC.

6.2.3. The amended version of this Agreement will become binding upon all Participating Entities upon the effective date set forth in the notice (which shall be no less than sixty days after the date of the notice), except with respect to any Participating Entity that elects not to become bound by the amendments by sending ABC notice of its intent not to be bound by such amendment. Such notification shall be deemed to be termination of participation by such Participating Entity as of the effective date of the amendment.

6.3. A Participating Entity may terminate its participation at any time with respect to future transfers of Personal Data only in the following manner:

6.3.1. A Participating Entity shall notify ABC of the date on which it intends to terminate its participation (which shall be no less than 60 days from the date of such notice).

6.3.2. ABC shall notify all other Participating Entities of such termination by posting a notice of such termination on its website.

6.4. ABC may terminate this Agreement in its entirety upon at least thirty (30) days notice to all Participating Entities. Such termination shall not relieve any Participating Entity from its obligations with respect to Personal Data previously imported, exported or re-exported.

6.5. Termination of participation pursuant to Section 6.2, 6.3 or 6.4 shall not relieve such Participating Entity from its obligations with respect to Personal Data previously imported, exported or re-exported.

7. Notices

All notices, requests, consents, demands, waivers or other communications hereunder shall be in writing in the English language and shall be sent by prepaid first class registered air mail, fax or email to the addresses set forth below.

7.1. Notices to ABC shall be delivered by mail, fax or email, addressed as follows:

ABC Corporation
40777 Lenox Park Dr., Suite 100
Novi, MI 48377
Attn: Chief Privacy Officer
Fax: 1 248 880-0000
Email: privacy@ABC.com

7.2. Notices to Participating Entities shall be delivered or addressed as specified on the Website. ABC may provide notices to Participating entities by posting such notice on the Website.

7.3. The Parties may at any time designate by like notice hereunder other addresses to which notices and other communications should be transmitted.

8. Dispute Resolution

8.1. The Participating Entities will work together to resolve any complaint or inquiry made by a Data Subject to any Participating Entity. The Participating Entities further agree to cooperate with any governmental data protection authorities of countries of which Personal Data are exported or to which Personal Data are imported, to resolve any complaint or inquiry made by

a Data Subject to such governmental data authority. It is specifically agreed that any appeal by a Data Subject of a determination made by the Data Exporter under Section 3.3 above will be referred to the appropriate governmental data authority in the jurisdiction in which the Data Subject is located for advice.

8.2. Any issue or dispute relating to this Agreement between or among Participating Entities will be referred to the Chief Privacy Officer of ABC for resolution.

8.3. In case a Participating Entity has to pay damages or fines for infringement on data protection laws caused by another Participating Entity, the latter will reimburse the first Participating Entity.

9. Governing Law

This Agreement shall be governed by the laws of the State of Michigan, United States of America, without giving effect to principles of conflicts of laws.

10. Third Party Rights

No Data Subject or other third party has any beneficial rights under this Agreement.

Executed and agreed as of the date set forth below:

Attachment 1

Management of the human resources of any Participating Entity, including the employees, former employees, applicants for employment, dependants or beneficiaries of such employees or applicants and the contractors working on the site of a Participating Entity.

SIGNATORIES TO THE AGREEMENT:

Company Name:	<input type="text"/>
Address:	<input type="text"/>
Country:	<input type="text"/>
Name(s) of person signing for Company:	<input type="text"/>
Signature(s) (Type Initials):	<input type="text"/>
Title(s):	<input type="text"/>
Date:	<input type="text" value="September"/> <input type="text" value="14"/> <input type="text" value="2011"/>
	<input type="button" value="Submit"/>