

DATA PROCESSING GENERAL TERMS AND CONDITIONS

This Data Processing General Terms and Conditions (“DPA”) forms a part of the Digital Program General Terms and Conditions (“General Terms and Conditions”) and is entered into by and between Ecolab and Customer (each a “Party” and collectively the “Parties”). The terms used in this DPA shall have the meanings set forth herein. Terms not otherwise defined herein shall have the meaning given to them in the General Terms and Conditions, unless such term has a specific meaning under Data Protection Law (as defined below), in which case the definition under Data Protection Law shall control. Except as modified herein, the terms of the General Terms and Conditions shall remain in full force and effect.

1. Definitions. In this DPA, the following terms shall have the meanings set out below and cognate terms under Data Protection Law shall be construed accordingly:

- 1.1. “Controller”** shall have the meaning ascribed to it by Data Protection Law or, if there is no such definition in Data Protection Law, it 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 Information.
- 1.2. “Data Protection Law”** means state and international comprehensive data protection laws, including, but not limited to (a) the European Union (“EU”) General Data Protection Regulation (“GDPR”), European Economic Area (“EEA”) laws, and the United Kingdom Data Protection Act 2018 (“UK Data Protection Law”); (b) the California Consumer Privacy Act Cal. Civ. Code § 1798.100 et seq. (“CCPA”), and similar or other state data protection laws; (c) the Brazilian General Law on the Protection of Personal Data (“LGPD”); and (d) other applicable, comprehensive data protection laws with respect to any Personal Information processed under the General Terms and Conditions.
- 1.3. “Data Subject”** means any identified or identifiable natural person as defined by Data Protection Law.
- 1.4. “Personal Information”** means any personal information, as defined by the applicable Data Protection Law (also known as Personal Data or Personally Identifiable Information (“PII”)) and including any sensitive or special categories of data) that is processed under or in connection with the General Terms and Conditions.
- 1.5. “Process”** (including “process,” “processing,” and associated terms) means any operation or set of operations which is performed upon Personal Information.
- 1.6. “Processor”** shall have the meaning ascribed to it by Data Protection Law or, if there is no such definition in Data Protection Law, it means a natural or legal person, public authority, agency or other body which processes Personal Information on behalf of the Controller.
- 1.7. “Security Incident”** means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Information.
- 1.8. “Subprocessor”** means any person (including any third party but excluding personnel of Ecolab) appointed by or on behalf of Ecolab to process Personal Information in connection with the General Terms and Conditions.
- 1.9.** The other capitalized and non-capitalized terms used in the DPA shall have the same meaning as in Data Protection Law, and their cognate terms shall be construed accordingly.

2. Roles of the Parties

- 2.1.** The Parties agree that, for the purpose of Data Protection Law, Customer is the Controller and Ecolab is the Processor in relation to the processing of Personal Information and that such terms will have the meanings accorded to them pursuant to Data Protection Law.
- 2.2.** Where Data Protection Law does not specifically utilize the terms Controller and Processor, the Parties shall be defined by the roles aligning with the cognate terms for Controller and Processor under the particular, applicable Data Protection Law.

3. Mutual Assurance of Compliance

- 3.1.** Each Party acknowledges and confirms that it will observe all applicable requirements of Data Protection Law and the terms of this DPA in relation to its processing of Personal Information.
- 3.2.** Customer and Ecolab shall be separately responsible for conforming with such statutory data protection provisions as are applicable to each of them, and nothing in the DPA shall relieve a Party of its own statutory obligations.

4. Obligations of Ecolab

- 4.1.** Ecolab shall:

- 4.1.1. retain, use, disclose, transfer or otherwise process the Personal Information only for the specified purpose of performance under the General Terms and Conditions;
 - 4.1.2. process Personal Information only on documented instructions from Customer (as reflected in the General Terms and Conditions or other written or verbal communication);
 - 4.1.3. not sell or “share” Personal Information, as those terms are defined by specific Data Protection Law (e.g. CCPA) for cross context or targeted advertising (any limitation on “sharing” shall not apply to Ecolab’s use of Subprocessor or other third parties for data processing where necessary to fulfill its obligations under the Program Agreement);
 - 4.1.4. ensure that persons authorized to process Personal Information have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
 - 4.1.5. review and implement updates or guidance with respect to new Data Protection Law that are applicable to the General Terms and Conditions; and
 - 4.1.6. make available to Customer all information necessary to demonstrate Ecolab’s compliance with its obligations under the General Terms and Conditions.
- 4.2. The degree to which Ecolab directly receives a Data Subject request concerning a Customer’s Data Subject, Ecolab shall notify Customer of such request. Ecolab shall forward such request to Customer and shall not respond unless required by law. Upon Customer’s reasonable written request, and the degree to which Customer is unable to fulfill a request without the assistance of Ecolab through available self-service or other options, Ecolab shall provide Customer with reasonable cooperation and assistance to enable a response to Data Subject’s request.
- 4.3. If Ecolab receives a legally binding request or inquiry from a public authority or regulator for disclosure of Personal Information, it shall inform Customer of such request, unless prohibited by law. Ecolab agrees to provide Customer with reasonable assistance regarding such request, taking into account the nature of the processing and information available to Ecolab, including assisting Customer in challenging such request and leveraging any available appeals process.
- 4.4. As related to its processing of Personal Information, Ecolab shall notify Customer of any other requests or complaints regarding processing under the Program Agreement, including, but not limited to a) any requests or complaints received from Customer’s employees or affiliates; or b) any request for disclosure of Personal Information not already defined herein that is related to the Program Agreement.
- 4.5. Ecolab shall provide reasonable assistance where Customer is required under applicable Data Protection Law to carry out assessments of the impact of the General Terms and Conditions or Program Agreement on the protection of Personal Information. In addition, Ecolab shall provide reasonable assistance where Customer is required under applicable Data Protection Law, to consult with a regulator regarding matters related to the processing of Personal Information under the General Terms and Conditions.
- 4.6. Customer consents to Ecolab engaging Subprocessors to process Personal Information for the purpose of performance under the General Terms and Conditions. Where Ecolab engages a Subprocessor for carrying out specific processing activities as a part of performance under the General Terms and Conditions, Ecolab shall require legally compliant and industry standard data protection obligations based on the services provided and Personal Data processed by Subprocessor.

5. Obligations of Customer

- 5.1. Customer shall inform Ecolab without undue delay and comprehensively about any errors or irregularities related to statutory provisions on the processing of Personal Information detected during the course of such processing.
- 5.2. Where required by Data Protection Law, Customer is solely responsible for fulfilling its own notification duties towards Data Subjects, regulators, or other authorities.
- 5.3. If Customer receives any complaint, notice, or communication from a regulatory authority which relates to Ecolab’s: (i) processing of the Personal Information; or (ii) potential failure to comply with Data Protection Law, Customer shall, to the extent permitted by law, promptly forward the complaint, notice, or communication to Ecolab and, where it relates to processing of Personal Information pursuant to this DPA, provide Ecolab with reasonable cooperation and assistance.

6. Security

- 6.1. Taking into account industry standards, the costs of implementation and the nature, scope, context, and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Ecolab shall in relation to the Personal Information implement appropriate technical and organizational measures to ensure a level of security appropriate to that risk. In assessing the appropriate level of security, Ecolab shall take account of the risks that are presented by processing, in particular from a Security Incident. The technical and organizational measure applicable to a

particular Program are available upon request, pursuant to the security measures described in the General Terms and Conditions and/or the Program Agreement.

6.2. If Ecolab learns of a Security Incident related to Personal Information processed under this DPA and/or the General Terms and Conditions, it shall give notification within a reasonable time. In the event of a Security Incident discovered on Ecolab-controlled systems, Ecolab will (i) investigate the Security Incident, (ii) provide Customer with information about the Security Incident (including, where possible, the nature of the Security Incident, Personal Information impacted by the Security Incident, and contact information of an individual at Ecolab from whom additional can be obtained), and (iii) take reasonable steps to mitigate the effects of, and to minimize any damage resulting from, the Security Incident.

7. International Transfer of Personal Information and the Standard Contractual Clauses

7.1. If, as a part of the General Terms and Conditions, Ecolab or its Subprocessor(s) will process Personal Information originating from the European Economic Area in a country that has not been found to provide an adequate level of protection under applicable Data Protection Law, the Parties agree to enter into the EU Standard Contractual Clauses (“EU SCCs”) and the United Kingdom Standard Contractual Clauses (“UK SCCs” and collectively with the EU SCCs, the “SCCs”) as described in this section.

7.2. To facilitate transfer to third countries of Personal Information from the EU, Switzerland, or other EEA countries recognizing the sufficiency of the EU SCCs, the Parties agree to enter into the EU SCCs, as implemented by Commission Implementing Decision (EU) 2021/914 and as such EU SCCs may be revised or replaced from time to time. The Parties shall utilize Module 2 of the EU SCCs for controller-to-processor transfers. Customer, as Data Exporter, and Ecolab, as Data Importer, hereby enter into, as of the Effective Date, the EU SCCs Module 2, which are incorporated by this reference and constitute an integral part of this DPA. The Parties are deemed to have accepted and executed the EU SCCs in their entirety, including the appendices. With regard to the EU SCCs, the Parties agree as follows:

7.2.1. Clause 7, “Docking Clause,” shall not apply;

7.2.2. Neither Party has engaged an independent dispute resolution body as described in Clause 11, and, as such, the optional provision shall not apply;

7.2.3. The EU Member State applicable for Option 1 of Clause 17 shall be (1) Germany or (2) the EU Member State in which a dispute between the Parties arises, or the EU Member State where a Data Subject brings a particular action; and

7.2.4. The EU Member State applicable for Clause 18 shall be (1) Germany or (2) the EU Member State in which a dispute between the Parties arises, or the EU Member State where a Data Subject brings a particular action.

7.3. To facilitate transfer of Personal Information from the UK to third countries, the Parties agree to enter into the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses, as issued by the UK’s Information Commissioner’s Officer (“ICO”) under S119A(1) Data Protection Act 2018 (herein referred to as the “UK SCCs”). Customer, as Data Exporter, and Ecolab, as Data Importer, hereby enter into, as of the Effective Date, the UK SCCs, which are incorporated by this reference and constitute an integral part of this DPA. The Parties are deemed to have accepted and executed the UK SCCs in their entirety, including the appendices.

7.4. With regard to transfer of Personal Information pursuant to the SCC to the United States (“US”):

7.4.1. Ecolab confirms that, as of the effective date of this DPA, it has not received any national security data production orders (e.g., pursuant to Section 702 of the Foreign Intelligence Surveillance Act (“FISA Section 702”) or U.S. Presidential Policy Directive 28);

7.4.2. Ecolab will resist, to the extent permitted by Applicable Law, a request under FISA Section 702 for surveillance whereby a targeted account is not uniquely identified;

7.4.3. Ecolab will use commercially reasonable legal mechanisms to challenge any demands for data access through the national security process that Ecolab receives.

7.5. With regard to all international transfers of Personal Information, including, but not limited to the herein referenced SCCs:

7.5.1. At such time as the EU Commission, ICO, an EU Supervisory Authority, or other applicable regulator modifies any of the SCCs or implements new SCCs, such SCCs shall apply upon their effective date. The Parties agree that the references provided herein may be modified to include the new SCCs upon notice by either Party, without the need for subsequent DPA, unless otherwise required by law.

7.5.2. At such time as a country with applicable Data Protection Law established standard contractual clauses or similar documents that must be executed between the Parties, such clauses shall apply on their effective date. The Parties agree

that this DPA may be modified to include the new standard contractual clauses upon notice to either Party, without the need for subsequent General Terms and Conditions, unless otherwise required by law.

7.5.3. For Data Protection Law similar to GDPR requiring General Terms and Conditions for international transfer, but without required standard contractual clauses (e.g. Brazil, South Africa), the Parties agree that this DPA shall provide the required protection and General Terms and Conditions under said Data Protection Law.

8. Description of Processing

8.1. The categories of Data Subjects whose Personal Information is processed shall include the following, unless specifically defined in the Program Agreement: staff (e.g. employees, contractors) of Customer.

8.2. The categories of Personal Information processed shall include the following, unless specifically defined in the Program Agreement: basic contact information (e.g. business email, phone, and address).

8.3. No Personal Information classified as “sensitive” or “special” under Data Protection Law shall be processed unless specifically defined in a Program Agreement.

8.4. Personal Information shall be processed and transferred on a continuous basis for the Term of the Program Agreement.

8.5. The nature of the Personal Information processing shall be defined in the Program Agreement.

8.6. The purpose(s) of the Personal Information processing and transfer shall be to provide services as described in the General Terms and Conditions and Program Agreement.

8.7. The period for which the Personal Information will be retained shall be the Term of the Program Agreement or for a shorter period, at Ecolab’s sole discretion.

9. Term and termination

9.1. This DPA shall have the same term as the General Terms and Conditions.

9.2. Without prejudice to any other termination rights that a Party may have under this DPA and/or applicable law, each Party may terminate its participation in this DPA if it finds the other Party is not in compliance with the terms of this DPA, provided that the Party found not in compliance shall have opportunity to cure consistent with the General Terms and Conditions.

9.3. Upon termination, each Party shall be entitled to keep Personal Information only as may be necessary to fulfill any ongoing purposes or requirements of the General Terms and Conditions. Any Personal Information no longer needed to fulfill ongoing purposes or requirements defined in the General Terms and Conditions may be deleted by Ecolab within 90 days of Termination, with appropriate exception for deletion where backup copies of Personal Information are logically deleted on a longer schedule, or if retention for a longer schedule is required or permitted by Applicable Laws.

10. Miscellaneous

10.1. This DPA inures to the benefit of the Parties only and no third party shall have any rights hereunder, except as otherwise stated herein.

10.2. A determination that any provision of the DPA is invalid or unenforceable shall not affect the other provisions of the DPA. In such case the invalid or unenforceable provision shall automatically be replaced by a valid and enforceable provision that comes closest to the purpose of the original provision. The same shall apply if the DPA contains an unintended gap.