Data Processing Terms

1. Scope and Purpose

1.1. These Data Processing Terms (hereinafter referred to as the "Terms") are concluded pursuant to and form an integral part of the agreement, together with its Annexes, Statement(s) of Work and other Exhibits, other incorporated or referenced documents, and any other agreement between the Parties that, due to express incorporation by reference or by operation of law, is governed by or forms part of the agreement (hereinafter referred to as "the Agreement").

1.2. In the event of any conflict between the provisions of these Terms, their Annexes, and the provisions set forth in the Agreement, the provisions that are the most protective of Personal Data shall prevail.

1.3. For the purpose of these Terms, Parties have agreed that the contract party to the Agreement on YFAI’s side is Controller.

1.4. For the purpose of these Terms, Parties have further agreed that all current and future YFAI Affiliate(s) as included in the Agreement or being entitled to receive the Services under the Agreement will automatically be deemed a party to these Terms, including its Annexes, as Controller, unless otherwise notified by Yanfeng Global Automotive Interior Systems Co., Ltd or Yanfeng Europe Automotive Interior Systems Management Limited & Co. KG to Processor. The current list of YFAI Affiliates are listed in Annex 3 as may be amended from time to time, including by mere adhesion by additional Affiliates, in accordance with this Section 1.4. The Parties agree that each such Controller is a separate party to these Terms for its own purposes and its own data Processing. The Parties agree that the use of a single Exhibit for multiple Controllers is undertaken solely for efficiency purposes (i.e., to avoid a multitude of different contract documents) and (i) shall result in legally separate Data Processing Terms between the respective Controller and the Processor, and (ii) shall not create, modify, or terminate any legal or other relationship whatsoever between the Controllers.

1.5. Any party other than YFAI that provides Services pursuant to the Agreement shall be considered a Processor under these Terms, unless stipulated differently within these Terms.

1.6. These Terms and its Annexes set forth confidentiality, security, and privacy requirements with respect to Personal Data Transferred, disclosed or otherwise made available by Controller to Processor as part of the provision by Processor of the Services set forth in the Agreement. The nature and purpose of the Processing, as well as the types of Personal Data and categories of Data Subjects covered by these Terms are set out under Annex 1 to these Terms.

2. Definitions.

For the purposes of these Terms, the following terms shall have the following meaning. In case of doubt or differences with definitions contained in applicable Data Protection Rules, the definitions set forth in the applicable Data Protection Rules shall prevail. All capitalized terms not defined in these Terms have the meaning set forth in the Agreement.

- **Affiliates** means – unless defined differently under the Agreement –any corporation or other business entity Controlled by, Controlling or under common Control with that Party, whereby Control means the direct or indirect ownership of more than 50% (fifty percent) of the equity interest in such corporation or business entity, or more than 50% percent of voting rights or/and the ability in fact to control the management decisions of such corporation or business entity: including any parent, sister, daughter or subsidiary companies, of Yanfeng Global Automotive Interior Systems Co., Ltd or Processor.

- **Annex(es)** means the Annex(es) to these Terms attached, which form an integral part of these Terms.

- **Controller** means the natural or legal person, public authority, agency or any other body which alone or jointly with others determines the purposes and means of the Processing of Personal Data.

- **Data Protection Rules** means the relevant laws that apply to the Processing of Personal Data, including any applicable privacy and information security laws and regulations. Insofar as applicable to the Services, this includes specifically Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data ("Data Protection Directive"). Upon its entering into force and insofar as applicable to the Services, this includes the EU regulation 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data ("General Data Protection Regulation" or "GDPR"), as well as any delegated acts and implementing acts.

- **Data Subject** means an identified or identifiable natural person to whom the Personal Data relates. An identifiable person is one who can be identified directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to his physical, physiological, genetic, mental, economic, cultural or social identity of that person.

- **Security Incident** means any breach of security that may lead to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed.

- **Personal Data** means any information relating to a Data Subject.
3. Processor Obligations.

3.1 Processor shall keep Personal Data strictly confidential and shall comply with these Terms and all applicable Data Protection Rules. Processor shall ensure that its Personnel and – as applicable – its Affiliates, Affiliates’ Personnel, Sub-Processors and Sub-Processors’ Personnel are subject to legally binding confidentiality and information security obligations that meet or exceed the requirements set forth in these Terms and applicable Data Protection Rules, and that survive the termination of their employment or an assignment of the Agreement.

3.2 Processor shall Process all Personal Data according to Controller’s documented instructions, including with regard to Transfers of Personal Data to a third country, and only for the purposes of providing the Services. These Terms and the Agreement are considered as documented instructions from Controller to Processor.

3.3 If applicable law requires Processor (or, for the avoidance of doubt, any Subcontractor) to conduct Processing inconsistent with any of Controller’s instructions, or if Processor believes that any instruction from Controller is in violation of, or would result in a violation of applicable law, Processor will notify Controller hereof without undue delay and prior to commencing the Processing.

3.4 Processor shall not obtain any rights or title to any Personal Data by virtue of providing the Services and may not determine the purposes for which Personal Data it receives under the Agreement may be Processed or otherwise used.

3.5 Processor shall not Transfer or disclose any Personal Data (in part or in whole) to any recipient, even for storage purposes, except (i) as instructed by Controller; (ii) as stipulated in these Terms or the Agreement; (iii) as required for Processing by its Personnel or by Sub-Processors engaged pursuant to Section 5 of this Exhibit; or (iv) as required by applicable law.

4. International Data Transfers.

4.1 General. Processor shall comply with applicable Data Protection Rules when Transferring or onward Transferring Personal Data across national borders.

4.2 Transfers from EEA Countries.

4.2.1 Any Transfer of Personal Data from the European Economic Area or Switzerland (“EEA”) to a third country shall take place only if, in addition to complying with all other provisions of these Terms, the conditions set forth in this Section 4.2 are complied with. For the avoidance of doubt, the restrictions of this Section 4.2 also govern onward Transfers of Personal Data within the third country, or from the third country to another third country.

4.2.2 The Transfer of Personal Data is permitted to a third country for which the European Commission has decided that such third country, a territory or one or more specified sectors within that third country ensure(s) an adequate level of protection. To other countries, a Transfer may only take place if appropriate safeguards are provided by other Transfer mechanisms, such as Binding Corporate Rules; the EU-U.S. Privacy Shield; standard data protection clauses (“Standard Clauses”) such as the European Commission approved Standard Clauses for the Transfer of Personal Data to processors located outside the EEA (“C2P SCC”); or an approved certification mechanism or approved code of conduct within the meaning of Article 46(2)(e) and (f) of the GDPR. If and to the extent it is foreseeable that the specific basis used by the Parties for such data Transfer will no longer be considered as providing appropriate safeguards for Transfer of Personal data from the EEA or Switzerland to that third country, Parties agree to start negotiation about changing to another valid Transfer mechanism.
Controller may terminate the Agreement if Parties cannot agree to such a new Transfer mechanism prior to the final invalidation of the currently used Transfer mechanism.

4.2.3 In case the Transfer is based on Processor’s certification under the EU-U.S. Privacy Shield, Processor represents and warrants that it (i) adheres to the Principles of the EU-U.S. Privacy Shield principles and keeps such adherence up-to-date, and (ii) will promptly inform Controller in the event that Processor is no longer Privacy Shield certified (or certified under an appropriate successor program for such purpose).

4.2.4 In case the Transfer is based on Standard Clauses, e.g. C2P SCC, such Standard Clauses will be attached to these Terms as an Annex 4 and will form an integral part of these Terms. The YFAI Affiliates which are party of these Terms according to Section 1.4 and which are listed in the Only Schedule, shall be considered to have entered and become a data exporter under the aforementioned Standard Clauses by virtue of relevant power-of-attorneys granted to YFAI. The Parties agree that in the case of any inconsistencies between such Standard Clauses and these Terms, the Standard Clauses will prevail. For the avoidance of doubt, any provision of these Terms that merely goes beyond the clauses of the Standard Clauses without contradicting or altering them shall remain valid (to the extent permitted under applicable Data Protection Rules and by competent Supervisory Authorities). Nothing in these Terms shall affect any Supervisory Authority’s or Data Subject’s rights under the Standard Clauses and applicable Data Protection Rules.
5. Third Parties and Sub-Processors.
5.1 Controller authorizes Processor to subcontract Processing of Personal Data under these Terms to Sub-Processors, provided that the applicable requirements set forth under the applicable Data Protection Rules, Controller’s instructions and these Data Processing Terms (specifically this Section 5) – including, to the extent applicable, the Standard Clauses – are complied with at all times. Processor shall remain liable for all acts or omissions of Sub-Processors with respect to the Personal Data to the same extent as if Processor had performed such acts and/or omissions itself.

5.2 Where Processor engages a Sub-Processor for carrying out specific Processing activities on behalf of the Controller, the same data protection obligations and restrictions as set out in these Terms – including, insofar as applicable, the Standard Clauses – shall be imposed on that Sub-Processor by way of a written agreement. Such agreement shall provide sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the Processing will meet the requirements of applicable Data Protection Rules.

5.3 Processor shall make available a list of all relevant Sub-Processors at any time upon Controller’s request. This list should also include all geographic locations where Processing may take place. Processor shall inform Controller of any intended changes concerning the addition or replacement of Sub-Processors. Controller may object to such change in writing if the new Sub-Processor represents an unacceptable risk to the protection of Personal Data and may terminate the Agreement if, in Controller’s reasonable discretion, Processor does not adequately address this objection.

6.1 Processor represents and warrants that it has implemented and will maintain appropriate technical and organizational measures designed to secure the Personal Data and to prevent accidental, unauthorized or unlawful access, destruction, disclosure, alteration or loss of the Personal Data in light of the relevant risks presented by the Processing and the nature of the Personal Data to be protected. Processor shall also comply with any specific measures required by applicable Data Protection Rules. These measures shall include (i) the pseudonymization and encryption of Personal Data; (ii) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services; (iii) the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident; and (iv) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing. Additionally, at the request of Controller, Processor will assist Controller to ensure that any technical and organisational information security measures implemented by Controller satisfy the requirements of applicable Data Protection Rules.

6.2 Processor represents and warrants that these measures meet or exceed the measures as laid down in YFAI’s Security Standard, as amended from time to time, and made available to the Processor on the following URL: ……………………, unless deviations are specifically agreed upon by the Parties in Annex 2.

6.3 Processor’s present technical and organizational security measures are described in Annex 2 to these Terms. Processor shall adapt these measures according to the development of regulations and technology. At the request of Controller, Processor shall provide Controller with a comprehensive and up-to-date risk assessment that identifies risks within Processor’s organisation (including IT assets and infrastructure), classifies the risks according to anticipated severity, and identifies the technical and organisational security measures the Processor has implemented to protect against each identified risk. As an alternative, Processor may provide a generally recognized information security certification that is issued after a third-party organisation conducts a similar type of risk assessment.

7. Cooperation and Enquiries.
7.1 Processor shall make available to Controller all information that is necessary for Controller to fulfil its obligations under the applicable Data Protection Rules and these Terms, including demonstrating compliance therewith.

7.2 The Parties shall co-operate with each other to promptly and effectively handle enquiries, complaints, audits, or claims from any court, governmental official, Supervisory Authority, third parties or individuals (including but not limited to the Data Subjects). Processor shall inform Controller of any such enquiry, complaint, audit or claim without undue delay, unless prohibited under national law.

7.3 With regards to the protection of the Data Subject’s rights pursuant to applicable Data Protection Rules, Processor shall cooperate with and assist in Controller’s obligations to respond to such Data Subjects requests. If a Data Subject contacts Processor wanting to exercise his individual rights, Processor shall direct such Data Subject to the Controller, shall inform the Data Subjects that they may exercise these rights solely vis-à-vis the Controller and shall follow such Data Subject’s request solely in accordance with Controller’s instructions. Processor shall foresee measures to facilitate the execution of such requests, such as access to as well as rectification, erasure, restriction or portability of Personal Data.

7.4 Where Controller determines it is obliged under applicable Data Protection Rules or YFAI policy to conduct privacy and/or security assessments, such as a data protection impact assessment (DPIA) under the GDPR, Processor shall cooperate and assist in Controller’s obligations. Additionally, if Controller determines that
applicable Data Protection Rules or YFAI policy requires Controller to consult with or seek guidance from a 
Supervisory Agency or other regulatory body prior to commencing any particular Processing, Processor shall 
cooperate with and assist Controller in fulfilling its obligations.

8. **Personal Data Breach and Security Incidents Notification.**
Processor shall promptly notify Controller of any Security Incident. The notification shall provide (i) the nature of the 
Security Incident; (ii) categories and number of Data Subjects affected; (iii) categories and approximate number of 
Personal Data records concerned; (iv) the identity and contact details of a contact person (including, where applicable, 
the identity and contact details of a Data Protection Officer); (v) the likely consequences of the Security Incident; and 
(vi) the measures taken or proposed to minimize possible harm. Processor shall provide additional information 
necessary and requested by Controller to investigate the Security Incident. The Parties are aware that Data Protection 
Rules may impose a duty to inform the Supervisory Authority or affected Data Subjects in the event of a Personal Data 
Breach. Processor shall assist Controller in providing notice to the Supervisory Authority and affected Data Subjects.

9. **Audit Rights.**
Upon prior written notice, Controller is entitled to conduct an audit to verify Processor’s compliance with these Terms, 
including but not limited to situations where a competent Supervisory Authority requires an audit to be conducted. 
Audits under this Section 9 may encompass, but are not limited to, the verification of whether the controls and 
procedures for the technical and organizational requirements of confidentiality and information security are 
appropriate. The audit may be carried out by Controller, a third party, or by means of a self-assessment process 
approved by Controller. Processor shall fully cooperate with any such audit and/or investigation initiated by Controller. 
Audit expenses agreed upon in the Agreement, if any, may not apply in case of an audit following a Security Incident or 
Personal Data Breach or if significant failures are detected as a result of such audit.

10. **Term and Termination.**
These Terms shall remain in force until the date the Services are completed and Processing of Personal Data is no longer 
required. The terms with respect to confidentiality (Section 3.1), co-operation (Sections 7.1-7.3), return and deletion of 
Personal Data (Section 11) and Indemnity/Liability (Section 12) shall survive the termination of the Agreement. 
Processor represents and warrants that it, its Personnel, Affiliates and any Sub-Processors and their Personnel shall 
continue to be legally bound by confidentiality obligations after termination of these Terms.

11. **Return / Deletion of Personal Data.**
Upon termination of these Terms, Processor, at the choice of Controller, shall (i) return all Personal Data to Controller 
in a structured, commonly used and machine-readable format and delete existing copies and backups, or (ii) destroy 
and delete all Personal Data and other materials containing Personal Data from Controller subject to Processing 
including all copies and backups. Processor shall certify accurate deletion upon Controller’s request.

12. **Indemnity/Liability.**
12.1 Unless the Agreement contains provisions that comprehensively govern the allocation of liability for non-
compliance with any of these Terms and/or applicable Data Protection Rules and indemnification obligations, 
Sections 12.2 and 12.3 apply.
12.2 In the event of non-compliance with any of the provisions of these Terms on the part of Processor or its 
Personnel, Affiliates or Sub-Processors (or their respective Personnel), Processor shall be liable to Controller to 
the full extent permitted by law.
12.3 Additionally, Processor shall indemnify and hold harmless, and – at Controller’s option and subject to 
Controller’s right to control its defence – shall defend Controller, its Affiliates and its directors, officers and 
Personnel from and against any claims, actions, demands, damages, or liabilities (including reasonable 
attorneys’ fees) arising from actual or alleged non-compliance with these Terms or applicable Data Protection 
Rules.

13. **Governing Law.**
Unless applicable law is agreed upon in the Agreement, the choice of law shall be the law of the country where the 
relevant Controller is established. This paragraph does not affect any of the Parties’ respective mandatory obligations 
under applicable Data Protection Rules and, to the extent applicable, the Standard Clauses.

14. **Variation of the Terms.**
These Terms may only be modified by a written amendment signed by each of the Parties.

15. **Invalidity and Severability.**
If any provision of these Terms is found by any court or administration body of competent jurisdiction to be invalid or 
unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of these Terms. 
The Parties agree that in the place of the invalid provision, a legally binding provision shall apply which comes closest to 
what the Parties would have agreed if they had considered the partial invalidity.
ANNEX 1 To The Data Processing Terms
Description of the Processing

This Annex forms integral part of the Data Processing Terms.

Data Subjects
The Personal Data Processed concern the following categories of Data Subjects:
[To be completed]

Categories of data
The Personal Data transferred concern the following categories of data:
[To be completed]

Special categories of data (if appropriate)
The Personal Data transferred concern the following special categories of data:
[To be completed]

Purpose of Processing
The purpose of the Processing is:
[To be completed]

Processing operations
The Personal Data transferred will be subject to the following basic processing activities:
[To be completed]

ANNEX 2 To The Data Processing Terms
Technical and organizational security measures

Description of the technical and organisational security measures implemented by the Processor in accordance with Section 6:

This Annex 2 lays down the present technical and organizational security measures and procedures that the Processor has implemented to protect the security of Personal Data created, collected, received, or otherwise obtained in connection with these Terms. The measures described in this Annex 2 are intended to focus on the level of security that is legally required for the Processing of the Personal Data in accordance with the applicable Data Protection Rules and intended to prevent accidental, unauthorized or unlawful access, disclosure, alteration or loss of the same in light of the relevant risks presented by the Processing and the nature of the Personal Data to be protected.

Processor shall provide a description of its technical and organizational security measures. These shall at least meet or exceed the measures as laid down in YFAI’s Security Standard as made available to the Processor on the following URL: ……………………….. with regards to any Processing of Personal Data.

Such description of the processor’s security measures as attached or which can be found at the following location: ……………………….. (or by default, YFAI’s Security Standard) will be part of these Terms.

Annex 3 to the Data processing terms

1. Current list of the YFAI group EEA Affiliates adhering to these Data Processing Terms:
<table>
<thead>
<tr>
<th>#</th>
<th>Name and Address of YFAI EEA Entity</th>
<th>Country</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Yanfeng Czechia Automotive Interior Systems sro; Tatinna 60, 43801 Bitozeves, Czech Republic</td>
<td>Czech Republic</td>
</tr>
<tr>
<td>2.</td>
<td>Yanfeng Germany Automotive Interior Systems Limited &amp; Co. KG; Jagenbergstr. 1, 41468 Neuss, Germany</td>
<td>Germany</td>
</tr>
<tr>
<td>3.</td>
<td>Yanfeng Europe Automotive Interior Systems Management Limited &amp; Co. KG; Jagenbergstr. 1, 41468 Neuss</td>
<td>Germany</td>
</tr>
<tr>
<td>4.</td>
<td>Yanfeng Hungary Automotive Interior Systems Kft.; 1097 Budapest, Office Campus, Gubacsi ut. 6b ep1</td>
<td>Hungary</td>
</tr>
<tr>
<td></td>
<td>I haz, Hungary</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Yanfeng Italy Automotive Interior Systems S.r.l.; Via Scoffone 3/5, Gruliasco (Turin) CAP 10095</td>
<td>Italy</td>
</tr>
<tr>
<td></td>
<td>Italy</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Yanfeng Luxembourg Automotive Interior Systems Financing S.à. r.l.; 121, rue de Hollerich, L-1741</td>
<td>Luxembourg</td>
</tr>
<tr>
<td></td>
<td>Luxembourg</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Yanfeng Luxembourg Automotive Interior Systems IP Holding S.à. r.l.; 121, rue de Hollerich, L-1741</td>
<td>Luxembourg</td>
</tr>
<tr>
<td></td>
<td>Luxembourg</td>
<td></td>
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<tr>
<td>8.</td>
<td>Yanfeng Luxembourg Automotive Interior Systems Leasing S.à. r.l.; 121, rue de Hollerich, L-1741</td>
<td>Luxembourg</td>
</tr>
<tr>
<td></td>
<td>Luxembourg</td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>Yanfeng Slovakia Automotive Interior Systems s.r.o.; Apollo Business Centrum II, Privevozka</td>
<td>Slovakia</td>
</tr>
<tr>
<td></td>
<td>ulica 4/A, blok B, 82109 Bratislava</td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>Yanfeng Spain Automotive Interior Systems SL; Avda Foya40, Poligono Industrial Juan Carlos I,</td>
<td>Spain</td>
</tr>
<tr>
<td></td>
<td>Almussafes, 46440 Valencia, Spain</td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>Yanfeng UK Automotive Interior Systems Co., Ltd.;</td>
<td>UK</td>
</tr>
<tr>
<td></td>
<td>2 the Briars, Waterberry Drive, Waterlooville, Hampshire, PO7 7YH, United Kingdom</td>
<td></td>
</tr>
</tbody>
</table>

Last updated: July 07, 2016

2. Current list of the YFAI group **Non-EEA** Affiliates adhering to these Data Processing Terms:

<table>
<thead>
<tr>
<th>#</th>
<th>Name and Address of YFAI Entity</th>
<th>Country</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Yanfeng Global Automotive Interior Systems Co. Ltd; Room A-786, No. 188 Yesheng Road, Pilot Free</td>
<td>China</td>
</tr>
<tr>
<td></td>
<td>Trade Zone, Shanghai, China</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Yanfeng US Automotive Interior Systems I LLC; Corporation Trust Center, 1209 Orange Street, City</td>
<td>USA</td>
</tr>
<tr>
<td></td>
<td>of Wilmington, 19801 Delaware</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Yanfeng US Automotive Interior Systems II LLC; Corporation Trust Center, 1209 Orange Street, City</td>
<td>USA</td>
</tr>
<tr>
<td></td>
<td>of Wilmington, 19801 Delaware</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Yanfeng Mexico Interiors S. de R.L. de C.V.; 104 David Alfaro Siqueiros, Col. Valle Oriente,</td>
<td>Mexico</td>
</tr>
<tr>
<td></td>
<td>66269 San Pedro Gazza Garcia, Nuevo Leon, Mexico</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Yanfeng Mexico Interiors Holding S. de R.L. de C.V.; 104 David Alfaro Siqueiros, Col. Valle</td>
<td>Mexico</td>
</tr>
<tr>
<td></td>
<td>Oriente, 66269 San Pedro Gazza Garcia, Nuevo Leon, Mexico</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Yanfeng Mexico Interior Services S. de R.L. de C.V.; 104 David Alfaro Siqueiros, Col. Valle</td>
<td>Mexico</td>
</tr>
<tr>
<td></td>
<td>Oriente, 66269 San Pedro Gazza Garcia, Nuevo Leon, Mexico</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Yanfeng Canada Automotive Interiors ULC; 1600, 421-7th Avenue SW, T2P4K9 Calgary, Alberta, Canada</td>
<td>Canada</td>
</tr>
<tr>
<td>8.</td>
<td>Yanfeng South Africa Automotive Interior Systems Pty Ltd.; 79 Waltloo Rd, Samcor Park, Silverton</td>
<td>South</td>
</tr>
<tr>
<td></td>
<td>0127, South Africa</td>
<td>Africa</td>
</tr>
</tbody>
</table>

Last updated: August 16, 2016
Annex 4 To The Data Processing Terms
Controller-to-Processor Standard Clauses

Commission Decision C(2010)593
Standard Contractual Clauses (processors)

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection

Name of the data exporting organisation: YFAI Affiliates established in the European Economic Area or Switzerland (“EEA”) as defined in the Terms and as set forth in Annex 3.1 to the Terms, as may be amended from time to time, including by mere adhesion by additional Affiliates, insofar as they are party to the Terms according to Section 1.4 of the Terms

(the data exporter)

And

Name of the data importing organisation: Service Provider as defined in the Agreement.

Address: .......................................... ................................................... ....................................
Tel.: ............................................. ................................ ; fax: ........... ................................... ; e-mail: ...........................................

Other information needed to identify the organisation:

........................................................................................................

(the data importer)

[INSERT MODEL CLAUSES]

APPENDIX 1 TO THE STANDARD CONTRACTUAL CLAUSES

This Appendix forms part of the Clauses and must be completed.
The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix.

Data exporter
The data exporters are:
YFAI Affiliates established in the European Economic Area or Switzerland (“EEA”) as defined in the Terms and as set forth in Annex 3.1 of the Terms as may be amended from time to time, including by mere adhesion by additional Affiliates, in accordance with Section 1.4 of Terms. YFAI is a global company in the automotive interiors industry.

Data importer
The data importer is (please specify briefly activities relevant to the transfer):
[Name and Describe Service Provider]

Data subjects
The personal data transferred concern the following categories of data subjects:
See Annex 1 to the Terms.

Categories of data
The personal data transferred concern the following categories of data:
See Annex 1 to the Terms.

Special categories of data (if appropriate)
The personal data transferred concern the following special categories of data:
See Annex 1 to the Terms.

Processing operations
The personal data transferred will be subject to the following basic processing activities:
See Annex 1 to the Terms.

APPENDIX 2 TO THE STANDARD CONTRACTUAL CLAUSES

This Appendix forms part of the Clauses.
Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) (or document/legislation attached):

See Annex 2 to the Terms.