# Binding Corporate Rules

A. INTRODUCTION

B. APPLICABILITY

C. SCOPE

D. POLICY

E. REFERENCES

F. REVIEW

Issued: May 15, 2017

Last reviewed: March 15, 2023

Last revised: March 15, 2023

## A. INTRODUCTION

RTX respects the legitimate privacy interests of the people from whom it Processes Personal Information, such as its directors, officers, employees, contractors, customers, suppliers, and vendors .

RTX has adopted Binding Corporate Rules ("**BCRs**") for the Personal Information that it Processes about Individuals. United Technologies EU ("**RTX EU**")[1] is the Lead Affiliate and, in coordination with the Corporate Office (the U.S. headquarters), has responsibility for remedying breaches of the BCRs.

Exhibit A provides definitions for terms and acronyms used in these BCRs.

RTX transfers Personal Information including human resources information (employees and leased labor); business contact information for business customers, suppliers, vendors, sales representatives, and other business partners; information from consumers of RTX products, generally limited information, such as name and address and credit card data; information on visitors and non-employee sales representatives and distributors; and information collected on the use of RTX products and services by users of those products and services. Personal Information is transferred within RTX depending on the products and services provided and the support required for particular services or projects. The bulk of Personal Information is transferred to the Corporate Office, located in the U.S.

## B. APPLICABILITY

1. These BCRs are mandatory for RTX's Corporate Office and the Businesses that have executed the Intra-Group Agreement. These entities shall ensure that their Personnel comply with these BCRs when Processing an Individual's Personal Information. RTX will establish clear and consistent controls across the enterprise to ensure compliance with the BCRs.

2. At a minimum, RTX will comply with all laws and regulations related to the protection of Personal Information applicable to it worldwide. Provisions of local laws, regulations, and other restrictions applicable to RTX that impose a higher level of data protection shall have precedence over the BCRs . If applicable law conflicts with these BCRs in that it might prevent RTX's Corporate Office or one or more Businesses from fulfilling their obligations under the BCRs and has a substantial effect on the guarantees provided therein, the entity concerned shall promptly notify the Chief Privacy Officer ("**RTX CPO**"), except where providing such information is prohibited by a law enforcement authority or law. The RTX CPO, in cooperation with the Privacy Advisory Committee and the entity and Business concerned, shall determine the appropriate course of action and , in case of doubt, consult with the competent data protection authority.

3. These BCRs also apply to Businesses and to the Corporate Office when they Process an Individual's Personal Information on behalf of other RTX entities. The Processing entities must be bound by the Internal Processing Clauses set out in Exhibit B to these BCRs.

[1] United Technologies EU ("RTX EU"), Avenue du Port 86C b204, 1000 Brussels.

4. In case of a conflict between these BCRs and General Corporate Policy Section 24, these BCRs prevail for Personal Information originating directly or indirectly from the European Economic Area or Switzerland.

C. SCOPE

These BCRs govern the Processing by RTX of Personal Information of Individuals wherever located, except that (i) the requirement to obtain explicit consent for Sensitive Personal Information, (ii) the provisions contained in Section D.6, paragraphs 1 through 6 regarding the enforcement rights of individuals and guarantees, (iii) Section B.4 relating to discrepancies between the BCRs and Corporate Manual Section 24, (iv) the requirements of D.1(d); and (v) the part of Section D.1(f) relating to sharing of data with law enforcement and regulatory authorities, shall only apply to Personal Information originating directly or indirectly from the European Economic Area , the United Kingdom or Switzerland.

D. POLICY

1. **Privacy Principles:** In all of its activities, RTX shall:

*a.* *Process Personal Information fairly and lawfully*

Individuals' Personal Information shall be Processed for identified purposes (1) on the basis of consent; (2) when required or permitted by law in the country of origin, or (3) for a legitimate purpose, such as human resources management, business interactions with customer and supplier, and a threat of physical harm.

Individuals' Sensitive Personal Information shall only be Processed when: (1) required by law in the country of origin of the data; (2) with the explicit consent of the Individual where permitted by law; or (3) when necessary to protect the vital interests of the Individual or the establishment, exercise, or defense of a legal claim by the Corporate Office or an Business.

Individuals' Personal Information shall not be Processed for any incompatible purposes unless allowed under one of the conditions set out in the immediately preceding paragraph, for example, by obtaining a new consent.

*b.* *Only Process Personal Information that is relevant*

RTX shall make efforts to ensure that the Processing of Individuals ' Personal Information is adequate, relevant and not excessive in relation to the purpose or purposes for which the information is Processed. In addition, RTX will not keep Individuals' Personal Information for longer than necessary for the purpose(s) for which it was collected, unless with consent when used for a new purpose or otherwise required by applicable law, regulation, court proceedings, administrative proceedings, arbitration proceedings, or audit requirements. RTX will make efforts to ensure that the Individuals' Personal Information in its possession is accurate and current.

c. *Provide appropriate notice to Individuals whose Personal Information the Businesses Process*

Unless the Individual is already aware of this information, the Corporate Office and/or the relevant Business shall, at the time of collecting Personal Information, provide notice to Individuals of: the Personal Information that is to be collected; the identity and contact details of the RTX entity or entities responsible for the collected Personal Information; the contact details of the data protection officer, where applicable; the purpose(s) for which that Personal Information is to be collected; the legal basis for processing and the legitimate interest pursued by the controller, where applicable; the categories of recipients with whom RTX will share the information; the choices and rights provided to Individuals, including the right to withdraw consent or oppose the use of certain data and the right to file a complaint with the competent supervisory authority, where applicable; the consequences of exercising those choices; how to contact RTX with questions or complaints about privacy matters; the retention period of the collected data, where applicable; information on automated decision making, if any, where applicable, the fact that RTX may share some of the collected data with recipients located outside of the EU and how RTX intends to protect the data, where applicable. In exceptional cases, where providing this notice presents a disproportionate burden (where the Personal Information was not obtained from the Individuals themselves), RTX may, after careful consideration, decide not to provide notice to Individuals or to postpone providing notice.

d. *Respect the legitimate rights of Individuals to exercise their privacy rights over their Personal Information*

RTX shall allow Individuals to request access to and rectification of their Personal Information. The Corporate Office and/or the relevant Business will comply with requests in a reasonable period of time, provided such requests are not manifestly unfounded or excessive . The Corporate Office and/or the relevant Business shall bear the burden of demonstrating the manifestly unfounded or excessive character of the request. Individuals may be required to provide proof of their identity and may be subject to a servicing fee as permitted by applicable law.

Individuals may object to the Processing of their Personal Information or request the blocking or erasure of their Personal Information. RTX will comply with such requests, unless retention of Personal Information is required by contractual obligations, audit requirements, regulatory or legal obligations, or to defend the company against legal claims. Individuals will be informed of the consequences that may arise as a result of their choice to have RTX not Process their Personal Information, such as the inability of RTX to provide employment, a requested service or enter into a transaction. Individuals will also be informed about the outcome of their request.

With the exception of those Individuals who have elected not to receive certain communications and in accordance with applicable law, RTX may Process Individuals' Personal Information to target communications to Individuals based on their interests. Individuals who do not wish to receive marketing communications from RTX will be offered easily accessible means to oppose further advertising, for example, in their account settings or by following the directions provided in an email or from a link in the communication. When in doubt about the application of anti-spam regulations, please contact privacy.compliance@rtx.com.

Where RTX makes automated decisions about Individuals on the basis of their Personal Information, it shall provide suitable measures to safeguard Individuals' legitimate interests, such as providing information about the logic behind the decision and an opportunity to have the decision reviewed and permitting Individuals' to provide their point of view.

*e. Implement appropriate technical and organizational security measures*

In order to prevent unauthorized or unlawful Processing of Personal Information and to prevent accidental alteration, unauthorized disclosure or access, loss or destruction of, or damage to Personal Information, RTX shall implement appropriate security measures taking into account the sensitivity and risks of the Processing concerned, the nature of the Personal Information concerned and applicable corporate policies. RTX shall implement a robust policy to address Data Incidents (also known as Data Breaches) that shall address the appropriate response to and remediation of any actual Data Incidents.

RTX will enter into a written agreement obligating any Service Providers to respect these BCRs or equivalent requirements and only to process Personal Information in accordance with the instructions of RTX. The written agreement must use the standard terms and conditions provided by RTX or have any modifications approved by the designated Business Privacy Professional, trained Business legal counsel, or the RTX CPO.

*f. Not transfer Individuals' Personal Information to Third Parties or Service Providers outside the EEA and Switzerland without appropriate safeguards*

Where RTX transfers Individuals' Personal Information to Third Parties or to Service Providers that are not part of RTX and that are (1) located in countries that do not provide adequate levels of protection (within the meaning of the Directive 95/46/EC), (2) not covered by approved binding corporate rules, or (3) do not have other arrangements that would satisfy EU adequacy requirements, the Corporate Office and/ or the relevant Business shall ensure in relation to:

i. Third Parties, that they shall implement appropriate contractual controls, such as model contractual clauses, providing levels of protection commensurate

with these BCRs or, alternatively, ensure that the transfer (1) takes place with the unambiguous consent of the Individuals, (2) is necessary to conclude or perform a contract concluded with the Individuals, (3) is necessary or legally required on important public interest grounds[2], (4) is necessary to protect the vital interests of the Individuals; or (5) is necessary for the establishment, exercise or defense of legal claims.

ii. Processors, that they shall implement contractual controls, such as model contractual clauses, providing levels of protection commensurate with these BCRs.

*g. Implement Appropriate Accountability Measures*

Businesses acting as data controllers or processors for Personal Information subject to the EU General Data Protection Regulation and the United Kingdom shall comply with accountability requirements such as keeping a personal information data inventory that shall record processing operations, carrying out data protection impact assessments and implementing the principles of privacy by design and privacy by default, where required by the General Data Protection Regulation. Any personal information data inventories involving EU Personal Information shall be made available to the competent supervisory authority upon request, as required by the General Data Protection Regulation.

2. **Governance**: RTX commits to maintain a governance infrastructure capable of ensuring compliance with the BCRs. This infrastructure consists of:

a. Ethics and Compliance Officers ("**ECOs**"): these Officers facilitate compliance with the BCRs and are the internal point of contact for internal comments and complaints relating to the BCRs . RTX will ensure that its Ethics and Compliance Officers are trained to receive and investigate privacy complaints, to assist with the resolution of privacy concerns, and to forward complaints to the appropriate resources, such as the appropriate Privacy Professional or the Privacy Office, for review and resolution where needed.

b. Speak Up Helpline: the individuals comprising the Speak Up Helpline will maintain a mechanism to receive both internal and external comments and complaints relating to the BCRs. RTX's Speak Up Helpline provides a safe and confidential channel for Individuals, Service Providers and Third Parties to seek guidance, ask questions, make comments and report suspected misconduct. The Speak Up Helpline forwards complaints to the appropriate resources, such as the appropriate Privacy Professional or

[2] In accordance with applicable law, Operating Businesses may share Personal Information with law enforcement and regulatory authorities when necessary, in a democratic society to safeguard national and public security, defense, the prevention, investigation, detection and prosecution of criminal offenses and to comply with sanctions as laid down in international and/or national instruments.

E.

the Privacy Office, for review and resolution where needed, provided the complainant agrees.

a. Privacy Professionals: each Business will appoint at least one Privacy Professional to serve as a resource for the Ethics and Compliance Officers and others in the Business with privacy-related issues. The Privacy Professionals assist their management in ensuring local compliance with these BCRs and in identifying and remediating shortcomings within the Business. RTX will ensure that these Privacy Professionals have sufficient resources and independent authority to perform their role.

b. Data Protection Officers ("DPOs"): the role of the DPO is defined by applicable law. DPOs are appointed where required by applicable law. DPOs coordinate on a regular basis with the RTX CPO.

c. Privacy Advisory Committee ("PAC"): the PAC will be responsible for general oversight of RTX's privacy compliance program, including the implementation of the BCRs . The PAC will contain the Privacy Professionals, representing their respective Business, as well as representatives from Human Resources ("HR"), Digital/Information Technology ("IT"), Global Trade ("GT"), Environmental, Health & Safety ("EH&S"), Finance, Supply Management, and RTX EU. Other members may be added either temporarily or permanently, as needed. The PAC, in cooperation with the RTX CPO and the Privacy Office, develops and ensures global implementation of compliance plans to address the findings of the assurance and audit teams.

d. RTX Chief Privacy Officer (CPO): the CPO, in cooperation with the Privacy Professionals, will deploy the BCRs and ensure that they are effectively and efficiently implemented. The CPO will also be responsible for training and awareness campaigns on data privacy and for supporting the Privacy Professionals and ensuring that they are trained, while promoting the existence and purpose of data privacy requirements in addition to basic requirements for the protection of proprietary information. The CPO will provide direction to and lead the Privacy Advisory Committee. The CPO will serve as the lead Privacy Professional for the Corporate Office.

e. Privacy Office: the Privacy Office consists of the CPO, the Privacy Professionals, and any appointed Data Protection Officers, as well as any additional personnel appointed by the Businesses or the Corporate Office. The Privacy Office participates on the PAC, responds to and resolves any comments or complaints that come into the Privacy Office or the Speak Up Helpline, and assists the ECOs in responding to and resolving any comments or complaints that are submitted to the ECO team.

f. RTX EU: RTX EU will participate on the PAC through its Privacy Professional or DPO. In case of evidence of violations of the BCRs, the PAC or the CPO will inform RTX EU and, in

coordination with RTX EU, work with the Corporate Office and/or the relevant Business and its Privacy Professional to implement appropriate remediation steps.

2. **Training**: RTX will ensure that the following categories of Personnel, receive annual training on data privacy, security, and/or anti-spam regulations:

   a. Ethics and Compliance Officers ;

   b. Privacy Professionals;

   c. Personnel handling Individuals ' Personal Information as an integral part of their responsibilities ; and

   d. Personnel involved in the development of tools used to Process Personal Information.

3. **Monitor and Audit:** The Corporate Vice President, Internal Audit, supervising the Internal Audit Department, will administer regular assurance and audit programs to evaluate compliance with these BCRs and follow up with the Businesses to ensure that corrective measures are taken. The Corporate Vice President, Internal Audit, with the assistance of the Internal Audit Department staff, the CPO, and the Businesses, will determine the appropriate scope of the audit program for BCRs to address systems and processes that must adhere to these BCRs.

   Results of the BCRs compliance audits will be communicated to the CPO, who, in turn, will inform the Corporate Vice President, Global Ethics & Compliance, RTX EU, and the Privacy Advisory Committee. The Corporate Vice President, Global Ethics & Compliance or his or her designee will communicate materials audit findings related to the BCRs to the Board of Directors of Corporate Office or a committee of the Board, such as the Audit Committee. Competent Data Protection Authorities in the EEA and Switzerland, upon request, may receive access to the audit results related to the BCRs.

4. **Handling Requests for Rights and Complaints:** Requests from Individuals regarding the Processing of their Personal Information will be addressed as set out below. These contact methods may be supplemented where required by local law:

   a. Internal - From Personnel with access to RTX's Intranet

      Personnel who are direct RTX employees can address their requests and complaints to their local Human Resources representative. All Personnel, including employees, may contact their Local, Regional, or Global Ethics and Compliance Officer ("**ECO**"), the Speak Up Helpline, or the Privacy Office. These resources can be contacted as follows :

| | |
|---|---|
| Local HR | Contact using your regular internal channels |
| | Within the US and Canada: 1-800-423-0210 or https:// rtxspeakuphelpline.webline.sai360.com/ |

| | |
|---|---|
| Speak Up Helpline | Outside the US and Canada: https:// rtxspeakuphelpline.webline.sai360.com/ |
| ECOs | https://home.rtx.com/en/Legal-Contracts-and-Compliance/ GEC/ECO |
| Privacy Office | privacy.compliance@rtx.com |

Complaints submitted to local HR, ECOs, or the Privacy Office: these complaints will be addressed by the group (HR, ECO, or Privacy Office) that has received them, with assistance from the appropriate Privacy Professional or the CPO (or designee) where needed.

Privacy complaints submitted to the Speak Up Helpline: complaints will be forwarded to the Privacy Office for response and resolution as appropriate.

b. External - From all other Individuals

Requests and complaints from all other Individuals can be addressed to the Speak Up Helpline or the Privacy Office, which can be reached as follows:

| | |
|---|---|
| Speak Up Helpline | Within the US and Canada: 1-800-423-0210 or https:// rtxspeakuphelpline.webline.sai360.com/ |
| | Outside the US and Canada: https:// rtxspeakuphelpline.webline.sai360.com/ |
| Privacy | privacy.compliance@rtx.com |

c. Additional Information about complaint handling

Complaints and audit results revealing structural shortcomings globally will be addressed by CPO through the PAC in order to ensure a global resolution in cooperation with RTX EU and the local Privacy Professionals

Any time a complaint cannot be resolved to the complainant's satisfaction, local HR, the ECO, or the Privacy Professional will report the issue to the CPO. The CPO, in turn, will inform RTX EU of every complaint that cannot be resolved through the available complaint handling procedures.

RTX will endeavor to provide an initial response within five working days of receiving the request/complaint. Depending on the complexity and scope of the request/complaint, this period may be longer, but should not exceed one month.

No provision of the BCRs shall affect the rights of Individuals under applicable local law

to submit a complaint to a competent data protection authority or court in relation to a breach of applicable law by an Operating Business that is located in the EEA or Switzerland.

5. **Enforcement Rights of Individuals and Guarantees:** Individuals shall have the benefit of the rights expressly granted to them pursuant to this Section, Sections B, C, D.1, D.5, D.7, D.8 and D.9, and the benefit of the guarantee given by RTX EU in this Section.

   For alleged breaches of these BCRs, Individuals who are residents of the European Union, the United Kingdom or Switzerland, may:

   a file a complaint with the data protection authority in the EU Member State of the Individual's habitual residence, place of work or place of the alleged infringement, at the Individual's choice; or

   b bring an action before a competent court in the EU, either the court where the controller or processor has an establishment or where the Individual has his or her habitual residence, at the Individual's choice.

   All Individuals who otherwise have rights under these BCRs, including Individuals who are not residents of the European Union, the United Kingdom or Switzerland, have recourse to the statutory redress procedures provided under their applicable national law.

   With assistance from the Corporate Office, RTX EU shall be responsible for ensuring that actions are taken (1) to remedy a breach committed by the Corporate Office or the Businesses outside of the EEA; and (2) to pay the compensation to Individuals awarded by courts referred to in this section for any damages resulting from the breach of the BCRs by the Corporate Office and/or an Business outside the EEA and Switzerland, unless the relevant Business has already paid the compensation or complied with the order.

   Where Individuals can demonstrate that they have suffered damage, then it shall be for RTX EU, in cooperation with the Corporate Office, to prove that the Corporate office and the Business concerned was not in breach of its obligations under these BCRs. Where such proof can be provided, RTX EU may discharge itself of any responsibility under the BCRs.

   The Corporate Office, shall be responsible for ensuring that actions are taken to remedy a breach committed by Businesses outside of the EEA and Switzerland in respect of Personal Information not originating directly or indirectly from the European Economic Area or Switzerland.

   For countries other than the EEA Members States and Switzerland, which recognize these BCRs as a lawful instrument to transfer Personal Information, Individuals in those countries s hall have the benefit of the rights expressly granted to them pursuant to Sections D. 1, D. 5, D. 7 and D. 9. Accordingly, affected Individuals in these countries may take any action in their country to enforce these provisions against the Business in breach of the BCRs.

6. **Cooperation with Data Protection Authorities:** Businesses shall provide any necessary assistance

reasonably required by competent data protection authorities in connection with their enquiries and verifications in relation to the BCRs , including providing the results of audits upon request.

RTX shall abide by the decisions of competent EEA/Swiss data protection authorities that are final, i.e., decisions against which no further appeal is possible or decisions which RTX decides not to appeal. RTX accepts that its compliance with the BCRs may be audited by competent data protection authorities in compliance with applicable laws.

7. **Modification to these BCRs:** RTX EU shall promptly notify the Belgian Data Protection Authority in the event that any amendment or variation is made to these BCRs that materially alters the level of protection as set out therein; once a year, RTX EU shall notify the Belgian Data Protection Authority of all changes that occurred in the previous year.

   RTX EU shall maintain an up-to-date list of all Businesses that have executed the Intra-Group Agreement and of all updates of the BCRs . Such list shall be made available to bound Businesses, Individuals, or EEA/Swiss data protection authorities, upon request. In any event, the RTX EU shall provide the Belgian Data Protection Authority with a copy of an up-to-date list of all Businesses that have executed a Corporate Rules Agreement not less than once per year.

   RTX agrees that it shall not rely upon these BCRs to transfer Individuals ' Personal Information to other members of the RTX group until such time as the relevant group members have executed the Intra-Group Agreement and can comply with it.

8. **Communication of these BCRs:** With the intention of ensuring that Individuals are made aware of their rights under these BCRs, the Businesses in the EEA and Switzerland shall post or maintain a link to these BCRs on their external-facing websites. RTX shall post or maintain a link to these BCRs on www.rtx.com or any superseding website.

Exhibit B-1: Binding Corporate Rules Definitions.

"Business" means RTX's major segments, which may change from time to time, and currently consist of: Collins Aerospace; Raytheon Intelligence & Space; Raytheon Missiles & Defense; Pratt & Whitney; the Research Center; and the Corporate Office.

"Corporate Office" refers to the company's corporate headquarters in the U.S., located at 1000 Wilson Boulevard, Arlington, VA 22209 USA. The Privacy Office may be reached more directly at 10 Farm Springs Road, Farmington, CT 06032 USA.

"Data Breach" (also known as a "Data Incident") means unauthorized acquisition or use of unencrypted Personal Information, or encrypted Personal Information if there is a compromise of its confidential process or key, that is capable of compromising the security, confidentiality, or integrity of the Personal Information that creates a substantial risk of harm to one or more individuals . The risk of harm includes the possibility of identity theft, potential for embarrassment, release of private information, or other adverse impact. A good faith but unauthorized acquisition of Personal Information by RTX or its Personnel or Service Provider for

lawful purposes is not a Data Breach of security unless the Personal Information is used in an unauthorized manner or is subject to further unauthorized disclosure.

"Individuals " means natural persons that are Personnel, RTX customers or suppliers, and consumers of RTX products and services.

"Businesses" means RTX's business segments, units and divisions, and all other operating entities wherever located (including controlled joint ventures, partnerships and other business arrangements where RTX has either a controlling interest or effective management control), other than the Corporate Office.

"Personal Information" means information relating to an identified or identifiable natural person. This is any information relating to a natural person, identified or identifiable, directly or indirectly, in particular by reference to an identifier, such as an identification number, name or one or more factors specific to the person's physical, physiological, mental, economic, cultural or social identity. Whether an Individual is identifiable depends on the means reasonably likely to be used by RTX or another person to identify the Individual concerned. Where these measures are not reasonably likely to be used for identification is impossible, the data concerned are anonymous and not covered by these BCRs. The term includes Sensitive Personal Information. Personal Information includes information collected, processed, and/or transferred regardless of the medium, including but not limited to hard copy, electronic, video recording, and audio recording.

"Personnel" means RTX employees, including RTX directors and officers, and temporary employees, contractors, leased labor and contract laborers retained by RTX.

"Process" means any operation or set of operations that is performed upon Personal Information, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, transfer, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.

"Sensitive Personal Information" is a subset of Personal Information and means information relating to an identified or identifiable person that involves: racial or ethnic origin; political opinions; religious or philosophical beliefs ; trade union membership; health; sexual preference; sex life; or the commission or alleged commission of any crime and possible penalties .

"Service Provider" means any entity or person who/that Processes, or otherwise is permitted access to Personal Information Processed by RTX through its provision of services directly to RTX.

"Third Party" is any individual or entity, other than the Corporate Office and Businesses that executed a Corporate Rules Agreement and their Personnel, and Service Providers .

"RTX" means RTX's Corporate Office and its Businesses.

These clauses apply when an Business that is bound by the BCRs (hereafter: the "RTX Principal") entrusts a project to another bound Business (hereafter: the "RTX Processor") that involves the processing of covered Personal Data. To the extent that the project involves a Work Order between RTX Principal and RTX Processor, the Work Order shall reference the Internal Processing Clauses in the following terms: "The Services set out in this Work Order are governed by the Internal Processing Clauses set out in the RTX BCRs for the protection of personal information."

Defined terms in these clauses refer to the defined terms in the RTX BCRs.

1. RTX Principal and RTX Processor agree to remain bound by the RTX BCRs for the entire duration of the Work Order. These clauses apply for the duration of the Work Order. The provisions of Section 4.2, 4.4, 4.5., 4.8., 4.10 and 4.11 of these clauses shall survive termination of the Work Order.

2. In the performance of its services, RTX Processor will process Personal Information on behalf of RTX Principal.

3. Obligations of RTX Principal:

   3.1 RTX Principal shall provide RTX Processor with clear instructions relating to the nature, purpose and duration of the processing of relevant Personal Information. These instructions shall be sufficiently clear to allow RTX Processor to meet its obligations under these clauses and the RTX BCRs. In particular, RTX Principal's instructions may govern the use of sub-contractors, the disclosure of Personal Information and other obligations of RTX Processor.

   3.2 RTX Principal shall inform RTX Processor about all amendments to its national data protection law and related statutory instruments, regulations, orders, and similar instruments that are of relevance to the Processing performed by RTX Processor under these clauses, and provide instructions on how RTX Processor should comply with such amendments.

4. Obligations of the RTX Processor

   4.1 RTX Processor shall Process Personal Information in accordance with the instructions of RTX Principal as set forth in the Work Order and as communicated in writing. RTX Processor shall not carry out Processing of relevant Personal Information for any other purpose or in any other manner.

   4.2 RTX Processor shall comply with all provisions of the RTX BCRs and in particular with Section D.1.e.

   4.3 RTX Processor shall not disclose or transfer relevant Personal Information to any third party, other than a subprocessor pursuant to Section 4.6 of these clauses, without the prior authorization, in writing, of RTX Principal.

4.4 Where, in accordance with the RTX BCRs (Section D.1.f.), RTX Processor is required to carry out Processing as a result of a valid legal obligation, it shall do so notwithstanding the requirements of this Section 4. In such cases, RTX Processor shall notify RTX Principal in writing prior to complying with any such requirement, unless the applicable law, regulation, or governmental authority prohibits the providing of such notice, and shall comply with all reasonable directions of RTX Principal with respect to such disclosures.

4.5 RTX Processor shall notify RTX Principal within three (3) business days of any communication received from any individual whereby that individual exercises his or her rights relating to Personal Information of him or her and shall comply with all instructions of RTX Principal in responding to such communications. In addition, RTX Processor shall provide any and all assistance required by RTX Principal to respond to any communication from any individual relating to that individual's rights on Personal Information relating to him or her.

4.6 RTX Processor may engage a sub-processor to assist it in fulfilling its obligations under the Work Order provided it has obtained the prior written approval of RTX Principal. RTX Processor will enter into a written agreement with any sub-processor, which imposes obligations on the sub-processor that are no less onerous than and comparable in all material respects with the obligations imposed upon RTX Processor under these clauses. RTX Processor must comply with RTX BCRs Section D.1.f.

4.7 RTX Processor represents and warrants that nothing in any data protection legislation (or any other laws or regulations) to which it is subject, prevents it from fulfilling its obligations under these clauses. In the event of a change in any such laws that is likely to have a material adverse effect on RTX Processor's compliance with these clauses or in the event RTX Processor otherwise cannot comply with these clauses, RTX Processor shall notify RTX Principal within fifteen (15) business days and RTX Principal shall be entitled to terminate the Work Order with immediate effect.

4.8 RTX Processor agrees that RTX Principal may request that RTX Processor's compliance with these clauses is audited in accordance with RTX BCRs Section D.4. In particular, RTX Processor shall make available to RTX Principal all information necessary to demonstrate its compliance with these obligations and submit to audits, including inspections, conducted by RTX principal or an auditor mandated by RTX Principal.

4.9 RTX Processor shall ensure that any person Processing Personal Information under the authority of RTX Processor is subject to suitable duties of confidentiality.

4.10 RTX Processor shall assist RTX Principal in complying with its obligations under applicable data protection laws, including in completing data protection impact assessments, where applicable.

4.11 RTX Processor shall notify RTX without undue delay of the occurrence of a data breach

and shall promptly take steps to rectify and prevent recurrence of the data breach, and assist RTX in doing the same where required. RTX or the appropriate Business will coordinate with RTX Principal and RTX Processor regarding the appropriate investigation and remediation. RTX Processor shall also assist RTX Principal as may be necessary to fulfil RTX Principal's obligation to notify a government authority or affected individuals about the data breach.

5. In the event of the termination of the Work Order, RTX Processor shall send to RTX Principal all relevant Personal Information held by RTX Processor, together with all copies in any media of such data or destroy the same, unless RTX Processor is required, by any applicable law, regulation or governmental authority, to retain such Personal Information or a part thereof, in which case it shall promptly notify RTX principal of any such obligation.

6. These clauses shall be governed by and construed in accordance with the laws of t he country in which RTX Principal is established. Without prejudice to RTX BCRs Section D.6, each party to these clauses irrevocably submits to the exclusive jurisdiction of the country of RTX Principal's courts over any claim or matter arising under or in connection with these clauses.

7. Miscellaneous.

   7.1 The provisions of these clauses are severable. If any phrase, clause or provision is invalid or unenforceable in whole or in part, such invalidity or unenforceability shall affect only such phrase, clause or provision, and the rest of these clauses shall remain in full force and effect.

   7.2 The provisions of these clauses shall inure to the benefit of and shall be binding upon RTX Principal and RTX Processor and their respective successors and assigns.