



FINAL

Binding Corporate Rules

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A. INTRODUCTION

Carrier 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.

Carrier has adopted Binding Corporate Rules (“BCRs”) for the Personal Information that it Processes about Individuals. UTC Fire & Security EMEA BVBA¹ is the “Carrier Lead Entity” and, in coordination with the Carrier 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.

Carrier Processes the Personal Information of Individuals who generally fall into the following four categories:

- (1.) Employees: This category makes up the vast majority of Personal Information that Carrier Processes, and includes Personal Information that is common in such contexts (e.g., identification and contact information, salary and compensation, position, education, health & safety, training, and evaluation).
- (2.) Business customers and suppliers/vendors: Carrier sells its products and services mostly to business customers. The Personal Information of customers includes mainly business contact information.
- (3.) Individual end-user customers: Carrier has a limited number of individual customers for specific products. Personal Information here is mainly identification and sales-related information.
- (4.) End users of Carrier products and services: Certain Carrier entities collect, process and store limited amounts of Personal information in order to operate their respective products and services (e.g., identification/authentication information and product usage information from connected thermostats).

Carrier 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 Carrier products, generally warranty information and limited information, such as name and address, on consumers who have a service contract with an Operating Business; information on visitors and non-employee sales representatives and distributors; and information collected on the use of Carrier products and services by users of those products and services. Personal Information is transferred within Carrier depending on the products and services

¹ De Kleetlaan 3, 1831 Diegem, Belgium. [NOTE: The legal entity will remain the same; name subject to change (unknown at this point).]



provided and the support required for particular services or projects. The bulk of Personal Information is transferred to the Carrier Corporate Office, located in the U.S.

Exhibit D provides additional information on Personal Information Processed by Carrier.

B. APPLICABILITY

1. These BCRs are mandatory for Carrier's Corporate Office and the Operating 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. Carrier will establish clear and consistent controls across the enterprise to ensure compliance with the BCRs.
2. Carrier 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 Carrier 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 Carrier's Corporate Office or one or more Operating Businesses from fulfilling their obligations under the BCRs, or has a substantial adverse effect on the guarantees provided therein, the entity concerned shall promptly and directly notify the Carrier Lead Entity and Carrier Chief Privacy Officer ("Privacy Lead"), except where providing such information is prohibited by a law enforcement authority or law. The Carrier Privacy Lead, in cooperation with the Carrier Privacy Council member for the Carrier Lead Entity and the entity and Business Units concerned, shall determine the appropriate course of action. For Personal Information originating directly or indirectly from the European Economic Area ("EEA"), Carrier shall report to the competent Supervisory Authority any time that the conflict is likely to have a substantial adverse effect on the guarantees provided by these BCRs.

This includes reporting any legally binding request for disclosure of Personal Information by a law enforcement authority or state security body of a third country. In such a case, Carrier will inform the competent Supervisory Authority about the request, including information about the data requested, the requesting body, and the legal basis for the disclosure (unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation). Where providing such information is prohibited by a law enforcement authority or law, Carrier shall make its best effort to have the prohibition waived so that the process otherwise described in this paragraph may be followed. If there are any cases where Carrier is unable to have the prohibition waived so that this process may be followed, Carrier will provide, on an annual basis, the competent Supervisory Authorities with general information, such as the number of requests, the type of data requested, and, where possible, the requesting governmental body. In all instances, any transfer of Personal



Information originating directly or indirectly from the EEA by Carrier to any public authority cannot be massive, disproportionate and indiscriminate in a manner that would go beyond what is necessary in a democratic society.

3. These BCRs also apply to Operating Businesses and to the Corporate Office when they Process an Individual's Personal Information on behalf of other Carrier entities (*i.e.*, as Processors). The Processing entities must be bound by the Internal Processing Clauses set out in Exhibit B to these BCRs.
4. In case of a conflict between these BCRs and Carrier Policy Manual, Section 24, these BCRs prevail for Personal Information originating directly or indirectly from the EEA.

C. SCOPE

These BCRs govern the Processing by Carrier of Personal Information of Individuals wherever located, except that the following provisions of the BCRs shall only apply to Personal Information originating directly or indirectly from the EEA:

- (1.) Section B.2, relating to requests for disclosures of Personal Information by a law enforcement authority or other governmental authority of a third country;
- (2.) Section B.4 relating to discrepancies between the BCRs and Carrier Policy Manual Section 24;
- (3.) Section D.1(a) in relation to the requirement to obtain explicit consent for Sensitive Personal Information;
- (4.) Section D.1(c), last paragraph on transparency;
- (5.) the requirements of Section D.1(d) on privacy rights;
- (6.) Section D.1(e) paragraph 2, point (1) on security breach notification;
- (7.) Section D.1(f) relating to transfers of Personal Information to Third Parties or Service Providers outside the EEA;
- (8.) the last paragraph of Section D.5 on bringing complaints; and
- (9.) Section D.6, paragraphs 1 through 6 regarding the enforcement rights of individuals and guarantees (third party beneficiary rights). Individuals in countries outside of the EEA that recognize these BCRs as a lawful instrument to transfer Personal Information, shall also have the benefit of third party beneficiary rights, as explained in the last paragraph of Section D.6 of these BCRs.

In relation to Personal Information originating directly or indirectly from the EEA, the privacy principles in Section D.1 and any derogations thereto shall be interpreted in light of the GDPR. Wherever there is a reference to the GDPR in these BCRs, a publicly available copy can be accessed in all languages of the European Union at: <https://eur-lex.europa.eu/eli/reg/2016/679/oj>. In these BCRs, references to specific articles of the GDPR should be understood as applying the principles in those articles in the same way as



they would apply under the GDPR, even though the GDPR does not always apply to personal data once it is transferred out of the EEA under these BCRs.

The Operating Businesses bound by these BCRs can be found in Exhibit C.

D. POLICY

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

a) Process Personal Information fairly and lawfully

Individuals' Personal Information shall only be Processed for specified and legitimate purposes (1) on the basis of consent; (2) when required or permitted by law in the country of origin, or (3) for a legitimate business purpose not outweighed by the interests or fundamental rights and freedoms of the Individuals concerned, such as most 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; (3) when necessary to protect the vital interests of an Individual who is physically or legally incapable of giving consent; or (4) for the establishment, exercise, or defense of a legal claim by the Corporate Office or an Operating Business.

Individuals' Personal Information shall not be further Processed for any incompatible purposes unless: (1) required by law in the country of origin of the data; (2) with the explicit consent of the Individual (but only in situations where consent can be obtained); or (3) otherwise in compliance with Art 6.4 GDPR. For ease of reference, Exhibit E of these BCRs provides the full text of Article 6.4 GDPR.

b) Only Process Personal Information that is relevant

Carrier shall Process Individuals' Personal Information in a manner that is adequate, relevant and not excessive in relation to the purpose(s) for which the information is Processed. In addition, Carrier 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 in the country of origin by applicable law, regulation, court proceedings, administrative proceedings, arbitration proceedings, or audit requirements. Carrier will Process Individuals' Personal Information under its control in a manner that is intended to ensure that such Personal Information is accurate and current.



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

Unless the Individual is already aware of this information, the Corporate Office and/or the relevant Operating Business shall, at the time of collecting Personal Information, provide notice to Individuals of:

- The identity and contact details of the Carrier entity that is responsible for the Personal Information (in other words, is the Controller) and, where applicable, of the Controller's representative and/or data protection officer (contact details may be an email contact);
- Categories of Personal Information that will be Processed (unless already known by the Individual) and the source of the information (unless already known by the Individual);
- The purpose of Processing or collecting the Personal Information and the legal basis (or bases) for the Processing
 - if the legal basis is legitimate interest, the notice must specify that interest;
 - if the legal basis is a legal obligation or contractual requirement, the notice must indicate if the Individual is obligated to provide the Personal Information and the possible consequences if the Individual chooses not to provide the data;
 - if the lawful basis is consent, the right to withdraw consent at any time without affecting the lawfulness of the Processing based on consent before its withdrawal, as well as information about the impact of the withdrawal;
- The recipients or categories of recipients with whom the Personal Information will be shared;
- Whether the Personal Information will be shared across borders and, if so, whether the Personal Information will be sent to countries that lack an adequacy decision, a reference to the appropriate or suitable safeguards and the means by which to obtain a copy of them or where they have been made available;
- How long the data will be retained;
- Their rights to request access, rectification, erasure and restriction of Processing and the rights to object, data portability, and lodge a complaint



with a Supervisory Authority (for Individuals and Personal Information subject to the GDPR); and

- The logic, possible consequence, and means to seek redress, if the Personal Information is subject to automated decision-making.

All Operating Businesses shall comply with the requirements of Articles 12 and 13 of the GDPR when providing notice to the extent that the GDPR applies.

Where Operating Businesses obtain Personal Information indirectly, they will inform Individuals (as described above) in accordance with Article 14(3) GDPR, unless the Individual has already been informed or another derogation of Article 14(5) GDPR would apply.

For ease of reference, Exhibit E of these BCRs provides the full text of Articles 13 and 14 of the GDPR.

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

Carrier shall allow Individuals to request access to and rectification of their Personal Information. The Corporate Office and/or the relevant Operating Business will comply with requests, provided such requests are not manifestly unfounded or excessive, without undue delay and in any event within one month of receipt of the request. That period may be extended by two further months where necessary, taking into account the complexity and number of the requests. The Corporate Office and/or the relevant Operating Business will inform the Individual of any such extension within one month of receipt of the request, together with the reasons for the delay, as well as any refusal to comply with a request and the reason for the refusal. The Corporate Office and/or the relevant Operating 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 under the GDPR.

Individuals may object to the Processing of their Personal Information or request the restriction of Processing or erasure of their Personal Information. Carrier will comply with such requests, unless Processing of Personal Information is required by regulatory or legal obligations, to defend the company against legal claims, or on compelling legitimate grounds that override the interests and rights of Individuals, such as corporate audits. Individuals will be informed of the consequences that may arise as a result of their choice to have Carrier not Process their Personal Information, such as the inability of Carrier to provide employment, a requested service or enter into a transaction. Individuals will also be informed



about the outcome of their request and will be reminded of their right to submit a complaint in accordance with Section D.5(c) of these BCRs.

Individuals have the right to object at any time to Processing of Personal Information for marketing purposes. Individuals who do not wish to receive marketing communications from Carrier 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@carrier.com.

Individuals have the right not to be subject to a decision based solely on automated Processing, including profiling. Where Carrier 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 by human intervention and permitting Individuals' to provide their point of view and to contest the decision.

e) *Implement appropriate technical and organizational security measures*

Carrier 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. These security measures may include, as appropriate, pseudonymization and encryption, processes to ensure the confidentiality, integrity, availability and resilience of processing systems, sufficient back-ups to reasonably guarantee availability and access, and regular audit and testing of the security measures in place.

Operating Businesses shall implement a robust Data Breach Incident Response Plan or adhere to Carrier's Data Breach Incident Response Plan, which shall address the appropriate response to and remediation of any actual Data Breaches. The Data Breach Incident Response Plan shall, at a minimum, require the Operating Businesses to:

- (1.) provide notice, without undue delay, to the Carrier Lead Entity and any other relevant internal privacy function, and, in accordance with Article 33 or 34 of the GDPR, to the Supervisory Authorities within 72 hours, and/or affected Individuals, without undue delay;
- (2.) follow an appropriate investigatory process, including documenting the Incident, the investigation, and the remediation; and



- (3.) make the documentation of the Incident available to a Supervisory Authority upon request. The Operating Businesses shall follow the Data Breach Incident Response Plan.

Carrier will enter into a written agreement obligating any internal or external Service Providers to respect these BCRs or equivalent requirements and only to Process Personal Information in accordance with the instructions of Carrier. The written agreement must use the standard terms and conditions provided by Carrier or have any modifications approved by the designated Business Unit Privacy Professional or the Carrier Privacy Lead. For those agreements covering services involving Personal Information subject to the GDPR, the agreement shall comply with the requirements of Article 28 GDPR, and the standard terms and conditions shall include a template that complies with the Article 28 requirements. For ease of reference, Exhibit E of these BCRs provides the full text of Article 28 GDPR.

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

Carrier shall only transfer Individuals' Personal Information to Third Parties or to Service Providers that are not bound Operating Businesses if such Third Parties or Service Providers are: (1) located in countries that provide adequate levels of protection (as defined by Article 45 GDPR); (2) have other arrangements that would satisfy EU adequacy requirements as set forth in Article 46 GDPR; or (3) fully comply with one of the derogations (exceptions) listed in Article 49 GDPR – all in accordance with Article 48 GDPR. For ease of reference, Exhibit E of these BCRs provides the full text of Articles 46, 48 and 49 of the GDPR. In all instances in which transfers are made to Service Providers, Carrier shall ensure appropriate contract terms are in place as set forth above in Section D.1.e.

- g) *Implement Appropriate Accountability Measures*

Every Operating Business acting as Controller shall be responsible for and able to demonstrate compliance with the BCRs. Operating Businesses shall comply with accountability requirements such as keeping a record of Processing operations (which, for Personal Information originating directly or indirectly from the EEA, shall have the various elements listed in Article 30 (1) GDPR), carrying out data protection impact assessments where this would be required under the GDPR, and implementing appropriate technical and organizational measures to meet the principles of privacy by design and privacy by default. Any Personal Information data inventories involving EEA Personal Information shall be made available to the competent Supervisory Authority upon request. For ease of reference, Exhibit E of these BCRs provides the full text of Article 30 GDPR. For any data protection impact assessment completed in accordance with Article 35 GDPR that indicates that the Processing would result in a high risk that cannot be properly mitigated,



Carrier shall ensure that the competent Supervisory Authority is consulted in accordance with Article 36 GDPR.

- 2. Governance:** Carrier commits to maintain a governance infrastructure capable of ensuring compliance with the BCRs. This infrastructure consists of:
- a) *Ethics and Compliance Officers (“ECO”)*: these Officers facilitate compliance with the BCRs and are the internal point of contact for internal comments and complaints relating to the BCRs. Carrier 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) *Privacy Professionals*: each Business Unit will appoint at least one Privacy Professional to serve as a resource for the Ethics and Compliance Officers and others in the Business Unit 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 Unit. Carrier will ensure that these Privacy Professionals have sufficient resources and independent authority to perform their role.
 - c) *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 Carrier Privacy Lead.
 - d) *Carrier Privacy Council (“CPC”)*: the CPC will be responsible for general oversight of Carrier’s privacy compliance program, including the implementation of the BCRs. The CPC will contain the Privacy Professionals, representing their respective Business Unit, as well as representatives from Human Resources (“HR”), Information Technology (“IT”), International Trade Compliance (“ITC”), Environmental, Health & Safety (“EH&S”), Finance, Supply Management, and Carrier Lead Entity. Other members may be added either temporarily or permanently, as needed. The CPC, in cooperation with the Carrier Privacy Lead and the Privacy Office, develops and ensures global implementation of compliance plans to address the findings of the assurance and audit teams.
 - e) *Chief Privacy Officer (Privacy Lead)*: the Privacy Lead, in cooperation with the Privacy Professionals, will deploy the BCRs and ensure that they are effectively and efficiently implemented. The Privacy Lead 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 Privacy Lead will provide direction to and lead the Carrier Privacy Council. The Privacy Lead will serve as the Privacy



- Professional for the Corporate Office. The Privacy Lead reports to the highest level of management (*i.e.*, the Vice-President and Associate General Counsel–Ethics & Compliance) and shall have support from the highest level of management.
- f) *Privacy Office*: the Privacy Office consists of the Privacy Lead, the Privacy Professionals, and any appointed Data Protection Officers, as well as any additional personnel appointed by the Operating Businesses or the Corporate Office. The Privacy Office participates on the CPC, responds to and resolves any comments or complaints that come into the Privacy Office, and assists the ECOs in responding to and resolving any comments or complaints that are submitted to the ECO team.
- g) *Carrier Lead Entity*: The Carrier Lead Entity will participate on the CPC through its Privacy Professional or DPO. In case of evidence of violations of the BCRs, the CPC or the Privacy Lead will inform Carrier Lead Entity and, in coordination with Carrier Lead Entity, work with the Corporate Office and/or the relevant Operating Business and its Privacy Professional to implement appropriate remediation steps.
- 3. Training:** Carrier will ensure that the following categories of Personnel, receive annual training on data privacy (including relevant aspects of these BCRs), security, and/or anti-spam regulations:
- Ethics and Compliance Officers;
 - Privacy Professionals;
 - Personnel who have permanent or regular access to Personal Information and handle Individuals' Personal Information as an integral part of their responsibilities; and
 - Personnel involved in the development of tools used to Process Personal Information.
- 4. Monitor and Audit:** The Carrier Vice President, Internal Audit, supervising the Internal Audit Department, will administer assurance and audit programs on at least a quarterly basis to evaluate compliance with all aspects of these BCRs, and will follow up with the Operating Businesses to ensure that corrective measures are taken. The Vice President, Internal Audit, with the assistance of the Internal Audit Department staff, the Privacy Lead, and the Operating Businesses, will determine the appropriate scope and regularity of the audit program for BCRs (including ad-hoc audits, as necessary) to address systems and processes that must adhere to these BCRs.

Results of the BCRs compliance audits will be communicated to the Privacy Lead, who, in turn, will inform the Carrier Vice President, General Counsel, Carrier Lead Entity, and the Carrier Privacy Council. The Carrier Vice President, General Counsel or the Carrier Privacy Lead, together with the Carrier Vice President, Internal Audit, will communicate material audit findings related to the BCRs to the Board of Directors



or a committee of the Board, such as the Audit Committee. Competent Supervisory Authorities in the EEA, upon request, may receive access to the audit results related to the BCRs.

- 5. 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. Irrespective of the procedures described below, Individuals whose Personal Information originates directly or indirectly from the EEA maintain the right to submit a complaint directly to a Supervisory Authority and/or a competent court.

a) Internal - From Personnel with access to Carrier’s Intranet

Personnel who are direct Carrier 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”), or the Privacy Office. These resources can be contacted as follows:

Local HR	Contact using your regular internal channels
ECOs	Contact your local or Regional Ethics and Compliance Officer or send an email to: CarrierHQ_Compliance@carrier.com
Complaint Reporting	https://www.corporate.carrier.com/contact-us/anonymous-reporting/
Privacy Office	privacy@carrier.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 Privacy Lead (or designee) where needed.

Privacy complaints submitted to the Complaint Reporting: so long as the complainant seeks a further response and agrees, those complaints will be forwarded to the Privacy Office for response and resolution.

b) External - From all other Individuals

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

Complaint Reporting	https://www.corporate.carrier.com/contact-us/anonymous-reporting/
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Privacy Office	privacy@carrier.com
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So long as the complainant seeks a further response and agrees, privacy complaints submitted to Complaint Reporting will be forwarded to the Privacy Office for response and resolution.

c) Complaint Response

The group that has received the complaint (hereinafter the “respondent”) is responsible for providing a written response (email is acceptable, unless otherwise requested by the Individual). In instances where more information is required, either to authenticate the identity of the complainant or to understand the nature of the complaint, the respondent will contact the complainant to seek additional information as appropriate. Where the complainant does not respond or is unable to establish reasonable verification of identity, the respondent may communicate to the complainant within 1 month that Carrier deems the complaint to be closed.

If the complaint is deemed to be justified, Carrier will work to remedy the issue and communicate the solution to the complainant. If the complainant is not satisfied with the solution, Carrier will remind the complainant of the right to submit a complaint with the Supervisory Authority and/or a competent court.

Where the complaint is deemed unjustified, the respondent must provide the complainant with a written explanation and notification that the complainant is able to submit a complaint with the Supervisory Authority and/or a competent court.

If the respondent is unable to reach a solution (for a justified complaint) or provide an explanation (for an unjustified complaint) that satisfies the complainant, the respondent must report the issue to the Privacy Lead. The Privacy Lead will review the complaint and response to determine if further action is appropriate.

Complaints and audit results revealing structural shortcomings globally will be addressed by Privacy Lead through the CPC in order to ensure a global resolution in cooperation with Carrier Lead Entity and the local Privacy Professionals.

The period for providing a response should not exceed one month, unless the complexity and scope of the request/complaint are such that more time is needed, in which case the response may be postponed by another two months, after having informed the individual of the reason of the delay.

No provision of the BCRs shall affect the rights of Individuals under applicable local law to submit a complaint to a competent Supervisory Authority or court in relation to a breach of applicable law by an Operating Business that is located in the EEA.



For alleged breaches of these BCRs, Individuals may:

- file a complaint with a competent Supervisory Authority, in particular, in the country of the Individual's habitual residence, place of work or place of the alleged infringement; or
- bring an action before a competent EEA court, 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.

- 6. Enforcement Rights of Individuals and Guarantees:** Subject to the limitations described in the section Scope (Section C), Individuals shall have the benefit of the rights (third party beneficiary 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 the Carrier Lead Entity (UTC Fire & Security EMEA BVBA²) in this Section.

All Individuals who otherwise have rights under these BCRs have recourse to the statutory redress procedures provided under their applicable national law. Operating Businesses located outside the EEA and that violate these BCRs agree that the courts or other competent authorities in the EEA have jurisdiction over alleged BCRs violations, and the Individual will have the rights and remedies against the Carrier Lead Entity as if the violation had been caused in the Member State where the Carrier Lead Entity is established.

With assistance from the Carrier Corporate Office, Carrier Lead Entity shall be responsible for ensuring that actions are taken (1) to remedy a breach committed by the Carrier Corporate Office or the Operating Businesses outside of the EEA; and (2) to pay the compensation to Individuals awarded by courts referred to in this section for any material or non-material damages or fines resulting from the breach of the BCRs by the Corporate Office and/or an Operating Business outside the EEA, unless the relevant Operating Business has already remedied the breach or paid the compensation.

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

For countries other than the EEA Members States, which recognize these BCRs as a lawful instrument to transfer Personal Information, Individuals in those countries shall 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

² With registered address at De Kleetlaan 3, 1831 Diegem, Belgium, and registration number – BE 0414.003.225.



action in their country to enforce these provisions against the Operating Business in breach of the BCRs.

7. **Cooperation with Supervisory Authorities:** Operating Businesses shall provide any assistance required by competent Supervisory Authorities in connection with their enquiries and verifications in relation to the BCRs, including providing the results of audits upon request.

Carrier shall abide by the decisions of competent EEA Supervisory Authorities and advice it receives from Supervisory Authorities related to the BCRs. Carrier accepts that its compliance with the BCRs may be audited by competent Supervisory Authorities in compliance with EEA applicable laws.

8. **Modification to these BCRs:** Carrier Lead Entity 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, Carrier Lead Entity shall notify the Belgian Data Protection Authority of all changes that occurred in the previous year with a brief explanation justifying the changes. Carrier shall also undertake to inform without undue delay all bound Operating Businesses of any changes by notifying the CPC, including all Privacy Professionals and DPOs, who shall, in turn, notify the bound Operating Businesses.

Carrier Privacy Lead shall maintain an up-to-date list of all Operating Businesses that have executed the Intra-Group Agreement and of all updates of the BCRs. Such list shall be made available to bound Operating Businesses, Individuals, and EEA Supervisory Authorities, upon request. In any event, the Carrier Privacy Lead or the Carrier Lead Entity shall provide the Belgian Data Protection Authority with a copy of an up-to-date list of all Operating Businesses that have executed the Intra-Group Agreement not less than once per year.

Carrier agrees that it shall not rely upon these BCRs to transfer Individuals' Personal Information to other members of the Carrier group until such time as the relevant group members have executed the Intra-Group Agreement and can comply with it. Carrier shall make no transfer to a new BCRs member until the new BCRs member is effectively bound by the BCRs and can deliver compliance. Where a non-EEA BCRs member ceases to be part of the group or to be bound by the BCRs, its obligations arising under the BCRs with respect to any Personal Information originating directly or indirectly from the EEA received while bound by the BCRs shall persist until such time as the relevant Personal Information is either returned, deleted, expunged or anonymized.

9. **Communication of these BCRs:** With the intention of ensuring that Individuals are made aware of their rights under these BCRs, the Operating Businesses shall post or



maintain a link to these BCRs on their external-facing websites. Carrier shall post or maintain a link to these BCRs on www.carrier.com or any superseding website.



EXHIBIT A - DEFINITIONS

“Business Unit” means Carrier’s major segments, which may change from time to time, and currently consistent of Commercial HVAC, Fire & Security, Refrigeration, Residential HVAC, and the Carrier Corporate Office.

“Consent” means any freely given, specific, informed and unambiguous indication of an Individual’s wishes by which he or she, by a statement or by a clear affirmative action, signifies agreement to the Processing of Personal Information relating to him or her.

“Controller” means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the Processing of Personal Information.

“Corporate Office” refers to the company’s corporate headquarters in the U.S. at 13995 Pasteur Boulevard, Palm Beach Gardens, Florida 33418 USA.

“Data Breach” means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Information transmitted, stored or otherwise Processed.

“GDPR” means the General Data Protection Regulation.

“HVAC” means heating, ventilation, and air conditioning.

“Individuals” means a natural person whose Personal Information is Processed by Carrier.

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

“Personal Information” means any information relating to an identified or identifiable natural person; an identifiable natural 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 the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

“Personnel” means Carrier employees, including Carrier directors and officers, and temporary employees, contractors, leased labor and contract laborers retained by Carrier.

“Processing” (including its cognate forms) 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 revealing: racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership; as well as the Processing of genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or a person’s sexual orientation or sex life; or the commission or alleged commission of any crime and possible penalties.

“Service Provider” or **“Processor”** means any entity or person who/that on behalf of Carrier Processes, or otherwise is permitted access to Personal Information Processed by Carrier through its provision of services directly to Carrier.

“Supervisory Authority” shall have the same meaning as set forth in the GDPR.

“Carrier” means Carrier’s Corporate Office and its Operating Businesses



EXHIBIT B - INTERNAL PROCESSING CLAUSES

These clauses apply when an Operating Business that is bound by the BCRs (hereafter: the “Carrier Principal”) entrusts a project to another bound Operating Business (hereafter: the “Carrier Processor”) that involves the processing of covered Personal Data. To the extent that the project involves a written document (“Work Order”) between Carrier Principal and Carrier 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 Carrier BCRs for the protection of personal information.”

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

1. Carrier Principal and Carrier Processor agree to remain bound by the Carrier 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, Carrier Processor will process Personal Information on behalf of Carrier Principal.
3. Obligations of Carrier Principal
 - 3.1. Carrier Principal shall provide Carrier 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 Carrier Processor to meet its obligations under these clauses and the Carrier BCRs. In particular, Carrier Principal’s instructions may govern the use of sub-contractors, the disclosure of Personal Information and other obligations of Carrier Processor.
 - 3.2. Carrier Principal shall inform Carrier 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 Carrier Processor under these clauses, and provide instructions on how Carrier Processor should comply with such amendments.
4. Obligations of the Carrier Processor
 - 4.1. Carrier Processor shall Process Personal Information in accordance with the instructions of Carrier Principal as set forth in the Work Order and as communicated in writing. Carrier Processor shall not carry out Processing of relevant Personal Information for any other purpose or in any other manner.
 - 4.2. Carrier Processor shall comply with all provisions of the Carrier BCRs and in particular with Section D.1.e.



- 4.3. Carrier Processor shall not disclose or transfer relevant Personal Information to any third party, other than a sub-processor pursuant to Section 4.6 of these clauses, without the prior authorization, in writing, of Carrier Principal.
- 4.4. Where, in accordance with the Carrier BCRs (Section D.1.f.), Carrier 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, Carrier Processor shall notify Carrier 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 Carrier Principal with respect to such disclosures.
- 4.5. Carrier Processor shall notify Carrier 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 Carrier Principal in responding to such communications. In addition, Carrier Processor shall provide any and all assistance required by Carrier 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. Carrier 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 Carrier Principal. Carrier 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 Carrier Processor under these clauses. Carrier Processor must comply with Carrier BCRs Section D.1.f.
- 4.7. Carrier 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 substantial adverse effect on Carrier Processor's compliance with these clauses or in the event Carrier Processor otherwise cannot comply with these clauses, Carrier Processor shall notify Carrier Principal within fifteen (15) business days and Carrier Principal shall be entitled to terminate the Work Order with immediate effect.
- 4.8. Carrier Processor agrees that Carrier Principal may request that Carrier Processor's compliance with these clauses is audited in accordance with Carrier BCRs Section D.4. In particular, Carrier Processor shall make available to Carrier Principal all information necessary to demonstrate its compliance with these obligations and submit to audits, including inspections, conducted by Carrier principal or an auditor mandated by Carrier Principal.



- 4.9. Carrier Processor shall ensure that any person Processing Personal Information under the authority of Carrier Processor is subject to suitable duties of confidentiality.
- 4.10. Carrier Processor shall assist Carrier Principal in complying with its obligations under applicable data protection laws, including in completing data protection impact assessments and consulting with Supervisory Authorities, where applicable.
- 4.11. Carrier Processor shall notify Carrier 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 Carrier in doing the same where required. Carrier or the appropriate Operating Business will coordinate with Carrier Principal and Carrier Processor regarding the appropriate investigation and remediation. Carrier Processor shall also assist Carrier Principal as may be necessary to fulfil Carrier Principal's obligation to notify a government authority or affected individuals about the data breach.
- 4.12. Carrier Processor shall implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk to Personal Information that it Processes on behalf of Carrier Principal, in accordance with Section D.1.e of the Carrier BCRs.
5. In the event of the termination of the Work Order, Carrier Processor shall send to Carrier Principal all relevant Personal Information held by Carrier Processor, together with all copies in any media of such data or destroy the same, unless Carrier 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 Carrier principal of any such obligation.
6. These clauses shall be governed by and construed in accordance with the laws of the country in which Carrier Principal is established. Without prejudice to Carrier BCRs Section D.6, each party to these clauses irrevocably submits to the exclusive jurisdiction of the country of Carrier 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 Carrier Principal and Carrier Processor and their respective successors and assigns.



EXHIBIT C – LIST OF BOUND ENTITIES

Entity name post spin-off	Head-Office	Company Registration Number
A. Werner GmbH	Langenhorner Chaussee 623-625, Hamburg, 22419, Germany	HRB 124799
Access Control Solutions, S.A. de C.V.	Periferico Sur No. 7999, Segundo Piso, Oficina 204, Sta. Ma. Tequepexpan, Tlaquepaque, Jalisco, Mexico	13968
Access Control Systems Limited	10/F, 8 Lam Chak Street, Kowloon Bay, Kowloon, Hong Kong	295568
Arabian Air Conditioning Company	6897, King Fahd Road, Al Olaya, Riyadh, 12211- 3388, Saudi Arabia	N/A
Automated Logic Canada, Ltd.	5201 Explorer Drive, Mississauga, ON, L4W 4H1, Canada	N/A
Automated Logic Contracting Services, Inc.	5900 Northwoods Business Parkway, Suite B, Charlotte, NC, 28269, United States	N/A
Automated Logic Corporation	1150 Roberts Boulevard, Kennesaw, GA, 30144-3618, United States	N/A
Autronica Fire & Security AS	Bromstadveien 59, 7047 Trondheim, Norway	979975503
Autronica Fire and Security A/S	Industriholmen 17 - 19, Hvidovre, 2650, Denmark	15202513
B&D Global Trade Monitoring Resources S.A. de CV	Boulevard Manuel Avila Camacho 3130, Piso 1, Ofnas 5,6,7, Col. Valle Dorado, Tlalnepantla, Estado de Mexico, C.P. 54020, Mexico	N/A
Beijing Chubb Fire Security Systems Co., Limited	Room 702, Tower A, Beijing Marriott Hotel, No. 7, Jian Guo Men South Avenue, Beijing City, Dongcheng District, China	8895
Carrier (Malaysia) Sdn. Bhd.	Lot No. 4, Jalan P/6, Bandar Baru Bangi, Kajang, Selangor Darul Ehsan, 43000, Malaysia	N/A
Carrier (Thailand) Limited	1858/63-74 14th Floor, Interlink Tower, Debaratna Rd. Km.4.5,	N/A



	Bangna Tai, Bangna, Bangkok, 10260, Thailand	
Carrier Air Conditioning & Refrigeration R&D Management (Shanghai) Co. Ltd.	Building 1, No.3239 Shenjiang Road, Pilot Free Trade Zone, Shanghai, China	N/A
Carrier Air Conditioning Pty. Ltd.	3-5 Hill Road, Homebush, NSW, 2127, Australia	ACN: 000 024 742
Carrier Air Conditioning Sales & Service (Shanghai) Co. Ltd.	6F, Building A, New Bund World Trade Center (I), No. 4, Lane 225, Dongyu Road, Pudong New District, Shanghai, 200126, China	N/A
Carrier Aircon Lanka Private Limited	3510, Level 35 West Tower, World Trade Centre, Colombo 01, Sri Lanka	PV 00201248
Carrier Airconditioning & Refrigeration Limited	Narsingpur, Kherki Daula Post, Gurgaon (Haryana), 122 001, India	N/A
Carrier Air-Conditioning & Refrigeration Sales (Shanghai) Co. Ltd.	6F, Building A, New Bund World Trade Center (I), No. 4, Lane 225, Dongyu Road, Pudong New District, Shanghai, 200126, China	N/A
Carrier Aktiebolag	Arods Industrivag 32 (Hisings Backa), Box 8946, Gothenburg, S-40273, Sweden	Gothenburg 556243-9512
Carrier ARCD Pte. Ltd.	28 Teban Gardens Crescent, Singapore, 608 926, Singapore	197200112H
Carrier Asia Limited	10/F, 8 Lam Chak Street, Kowloon Bay, Kowloon, Hong Kong	N/A
Carrier Australia Pty. Ltd.	314 Boundary Road, Dingley, VIC, 3172, Australia	136 426 214
Carrier chladiaca Technika Slovakia s.r.o.	Dlha 91, Nitra, 949 07, Slovakia	31 432 611
Carrier chladicí technika CZ s.r.o.	Líbalova 2348/1, Chodov, Praha 4, 149 00, Czech Republic	Prague: 161 88 012
Carrier Chłodnictwo Polska Sp. z.o.o.	13 Konstruktorska Street, Warsaw, 02-673, Poland	Warsaw 30399
Carrier Commercial Refrigeration (Thailand) Ltd.	14-15th Floor, Interlink Tower, 1858/63-74 Debaratna Road,	N/A



	Km. 4.5, Bangna Tai, Bangna, Bangkok, 10260, Thailand	
Carrier Controls Limited	United Technologies House, Guilford Road, Leatherhead, Surrey, KT22 9UT, England, United Kingdom	5392324
Carrier Corporation	13995 Pasteur Blvd, Palm Beach Gardens, FL, 33418, United States	State File # 0864256
Carrier Distribution Italy Srl	Via Sempione, 247, Pero (MI), 20016, Italy	Milan 04453390157
Carrier Frigel Apostolou SA	48A Kifisou Avenue, Athens, 10442, Greece	Registry No.: 000322701000
Carrier Guam, Inc.	188 Tun Joaquin Flores Road, Building #2, Tamuning, 96931, Guam	N/A
Carrier Hong Kong Limited	10/F, 8 Lam Chak Street, Kowloon Bay, Kowloon, Hong Kong	N/A
Carrier Hungary Refrigerating Trading and Manufacturing LLC (english Name of the Company) Short Name of the Company (Carrier CR Magyarország Kft.) Company Name: Carrier Magyarország Hűtőberendezéseket Forgalmazó és Gyártó Korlátolt Felelősségű Társaság	5123 Jaszarokszallas, Jaszberenyi ut.2, Hungary	16-09-006656
Carrier International Corporation	13995 Pasteur Blvd, Palm Beach Gardens, FL, 33418, United States	State File # 2031874
Carrier International Corporation	13995 Pasteur Blvd, Palm Beach Gardens, FL, 33418, United States	State File # NV19751001626
Carrier International Mauritius Ltd.	Level 3, Alexander House, 35 Cybercity, Ebene, Mauritius	25845/6301



Carrier International Sdn. Berhad	Lot No. 4, Jalan P/6, Bandar Baru Bangi, Kajang, Selangor Darul Ehsan, 43000, Malaysia	N/A
Carrier Kältetechnik Austria Ges.m.b.H.	Altwithgasse 6-10, Wien-Inzersdorf, 1232, Austria	FN 80888 d
Carrier Kältetechnik Deutschland GmbH	Sürther Hauptstr. 173, Köln, 50999, Germany	HRB 56371
Carrier Klimatechnik GmbH	Gutenbergstraße 1, D-85737 Ismaning, Germany	HRB 248333
Carrier Oy	Uutistie 3 C, Vantaa, 01770, Finland	Helsinki 0615327-8
Carrier Portugal Ar Condicionado, Lda.	Estrada de Mem Martins, nº 7, Mem Martins, Sintra, 2725-109, Portugal	N/A
Carrier Race Technologies Private Limited	Ebene Cyber City, Ebene Village, Rose Hill, Mauritius	N/A
Carrier Race Technologies Private Limited	2nd Floor, Kochar Globe, Plot No 40/1, 41/1, 30/1, 43/1, Block 5 of Hamlet Adayar, Alandur Village, Industrial Estate of Guindy Taluk, Chennai, Tamil Nadu, 600032, India	U30007TN1992PTC02305 1
Carrier Reefers & Gensets B.V.	Pittsburghstraat 21, 3047 BL Rotterdam, Netherlands	Spijkenisse 24231340
Carrier Refrigeracao Brasil Ltda.	Rua Berto Cirio, 3700, Canoas, RS, 92420-30, Brazil	N/A
Carrier Refrigeracion Iberica SA	Avenida Real de Pinto, nº91, Edificio C, Escalera 2, Madrid, 28021, Spain	Barcelona A-08718348
Carrier Refrigeration Benelux B.V.	Beesdseweg 7, 4104AW, Culemborg, Netherlands	11026099
Carrier Refrigeration Denmark A/S	Industrivej 21, Viby J, 8260, Denmark	Odder 83 69 37 11
Carrier Refrigeracion Distribution France SAS	50, Boulevard Rabelais, Saint Maur Des Fosses Cedex, 94106, France	Creteil 383 175 999



Carrier Refrigeration Distribution Hungary Ltd. (english short Name) Carrier Refrigeration Distribution Hungary Limited Liability Company (english Name) Carrier Hűtástechnika Forgalmazó Magyarország Korlátolt Felelősségű Társaság (Company Name) Carrier Hűtőstechnika Forgalmazó Magyarország Kft. (Company short name)	Váci út 99, 1139 Budapest, Hungary	01-09-076897
Carrier Refrigeration eServices GmbH	Dubliner Strasse 12, Erfurt, 99091, Germany	HRB 104903
Carrier Refrigeration Norway AS	Nils Hansens vei 10A, Oslo, 0667, Norway	981 495 977
Carrier Refrigeration Operation Czech Republic s.r.o.	Lidická 323, Beroun 3, 26639, Czech Republic	Prague 463 50 420
Carrier Refrigeration Operation Italy S.r.l.	Via Sempione, 247, Pero (MI), 20016, Italy	Milano 00228530283
Carrier Refrigeration Operations France SAS	Rue Saint Marc, Romorantin Lanthenay, 41200, France	RCS Blois 405 398 769
Carrier Refrigeration Sweden AB	Arods Industrivag 32 (Hisings Backa), Box 8946, Gothenburg, S-40273, Sweden	556226-2419
Carrier Kältetechnik Schweiz AG Carrier Refrigeration Switzerland Ltd. (english name) Carrier Réfrigération Suisse SA (french name)	Netzbodenstr. 32, Pratteln, 4133, Switzerland	Basel-Landschaft CHE-105.815.228
Carrier Refrigeration UK Ltd.	Meridian House Peters Way, East Point Business Park, Sandy Lane West, Oxford, OX4 6LB, England	943308



Carrier Rental Systems (UK) Limited	Ailsa Road, Irvine Industrial Estate, Ayrshire, KA12 8LL, Scotland	SC028224
Carrier Rental Systems Asia Pte. Ltd.	28 Teban Gardens Crescent, Singapore, 608 926, Singapore	Company No: 200000563Z
Carrier Rental Systems Malaysia Sdn. Bhd.	Suite 801 (8th floor) Merlin Tower, Jalan Meldrum, Johor Bahru, 80000, Malaysia	Company No: 535298-X
Carrier Rental Systems NL BV	59 Albert Plesmanweg, Rotterdam, 3088, Netherlands	Rotterdam 28080501
Carrier Rental Systems, Inc.	5900 Northwoods Business Parkway, Suite B, Charlotte, NC, 28269, United States	State File # 2690768
Carrier S.C.S.	Route de Thil, Montluel, 01120, France	483 018 370
Carrier Saudi Service Company	P.O. Box 9784, Kahurais Road, Riyadh, 11423, Saudi Arabia	Riyadh: 1010050013
Carrier Singapore (PTE) Limited	28 Teban Gardens Crescent, Singapore, 608 926, Singapore	196400287H
Carrier Solutions Contracting and Trading and Services W.L.L	Jaidah Square, 63 Airport Road – Zone 27, Level 4 – Office 404A, PO Box 23500, Doha, Qatar	138528
Carrier Srl	10, Via Pontaccio, Milano, 20121, Italy	Milan 02226730345
Carrier Taiwan Co. Ltd.	15F, No. 156, Sec. 1, Zhongshan Road, Banqiao Dist., New Taipei City, 22065, Taiwan (Province of China)	N/A
Carrier Transcold (UK) Limited	Willis Carrier House, 260 Cygnet Court, Centre Park, Warrington, Cheshire, WA1 1RR, England, United Kingdom	1080363
Carrier Transcold Austria GmbH	Tagerbachstraße 6, St. Florian, A=4490, Austria	FN 87257w
Carrier Transcold Belgium BVBA	Akkerhage, 8, Gent, 9000, Belgium	Gent 0431.526.670
Carrier Transcold Container Products B.V.	Pittsburghstraat 21, 3047 BL Rotterdam, Netherlands	Rotterdam 24372595
Carrier Transcold Container Products Limited	Unit 8 – 9, 4/F., Vanta Industrial Centre, 21 – 33 Tai Lin Pai Road, Kwai Chung, NT, Hong Kong	N/A



Carrier Transicold Container Products Limited	Residia Tower, Room 1803, 6-39, Akasaka 9 chome, Minatoky, Tokyo, 107-0052, Japan	N/A
Carrier Transicold Deutschland GmbH	Luebecker Strasse 5-7, Postfach 11 09, Georgsmarienhuetten, 49124, Germany	HRB 204241
Carrier Transicold Espana, S.A.	12, Avenida de Italia, Coslada, 28821, Spain	N/A
Carrier Transicold Europe	Le Cristalia, 3, rue Joseph Monier, Rueil-Malmaison, 92500, France	RCS Nanterre 410 041 776
Carrier Transicold France	MIN de Rouen Avenue du Commandant Bicheray, Rouen Cedex, 76108, France	RCS Rouen 410 041 602
Carrier Transicold Hong Kong Limited	Unit 8 – 9, 4/F., Vanta Industrial Centre, 21 – 33 Tai Lin Pai Road, Kwai Chung, NT, Hong Kong	N/A
Carrier Transicold Industries	810, Route de Paris, B.P. 16, Franqueville Saint Pierre, Boos, 76520, France	RCS Rouen 410 041 677
Carrier Transicold Italia S.r.l.	Viale Dell Industria n.14, Zona D3, Alessandria, 15121, Italy	Alessandria 00549540060
Carrier Transicold Limited	13995 Pasteur Blvd, Palm Beach Gardens, FL, 33418, United States	N/A
Carrier Transicold Netherlands B.V.	Pittsburghstraat 21, 3047 BL Rotterdam, Netherlands	Rotterdam 24279978
Carrier Transicold Polska Sp. z.o.o.	ul. Bobrowiecka 1, Warszawa, 00-728, Poland	Warsaw 0000314148
Carrier Transicold Pte. Ltd.	251 Jalan Ahmad Ibrahim, 629146, Singapore	Company No: 197000149R
Carrier Transicold Scandinavia A/S	Industrivej 30, DK- 6330, Padborg, Denmark	Aabenraa 15596589
Carrier Transicold Sweden AB	Torbornavägen 22, 253 68 Helsingborg, Sweden	Helsingborg 556217-4549
Carrier Vietnam Air Conditioning Company Limited	7th Floor, Intan Building, 97 Nguyen Van Troi Street, Phu Nhuan Dist, Hochiminh City, Vietnam	N/A
Celsior GmbH	90 Baukauer Strasse, Herne, D-44653, Germany	HRB 10775



CEMIS Système de Sécurité Incendie	Bâtiment Davis, 167 boulevard de Valmy, Colombes, 92700, France	RCS Nanterre 391 734 696
Chubb (NI) Limited	Littleton Road, Ashford, Middlesex, England, United Kingdom	373935
Chubb (Thailand) Limited	14th-15th Floor Interlink Tower, 1858/63-74 Bangna-Trad Road Km. 4.5, Bangna, Bangkok, 10260, Thailand	0105548097821 (previous number 0108454815481)
Chubb Alba Control Systems Limited	Ground Floor, 18, Netaji Subhash Marg, Darya Ganj, Delhi, New Delhi, 110 002, India	U31909DL1989PLC03837 5
Chubb Australia Pty. Ltd.	39 Talavera Road, Macquarie Park NSW, 2113, Australia	000 096 122
Chubb Delta Telesurveillance	Chemin du Château d'Eau, Parc d'Affaires de Dardilly, 69410 Champagne-Au-Mont-d'Or, France	320.975.691 RCS Lyon
Chubb Deutschland GmbH	Langenhorner Chaussee 623-625, Hamburg, 22419, Germany	HRB 75848
Chubb Fire & Security B.V.	Papendorpseweg 83, 3528 BJ Utrecht, Netherlands	33257455
Chubb Fire & Security Limited	Littleton Road, Ashford, Middlesex, England, United Kingdom	524469
Chubb Fire & Security Pty. Ltd.	39 Talavera Road, Macquarie Park NSW, 2113, Australia	000 067 541
Chubb Fire Limited	Littleton Road, Ashford, Middlesex, England, United Kingdom	134210
Chubb France	Parc Saint Christophe, Bâtiment Magellan 1, Avenue de l'Entreprise, Cergy, 95865, France	702.000.522 RCS Pontoise
Chubb Group Limited	1st Floor Ash House, Littleton Road, Ashford, Middlesex, TW15 1TZ, England, United Kingdom	585729
Chubb Group Security Limited	Littleton Road, Ashford, Middlesex, England, United Kingdom	2985115



Chubb Hong Kong Limited	10/F, 8 Lam Chak Street, Kowloon Bay, Kowloon, Hong Kong	55566
Chubb Iberia	Calle de La Forja, 2, Pol. Ind. La Cantueña, Fuenlabrada, Madrid, 28946, Spain	(N.I.F.): B-82844358
Chubb Ireland Limited	Unit 2, Stillorgan Industrial Park, Blackrock, Dublin, Ireland	27640
Chubb Macau Limited	Alameda Dr. Carlos d' Assumpcao No.249-263, China Civil Plaza, 16 A, B, N, O, P, Macau, China	60583
Chubb New Zealand	3 Fisher Crescent, Mount Wellington, Auckland, 1060, New Zealand	WN 018506
Chubb Properties Pty. Ltd.	39 Talavera Road, Macquarie Park NSW, 2113, Australia	003 602 033
Chubb Security Systems B.V.B.A.	Alfons Gossetlaan 28A, 1702 Dilbeek, Belgium	0421 095 014
Chubb Sicli SA	Route de la Galaise 2, Plan les Ouates, Geneva, 1228, Switzerland	CHE-102.062.099
Chubb Singapore Private Limited	28 Teban Gardens Crescent, Singapore, 608 926, Singapore	197201537D
Chubb Systems Limited	Shadsworth Road, Blackburn, England	00715168
CIAT Belgium merged into Climate & Controls Benelux B.V on December 31, 2020.	merged into Climate & Controls Benelux B.V. on December 31, 2020 Head Office: Papendorpseweg 83, 3528 BJ Utrecht, Netherlands Company No: Den Haag 28023950	
CIAT Isitma Sogutma Ve Havalandirma Sistemleri Ticaret Ve Sanayi Anonim Sirketi	Esentepe Mah. Harman 1 Sok. Harmancı Giz Plaza Apt. No:5/23-24, Sisli, Istanbul, Turkey	604074
Climate, Controls & Security Argentina S.A.	498, Av. Del Libertador, 3th floor, C.A.B.A., Argentina	928 FO 228 LO64
Climate, Controls, & Security do Brasil Ltda.	Rodovia Fernão Dias, Km 928,8, Rodeio, city of Extrema, State of Minas Gerais, 37640-000, Brazil	N/A



Coldtrans, Inc.	13995 Pasteur Blvd, Palm Beach Gardens, FL, 33418, United States	N/A
Comercial Sensitech South America Limitada	Avenida del Valle N° 961, oficina 1706, Ciudad Empresarial comuna de Huechuraba, Santiago de Chile, Chile	N/A
Compagnie Industrielle d'Applications Thermiques S.A. (CIAT)	700 avenue Jean Falconnier, Culoz, 01350, France	545 620 114
Compania Carrier, S. de R.L. de C.V.	Galeana No. 469 Ote., El Lechugal, Santa Catarina, Nuevo Leon, 66376, Mexico	N/A
Compañia Industrial de Aplicaciones Termicas S.A.	Polig. Llanos de Jarata, Montilla, Cordoba, 14550, Spain	N/A
Corporacion Carrier Transicold, S. de R.L. de C.V.	Ejercito Nacional No. 253-A, Quinto Piso, Colonia Anahuac, Delegacion Miguel Hidalgo, Distrito Federal, 11320, Mexico	N/A
Counterforce Corporation	5201 Explorer Drive, Mississauga, ON, L4W 4H1, Canada	3236259
Dah Fung Hong (Holdings) Company Limited	9/F, 8 Lam Chak Street, Kowloon Bay, Kowloon, Hong Kong	N/A
Delta Security Solutions Holding SAS	Chemin du Château d'Eau, Parc d'Affaires de Dardilly, 69410 Champagne-Au-Mont-d'Or, France	400.869.848 RCS Lyon
Delta Security Solutions SA	Chemin du Château d'Eau, Parc d'Affaires de Dardilly, 69410 Champagne-Au-Mont-d'Or, France	973.510.019 RCS Lyon
Detector Electronics (UK) Limited	1st Floor Ash House, Littleton Road, Ashford, Middlesex, TW15 1TZ, England, United Kingdom	1617797
Detector Electronics Corporation	6901 West 110th Street, Minneapolis, MN, 55438, United States	State File # 2G-431
Det-Tronics France SAS	23, rue Alexis de Tocqueville, Antony, 92160, France	B410244529



Dongguan Fyrnetics Co., Ltd.	No. 1 Rongwen Road, Changan, Dongguan, Guangdong, China	91441900MA53B9UW6J
DTKO BV	Populierenweg 41, 3421 TX Oudewater, Netherlands	N/A
Eivar Obras E Ingenieria S.A.U	Calle de La Forja, 2, Pol. Ind. La Cantueña, Fuenlabrada, Madrid, 28946, Spain	A-84149566
Electronic Modular Services Limited	Technology House, Herne Bay West Trading Estate, Sea Street Herne Bay, Kent, CT6 8JZ, England	917296
EMS Manufacturing Limited	Technology House, Herne Bay West Trading Estate, Sea Street Herne Bay, Kent, CT6 8JZ, England	3032727
EMS Security Group Limited	Technology House, Herne Bay West Trading Estate, Sea Street Herne Bay, Kent, CT6 8JZ, England	3037609
EMS Smartcell Ltd	Technology House, Herne Bay West Trading Estate, Sea Street Herne Bay, Kent, CT6 8JZ, England	02217685
Environmental Market Solutions, Inc.	6F, Building A, New Bund World Trade Center (I), No. 4, Lane 225, Dongyu Road, Pudong New District, Shanghai, 200126, China	N/A
Firecell Limited	Technology House, Herne Bay West Trading Estate, Sea Street Herne Bay, Kent, CT6 8JZ, England	06983870
Fireeye, Inc.	3 Manchester Road, Derry, NH, 03038, United States	State File # 2457837
FIT SERVICE S.P.A.	Via Ing Pilade Riello 7, Legnago (VR), 37045, Italy	IT03604820237
FreightWatch Brasil Consultoria de Seguranca Ltda.	Brazil Rua Nicolau Von Zuben, 281, Bairro da Capela Vinhedo, Sao Paulo/ SP, 13280-000, Brazil	CNPJ07.789.086/0001-22-Sao Paulo
FreightWatch International (USA), Inc.	7501 N. Capital of Texas Hwy., Suite A200, Austin, TX, 78731-1137, United States	N/A



Frontline Security Solutions Limited	Oak House, Littleton Road, Ashford, Middlesex, TW15 1TZ, England, United Kingdom	3534789
Fyrnetics (Hong Kong) Limited	10/F, 8 Lam Chak Street, Kowloon Bay, Kowloon, Hong Kong	527092
GLORIA GmbH	Diestedder Str. 39, Wadersloh, 59329, Germany	HRB 6886
Guangdong Shengjie Fire Protection Technology Co. Ltd.	1-07 Factory Building, No. 17 Road, B Area, Automobile & Parts Industrial Zone, Xin Guang San Road, Zhu Jiang Street, Nan Sha District, Guang Zhou, China	N/A
Guangdong Yuean Information Technology Co., Ltd.	Room 2804, Floor 28th, No. 15 Zhujiang West Road, Tianhe District, Guangzhou City, Guangdong Province, China	N/A
Gulf Security Technology Company Limited	No.80, Changjiang East Avenue, Qinhuangdao Development Area, Hebei, China	N/A
Jamal Feuerlöscherbau GmbH (name to be changed into Chubb Österreich GmbH; not yet registered)	CAMPUS 21, Businesspark Wien Sued, Liebermannstrasse F02/102, 2345 Brunn am Gebirge, Austria	FN 175335 x
JBS Brandschutz Sicherheitstechnisches Zentrum GmbH	CAMPUS 21, Businesspark Wien Sued, Liebermannstrasse F02/102, 2345 Brunn am Gebirge, Austria	FN 331976 a
Kidde Australia Pty Limited	314 Boundary Road, Dingley, VIC, 3172, Australia	ACN: 006 252 428
Kidde Brasil Ltda.	Rodovia Fernao Dias, Km 928, 8, CEP 37640-000, Extrema-MG, Brazil	66.220.047/0001-79
Kidde Canada, Inc.	340 Four Valley Drive, Vaughan, ON, L4K 5Z1, Canada	1334264
Kidde De Mexico Instalaciones Especiales, S.A. De C.V.	Av. Division Del Golfo No. 3308, Col. La Libertad, Ciudad Victoria, Tamaulipas, C.P. 87019, Mexico	12009
Kidde Deutschland GmbH	Diestedder Str. 39, Wadersloh, 59329, Germany	HRB 12977



Kidde Holding (Thailand) Co., Limited	14th-15th Floor Interlink Tower, 1858/63-74 Bangna-Trad Road Km. 4.5, Bangna, Bangkok, 10260, Thailand	3052544
Kidde Matamoros,S. de R.L. de C.V.	Avenida Horizonte #109, Ciudad Industrial Matamoros, Tamaulipas, Mexico	N/A
Kidde Norway AS	Bromstadveien 59, 7047 Trondheim, Norway	880011332
Kidde Products Limited	Stokenchurch House, Oxford Road, Stokenchurch, Buckinghamshire, HP14 3SX, England, United Kingdom	4622271
Kidde Safety Europe Limited	1st Floor Ash House, Littleton Road, Ashford, Middlesex, TW15 1TZ, England, United Kingdom	3941629
Kidde-Fenwal, Inc.	400 Main Street, Ashland, MA, 01721, United States	2139310
Marioff Corporation Oy	Äyritie 24, Vantaa, 01510, Finland	State File / Trade Register No: 355.854 / Business Identity Number: 0603380-7
Marioff GmbH	Handwerkerstraße 3, D-15366 Hoppegarten, Germany	HRB 10242 FF
Marioff Hi-Fog S.L.U.	Av.Real de Pinto, Madrid, 91-28021, Spain	State File #: A28672160
Marioff, Inc.	400 Main Street, Ashland, MA, 01721, United States	State File #: D05112172
Marioff Ltd.	25 Earl Haig Road, Hillington Park, Glasgow, G52 4JU, England	140683
Marioff SAS	100 avenue de Verdun, Villeneuve La Garenne, 92390, France	438 997 306 R.C.S Nanterre
Marioff Skandinavien AB	Dalvagen 2, Box 3096, Solna, 16903, Sweden	556423-3665
Marioff Srl	Via Sempione, 247, Pero (MI), 20016, Italy	1408615
Mentor Business Systems Limited	Littleton Road, Ashford, Middlesex, England, United Kingdom	1892391



MSC Fire Products Limited	Unit 2, Stillorgan Industrial Park, Blackrock, Dublin, Ireland	412745
Nihon Sensitech Corp.	Suite-201 Central Square, 2-16-11 Nihonbashi, Chuo-Ku, Tokyo, 103-0027, Japan	N/A
Noresco, LLC	1 Research Drive, Suite 400C, Westborough, MA, 01581, United States	N/A
NORESCO-SG, LLC	1 Research Drive, Suite 400C, Westborough, MA, 01581, United States	N/A
Onity Co., Limited	1858/63-74 14th Floor, Interlink Tower, Debaratna Rd. Km.4.5, Bangna Tai, Bangna, Bangkok, 10260, Thailand	105544088488
Onity Inc.	4001 Fairview Industrial Dr. SE, Salem, OR, 97302, United States	State File #: 2326479
Onity India Private Limited	Ground Floor, 18, Netaji Subhash Marg, Darya Ganj, Delhi, New Delhi, 110 002, India	U51909DL2001PTC112834
Onity Limited	8 Newmarket Court, Chippenham Drive, Kingston, Milton Keynes, Bucks, MK10 0AQ, England	3975224
Onity LTDA	n.1885, Avenida Doutor Cardoso de Melo, 8 Pavimento, Conjunto 81, Vila Olimpia, Sao Paulo, CEP, 04548-005, Brazil	35,216,358,212
Onity Pty. Ltd.	39 Talavera Road, Macquarie Park NSW, 2113, Australia	ACN 094 654 770
Onity S.A.	Montevideo, 955-5C, Argentina	30-70758489-7
Onity SAS.	4, rue Edmond Michelet, ZA Fontaine du Vaisseau, Neuilly Plaisance, 93360, France	433 212 750 00023
Onity, S.L.U.	Poligono Industrial Lanbarren, c/Aranaburu 4D, Oiartzun (Guipuzcoa), 20180, Spain	(N.I.F): B-20708509



Q-Carrier (B) Sendirian Berhad	P.O. Box 427, Seri Complex, Bandar Seri Begawan, Brunei Darussalam	N/A
Qingdao Haier-Carrier Refrigeration Equipment Co. Limited	Building F, Haier Industrial Park, 1 Haier Road, Qingdao, China	N/A
Qinhuangdao Gulf Plastic & Metal Products Company Limited	No.80, Changjiang East Avenue, Qinhuangdao Development Area, Hebei, China	N/A
Riello Canada Inc.	2165 Meadowpine Boulevard, Mississauga, ON, L5N 6H6, Canada	10453 2163 RC0001
Riello Corporation of America	35 Pond Park Road, Hingham, MA, 02043, United States	N/A
Riello France SA	Espace Vinci - Balthaus 3A 24/28, Avenue Graham Bell, Bussy Saint George, 77600, France	712 043 777
Riello Heating Equipment (Shanghai) Co. Ltd.	388 Jinbai Road, Jinshan Industrial Zone, Shanghai, 201506, China	310000400576347
Riello Ltd.	Unit 6 - The Ermine Centre, Ermine Business Park, Huntingdon/Cambs, PE29 6WX, England	1260734
Riello RO S.r.l.	20 Copilului Street, District 1, Bucharest, 012178, Romania	RO14432505
Riello SA	Via Brusighell 14, 1° piano, 6807 - Taverne, Switzerland	CH188479
Riello S.P.A.	Via Ing Pilade Riello 7, Legnago (VR), 37045, Italy	IT02641790239
Riello Trading (shanghai) Co. Ltd.	388 Jinbai Road, Jinshan Industrial Zone, Shanghai, 201506, China	310000400642483
RUG RIELLO URZADZENIA GRZEWCZE SA	Ul. Kociewska 28/30, 87-100 Torun, Poland	PL5252208783
S2 Security, LLC	1 Speen Street, Framingham, MA, 01701, United States	N/A
Security Monitoring Centre B.V.	Hoog Kellenseweg 2, 4000 JB TIEL, P.O. Box 6183, 4004 HD TIEL, Netherlands	11008010



Security Monitoring Centre B.V.B.A./S.P.R.L	Keizer Karellaan 343/345, bruxelles (Ganshoren), B-1083, Belgium	0454 284 850
Security Monitoring Centres Limited	Littleton Road, Ashford, Middlesex, England, United Kingdom	318215
Sensitech (UK) Ltd.	Meridian House Peters Way, East Point Business Park, Sandy Lane West, Oxford, OX4 6LB, England	3658370
Sensitech Canada Inc.	1 Valleywood Drive, Unit 6, Markham, Ontario, L3R 5L9, Canada	N/A
Sensitech EMEA B.V.	Warmonderweg 11, 2171 AH, PO Box 270, 2170 AG, Sassenheim, Netherlands	Amsterdam 28067704
Sensitech France S.a.r.l.	Le Cristalia, 3, rue Joseph Monier, Rueil-Malmaison, 92500, France	RCS Nanterre no. 439 424 201
Sensitech Iberica SL	Addvante (accountant)) Av. Diagonal, 482, Barcelona, 08006, Spain	B-261258
Sensitech Inc.	800 Cummings Center, Suite 258X, Beverly, MA, 01915, United States	N/A
Sensitech Pty. Limited	63 Stead Street, Suite 102, Level 1, South Melbourne, VIC, 3205, Australia	ACN 111 619 142
Shandong Fuerda Air-Conditioning Equipment Co. Ltd.	No. 1 Guangdong Road, Industrial Park, Haiyang City, Shandong Province, China	N/A
Shanghai Carrier Transicold Equipment Co. Ltd.	Jiading Industrial Development Zone, Shanghai, China	N/A
Shanghai Yileng Carrier Air Conditioning Equipment Company Limited	868 Yang Tai Road, Yang Hang, Baoshan, Shanghai, 201901, China	N/A
SICLI Holding SAS	Parc Saint Christophe, Bâtiment Magellan 1, Avenue de l'Entreprise, Cergy, 95865, France	351967922 RCS Pontoise
Sicli Operations France	Parc Saint Christophe, Bâtiment Magellan 1, Avenue de	799 157 798 R.C.S. Auxerre



	l'Entreprise, Cergy, 95865, France	
SNC Sicli & Cie (Protecsud Monaco)	Immeuble Le Castel, 9 avenue Crovetto Frères, Monaco, 98000, Monaco	RCS MONACO: 99S03647
Societe d'Exploitation Fleury Legrand merged into SICLI Holding SAS on December 17, 2020.	merged into SICLI Holding SAS on December 17, 2020 Parc Saint Christophe, Bâtiment Magellan 1, Avenue de l'Entreprise, Cergy, 95865, France Company No: 351967922 RCS Pontoise	
StrionAir, Inc.	410 S. Arthur Ave., Louisville, CO, 80027, United States	N/A
T G Products Limited	Littleton Road, Ashford, Middlesex, England, United Kingdom	2774304
Tianjin Yuanchang Reefer Container Service Co. Ltd.	China Tianjin Tanggu District Free Frade Port, Haipin 6 Road No 48, Tianjin, China	Not listed in GEMS
Toshiba Carrier UK Limited	Porsham Close, Roborough, Plymouth, Devon, PL6 7DB, England, United Kingdom	3723803
TRS Transportkoeling B.V.	De Scheysloot 71, 2201 GN Noordwijk, Netherlands	34063919
UHS Pty. Ltd.	Head Office: 39 Talavera Road, Macquarie Park NSW, 2113, Australia Principal Place of Business: Unit 2, Level 1, 5-9 Ricketty Street, Mascot, NSW, 2020, Australia	ACN: 111 754 388
UHS Systems Pty. Ltd.	39 Talavera Road, Macquarie Park NSW, 2113, Australia	ACN: 094 972 684
UTEC, Inc	111 E Wayne Street, Suite 800, Fort Wayne, IN, 46802	N/A
United Technologies Research Center (China), Ltd.	Building 5, No.3239 Shenjiang Road, Pilot Free Trade Zone, Shanghai, China	N/A
Carrier Safety System (Hebei) Co., Ltd.	No.80, Changjiang East Avenue, Qinhuangdao Development Area, Hebei, China	N/A



Carrier Australia Commercial Holdings Pty Ltd	39 Talavera Road, Macquarie Park NSW, 2113, Australia	ACN: 003 590 921
UTC Building and Industrial Systems MET FZCO	Office No. LB04029, Jebel Ali Free Zone, Dubai, United Arab Emirates	N/A
Carrier Canada Corporation	5201 Explorer Drive, Mississauga, ON, L4W 4H1, Canada	Corporation No. 513598, NEQ # 1149945678
Carrier Manufacturing Poland Spółka z ograniczoną odpowiedzialnością	Kolejowa St. 24, Ropczyce, 39-100, Poland	KRS 0000075060
HVAC Clima, Servicio y Controles Iberia, S.L.	Avenida Real de Pinto, n°91, Edificio C, Escalera 2, Madrid, 28021, Spain	Madrid A28444834
CARRIER EMEA SAS	Le Cristalia, 3, rue Joseph Monier, Rueil-Malmaison, 92500, France	RCS Nanterre 420 961 690
UTC Fire & Security – Portugal Lda.	Alto do Murtal, Rua da Bela Vista, Edificio Parede Sol, Lot 18 R/C, Parede, 2775-240, Portugal	501246351
Carrier Fire & Security (Legacy 2011) Ltd.	8 Newmarket Court, Chippenham Drive, Kingston, Milton Keynes, Bucks, MK10 0AQ, England	1386946
Carrier Fire & Security Trading (Shanghai) Co. Ltd.	Sector JH-1, 4F, No. 500, Bingke Road, Waigaoqiao Free Trade Zone, Shanghai, China	N/A
Carrier Fire & Security Americas Corporation	13995 Pasteur Blvd, Palm Beach Gardens, FL, 33418, United States	N/A
Carrier Fire & Security Australia Pty. Ltd.	Ground Floor, 10 Ferntree Place, Ferntree Business Park, Notthing Hill, VIC, 3168, Australia	ACN: 086 711 404
Carrier Fire & Security B.V.	7, Kelvinstraat, Weert, 6003DH, Netherlands	13033009
Chubb Fire & Security Canada Inc.	5201 Explorer Drive, Mississauga, ON, L4W 4H1, Canada	3234808



Carrier Fire & Security Corporation	13995 Pasteur Blvd, Palm Beach Gardens, FL, 33418, United States	State File #: 3743724
Carrier Fire & Security Danmark A/S	Ellekaer 9A, 2nd Floor, Herlev, 2730, Denmark	CVR: 18458195
Carrier Fire & Security Deutschland GmbH	Hammfelddamm 6, Neuss, 41460, Germany	Neuss HRB 10425
Carrier Fire & Security EMEA BVBA	3, De Kleetlaan, Diegem, 1831, Belgium	N/A
UTC Fire & Security Espana S.L.	Calle Verge de Guadalupe 3, Esplugues de Llobregat, 08950, Spain	414,003,225
Carrier Fire & Security France S.A.S.	4, rue Edmond Michelet, ZA Fontaine du Vaisseau, Neuilly Plaisance, 93360, France	360 367 147 RCS Bobigny
Carrier Fire & Security Hong Kong Limited	10/F, 8 Lam Chak Street, Kowloon Bay, Kowloon, Hong Kong	Not listed in GEMS
Carrier Technologies India Limited	Unit No. 8, 1st Floor, The Centrium, Lal Bahadur Shastri Marg, Kurla West, Mumbai, 400070, India	0000000100 / Corporate Identity Number: U29193MH1981FLC02436 4
Carrier Fire & Security Infrastructure (Australia) Pty. Ltd.	Ground Floor, 10 Ferntree Place, Ferntree Business Park, Notthing Hill, VIC, 3168, Australia	ACN: 096 412 734
Carrier Fire & Security Ireland Limited	Unit 2004, Orchard Avenue, Citywest Business Campus, Dublin, Ireland	145574
Carrier Fire & Security Italia S.r.l.	Via Vittor Pisani 20, 20124 Milano, Milan, Italy	2951350962
Carrier Fire & Security Ltd. Taiwan	15F, No. 156, Sec. 1, Zhongshan Road, Banqiao Dist., New Taipei City, 22065, Taiwan (Province of China)	N/A
Carrier Fire & Security Management (Shanghai) Co., Ltd.	Room E 501, No. 1033. Zhaojiabang Road, Xuhui District, Shanghai, China	N/A
F&S Mexico Corporation, S. de R.L. de C.V.	Calle 1 Eje C Parque, Industrial Navojoa, Navajoa, Sonora, 85825, Mexico	N/A
Carrier Fire & Security Norge AS	Nils Hansens vei 4, Oslo, N-0667, Norway	Org. no.: 968339 672



Carrier Fire & Security Polska Sp. z.o.o.	ul. Jana Heweliusza 18, 80-890, Gdansk, Poland	0000096233
Carrier Fire & Security Singapore Pte. Ltd.	28 Teban Gardens Crescent, Singapore, 608 926, Singapore	198703782W
Carrier Fire & Security South Africa Holdings Pty. Ltd.	29 Angus Crescent, Longmeadow Business Park East, Edenvale, Gauteng, 1609, South Africa	2007/00016/07
Carrier Fire & Security Suomi Oy	Vetokuja 4, Vantaa, 01610, Finland	8773251
Carrier Fire & Security Sverige AB	Norgegatan 2, 164 32 Kista, Sweden	556289-1225
Carrier Fire & Security UK Ltd.	Badentoy Crescent, Badentoy Park, Portlethen, Aberdeen, AB12 4YD, Scotland	SC069196
Carrier Fire and Security South Africa Pty. Ltd.	29 Angus Crescent, Longmeadow Business Park East, Edenvale, Gauteng, 1609, South Africa	1983/013728/07
Chubb EMEA	Parc Saint Christophe, Bâtiment Magellan 1, Avenue de l'Entreprise, Cergy, 95865, France	434.009.767 RCS Pontoise
Climate & Controls Benelux B.V.	Papendorpseweg 83, 3528 BJ Utrecht, Netherlands	Den Haag 28023950
Carrier Polska Sp. z o.o.	13 Konstruktorska Street, Warsaw, 02-673, Poland	Warsaw 33943
Vendome merged into SICLI Holding SAS on December 17, 2020.	merged into SICLI Holding SAS on December 17, 2020 Parc Saint Christophe, Bâtiment Magellan 1, Avenue de l'Entreprise, Cergy, 95865, France Company No: 351967922 RCS Pontoise	
Vokera Ltd.	Borderlake House Unit 7, Riverside Industrial Estate, London Colney St. Albans, Hertfordshire, AL2 1HG, England	1047779
Walter Kidde Portable Equipment Inc.	1016 Corporate Park Drive, Mebane, NC, 27302, United States	State File #: 2139256



EXHIBIT D

Description of Types Personal Information Processed by Carrier

This table summarizes the main types of Personal Information that Carrier may Process across its business lines. The types of Personal Information listed below will be collected depending on the scenario, and will always be done in accordance with the law and local legal requirements, including with regard to Sensitive Personal Information as stated elsewhere in these BCRs.

Types of Personal Information
<u>Name(s)</u> : Name, including given, family, middle, any suffix (such as Junior or Senior), and salutation (such as Mr. or Ms.)
<u>Identification details</u> : Date of birth, gender, and government-issued identification (including passports and visas); country of birth, citizenship and residency status, all in accordance with applicable law.
<u>Work contact and employer details</u> : Information including work telephone numbers, fax number, work email address, mailing address, and work location; information about employer, including company name(s), company location(s), company address(es), and country of incorporation.
<u>Personal contact details</u> : Home address, personal email address and home telephone number, including personal mobile phone.
<u>Emergency contact details</u> : Information such as the name and contact details of the individual's spouse or close family member.
<u>Background and career data</u> : Work experience, education and job history, skill categories including language skills, licenses, certifications, authorization to perform a certain job, or memberships to and participation in trade associations or professional organizations; military service information as required by applicable requirements and law; information about work preferences, such as travel and location preferences.
<u>HR and work-related data</u> : Information such as an employee or contractor's: job title, department, job function, and cost center (as applicable); name of supervisor and/or assistant; work assignments and work product that may include a connection to an individual; work agreements, programs, and activities in which an individual participates; other data required to support human resources applications, including payroll, travel and expense administration; training, development, and/or performance review information; time collection and allocation information; information collected as part of an assignment, such as time and attendance, identification information, or geolocation data used for a



Types of Personal Information

particular role or assignment, and/or security clearance data (all in accordance with applicable law); succession planning information; tax-related information, such as marital status, relationship to policy holder, and/or dependents; information about health and injuries, such as disability, sickness leave, maternity leave, and other information that may be required to administer human resources and provide related benefits/services.

System access and IT security data: Carrier computer, network, and communications information and logs covering the use of company phones, computers, electronic communications (such as email and electronic calendars), and other information and communication technology, including but not limited to username/login identification, passwords, answers to security questions, and other information required to access Carrier applications, networks, systems, and services as well as information that an individual stores, sends, submits, or receives through Carrier's networks and systems.

Physical security data: Information in relation to access to Carrier's premises and to ensure physical safety and prevent unauthorized access, including access controls, disaster preparedness measures, and other necessary information.

EHS data: Information needed to ensure safety of Carrier premises and comply with environment, health and safety laws, including record of incidents occurring on Carrier premises or during work.

Product/service-related data: Invoice and financial data for the purchase/provision of a product or service; information provided to facilitate a service or request assistance, such as product use or problem information, including location information for certain sites that provide location-based services; telematics data with respect to certain products; payment, warranty-related information.

Website and app data: Information collected through use of Carrier websites or apps, such as device identifiers, IP address, log files, and location data, all in accordance with applicable law.

Other data (as applicable): Language and communication preference(s); information that an individual volunteers to include in a profile in electronic systems; event registration information; visitor data, including time, date and location of a visit and approved or denied screening result (where applicable); listing of gifts that may have been provided or received to comply with applicable laws; information collected through a voluntary survey or promotion or through use of a product; other information that may be required to comply with the law or otherwise provided voluntarily by individuals.



Description of Purposes for which Personal Information is Processed by Carrier

This table summarizes the main purposes for which Carrier may Process of Personal Information across its business lines.

Purpose	Individuals Whose Information is Processed					
	Employees and Outsourced Labor (as applicable)	Job Applicants	Personnel of suppliers, vendors, and business customers	Visitors of Carrier systems and facilities	Persons authorized to use Carrier systems	Consumers and end users of certain Carrier products
Managing employment, including: compensation and benefits, including establishment and administration of benefit plans; payroll administration, such as for deductions and contributions; career development, performance feedback and progression; rewards and recognition; time collection and allocation; travel and expense reimbursement, including travel and/or credit card administration; training; relocations, letters of assignment, support for expatriate employees, visas, licenses and other right-to-work authorizations; tax reporting and withholdings; maintenance of employee and officer biographies and CVs; business planning; email systems and organizational charts; health and safety	Name(s); identification details; work contact and employer details; personal contact details; emergency contact details; background and career data; HR and work-related data; system access and					



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Purpose	Individuals Whose Information is Processed					
	Employees and Outsourced Labor (as applicable)	Job Applicants	Personnel of suppliers, vendors, and business customers	Visitors of Carrier systems and facilities	Persons authorized to use Carrier systems	Consumers and end users of certain Carrier products
programs and health screenings; audits and compliance reviews; managing internal investigations.	IT security data; physical security data; EHS data; physical security data; website and app data; other data					
Managing labor and employee relations, including grievance proceedings	Name(s); identification details; work contact and employer details; HR and work-related data; system access and IT security					



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Purpose	Individuals Whose Information is Processed					
	Employees and Outsourced Labor (as applicable)	Job Applicants	Personnel of suppliers, vendors, and business customers	Visitors of Carrier systems and facilities	Persons authorized to use Carrier systems	Consumers and end users of certain Carrier products
	data; EHS data; physical security data; website and app data; other data					
Facilitating investor management activities	Work contact and employer details; HR and work-related data					
Staffing and staff succession planning, including as that may impact budget and financial planning and reporting	Work contact and employer details; HR and work-related data					
Protecting intellectual property rights, including but not limited to patent filings	Work contact and employer		Work contact and employer			



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Purpose	Individuals Whose Information is Processed					
	Employees and Outsourced Labor (as applicable)	Job Applicants	Personnel of suppliers, vendors, and business customers	Visitors of Carrier systems and facilities	Persons authorized to use Carrier systems	Consumers and end users of certain Carrier products
	details; system access and IT security data		details; system access and IT security data			
Conducting regular business operations, including designing and developing products, managing an Enterprise Resource Planning (ERP) system, sending invoices and collecting payment, providing payment, and providing goods and services to customers, which may include sharing limited personal information with customers or other business partners	Name(s); work contact and employer details; HR and work-related data; product/service related data; website and app data; other data		Name(s); work contact and employer details; product/service related data; website and app data; other data	Name(s); work contact and employer details; product/service related data; website and app data; other data	Name(s); work contact and employer details; product/service related data; website and app data; other data	Name(s); work contact and employer details; product/service related data; website and app data; other data
Providing requested information, products and services, which may include use of geolocation for certain applications in a known and transparent manner	Product/service related data;		Product/service related data;			Product/service related data;



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Purpose	Individuals Whose Information is Processed					
	Employees and Outsourced Labor (as applicable)	Job Applicants	Personnel of suppliers, vendors, and business customers	Visitors of Carrier systems and facilities	Persons authorized to use Carrier systems	Consumers and end users of certain Carrier products
Conducting and managing engagement surveys and charity campaigns	Other data					Other data
Reporting and statistical analyses, including global enterprise headcount, demographics, and reporting required by applicable law	Work and employer details; work-related data					Work and employer details
Responding to situations involving a risk of health or safety, including an emergency	EHS data; physical security data		EHS data; physical security data	EHS data; physical security data	EHS data; physical security data	EHS data; physical security data
Managing communications and notices	Name(s); work contact and employer details;		Name(s); work contact and employer details;	Name(s); work contact and employer details;	Name(s); work contact and employer details;	Name(s); work contact and employer details;
Managing physical security, including access controls and security, facility access and safety, and disaster preparedness	Name(s); work contact and employer details; system access and IT security		Name(s); work contact and employer details; EHS data; physical security	Name(s); work contact and employer details; EHS data; physical security	Name(s); work contact and employer details; EHS data; physical security	Name(s); work contact and employer details; EHS data; physical security



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Purpose	Individuals Whose Information is Processed					
	Employees and Outsourced Labor (as applicable)	Job Applicants	Personnel of suppliers, vendors, and business customers	Visitors of Carrier systems and facilities	Persons authorized to use Carrier systems	Consumers and end users of certain Carrier products
	data; EHS data; physical security data; other data		data; other data	data; other data	data; other data	data; other data
Managing, maintaining, and securing information technology (“IT”) systems	Name(s); work contact and employer details; system access and IT security data		Name(s); work contact and employer details; system access and IT security data	Name(s); work contact and employer details; system access and IT security data	Name(s); work contact and employer details; system access and IT security data	Name(s); work contact and employer details; system access and IT security data
Ensuring compliance with import, export, and other international trade controls, including managing registrations and authorizations, determining access to controlled technologies and/or commodities, and screening for sanctioned or restricted countries or parties	Name(s); identification details; work contact and employer details		Name(s); identification details; work contact and employer details	Name(s); identification details; work contact and employer details	Name(s); identification details; work contact and employer details	Name(s); identification details; work contact and employer details



**BINDING CORPORATE RULES- FINAL
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Purpose	Individuals Whose Information is Processed					
	Employees and Outsourced Labor (as applicable)	Job Applicants	Personnel of suppliers, vendors, and business customers	Visitors of Carrier systems and facilities	Persons authorized to use Carrier systems	Consumers and end users of certain Carrier products
Prosecuting and defending claims and responding to law enforcement requests (where so required and only in accordance with applicable law)	Any categories required by law or needed for this purpose		Any categories required by law or needed for this purpose	Any categories required by law or needed for this purpose	Any categories required by law or needed for this purpose	Any categories required by law or needed for this purpose
Providing customer service and support, Training and certification of customer, supplier, and vendor personnel, and conducting due diligence and risk assessments			Name(s); work contact and employer details; other data	Name(s); work contact and employer details; other data	Name(s); work contact and employer details; other data	Name(s); work contact and employer details; other data
Purposes related to the use of Carrier’s websites and apps, including responding to requests or further processing forms submitted; advertise products, services, promotions and events related to Carrier; improving our products, services, websites and apps; protecting against fraud or investigate suspected or actual illegal activity; developing new offerings, improve the quality of our	Name(s); work contact and employer details; website and app data	Name(s); work contact and employer details; website and app data	Name(s); work contact and employer details; website and app data	Name(s); work contact and employer details; website and app data	Name(s); work contact and employer details; website and app data	Name(s); work contact and employer details; website and app data



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Purpose	Individuals Whose Information is Processed					
	Employees and Outsourced Labor (as applicable)	Job Applicants	Personnel of suppliers, vendors, and business customers	Visitors of Carrier systems and facilities	Persons authorized to use Carrier systems	Consumers and end users of certain Carrier products
products, improve and personalize user experience.						
Job application purposes, including: receiving applications for employment; evaluating applications; arranging for and conducting phone screenings interviews, and other applicable assessments; contacting an applicant with about an application or other opportunity; communicating changes; validating reference checks, conduct background checks (as appropriate in accordance with applicable law); screening; facilitating hiring; complying with legal and regulatory requirements; ; verifying identity to ensure security; providing feedback opportunities; and conducting analysis on applicant trends to understand and improve Carrier's recruitment practices.		Name(s); identification details; work contact and employer details; personal contact details; background and career data; website and app data				



EXHIBIT E: SUPPLEMENTAL GDPR PROVISIONS

Art. 6 GDPR

Lawfulness of processing

[...]

4. Where the processing for a purpose other than that for which the personal data have been collected is not based on the data subject's consent or on a Union or Member State law which constitutes a necessary and proportionate measure in a democratic society to safeguard the objectives referred to in Article 23(1), the controller shall, in order to ascertain whether processing for another purpose is compatible with the purpose for which the personal data are initially collected, take into account, inter alia:
 - (a) any link between the purposes for which the personal data have been collected and the purposes of the intended further processing;
 - (b) the context in which the personal data have been collected, in particular regarding the relationship between data subjects and the controller;
 - (c) the nature of the personal data, in particular whether special categories of personal data are processed, pursuant to Article 9, or whether personal data related to criminal convictions and offences are processed, pursuant to Article 10;
 - (d) the possible consequences of the intended further processing for data subjects;
 - (e) the existence of appropriate safeguards, which may include encryption or pseudonymisation.



Art. 13 GDPR

Information to be provided where personal data are collected from the data subject

2. Where personal data relating to a data subject are collected from the data subject, the controller shall, at the time when personal data are obtained, provide the data subject with all of the following information:
 - (a) the identity and the contact details of the controller and, where applicable, of the controller's representative;
 - (b) the contact details of the data protection officer, where applicable;
 - (c) the purposes of the processing for which the personal data are intended as well as the legal basis for the processing;
 - (d) where the processing is based on point (f) of Article 6(1), the legitimate interests pursued by the controller or by a third party;
 - (e) the recipients or categories of recipients of the personal data, if any;
 - (f) where applicable, the fact that the controller intends to transfer personal data to a third country or international organisation and the existence or absence of an adequacy decision by the Commission, or in the case of transfers referred to in Article 46 or 47, or the second subparagraph of Article 49(1), reference to the appropriate or suitable safeguards and the means by which to obtain a copy of them or where they have been made available.

3. In addition to the information referred to in paragraph 1, the controller shall, at the time when personal data are obtained, provide the data subject with the following further information necessary to ensure fair and transparent processing:
 - (a) the period for which the personal data will be stored, or if that is not possible, the criteria used to determine that period;
 - (b) the existence of the right to request from the controller access to and rectification or erasure of personal data or restriction of processing concerning the data subject or to object to processing as well as the right to data portability;
 - (c) where the processing is based on point (a) of Article 6(1) or point (a) of Article 9(2), the existence of the right to withdraw consent at any time, without affecting the lawfulness of processing based on consent before its withdrawal;



- (d) the right to lodge a complaint with a supervisory authority;
 - (e) whether the provision of personal data is a statutory or contractual requirement, or a requirement necessary to enter into a contract, as well as whether the data subject is obliged to provide the personal data and of the possible consequences of failure to provide such data;
 - (f) the existence of automated decision-making, including profiling, referred to in Article 22(1) and (4) and, at least in those cases, meaningful information about the logic involved, as well as the significance and the envisaged consequences of such processing for the data subject.
4. Where the controller intends to further process the personal data for a purpose other than that for which the personal data were collected, the controller shall provide the data subject prior to that further processing with information on that other purpose and with any relevant further information as referred to in paragraph 2.
 5. Paragraphs 1, 2 and 3 shall not apply where and insofar as the data subject already has the information.



Art. 14 GDPR

Information to be provided where personal data have not been obtained from the data subject

1. Where personal data have not been obtained from the data subject, the controller shall provide the data subject with the following information:
 - (a) the identity and the contact details of the controller and, where applicable, of the controller's representative;
 - (b) the contact details of the data protection officer, where applicable;
 - (c) the purposes of the processing for which the personal data are intended as well as the legal basis for the processing;
 - (d) the categories of personal data concerned;
 - (e) the recipients or categories of recipients of the personal data, if any;
 - (f) where applicable, that the controller intends to transfer personal data to a recipient in a third country or international organisation and the existence or absence of an adequacy decision by the Commission, or in the case of transfers referred to in Article 46 or 47, or the second subparagraph of Article 49(1), reference to the appropriate or suitable safeguards and the means to obtain a copy of them or where they have been made available.
2. In addition to the information referred to in paragraph 1, the controller shall provide the data subject with the following information necessary to ensure fair and transparent processing in respect of the data subject:
 - (a) the period for which the personal data will be stored, or if that is not possible, the criteria used to determine that period;
 - (b) where the processing is based on point (f) of Article 6(1), the legitimate interests pursued by the controller or by a third party;
 - (c) the existence of the right to request from the controller access to and rectification or erasure of personal data or restriction of processing concerning the data subject and to object to processing as well as the right to data portability;



- (d) where processing is based on point (a) of Article 6(1) or point (a) of Article 9(2), the existence of the right to withdraw consent at any time, without affecting the lawfulness of processing based on consent before its withdrawal;
 - (e) the right to lodge a complaint with a supervisory authority;
 - (f) from which source the personal data originate, and if applicable, whether it came from publicly accessible sources;
 - (g) the existence of automated decision-making, including profiling, referred to in Article 22(1) and (4) and, at least in those cases, meaningful information about the logic involved, as well as the significance and the envisaged consequences of such processing for the data subject.
3. The controller shall provide the information referred to in paragraphs 1 and 2:
- (a) within a reasonable period after obtaining the personal data, but at the latest within one month, having regard to the specific circumstances in which the personal data are processed;
 - (b) if the personal data are to be used for communication with the data subject, at the latest at the time of the first communication to that data subject; or
 - (c) if a disclosure to another recipient is envisaged, at the latest when the personal data are first disclosed.
4. Where the controller intends to further process the personal data for a purpose other than that for which the personal data were obtained, the controller shall provide the data subject prior to that further processing with information on that other purpose and with any relevant further information as referred to in paragraph 2.
5. Paragraphs 1 to 4 shall not apply where and insofar as:
- (a) the data subject already has the information;
 - (b) the provision of such information proves impossible or would involve a disproportionate effort, in particular for processing for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes, subject to the conditions and safeguards referred to in Article 89(1) or in so far as the obligation referred to in paragraph 1 of this Article is likely to render impossible or seriously impair the achievement of the objectives of that processing. In such cases the controller shall take appropriate measures to protect the data subject's rights and freedoms and legitimate interests, including making the information publicly available;



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- (c) obtaining or disclosure is expressly laid down by Union or Member State law to which the controller is subject and which provides appropriate measures to protect the data subject's legitimate interests; or
- (d) where the personal data must remain confidential subject to an obligation of professional secrecy regulated by Union or Member State law, including a statutory obligation of secrecy.



Art. 28 GDPR
Processor

1. Where processing is to be carried out on behalf of a controller, the controller shall use only processors providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that processing will meet the requirements of this Regulation and ensure the protection of the rights of the data subject.
2. The processor shall not engage another processor without prior specific or general written authorisation of the controller. In the case of general written authorisation, the processor shall inform the controller of any intended changes concerning the addition or replacement of other processors, thereby giving the controller the opportunity to object to such changes.
3. Processing by a processor shall be governed by a contract or other legal act under Union or Member State law, that is binding on the processor with regard to the controller and that sets out the subject-matter and duration of the processing, the nature and purpose of the processing, the type of personal data and categories of data subjects and the obligations and rights of the controller. That contract or other legal act shall stipulate, in particular, that the processor:
 - (a) processes the personal data only on documented instructions from the controller, including with regard to transfers of personal data to a third country or an international organisation, unless required to do so by Union or Member State law to which the processor is subject; in such a case, the processor shall inform the controller of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest;
 - (b) ensures that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
 - (c) takes all measures required pursuant to Article 32;
 - (d) respects the conditions referred to in paragraphs 2 and 4 for engaging another processor;
 - (e) taking into account the nature of the processing, assists the controller by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the controller's obligation to respond to requests for exercising the data subject's rights laid down in Chapter III;



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- (f) assists the controller in ensuring compliance with the obligations pursuant to Articles 32 to 36 taking into account the nature of processing and the information available to the processor;
- (g) at the choice of the controller, deletes or returns all the personal data to the controller after the end of the provision of services relating to processing, and deletes existing copies unless Union or Member State law requires storage of the personal data;
- (h) makes available to the controller all information necessary to demonstrate compliance with the obligations laid down in this Article and allow for and contribute to audits, including inspections, conducted by the controller or another auditor mandated by the controller.

With regard to point (h) of the first subparagraph, the processor shall immediately inform the controller if, in its opinion, an instruction infringes this Regulation or other Union or Member State data protection provisions.

4. Where a processor engages another processor for carrying out specific processing activities on behalf of the controller, the same data protection obligations as set out in the contract or other legal act between the controller and the processor as referred to in paragraph 3 shall be imposed on that other processor by way of a contract or other legal act under Union or Member State law, in particular providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of this Regulation. Where that other processor fails to fulfil its data protection obligations, the initial processor shall remain fully liable to the controller for the performance of that other processor's obligations.
5. Adherence of a processor to an approved code of conduct as referred to in Article 40 or an approved certification mechanism as referred to in Article 42 may be used as an element by which to demonstrate sufficient guarantees as referred to in paragraphs 1 and 4 of this Article.
6. Without prejudice to an individual contract between the controller and the processor, the contract or the other legal act referred to in paragraphs 3 and 4 of this Article may be based, in whole or in part, on standard contractual clauses referred to in paragraphs 7 and 8 of this Article, including when they are part of a certification granted to the controller or processor pursuant to Articles 42 and 43.
7. The Commission may lay down standard contractual clauses for the matters referred to in paragraph 3 and 4 of this Article and in accordance with the examination procedure referred to in Article 93(2).
8. A supervisory authority may adopt standard contractual clauses for the matters referred to in paragraph 3 and 4 of this Article and in accordance with the consistency mechanism referred to in Article 63.



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9. The contract or the other legal act referred to in paragraphs 3 and 4 shall be in writing, including in electronic form.
10. Without prejudice to Articles 82, 83 and 84, if a processor infringes this Regulation by determining the purposes and means of processing, the processor shall be considered to be a controller in respect of that processing.



Art. 30 GDPR

Records of processing activities

1. Each controller and, where applicable, the controller's representative, shall maintain a record of processing activities under its responsibility. That record shall contain all of the following information:
 - (a) the name and contact details of the controller and, where applicable, the joint controller, the controller's representative and the data protection officer;
 - (b) the purposes of the processing;
 - (c) a description of the categories of data subjects and of the categories of personal data;
 - (d) the categories of recipients to whom the personal data have been or will be disclosed including recipients in third countries or international organisations;
 - (e) where applicable, transfers of personal data to a third country or an international organisation, including the identification of that third country or international organisation and, in the case of transfers referred to in the second subparagraph of Article 49(1), the documentation of suitable safeguards;
 - (f) where possible, the envisaged time limits for erasure of the different categories of data;
 - (g) where possible, a general description of the technical and organisational security measures referred to in Article 32(1).
2. Each processor and, where applicable, the processor's representative shall maintain a record of all categories of processing activities carried out on behalf of a controller, containing:
 - (a) the name and contact details of the processor or processors and of each controller on behalf of which the processor is acting, and, where applicable, of the controller's or the processor's representative, and the data protection officer;
 - (b) the categories of processing carried out on behalf of each controller;
 - (c) where applicable, transfers of personal data to a third country or an international organisation, including the identification of that third country or international organisation and, in the case of transfers referred to in the second subparagraph of Article 49(1), the documentation of suitable safeguards;



- (d) where possible, a general description of the technical and organisational security measures referred to in Article 32(1).
3. The records referred to in paragraphs 1 and 2 shall be in writing, including in electronic form.
 4. The controller or the processor and, where applicable, the controller's or the processor's representative, shall make the record available to the supervisory authority on request.
 5. The obligations referred to in paragraphs 1 and 2 shall not apply to an enterprise or an organisation employing fewer than 250 persons unless the processing it carries out is likely to result in a risk to the rights and freedoms of data subjects, the processing is not occasional, or the processing includes special categories of data as referred to in Article 9(1) or personal data relating to criminal convictions and offences referred to in Article 10.



Art. 46 GDPR

Transfers subject to appropriate safeguards

1. In the absence of a decision pursuant to Article 45(3), a controller or processor may transfer personal data to a third country or an international organisation only if the controller or processor has provided appropriate safeguards, and on condition that enforceable data subject rights and effective legal remedies for data subjects are available.
2. The appropriate safeguards referred to in paragraph 1 may be provided for, without requiring any specific authorisation from a supervisory authority, by:
 - (a) a legally binding and enforceable instrument between public authorities or bodies;
 - (b) binding corporate rules in accordance with Article 47;
 - (c) standard data protection clauses adopted by the Commission in accordance with the examination procedure referred to in Article 93(2);
 - (d) standard data protection clauses adopted by a supervisory authority and approved by the Commission pursuant to the examination procedure referred to in Article 93(2);
 - (e) an approved code of conduct pursuant to Article 40 together with binding and enforceable commitments of the controller or processor in the third country to apply the appropriate safeguards, including as regards data subjects' rights; or
 - (f) an approved certification mechanism pursuant to Article 42 together with binding and enforceable commitments of the controller or processor in the third country to apply the appropriate safeguards, including as regards data subjects' rights.
3. Subject to the authorisation from the competent supervisory authority, the appropriate safeguards referred to in paragraph 1 may also be provided for, in particular, by:
 - (a) contractual clauses between the controller or processor and the controller, processor or the recipient of the personal data in the third country or international organisation; or
 - (b) provisions to be inserted into administrative arrangements between public authorities or bodies which include enforceable and effective data subject rights.



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4. The supervisory authority shall apply the consistency mechanism referred to in Article 63 in the cases referred to in paragraph 3 of this Article.
5. Authorisations by a Member State or supervisory authority on the basis of Article 26(2) of Directive 95/46/EC shall remain valid until amended, replaced or repealed, if necessary, by that supervisory authority. Decisions adopted by the Commission on the basis of Article 26(4) of Directive 95/46/EC shall remain in force until amended, replaced or repealed, if necessary, by a Commission Decision adopted in accordance with paragraph 2 of this Article.



Art. 48 GDPR

Transfers or disclosures not authorised by Union law

Any judgment of a court or tribunal and any decision of an administrative authority of a third country requiring a controller or processor to transfer or disclose personal data may only be recognised or enforceable in any manner if based on an international agreement, such as a mutual legal assistance treaty, in force between the requesting third country and the Union or a Member State, without prejudice to other grounds for transfer pursuant to this Chapter.



Art. 49 GDPR

Derogations for specific situations

1. In the absence of an adequacy decision pursuant to Article 45(3), or of appropriate safeguards pursuant to Article 46, including binding corporate rules, a transfer or a set of transfers of personal data to a third country or an international organisation shall take place only on one of the following conditions:
 1. the data subject has explicitly consented to the proposed transfer, after having been informed of the possible risks of such transfers for the data subject due to the absence of an adequacy decision and appropriate safeguards;
 2. the transfer is necessary for the performance of a contract between the data subject and the controller or the implementation of pre-contractual measures taken at the data subject's request;
 3. the transfer is necessary for the conclusion or performance of a contract concluded in the interest of the data subject between the controller and another natural or legal person;
 4. the transfer is necessary for important reasons of public interest;
 5. the transfer is necessary for the establishment, exercise or defence of legal claims;
 6. the transfer is necessary in order to protect the vital interests of the data subject or of other persons, where the data subject is physically or legally incapable of giving consent;
 7. the transfer is made from a register which according to Union or Member State law is intended to provide information to the public and which is open to consultation either by the public in general or by any person who can demonstrate a legitimate interest, but only to the extent that the conditions laid down by Union or Member State law for consultation are fulfilled in the particular case.

Where a transfer could not be based on a provision in Article 45 or 46, including the provisions on binding corporate rules, and none of the derogations for a specific situation referred to in the first subparagraph of this paragraph is applicable, a transfer to a third country or an international organisation may take place only if the transfer is not repetitive, concerns only a limited number of data subjects, is necessary for the purposes of compelling legitimate interests pursued by the controller which are not overridden by the interests or rights and freedoms of the data subject, and the controller has assessed all the circumstances surrounding the data transfer and has on the basis of that assessment provided suitable safeguards with regard to the protection of personal data. The controller shall



inform the supervisory authority of the transfer. The controller shall, in addition to providing the information referred to in Articles 13 and 14, inform the data subject of the transfer and on the compelling legitimate interests pursued.

2. A transfer pursuant to point (g) of the first subparagraph of paragraph 1 shall not involve the entirety of the personal data or entire categories of the personal data contained in the register. Where the register is intended for consultation by persons having a legitimate interest, the transfer shall be made only at the request of those persons or if they are to be the recipients.
3. Points (a), (b) and (c) of the first subparagraph of paragraph 1 and the second subparagraph thereof shall not apply to activities carried out by public authorities in the exercise of their public powers.
4. The public interest referred to in point (d) of the first subparagraph of paragraph 1 shall be recognised in Union law or in the law of the Member State to which the controller is subject.
5. In the absence of an adequacy decision, Union or Member State law may, for important reasons of public interest, expressly set limits to the transfer of specific categories of personal data to a third country or an international organisation. Member States shall notify such provisions to the Commission.
6. The controller or processor shall document the assessment as well as the suitable safeguards referred to in the second subparagraph of paragraph 1 of this Article in the records referred to in Article 30.