



An ESCO Technologies Company

ISO 9001
& AS 9100
Certified

VACCO INDUSTRIES
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PRIVACY ADDENDUM

This Privacy Addendum, dated as of July 1, 2020 (“Addendum”), is between **VACCO Industries**, located at 10350 Vacco Street, South El Monte, CA 91733 (“Company”), and the undersigned party identified on the signature page of this Addendum (“Vendor”, and together with Company, the “Parties” and each a “Party”). Vendor provides services to Company pursuant to the terms of an agreement between the Parties (the “Agreement”). The Parties desire to set forth certain terms and conditions relating to the Agreement and the Parties’ obligations relating to data privacy.

NOW, THEREFORE, in consideration of the mutual covenants and agreements in this Addendum, and for other good and valuable consideration, the sufficiency of which is hereby acknowledges, the Parties agree as follows:

1. Definitions. For purposes of this Agreement:

a. “CCPA” means the California Consumer Privacy Act of 2018, Cal. Civil Code. §1798.100, et seq., as amended, including any applicable regulations and guidance.

b. “Data Privacy Laws” means all applicable federal, state, and local laws, rules, regulations, directives and governmental requirements relating to privacy, confidentiality or security of Personal Information, including without limitation to the extent applicable, the CCPA.

c. “Personal Information” means information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household, in each case, that may be (A) collected, maintained or otherwise processed on behalf of Company at any time by Vendor in anticipation of, in connection with, or incidental to the performance of the Agreement; or (B) derived by Vendor from such information.

d. “Process” (and its derivatives) means any operation or set of operations performed upon Personal Information, whether or not by automatic means, including, without limitation, creating, collecting, aggregating, obtaining, accessing, recording, organizing, storing, altering, retrieving, using, disclosing, disseminating, making available, aligning, combining, restricting, erasing and/or destroying.

2. Vendor’s Obligations. Vendor represents, warrants and agrees as follows:

a. Vendor shall comply with all Data Privacy Laws. Vendor is acting solely as a service provider with respect to Personal Information for purposes of the CCPA.

b. Vendor shall not sell Personal Information. Vendor shall not retain, use, disclose or otherwise Process Personal Information (i) for any purpose for any purpose, including any commercial purpose, other than for the purpose of providing services to Company under the Agreement other than for the purpose of providing services to Company under the Agreement (the “Purpose”), or (ii) outside the

direct business relationship between Company and Vendor, in each case except as expressly permitted for service providers under the CCPA.

c. Vendor shall promptly comply with any Company request or instruction requiring the Vendor to provide, amend, transfer, or delete the Personal Information, or to stop, mitigate, or remedy any unauthorized processing.

d. Vendor shall promptly inform Company in writing of any requests from individuals with respect to Personal Information, including without limitation, any request to exercise rights under Data Privacy Laws. Vendor shall reasonably cooperate and assist Company with meeting Company's obligations under Data Privacy Laws. Vendor shall respond to such requests only as specifically directed by Company and in accordance with Company's written instructions and this Addendum.

e. If the Purpose requires the collection of Personal Information from individuals on Company's behalf, Vendor shall provide any notices regarding such collection and use to such individuals as may be required by any Data Privacy Laws.

f. Vendor shall not sell, share, transfer, disclose, make available or otherwise provide access to any Personal Information to any third party, or contract any of its rights or obligations concerning Personal Information, unless Company has authorized Vendor to do so in writing. To the extent approved by Company in writing, if Vendor provides a third party with access to Personal Information, or contracts any of its rights or obligations concerning Personal Information to a third party, Vendor shall enter into a written agreement with each such third party that imposes obligations on the third party that are equivalent to those imposed on Vendor under this Addendum and requires such third party to provide at least the same level of protection of Personal Information as is required by this Addendum. Vendor shall remain responsible and fully liable to Company for compliance with the Agreement and this Addendum with respect to such third party, including without limitation such third party's performance of its obligations.

g. Vendor has no reason to believe any CCPA requirements or restrictions prevent it from providing services to Company or otherwise performing its obligations under the Agreement or this Addendum. Vendor certifies that it understands and will comply with the requirements and restrictions set forth in this Section 2.

3. CCPA Acknowledgements. The Parties acknowledge and agree that the Personal Information the Company discloses to Vendor is provided to Vendor for a business purpose, and Company does not sell Personal Information to Vendor in connection with the Agreement or this Addendum. During the time the Personal Information is disclosed to Vendor, Company has no knowledge or reason to believe that Vendor is unable to comply with the provisions of this Addendum.

4. Miscellaneous.

a. Vendor's obligations under this Addendum shall survive termination or expiration of the Agreement.

b. Any notice or other communications given to a Party under this Addendum must be in writing and sent by email or certified mail, in both cases return receipt requested. Notices to Vendor shall be sent to the address on the signature page. Notices to Company shall be sent to the address described in

the lead-in paragraph of this Agreement, with copy to: ESCO Technologies, Inc., 9900A Clayton Road, St. Louis, Missouri 63124 Attn: General Counsel.

c. Vendor shall enter into any further data processing agreement reasonably requested by Company for purposes of comply with Data Privacy Laws. If the Agreement contains provisions relating to Personal Information, or in the event of a conflict between the terms of this Addendum, the Agreement or any such further data processing agreement, the terms which are the most stringent or that provide the highest level of protection for Personal Information shall control.

d. If any provision of this Addendum is held invalid or unenforceable, the remaining provisions shall remain in effect. This Addendum is binding upon the successors and assigns of the Parties.

e. This Addendum may be executed in one or more counterparts, and in electronic format, each of which is an original, and all of which together constitute one agreement.

IN WITNESS WHERE, the Parties have executed this Addendum as of the date set forth above.

VACCO Industries

[INSERT VENDOR NAME]

By: _____
Name: Ed Hernandez
Title: Vice President, Human Resources • Administration

By: _____
Name: _____
Title: _____
Address: _____

Email: _____
Telephone: _____
Attn: _____