

DATA PROTECTION REQUIREMENTS FOR SUPPLIERS

Tata Communications is committed to protecting the privacy of its employees, customers, and other third parties and has implemented robust privacy policies, programs and practices. We expect our suppliers, their employees, agents and sub-contractors to adhere to the same privacy standards. Tata Communications' Data Protection Requirement is part of the procurement agreement ("Agreement") between Tata Communications and its suppliers. It outlines the requirements that suppliers must follow if they collect, use or process personal data while providing services or doing business with Tata Communications.

1. APPLICABILITY:

- 1.1 The Data Protection Requirements are applicable to all suppliers of Tata Communications that collect, use, distribute, access, or store TC Personal Data. They are based on data protection principles outlined by the European Commission and Directive 95/46/EC of the European Parliament and the Council of the European Union.

2. DEFINITIONS: Capitalized terms used herein have the following meanings:

- 2.1 "**Personal Data**" means any information or set of information relating to a person that identifies such person or could be used to identify such person, including without limitation, a person's name, address, telephone number, email address or call data records;
- 2.2 "**TC Personal Data**" is any Personal Data provided by Tata Communications or collected by a supplier in connection with services provided to Tata Communications. It includes but is not limited to names, addresses, phone and fax numbers, email addresses of Tata Communications' employees, customers, contractors or others.
- 2.3 "**Privacy Laws**" means any applicable law, regulation or binding policy of any governmental authority that relates to the security and protection of Personal Data;
- 2.4 "**EU Standard Contractual Clauses**" shall mean the standard contractual clauses issued by the European Commission for the transfer of Personal Data to countries that are not recognized by the European Commission as providing adequate protection for such Personal Data;
- 2.5 Expressions "**Data Subject**", "**Data Processor**", "**Data Controller**", "**Process**" and "**Processing**" shall have the meanings ascribed to them by Directive 95/46/EC of the European Parliament and the Council of the European Union;
- 2.6 **Personal Data Security Breach** shall mean (i) the loss or misuse (by any means) of any TC Personal Data; (ii) the inadvertent, unauthorized and/or unlawful processing, destruction, disclosure, corruption, modification, sale or rental of any TC Personal Data; or (iii) any other act or omission that compromises the security, confidentiality, or integrity of TC Personal Data.

3. TERMS AND CONDITIONS:

The following terms and conditions shall apply with respect to all TC Personal Data:

- 3.1 **Generally:** Supplier acknowledges that with respect to any TC Personal Data Processed by it, TC is the 'Data Controller' and Supplier, the 'Data Processor'. Supplier acknowledges that pursuant to applicable Privacy Laws, Tata Communications is required to obtain certain undertakings from its suppliers with regard to the collection, use, storage, disclosure, transfer and protection of TC Personal Data.
- 3.2 **Restrictions on Use:** Supplier shall ensure that all TC Personal Data it receives, stores, and collects from or for Tata Communications, is processed only in accordance with Tata Communications' instructions from time to time, and shall be accessed and used by Supplier only to perform its obligations under the Agreement, and as specifically permitted under the Agreement or as otherwise instructed in writing from time to time by Tata Communications.
- 3.3 **Supplier Personnel:** Only authorized Supplier personnel, who have a legitimate business need to meet the obligations under the Agreement, shall be provided access to TC Personal Data and such access should be limited to such parts of the TC Personal Data as is strictly necessary for performance of its duties under the Agreement. Supplier shall implement all measures reasonably necessary to ensure that its personnel are informed of the confidential nature of TC Personal Data and comply with the obligations set out herein, including providing its personnel with the necessary training so that such persons can correctly, lawfully and safely process TC Personal Data.
- 3.4 **Disclosure to Third Parties:** Supplier is not authorized to disclose or transfer TC Personal Data to any third party without prior written approval of Tata Communications. Any such approval granted by Tata Communications may be subject to such conditions as it deems appropriate, including any requirement that the proposed third party recipient of TC Personal Data should enter into a data processing agreement directly with Tata Communications or with Supplier. Such data processing agreement may consist of EU Standard Contractual Clauses or terms that are substantially the same as the obligations contained herein. Supplier shall remain fully responsible for the acts and omissions of its agents, affiliates, vendors, subcontractors and/or any third party with whom it contracts or who Processes TC Personal Data on Supplier's behalf.
- 3.5 **Legal and Regulatory Compliance:** While processing any TC Personal Data, Supplier shall comply with all applicable Privacy Laws. Upon Tata Communications' request, Supplier shall enter into appropriate data transfer agreements with Tata Communications as needed and as mutually agreed upon to satisfy cross-border transfer obligations relating to Personal Data, such as the EU Standard Contractual Clauses between Data Controllers and Data Processors, or other similar agreements relating to other countries. Supplier shall take any other steps reasonably requested by Tata Communications to assist in complying with any notification, registration or other

obligations applicable to Tata Communications or any of its affiliates under Privacy Laws, with respect to processing of Personal Data under the Agreement.

3.6 **Cross-border transfer of TC Personal Data:** Supplier shall not, and will procure that its affiliates and subcontractors shall not, transfer TC Personal Data out of a country or territory, except:

- (a) Between member states of European Economic Area;
- (b) Between countries or territories which are at the time subject to a current finding by the European Commission under Article 25(6) of the Directive that it provides adequate protection for Personal Data within the meaning of Article 25(2) of the Directive;
- (c) To a person or organization that has certified to the Safe Harbor framework developed jointly by the US Department of Commerce in consultation with the European Commission;
- (d) If the transfer is covered by a contract between the data exporter (entity transferring the Personal Data) and the data importer (entity receiving the Personal Data) incorporating the EU Standard Contractual Clauses; or
- (e) On written approval of Tata Communications and then subject to any additional restrictions reasonably required by Tata Communications for compliance with Privacy Laws.

3.7 **Audit rights:** Supplier shall keep a record of any processing of TC Personal Data it carries out on behalf of Tata Communications and shall provide Tata Communications with a copy of all TC Personal Data held by it in the format and on the media reasonably specified by Tata Communications. Supplier shall provide Tata Communications and its authorized representatives the right, on reasonable notice and during normal business hours, to access and inspect the systems utilized by Supplier to process TC Personal Data to verify Suppliers' compliance with the data privacy, protection, confidentiality and security requirements here. Supplier shall provide Tata Communications with all necessary materials, documents and other information to enable Tata Communications to confirm Supplier has complied with their obligations herein.

3.8 **Security:** Supplier agrees and warrants that it shall:

- (a) take appropriate physical, technical, organizational and administrative safeguards to protect TC Personal Data against any Personal Data Security Breach in accordance with the Privacy Laws and shall provide Tata Communications with a statement of the technical and organizational safeguards adopted in order to meet Supplier's obligations herein (within the timescales required by Tata Communications);
- (b) promptly provide Tata Communications with written notice of any Personal Data Security Breach affecting TC Personal Data processed by Supplier. Such notice shall summarize in reasonable detail the impact of such Personal Data Security Breach; and

(c) co-operate fully with Tata Communications to investigate, remediate, and mitigate the effects of the Personal Data Security Breach, and take all appropriate corrective action including, at the request of Tata Communications (and at the expense of Supplier where the Personal Data Security Breach is due to the fault of Supplier), providing notice to all persons whose Personal Data may have been affected by the Security Breach.

3.9 **Response to requests and enquiries:** Supplier shall promptly comply with any request from Tata Communications requiring Supplier to amend, transfer or delete any TC Personal Data. Supplier must inform Tata Communications promptly, but in any event no later than 7 business days following Supplier's receipt thereof (i) of any inquiry, demand or complaint received by Supplier from a Data Subject with respect to TC Personal Data processed by Supplier, including but not limited to requests for access and/or rectification, and all like requests, and Supplier shall not respond to any such requests unless expressly authorized to do so by Tata Communications; (ii) to the extent permitted under law, any judicial or administrative order, demand, warrant, subpoena or any other document by a government authority seeking access or disclosure of TC Personal Data. Further, Supplier shall fully cooperate with Tata Communications if it wishes to limit, challenge or protect TC Personal Data against such disclosure or access and with respect to any action Tata Communications takes against or in relation to an inquiry, demand or complaint.

3.10 **Return/ Destruction of TC Personal Data:** Save for any instructions to the contrary, at the termination or expiration of the Agreement, or when requested to do so by Tata Communications, Supplier must hand over to Tata Communications all TC Personal Data and copies thereof or if requested by Tata Communications, must erase or destroy such data in accordance with the requirements under Privacy Laws.

3.11 **Appointment of Subcontractors:** Supplier may only authorize a third party subcontractor to process the TC Personal Data, provided that:

(a) Supplier has obtained Tata Communications' prior written consent and supplied Tata Communications with full details of such subcontractor; and

(b) the contract entered into between Supplier and the subcontractor is:

- i. on terms which are substantially the same as those set out here; and
- ii. terminates automatically on expiration or termination of Supplier's Agreement with Tata Communications

3.12 **Indemnity:** Supplier will indemnify and keep indemnified and defend at its own expense Tata Communications against all costs, claims, damages, expenses, or proceedings which Tata Communications may incur as a result of a breach of by Supplier of its obligations herein with respect to the TC Personal Data.

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