

## **JAPAN JURISDICTIONAL CLAUSE v1**

**Effective 7/3/24**

The following provisions apply to Personal Information (a) Supplier receives or accesses from a Data Controller located in Japan; or (b) Buyer notifies Supplier is subject to these requirements.

Supplier may disclose or transfer such Personal Information to, or allow access to such Personal Information by (each, a “Disclosure”), a data processor that is not a party to this Agreement only if the following conditions are met: (1) Supplier has entered into a written agreement with the data processor that requires the data processor to undertake obligations at least as restrictive as the obligations undertaken by Supplier under this Agreement, including this Section; and (2) Supplier reasonably supervises the Data Processor’s overall compliance with the requirements in the written agreement executed under this Section. A copy of the written agreement will be provided to Buyer promptly upon request. Supplier will remain liable to Buyer under this Agreement for all actions by the entity that receives information as a result of a Disclosure.

Supplier will be responsible for supervising all employees, contractors, subcontractors or agents that Supplier authorizes to Process such Personal Information with respect to their compliance with this Agreement.

Supplier will hold Personal Information in strict confidence and impose confidentiality obligations on personnel who will be provided access to or will otherwise Process Personal Information, including to protect all Personal Information consistent with the requirements of this Agreement (including during the term of their employment or engagement and thereafter).

Supplier will promptly notify Buyer, unless specifically prohibited by laws applicable to Supplier, if Supplier receives: (i) any requests from an individual with respect to Personal Information Processed, including but not limited to opt-out requests, requests for access and/or rectification, erasure, restriction, requests for data portability and all similar requests; or (ii) any complaint relating to Personal Information Processing, including allegations that the Processing infringes on an individual’s rights. Supplier will not respond to any such request or complaint unless expressly authorized to do so by Buyer, will cooperate with Buyer with respect to any action taken relating to such request or complaint and will seek to implement appropriate processes (including technical and organizational measures) to assist Buyer in responding to requests or complaints from individuals.

Supplier will take any other steps reasonably requested by Buyer, and in particular to assist Buyer in meeting its obligations under Japanese Personal Information Protection Law, which include, but are not limited to (i) the notification and accountability to an individual, (ii) maintaining the security of the Personal Information, (iii) self-check as to whether Supplier has complied with this Agreement and reporting the result to Buyer at least once a year, and (iv) reporting as to whether or not there are local laws and/or regulations that would give negative impact on Supplier’s compliance with this Agreement.