

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. Viessmann Climate Solutions SE¹ is the "Carrier Lead Entity" and, in coordination with the Corporate Office (the U.S. headquarters), has responsibility for remedying breaches of the BCRs.

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

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

- (1.) <u>Employees</u>: 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.) <u>Business customers and suppliers/vendors</u>: Carrier sells its products and services mostly to business customers. The Personal Information of customers includes mainly business contact information.
- (3.) <u>Individual end-user customers</u>: 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

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¹ Viessmannstraße 1, D-35108 Allendorf (Eder), Germany - Court of Marburg, number HRB 7562.



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

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

B. APPLICABILITY

- 1. These BCRs are mandatory for 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 shall establish clear and consistent controls across the enterprise to ensure compliance with the BCRs.
- 2. Carrier shall comply with all laws and regulations related to the protection of Personal Information applicable to it worldwide. Provisions of EEA and Third Country laws, regulations, and other restrictions applicable to Carrier that impose a higher level of data protection shall have precedence over the BCRs.
- 3. 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.
- 4. 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.

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.3 relating to discrepancies between the BCRs and Carrier Policy Manual Section 24;
- (2.) Section D.1(a) in relation to the requirement to obtain explicit consent for Sensitive Personal Information;
- (3.) Section D.1(c), last paragraph on transparency;
- (4.) the requirements of Section D.1(d) on privacy rights;



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- (5.) Section D.1(e) paragraph 2, point (1) on security breach notification;
- (6.) Section D.1(f) relating to transfers of Personal Information to Third Parties or Service Providers in Third Countries;
- (7.) Section D.2(a) relating to assessments of the law and practices in the Third Country of destination applicable to the processing of the Personal Information by a Data Importer;
- (8.) Section D.2(b) relating to requests for disclosures of Personal Information by a law enforcement authority or other governmental authority of a Third Country;
- (9.) the last paragraph of Section D.6 on bringing complaints; and
- (10.) Section D.7, 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.7 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 of the GDPR can be accessed in all languages of the European Union at: https://eur-lex.europa.eu/eli/reg/2016/679/oi. 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.

 Only Process Personal Information that is relevant and accurate, and only for as long as needed

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 shall 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 shall 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 shall 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 shall 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 shall 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 shall 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 shall 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 shall also be informed about the outcome of their request and shall be reminded of their right to submit a complaint in accordance with Section D.6(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 shall 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, they can 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 shall 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 Regional Privacy Counsel 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 in Third Countries 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. Data Transfers to Third Countries Pursuant to these BCRs

a) Third Country assessment

A Data Exporter may only transfer Personal Information to a Third Country on the basis of these BCRs if it has assessed that the laws and practices in the Third Country of destination applicable to the processing of the Personal Information by the Data Importer do not prevent the Data Importer from fulfilling its obligations under these BCRs, taking into account, among others, any requirements to disclose Personal Information to, or allow access by, public authorities. In undertaking this assessment, the Data Exporter shall have regard to whether the laws and practices of the Third Country of destination respect the essence of the fundamental rights and freedoms of individuals, do not exceed what is necessary and proportionate in a democratic society to safeguard one of the objectives listed in Article 23(1) GDPR, and are not in contradiction with these BCRs.

In assessing the laws and practices of a Third Country, the Data Exporters and the Data Importers shall take due account, in particular, of the following elements:

- (1.) The specific circumstances of the transfers or set of transfers, and of any envisaged onward transfers within the same Third Country or to another Third Country, including:
 - a. the purposes for which the Personal Information is transferred and processed as described in Exhibit D;
 - b. the types of Carrier entities involved in the processing;
 - c. the economic sector in which the transfer or set of transfers occur;
 - d. the categories and format of the Personal Information transferred as described in Exhibit D:
 - e. the location of the processing, including storage; and
 - f. the transmission channels used.
- (2.) The laws and practices of the Third Country of destination, as well as applicable limitations and safeguards, relevant in light of the circumstances of the transfer, including those:
 - requiring the Data Importer to disclose Personal Information to public authorities or authorizing access by such authorities; and
 - providing for access to the Personal Information during transit between the country of the Data Exporter and the Third Country of the Data Importer.
- (3.) Any relevant contractual, technical or organizational safeguards put in place to supplement the safeguards under these BCRs, if necessary,



including measures applied during the transmission and to the processing of the Personal Information in the Third Country of destination.

Where Corporate Office and/or the Operating Businesses put in place any safeguards for transfers to Third Countries in addition to those envisaged under the BCRs, they shall inform the Carrier Lead Entity and the Privacy Lead and involve them in the assessment described in this D.2. The Corporate Office and/or the relevant Operating Businesses shall appropriately document such assessment, as well as the supplementary measures selected and implemented, and make it available to the Competent Supervisory Authority upon request.

More specifically, a Data Importer shall promptly notify the Data Exporter and the Carrier Lead Entity if, when using these BCRs as a legal basis for transfers, it has reason to believe that it is or has become subject to laws or practices that would prevent it from fulfilling its obligations under the BCRs, including following a change in the laws in the Third Country or an action by a public authority (such as a disclosure request). Upon verification of such notification, the Data Exporter, the Carrier Lead Entity, and the Privacy Lead shall promptly identify supplementary measures (e.g., technical or organizational measures to ensure security and confidentiality) to be adopted by the Data Exporter and/or Data Importer, in order to enable them to fulfil their obligations under these BCRs. The same applies if the Data Exporter has reasons to believe that the Data Importer can no longer fulfil its obligations under these BCRs.

Where, in respect of a particular transfer, the Data Exporter, along with the Carrier Lead Entity and the Privacy Lead, assess that these BCRs – even if accompanied by supplementary measures – cannot be complied with for a transfer or set of transfers, or if instructed by the Competent Supervisory Authority, they shall suspend the transfer, as well as all transfers for which the same assessment and reasoning would lead to a similar result, until compliance with these BCRs is again ensured or the transfer is ended.

The Data Exporter shall make the suspension permanent if compliance with these BCRs is not restored within one month of suspension. In this case, Personal Information held by the Data Importer that was transferred prior to the suspension, and any copies thereof, shall, at the choice of the Data Exporter, be returned to it or destroyed in their entirety.



The Carrier Lead Entity and the Privacy Lead shall inform all other Operating Businesses of any assessment carried out that leads to the suspension or termination of data transfers, so that the appropriate supplementary measures can be applied to similar types of transfers by other Operating Businesses or, where effective supplementary measures could not be put in place, the transfers are suspended or ended.

The Data Exporters shall monitor, on an ongoing basis, and where appropriate in collaboration with the Data Importers, developments in the Data Importers' Third Countries that could affect the initial assessment of the level of protection.

b) Data disclosure requests

The Data Importer shall promptly notify the Data Exporter and, where possible, the Individuals (if necessary, with the help of the Data Exporter) if it:

- (1.) receives a legally binding request by a public authority under the laws of the Third Country of destination, or of another Third Country, for disclosure of Personal Information transferred pursuant to these BCRs, in which case the notification shall include information about the Personal Information requested, the requesting authority, the legal basis for the request and the response provided;
- (2.) becomes aware of any direct access by public authorities to Personal Information transferred pursuant to these BCRs in accordance with the laws of the Third Country of destination, in which case the notification shall include all information available to the Data Importer.

If prohibited from notifying the Data Exporter and / or the Individuals, the Data Importer shall use its best efforts to obtain a waiver of such prohibition, with a view to communicate as much information as possible and as soon as possible, and shall document its best efforts in order to be able to demonstrate them upon request of the Data Exporter.

The Data Importer shall provide the Data Exporter, at regular intervals, with as much relevant information as possible on the requests received (in particular, number of requests, type of Personal Information requested, requesting authority or authorities, whether requests have been challenged and the outcome of such challenges, etc.). If the Data Importer is or becomes partially or completely



prohibited from providing the Data Exporter with the aforementioned information, it shall, without undue delay, inform the Data Exporter accordingly.

The Data Importer shall preserve the abovementioned information for as long as the Personal Information are subject to the safeguards provided by these BCRs, and shall make it available to the Competent Supervisory Authority upon request.

The Data Importer shall review the legality of the request for disclosure, in particular whether it remains within the powers granted to the requesting public authority, and shall challenge the request if, after careful assessment, it concludes that there are reasonable grounds to consider that the request is unlawful under the laws of the Third Country of destination, applicable obligations under international law, and principles of international comity. The Data Importer shall, under the same conditions, pursue possibilities of appeal.

When challenging a request, the Data Importer shall seek interim measures with a view to suspending the effects of the request until the competent judicial authority has decided on its merits. It shall not disclose the Personal Information requested until required to do so under the applicable procedural rules.

The Data Importer shall document its legal assessment and any challenge to the request for disclosure and, to the extent permissible under the laws of the country of destination, make the documentation available to the Data Exporter. It shall also make it available to the Competent Supervisory Authorities upon request. The Data Importer shall provide the minimum amount of information permissible when responding to a request for disclosure, based on a reasonable interpretation of the request.

In any case, transfers of data to any public authority shall not be massive, disproportionate and indiscriminate in a manner that would go beyond what is necessary in a democratic society.

c) Inability to comply with these BCRs

A Data Importer shall promptly inform the Data Exporter if it is unable to comply with these BCRs, for whatever reason, including those mentioned in Section D.2(b) above. Where the Data Importer is in breach of these BCRs or unable to comply with them, the Data Exporter shall suspend transfers to that Data Importer. The Data Importer shall, at the choice of the Data Exporter, immediately return or



delete the Personal Information that has been transferred under these BCRs in its entirety, where:

- (1.) the Data Exporter has suspended transfers to the Data Importer for non-compliance with these BCRs, and compliance with these BCRs is not restored within a reasonable time, and in any event within one month of the suspension;
- (2.) the Data Importer is in substantial or persistent breach of these BCRs; or
- (3.) the Data Importer fails to comply with a binding decision of a competent court or Competent Supervisory Authority regarding its obligations under these BCRs.

Data Importer shall certify the deletion of the Personal Information to the Data Exporter. Until the Personal Information is deleted or returned, the Data Importer shall continue to comply with the BCRs. If local laws applicable to the Data Importer prohibit the return or deletion of the transferred Personal Information, the Data Importer shall warrant that it shall continue to ensure compliance with these BCRs, and shall only process the Personal Information to the extent and for as long as required under that local law.

- **3. 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 shall 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 Regional Privacy Counsel or the Carrier Privacy Office, for review and resolution where needed.
 - b) Regional Privacy Counsels: shall lead the Privacy Compliance Program for each of the four major regions where Carrier and its Operating Businesses are engaged in business activities (i.e., Americas, EMEA and APAC split in Asia North and Asia South). The Regional Privacy Counsels shall support the Chief Privacy Officer in defining the strategic Privacy Compliance Program and shall support the Data Protection Officers and Regional ECOs in their responsibilities related to the BCRs. Carrier shall ensure that these Regional Privacy Counsels have sufficient resources and independent authority to perform their role. They report to the



executive or senior director in the Legal Department in their respective region, and in dotted line to the Chief Privacy Officer.

- c) Data Protection Officers ("DPOs"): the role of the DPO is defined by applicable EEA law. DPOs are appointed where required by EEA law. DPOs coordinate on a regular basis with the Regional Privacy Counsels. Individuals and Supervisory Authorities may contact the DPOs directly. The DPOs' contact details shall be published in accordance with applicable EEA law.
- d) The Carrier Privacy Advisory Committee ("PAC"): shall support the Carrier Privacy Office in the implementation of the BCRs and the procedures promulgated to implement it. The Carrier PAC shall also ensure that data privacy and security issues identified by the Carrier Privacy Office are mitigated and resolved adequately at a company and/or Operating Businesses-wide level. The Carrier PAC shall meet minimum twice a year to review the next year priorities and to review the progress and KPIs made in the past year. The Carrier PAC shall be composed by the following, or their delegate: Carrier Chief Compliance Officer, Regional Legal Directors and the Carrier Privacy Office.
- e) Chief Privacy Officer: the Chief Privacy Officer, in cooperation with the Regional Privacy Counsels, shall deploy the BCRs and ensure that they are effectively and efficiently implemented. The Chief Privacy Officer shall also be responsible for training and awareness campaigns on data privacy and for supporting the Regional Privacy Counsels 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 Chief Privacy Officer shall provide direction to and lead the Carrier Privacy Advisory Committee. The Chief Privacy Officer shall serve as the privacy professional for the Corporate Office. The Chief Privacy Officer reports to the highest level of management and shall have support from the highest level of management.
- f) The Carrier Privacy Office: shall deploy the BCRs and ensure that they are effectively and efficiently implemented. The Carrier Privacy Office shall also be responsible for determining the strategic privacy compliance program, which includes at least the following: define and implement the data privacy related processes, organize training and awareness campaigns on data privacy, and ensure that they are properly trained in accordance with CPM 24. The Carrier Privacy Office consists of the Chief Privacy Officer, the Regional Privacy Counsels, and any appointed Data Protection Officers. The Carrier Privacy Office participates on the PAC, responds to and resolves any comments or complaints that come into The Carrier Privacy Office or through the Carrier Integrity Line Program, 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 shall participate on the PAC through its Regional Privacy Counsel or DPO. In case of evidence of violations of the BCRs, the PAC or the Regional Privacy Counsel shall inform Carrier Lead Entity and, in coordination with Carrier Lead Entity, work with the Corporate Office and/or the relevant Operating Business and the Carrier Privacy Office to implement appropriate remediation steps.
- h) Carrier Internal Audit: shall audit Carrier to ensure compliance with BCRs. Carrier Internal Audit reports to the Audit Committee of Carrier's Board of Directors. It shall report any findings to the relevant Carrier Regional Privacy Counsels and any material findings to the Audit Committee and the Carrier Privacy Advisory Committee. Carrier Internal Audit shall perform its activities in an independent and professionally objective manner.
- **4. Training:** Carrier shall ensure that the following categories of Personnel, receive appropriate and up-to-date annual training on data privacy (including relevant aspects of these BCRs), security, and/or anti-spam regulations:
 - Ethics and Compliance Officers;
 - The Regional Privacy Counsels;
 - Carrier Internal Audit:
 - 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.
- Internal Audit: The Carrier Vice President, Internal Audit, supervising Carrier Internal Audit, shall administer assurance and audit programs on at least an annual basis to evaluate compliance with these BCRs, and shall follow up with the Operating Businesses to ensure that corrective measures are taken. The Vice President, Internal Audit, with the assistance of the Carrier Internal Audit staff, the Carrier Chief Privacy Officer, and the Operating Businesses, shall 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, and ensure that all aspects of these BCRs are audited on a regular basis.



Results of the BCRs compliance audits shall be communicated to the Chief Privacy Officer, who, in turn, shall inform the Carrier Vice President, General Counsel, Carrier Lead Entity, and the Carrier Privacy Advisory Committee. The Carrier Vice President, General Counsel or the Carrier Privacy Lead, together with the Carrier Vice President, Internal Audit, shall communicate material audit findings related to the BCRs to the Board of Directors or a committee of the Board, such as the Audit Committee. A Competent Supervisory Authority in the EEA, upon request, may receive access to the audit results related to the BCRs.

- 6. Handling Requests for Rights and Complaints: Requests from Individuals regarding the Processing of their Personal Information shall be addressed as set out below. While Individuals are encouraged to use the point(s) of contact indicated below, this is not mandatory. 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"), the Chief Privacy Officer or the Privacy Mailbox. 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	Carrier Integrity Line Program https://secure.ethicspoint.com/domain/media/en/gui/69582/index.html		
Privacy Mailbox	privacy@carrier.com		
Webform	Contact via Carrier's dedicated webform		
Postal Address	Viessman Climate Solutions SE Viessmannstraße 1, D-35108 Allendorf (Eder), Germany To the attention of the Legal Department		



Complaints submitted shall be addressed by the group (that has received them, with assistance from the appropriate designees where needed.

Privacy complaints submitted to the Complaint Reporting: so long as the complainant seeks a further response and agrees, those complaints shall be forwarded to the Ethics and Compliance department 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 Carrier Mailbox, which can be reached as follows:

Complaint Reporting	Carrier https://secure	Integrity e.ethicspoint.com/doma	Line in/media/en/gui/6	Program 9582/index.html
Privacy Mailbox	privacy@ca	arrier.com		
Webform	Contact via (Carrier's dedicated <u>web</u>	<u>form</u>	
Postal Address	Viessmannstr	mate Solutions SE aße 1, D-35108 Allendo on of the Legal Departm	, ,,	ny

So long as the complainant seeks a further response and agrees, privacy complaints submitted to Complaint Reporting shall be forwarded to the Carrier 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 shall 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 shall work to remedy the issue and communicate the solution to the complainant. If the complainant is not satisfied with



the solution, Carrier shall 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 Regional Privacy Counsels. The Regional Privacy Counsels shall review the complaint and response to determine if further action is appropriate.

Complaints and audit results revealing structural shortcomings globally shall be addressed by Regional Privacy Counsels through the PAC.

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 EEA law to submit a complaint to a Competent Supervisory Authority or court in relation to a breach of applicable EEA law by an Operating Business that is located in the EEA, regardless of whether Individuals brought a complaint beforehand.

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.
- 7. 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, D2, D.6, D.8, D.9 and D.10, and the benefit of the



guarantee given by the Carrier Lead Entity (Viessmann Climate Solutions SE²) 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 in Third Countries 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 shall 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 Corporate Office, Carrier Lead Entity shall be responsible for ensuring that actions are taken (1) to remedy a breach committed by the Corporate Office or the Operating Businesses located in Third Countries; 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 located in Third Countries, 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 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, D2, D.6, D.8 and D.10. Accordingly, affected Individuals in these countries may take any action in their country to enforce these provisions against the Operating Business in breach of the BCRs.

- **8.** Cooperation with Supervisory Authorities: Operating Businesses shall provide any assistance required by Competent Supervisory Authority in connection with their enquiries and verifications in relation to the BCRs, including:
 - accepting to be audited and inspected, including where necessary on-site;

² With registered address at Viessmannstraße 1, D-35108 Allendorf (Eder), Germany, and registration number – Court of Marburg, number HRB 7562.



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- providing the results of audits upon request; and
- providing any information about the processing operations covered by the BCRs 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 Authority in compliance with EEA applicable laws.

Any dispute related to a Competent Supervisory Authority' exercise of supervision of compliance with the BCRs shall be resolved by the courts of the Member State of that Supervisory Authority, in accordance with that Member State's procedural law. Carrier agrees to submit to the jurisdiction of these courts.

9. Modification to these BCRs

Carrier shall keep these BCRs up-to-date in order to reflect regulatory requirements, including regulatory guidance regarding binding corporate rules.

- Carrier Lead Entity shall promptly notify the Competent Supervisory Authority if any amendment or variation is made to these BCRs that materially alters the level of protection of Personal Information set out therein. In addition, once a year, Carrier Lead Entity shall notify the Competent Supervisory 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 PAC, including all Regional Privacy Counsels, and DPOs, who shall, in turn, notify the bound Operating Businesses.
- Where a modification to these BCRs would possibly be detrimental to the level of the protection of Personal Information offered by the BCRs or significantly affect them (e.g., changes to the binding character, change of the Carrier Lead Entity), Carrier Lead Entity shall communicate that modification in advance to the Competent Supervisory Authority with a brief explanation of the reasons for the update.
- Carrier Lead Entity shall also notify the Competent Supervisory Authority once a year
 in instances where no changes have been made. The annual update or notification
 shall also include the renewal of the confirmation that Carrier Lead Entity has sufficient
 assets, or has made appropriate arrangements to enable itself to pay compensation
 for damages resulting from a breach of these BCRs.

The Chief Privacy Officer 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 Supervisory Authorities, upon request. In any event, the Carrier Privacy Lead or the

Carrier Lead Entity shall provide the Competent Supervisory 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 Operating Business until the new Operating Business is effectively bound by the BCRs and is able to comply with the BCRs. Where a non-EEA Operating Business ceases to be part of the Carrier 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, or anonymized in accordance with Section D.2(c).

10. 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 (publicly available here: https://corporate.carrier.com/BCR.) 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.

"Competent Supervisory Authority" means any Supervisory Authority competent for the Data Exporter under the GDPR.

"Carrier Integrity Line Program" means Carrier's "speak up" program whereby employees or external people can report - online or via phone - a confidentially concern involving alleged ethical or compliance misconduct.

"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.



- "(Carrier) Corporate Office" means the Carrier Global Corporation with offices 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.
- "Data Exporter" means the Carrier Corporate Office or any of the Operating Business making available to a Data Importer Personal Information pursuant to these BCRs.
- "Data Importer" means the Carrier Corporate Office or any of the Operating Business receiving from a Data Exporter Personal Information pursuant to these BCRs.
- "GDPR" means the General Data Protection Regulation.
- "HVAC" means heating, ventilation, and air conditioning.
- "Individual" means a natural person whose Personal Information is Processed by Carrier.
- "Intra-Group Agreement" means the formally binding agreement by which the Corporate Office and the Operating Business agree to be bound by these BCRs.
- "Operating Businesses" means the legal entities part of Carrier's corporate group, including their 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.
- "Third Country" means a country that is not part of the European Economic Area and that the European Commission has not recognized as providing an adequate level of protection of Personal Information.
- "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 Sections 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 shall 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.



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- 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 EEA 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 shall 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 shall 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 EEA 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.7, 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

Name	Jurisdiction	Full Address
AIR-COND International GmbH, Austria	Austria	HaushamerstraBe 2, Seiersberg, 8054, Austria
	Austria	Amhemseweg 10, 3e verdieping, Kamer 305, Amersfoort, 3817CH,
Antaris Solutions B.V., Netherlands	Netherlands	Netherlands
Arabian Air Conditioning Company Ltd.,		Tower 3, Floor 6, Building 7008, Tatweer Towers Al Mohammadia District,
Saudi Arabia	Saudi Arabia	Riyadh, 12361, Saudi Arabia
Automated Logic - Canada, Ltd., Ontario	Ontario	6060 Burnside Court, Unit One, Mississauga, Ontario, L5T 2T5, Canada
Automated Logic Australia Pty Limited,		
Australia	Australia	Unit 2 16 Natasha Street, Capalaba, QLD, 4157, Australia
Automated Logic Contracting Services, Inc.,		5900 Northwoods Business Parkway, Suite B, Charlotte, NC, 28269, United
Delaware	Delaware	States
Automated Logic Corporation, Georgia	Georgia	1150 Roberts Boulevard, Kennesaw, GA, 30144-3618, United States
Automated Logic Limited, England	England	Elite House, Guilford Road, Leatherhead, Surrey, KT22 9UT, England, United Kingdom
Berlinger & Co. AG, Switzerland	Switzerland	Mitteldorfstrasse 2, 9608, Ganterschwil, Switzerland
Parities at IICA IIIC Adaptacle and I	Massachuset	225 Foxborough Boulevard, Suite 203, Foxborough, MA, 02035, United
Berlinger USA LLC, Massachusetts	ts	States
Bio-Energie Allendorf GmbH, Germany	Germany	Viessmannstraße 1, Allendorf/Eder, 35108, Germany
CACI Aircon Private Limited, India		Capital Cyber Scape, 2nd Floor, Sector-59, Golf Course Extension Road,
CACI AIRCOIT I IIVate Litilited, Ilidia	India	Gurugram, Haryana, 122102, India



Carrier (Malaysia) SDN. BHD., Malaysia		Lot No. 4, Jalan P/6, Bandar Baru Bangi, Kajang, Selangor Darul Ehsan,
Carrier (Ividiaysia) 3DIN. BITD., Ividiaysia	Malaysia	43000, Malaysia
Carrier (Thailand) Limited, Thailand		1858/63-74 14th Floor, Interlink Tower, Debaratna Rd. Km.4.5, Bangna
Carrier (Thanana) Limited, Thanana	Thailand	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,
ivianagement (Shanghar) co., Lta	China	China
Carrier AirConditioning (Thailand) Co., Ltd.		144/9 Moo 5, Bangkadi Industrial Park, Tivanon Road, Tambol Bangkadi,
Carrier Air Conditioning (Thailand) Co., Etd.	Thailand	Amphur Muang, Pathumthani, 12000, Thailand
Carrier Air Conditioning Pty Ltd, Australia		
Carrier Air Conditioning 1 ty Eta, Australia	Australia	16 Butterfield Street, Blacktown, NSW 2148, Australia
Carrier Air Conditioning Sales & Service		6F, Building A, New Bund World Trade Center (I), No. 4, Lane 225, Dongyu
(Shanghai) Co Ltd, China	China	Road, Pudong New District, Shanghai, 200126, China
Carrier Aircon Lanka Private Limited, Sri		
Lanka	Sri Lanka	3507, Level 35 West Tower, World Trade Center, Colombo 01, Sri Lanka
Carrier Airconditioning & Refrigeration		Narsingpur, Kherki Daula Post, Delhi-Jaipur Highway, Gurugram, Haryana,
Limited, India	India	122004, India
Carrier Air-Conditioning & Refrigeration		
		6F, Building A, New Bund World Trade Center (I), No. 4, Lane 225, Dongyu
Sales (Shanghai) Co., Ltd, China	China	Road, Pudong New District, Shanghai, 200126, China
Carrier Air-Conditioning & Refrigeration		
System (Shanghai) Co., Ltd., China		
System (Shanghai) Co., Ltu., China	China	No. 388, Hai Huan Road, Baoshan District, Shanghai, China
Carrier Aire Acondicionado De Venezuela,		Av. Francisco Miranda - Ed. Roraima Of. 11f, Chacao, Caracas, 1060-A,
S.A., Venezuela	Venezuela	Venezuela



		Arods Industrivag 32 (Hisings Backa), Box 8946, Gothenburg, S-40273,
Carrier Aktiebolag, Sweden	Sweden	Sweden
Carrier ARCD Pte. Ltd, Singapore	Singapore	1 Venture Avenue #08-01, Perennial Business City, 608521, Singapore
Carrier Asia Limited, Hong Kong	Hong Kong	Unit 901, 9F, 8 Lam Chak Street, Kowloon Bay, Kowloon, Hong Kong
Carrier Australia Pty Ltd, Australia	Australia	314 Boundary Road, Dingley, VIC, 3172, Australia
Carrier Australia F ty Ltu, Australia	New	314 Boundary Noad, Dingley, Vic, 3172, Australia
Carrier Canada Corporation, New Brunswick	Brunswick	2740 Matheson Boulevard East, Unit 1, Mississauga, ON, L4W 4X3, Canada
Carrier Controls Limited, England		Elite House, Guilford Road, Leatherhead, Surrey, KT22 9UT, England,
Carrier Controls Emilical, England	England	United Kingdom
Carrier Corporation Regional Head Quarter		
Company, Saudi Arabia	Saudi Arabia	7051, Prince Sultan, 2661, Jeddah, Saudi Arabia
Carrier Corporation, Delaware	Delaware	13995 Pasteur Blvd, Palm Beach Gardens, FL, 33418, United States
Carrier Culoz S.A., France	France	431, Avenue Jean Falconnier, Culoz, 01350, France
Carrier Distribution Italy Srl, Italy	Italy	Via Sempione, 247, Pero (MI), 20016, Italy
CARRIER EMEA SAS, France	France	Le Cristalia, 3, rue Joseph Monier, Rueil-Malmaison, 92500, France
Carrier EMEA Verwaltungs GmbH, Austria	Austria	Viessmannstraße 1, Allendorf/Eder, 35108, Germany
Carrier Experts Service (Central Malaysia)		
Sdn. Bhd., Malaysia	Malaysia	Lot 4, Jin P/6, Bandar Baru Bangi, Selangor, 43650, Malaysia
Carrier Fire & Security EMEA BV, Belgium	Belgium	3, De Kleetlaan, Diegem, 1831, Belgium
Carrier Foundation, Inc., Florida	Florida	13995 Pasteur Blvd, Palm Beach Gardens, FL, 33418, United States
Carrier France SCS, France	France	Immeuble Carnot Plaza, 16 avenue Carnot, Massy, 91033, France
Carrier Guam, Inc., Guam	Guam	188 Tun Joaquin Flores Road, Building #2, Tamuning, 96931, Guam
Carrier Holdings Australia Pty Ltd, Australia	Australia	10 Ferntree Place, Notting Hill, Victoria, 3168, Australia



Carrier Hong Kong Limited, Hong Kong	Hong Kong	Unit 901, 9F, 8 Lam Chak Street, Kowloon Bay, Kowloon, Hong Kong
Carrier HVAC Equipment (Hangzhou) Co.,		No.181, Weiken Street, Baiyang Block, Hangzhou Qiantang Area, Zhejiang
Ltd., China	China	Province, China
Carrier HVAC Sales & Service (Shanghai) Co.,		
Ltd., China	China	Rm 501, 268 Middle Xizang Road, Huangpu District, Shanghai, China
Carrier Innovation Technologies GmbH,		
Switzerland	Switzerland	Am Mattenhof 2d, Kriens, 6010, Switzerland
Carrier International Deutschland GmbH,		c/o Carrier Klimatechnik GmbH, Gutenbergstraße 1, Ismaning, 85737,
Germany	Germany	Germany
Carrier International Sdn. Berhad, Malaysia		Lot No. 4, Jalan P/6, Bandar Baru Bangi, Kajang, Selangor Darul Ehsan,
Carrier International Sun. Bernau, Malaysia	Malaysia	43000, Malaysia
Carrier Japan Air Technology Corporation,		
Japan	Japan	2-7-2 Kandasudacho, Chiyoda-ku, Tokyo, 101-0041, Japan
Carrier Japan Corporation, Japan	Japan	Gate City Osaki West Tower, 1-11-1 Osaki, Shinagawa-ku, Tokyo, Japan
Carrier Japan Engineering Corporation,		
Japan	Japan	336 Tadehara, Fuji, Shizuoka, 416-0931, Japan
Carrier Kältetechnik Schweiz AG aka Carrier		
Refrigeration Switzerland Ltd	Switzerland	Netzibodenstr. 32, Pratteln, 4133, Switzerland
Carrier Klimatechnik GmbH, Germany	Germany	Gutenbergstraße 1, D-85737 Ismaning, Germany
Carrier Kuwait Airconditioning K.S.C. Kuwait		Shuwaikh Industrial Area, Section1, Street 11, Building 62, Shuwaikh,
Carrier Kuwait Airconditioning K.S.C., Kuwait	Kuwait	Kuwait
Carrier Linde Refrigeration Philippines, Inc.,		KM. 20 East Service Road, Barangay Buli, Muntinlupa City, Alabang,
Philippines	Philippines	Philippines
Carrier Manufacturing GNIEZNO S.P. Z.O.O,		
Poland	Poland	ul. Gdańska 131, Gniezno, 62-200, Poland



		Galeana No. 469 Ote., El Lechugal, Santa Catarina, Nuevo Leon, C.P.
Carrier Mexico II, S. de R.L. de C.V., Mexico	Mexico	66376, Mexico
Carrier Mexico, S.A. de C.V., Mexico		Galeana No. 469 Ote., El Lechugal, Santa Catarina, Nuevo Leon, 66376,
Carrier Mexico, S.A. de C.V., Mexico	Mexico	Mexico
Carrier Midea North America LLC, Delaware	Dala and	2200 Pi as and Park an Albaria GA 20220 Haita di Stata
	Delaware	3300 Riverwood Parkway, Atlanta, GA, 30339, United States
Carrier Montilla, S.A.U., Spain	Spain	Polig. Llanos de Jarata, Montilla, Cordoba, 14550, Spain
Carrier Montluel SCS, France	France	Route de Thil, La Boisse, 01120, France
Carrier Overseas Service, Limited, Delaware	Delaware	13995 Pasteur Blvd, Palm Beach Gardens, FL, 33418, United States
Carrier Oy, Finland	Finland	Hitsarinkatu 2, Turku, 20360, Finland
CARRIER PENSION TRUSTEE LIMITED,		Elite House, Guilford Road, Leatherhead, Surrey, KT22 9UT, England,
England	England	United Kingdom
CARRIER Polska Sp. z o.o., Poland	Poland	13 Konstruktorska Street, Warsaw, 02-673, Poland
Carrier Portugal Ar Condicionado, Lda,		
Portugal	Portugal	Estrada de Mem Martins, nº 7, Mem Martins, Sintra, 2725-109, Portugal
Carrier Reefers & Gensets B.V., Netherlands	Netherlands	Waalhaven Oostzijde 85, 3087 BM Rotterdam, Netherlands
Carrier Refrigeracao Brasil Ltda., Brazil		Rua Mauricio Sirotski Sobrinho, No. 274, Cachoeirinha, Rio Grande do Sul,
Carrier Refrigeracao Brasil Llua., Brazil	Brazil	94.930-370, Brazil
Carrier Refrigeration Operation Czech	Czech	
Republic s.r.o, Czech Republic	Republic	Lidická 323, Beroun 3, 26639, Czech Republic
Carrier Refrigeration Operation Italy Srl, Italy	Italy	Via Sempione, 247, Pero (MI), 20016, Italy
Carrier Refrigeration Operations France SAS,		
France	France	Rue Saint Marc, Romorantin Lanthenay, 41200, France



Carrier Refrigeration Rus Limited Liability	Russian	33, Premises XI, 1st Floor, Building 38A, Block 14, Street - 2nd
Company, Russian Federation	Federation	Khutorskaya, Moscow, 127287, Russian Federation
Carrier Refrigeration Sweden AB, Sweden	Sweden	Arods Industrivag 32 (Hisings Backa), Box 8946, Gothenburg, S-40273, Sweden
Carrier Rental Systems (UK) Limited, Scotland	Scotland	8 Maxwell Square, Brucefield Industrial Park, 8 Maxwell Square, Brucefield Industrial Park, Livingston, EH54 9BL, Scotland, Livingston, EH54 9BL, Scotland
Carrier Rental Systems Asia Pte Ltd, Singapore	Singapore	1 Venture Avenue #08-02, Perennial Business City, 608521, Singapore
Carrier Rental Systems Malaysia Sdn. Bhd., Malaysia	Malaysia	Suite 801 (8th floor) Merlin Tower, Jalan Meldrum, Johor Bahru, 80000, Malaysia
Carrier Research Center, Inc., Delaware	Delaware	13995 Pasteur Blvd, Palm Beach Gardens, FL, 33418, United States
Carrier RLC EMEA Holding GmbH, Germany	Germany	Viessmannstraße 1, Allendorf/Eder, 35108, Germany
Carrier RLC Europe SAS, France	France	RTE DE THIL, Montluel, 01120, France
Carrier S.A. Industria E Comercio, Brazil	Brazil	Av. Nilo Pecanha 50, Grupo 1717, Rio de Janeiro, Brazil, 20044-900, Brazil
CARRIER SAS, France	France	Route de Thil, Montluel, 01120, France
Carrier Singapore (PTE) Limited, Singapore	Singapore	1 Venture Avenue #08-02, Perennial Business City, 608521, Singapore
Carrier Solutions UK Ltd, England	England	Porsham Close, Roborough, Plymouth, Devon, PL6 7DB, England, United Kingdom
Carrier South Africa Proprietary Limited, South Africa	South Africa	260 Boeing Road East, Elma Park, Bedfordview, 2007, South Africa



Carrier Taiwan Co., Ltd., Taiwan (Province of		15F, No. 156, Sec. 1, Zhongshan Road, Banqiao Dist., New Taipei City,
China)	Taiwan	22065, Taiwan (Province of China)
Carrier Technologies India Limited, India		Unit No. 4B, 2nd Floor, The Centrium, Lal Bahadur Shastri Marg, Kurla
Carrier reciniologies india Limited, india	India	West, Mumbai, Maharashtra, 400070, India
Carrier Transicold (UK) Limited, England		Willis Carrier House, 260 Cygnet Court, Centre Park, Warrington, Cheshire,
Carrier Transicola (OK) Elimitea, Eligiana	England	WA1 1RR, England, United Kingdom
Carrier Transicold Austria GmbH, Austria		
, , , , , , , , , , , , , , , , , , , ,	Austria	Tagerbachstraße 6, St. Florian, A=4490, Austria
Carrier Transicold Belgium BV, Belgium	Dala'	Karalashaa 20 2160 Masaashaan Bala'aa
	Belgium	Koralenhoeve 8a, 2160, Wommelgem, Belgium
Carrier Transicold Brasil Equipamentos de Ar		
Condicionado e de		Avenida dos Ferroviários, 215, Salas 1101-1107 Centro, Esteio, RS, Centro,
Refrigeração para Transportes Ltda., Brazil	Brazil	Esteio, RS, CEP 93265-150, Brazil
Carrier Transicold Container Products B.V.,	DIAZII	LStC10, NS, CE1 33203 130, Brazil
Netherlands	Netherlands	Waalhaven Oostzijde 85, 3087 BM Rotterdam, Netherlands
Carrier Transicold Container Products	Netherlands	
	Hong Kong	Unit 8 – 9, 4/F., Vanta Industrial Centre, 21 – 33 Tai Lin Pai Road, Kwai
Limited, Hong Kong	Hong Kong	Chung, NT, Hong Kong
Carrier Transicold Container Products		Suite-201 Central Square, 2-16-11 Nihonbashi, Chuo-Ku, Tokyo, 103-0027,
Limited, Japan	Japan	Japan
Carrier Transicold De Mexico, S. de R.L. de		Av. Insurgentes Sur No. 664, Cuarto piso, Colonia del Valle Centro, Alcaldía
C.V., Mexico		Benito Juarez, Colonia del Valle Centro, Alcaldía Benito Juarez, Ciudad de
C.V., IVICAICO	Mexico	Mexico, 03100, Mexico
Carrier Transicold Deutschland GmbH,		Luebecker Strasse 5-7, Postfach 11 09, Georgsmarienhuette, 49124,
Germany	Germany	Germany



Carrier Transicold Espana, S.A., Spain	Spain	12, Avenida de Italia, Coslada, 28821, Spain
Carrier Transicold Europe, France	France	Le Cristalia, 3, rue Joseph Monier, Rueil-Malmaison, 92500, France
Carrier Transicold France France		MIN de Rouen Avenue du Commandant Bicheray, Rouen Cedex, 76108,
Carrier Transicold France, France	France	France
Carrier Transicold Hong Kong Limited, Hong		Unit 8 – 9, 4/F., Vanta Industrial Centre, 21 – 33 Tai Lin Pai Road, Kwai
Kong	Hong Kong	Chung, NT, Hong Kong
Carrier Transicold Hungaria Kft, Hungary	Hungary	Ulászló utca 27. fszt 1., Budapest, 1114, Hungary
Carrier Transicold Industries, France	France	810, Route de Paris, B.P. 16, Franqueville Saint Pierre, Boos, 76520, France
Carrier Transicold Italia S.r.l., Italy	Italy	Viale Dell Industria n.14, Zona D3, Alessandria, 15121, Italy
Carrier Transicold Limited, Delaware	Delaware	13995 Pasteur Blvd, Palm Beach Gardens, FL, 33418, United States
Carrier Transicold Netherlands B.V.,		
Netherlands	Netherlands	Waalhaven Oostzijde 85, 3087 BM Rotterdam, Netherlands
Carrier Transicold Polska Sp. z o.o., Poland		
Carrier Transicola Polska Sp. 2 0.0., Polana	Poland	ul. Bobrowiecka 1, Warszawa, 00-728, Poland
Carrier Transicold Pte. Ltd, Singapore	Singapore	251 Jalan Ahmad Ibrahim, 629146, Singapore
Carrier Transicold Scandinavia A/S, Denmark		
Carrier Transicola Scandinavia A/S, Deninark	Denmark	Industrivej 30, DK- 6330, Padborg, Denmark
Carrier Transicold Sweden AB, Sweden		
currer transfeora sweden 715, sweden	Sweden	Torbornavägen 22, 253 68 Helsingborg, Sweden
Carrier Treasury Services Ireland Limited,		
Ireland	Ireland	2 Dublin Landings, North Wall Quay, Dublin 1, D01 C4E0, Ireland
Carrier Vietnam Air Conditioning Company		7th Floor, Intan Building, 97 Nguyen Van Troi Street, Phu Nhuan Dist,
Limited, Vietnam	Vietnam	Hochiminh City, Vietnam
Carrier Warranty Holdings, LLC, Delaware		
Carrier warranty florants, ELC, Delaware	Delaware	13995 Pasteur Blvd, Palm Beach Gardens, FL, 33418, United States



		Oak House, Littleton Road, Ashford, Middlesex, TW15 1TZ, England,		
Chubb Holdings (Pty) Ltd, South Africa	South Africa	United Kingdom		
Chubb Security Investments (Pty) Ltd, South		Oak House, Littleton Road, Ashford, Middlesex, TW15 1TZ, England,		
Africa	South Africa	United Kingdom		
CIATESA Servicio de Asistencia S.A., Spain	Spain	Polig. Llanos de Jarata, Montilla, Cordoba, 14550, Spain		
Climate & Controls Benelux B.V.,				
Netherlands	Netherlands	Papendorpseweg 83, 3528 BJ Utrecht, Netherlands		
Climate, Controls & Security Argentina S.A.,		Av. Córdoba 1309, Piso 3A, Ciudad Autonoma de Buenos Aires, Buenos		
Argentina	Argentina	Aires, Argentina		
Climate, Controls & Security do Brasil Ltda.,		Rodovia Fernão Dias, Km 928,8, Rodeio, city of Extrema, State of Minas		
Brazil	Brazil	Gerais, 37640-000, Brazil		
Climony GmbH, Germany	Germany	Zionskirchstraße 73A, Berlin, 10119, Germany		
Clipper Enterprises Limited, United Kingdom	United	Unit 8 The Centurion Centre, Castlegate Business Park, Old Sarum,		
Chipper Enterprises Elimited, Offited Kingdom	Kingdom	Salisbury, Wiltshire, SP4 6QX, England, United Kingdom		
Comercial Sensitech South America		Avenida del Valle N° 961, oficina 1706, Ciudad Empresarial comuna de		
Limitada, Chile	Chile	Huechuraba, Santiago de Chile, Chile		
Connectivity Solutions GmbH (ehem.				
Wibutler / Vi-Acht), Germany	Germany	Viessmannstraße 1, Allendorf/Eder, 35108, Germany		
Dah Fung Hong (Holdings) Company Limited,				
Hong Kong	Hong Kong	Unit 901, 9F, 8 Lam Chak Street, Kowloon Bay, Kowloon, Hong Kong		
DBT Digital Building Technology GmbH & Co.				
KG, Germany	Germany	Weseler Straße 539, Münster, 48163, Germany		
DTKO BV, Netherlands	Netherlands	Galvanibaan 5, 3439 MG, Nieuwegein, Ultrecht, NL, 3439 MG, Netherlands		
EcoEnergy Insights Limited, India		Bren Optimus, No 8/2, 3rd floor, Dr M H Marigowda Road, Karnataka,		
Leochergy margines chilined, mula	India	Bangalore, 560029, India		



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Edward B. Ward & Company, Inc., California	California	13995 Pasteur Blvd, Palm Beach Gardens, FL, 33418, United States			
Energy Infrastructure, LLC, Delaware	Delaware	1 Research Drive, Suite 400C, Westborough, MA, 01581, United States			
Environmental Market Solutions, Inc., China	China	6F, Building A, New Bund World Trade Center (I), No. 4, Lane 225, Dong Road, Pudong New District, Shanghai, 200126, China			
Environmental Market Solutions, Inc.,	District of				
District of Columbia	Columbia	13995 Pasteur Blvd, Palm Beach Gardens, FL, 33418, United States			
Etanomics Italia srl, Italy	Italy	Piazzale Biancamano, no. 8, Milano (MI), 20121, Italy			
FIT SERVICE S.P.A., Italy	Italy	Via Ing Pilade Riello 7, Legnago (VR), 37045, Italy			
FörderProfi GmbH (ehem: Johanna 310 Vermögensverwaltungs GmbH	Germany	Zionskirchstraße 73A, Berlin, 10119, Germany			
Global Comfort Solutions LLC, Delaware	Delaware	13995 Pasteur Blvd, Palm Beach Gardens, FL, 33418, United States			
Guangdong Carrier Heating, Ventilation & Air Conditioning Company Limited	China	No. 28-5, Eastern Industrial Park, Lishui Town, Nanhai District, Foshan, Guangdong Province, China			
Guangdong Giwee Electronics Commerce		Room 106, No.28 Eastern Industrial Zone, N, Lishui Town, Nanhai District,			
Co., Ltd, China	China	Foshan, Guangdong Province, China			
Guangdong Giwee Group Co., LTD, China	China	No.28 Eastern Industrial Zone, Lishui Town, Nanhai District, Foshan, Guangdong Province, China			
Guangdong Giwee Technology Co., Ltd,		No.28 Eastern Industrial Zone, Lishui Town, Nanhai District, Foshan,			
China	China	Guangdong Province, China			
HVAC Clima, Servicio y Controles Iberia, S.L.,					
Spain	Spain	Avenida Real de Pinto, n°91, Edificio C, Escalera 2, Madrid, 28021, Spain			
ICP International Holdings Inc., Cayman	Cayman	P.O. Box 219, Fifth Floor, Butterfield House, George Town, Grand Cayman,			
Islands	Islands	British Virgin Islands			



ICP Petroleum Inc., Delaware	Delaware	650 Heil Quaker Avenue, Lewisburg, TN, 37091, United States				
ithinx GmbH (vorher: Blitz 15_231 GmbH),						
Germany	Germany	Am Kabellager 7, Köln, 51063, Germany				
Johann Burchasar CmhH. Carmany		c/o Carrier Klimatechnik GmbH, Gutenbergstraße 1, Ismaning, 85737,				
Johann Purchaser GmbH, Germany	Germany	Germany				
KFI Wind-Down Corp., Delaware	Delaware	400 Main Street, Ashland, MA, 01721, United States				
Kidde Holding (Thailand) Co., Limited,		14th-15th Floor Interlink Tower, 1858/63-74 Bangna-Trad Road Km. 4.5,				
Thailand	Thailand	Bangna, Bangkok, 10260, Thailand				
		1st Floor, Ash House, Littleton Road, Ashford, Middlesex, TW15 1TZ,				
Kidde IP Holdings Limited, England	England	England, United Kingdom				
Kidde plc Inc., Delaware	Delaware	13995 Pasteur Blvd, Palm Beach Gardens, FL, 33418, United States				
Viddo Products Limited England		Stokenchurch House, Oxford Road, Stokenchurch, Buckinghamshire, HP14				
Kidde Products Limited, England	England	3SX, England, United Kingdom				
		1st Floor, Ash House, Littleton Road, Ashford, Middlesex, TW15 1TZ,				
Kidde Securities Limited, England	England	England, United Kingdom				
Montana Technologies LLC, Delaware	Delaware	34361 Innovation Drive, Ronan, MT, 59864, United States				
Nihon Sensitech Corporation, Japan		Suite-201 Central Square, 2-16-11 Nihonbashi, Chuo-Ku, Tokyo, 103-0027,				
Millori Serisitecii Corporation, Japan	Japan	Japan				
Nlyte Software Americas Limited, United	United	Porsham Close, Roborough, Plymouth, Devon, PL6 7DB, England, United				
Kingdom	Kingdom	Kingdom				
Nlyte Software Holdings Inc., Delaware						
Niyte Software Holdings Inc., Delaware	Delaware	13995 Pasteur Blvd, Palm Beach Gardens, FL, 33418, United States				
		Flat No 202, Gangadhar Parvati Apartments, Survey No 1815, Near				
Nlyte Software India LLP, India	India	Vldyarthi Gruh, Sadashiv Peth, Pune, Maharashtra-4, India				
Nlyte Software Limited, United Kingdom	United	Porsham Close, Roborough, Plymouth, Devon, PL6 7DB, England, United				
inited, office kinguoni	Kingdom	Kingdom				



NORESCO Puerto Rico, LLC, Delaware	Delaware	1 Research Drive, Suite 400C, Westborough, MA, 01581, United States			
NORESCO, Inc., Delaware	Delaware	1 Research Drive, Suite 400C, Westborough, MA, 01581, United States			
Noresco, LLC, Delaware	Delaware	1 Research Drive, Suite 400C, Westborough, MA, 01581, United States			
NORESCO-SG, LLC, Delaware	Delaware	1 Research Drive, Suite 400C, Westborough, MA, 01581, United States			
Nuove Energie s.r.l	Italy	Via Brennero, No. 56, Pescantina (VR), 37026, Italy			
Onity SA, Argentina	Argentina	Av. Córdoba, 1309, Piso 3-A, Buenos Aires, Argentina			
Peccon GmbH, Germany	Germany	Franz-Mayer-Straße 1, Regenurg, 93053, Germany			
PSV Project Service and Value S.r.l., Italy	Italy	Via Vigonovese, no. 50/D, Padova (PD), 35127, Italy			
Q-Carrier (B) Sendirian Berhad, Brunei	Brunei				
Darussalam	Darussalam	P.O. Box 427, Seri Complex, Bandar Seri Begawan, Brunei Darussalam			
Riello America LLC, New Jersey	New Jersey	35 Pond Park Road, Hingham, MA, 02043, United States			
Riello Canada Inc., Ontario	Ontario	2165 Meadowpine Boulevard, Mississauga, ON, L5N 6H6, Canada			
RIELLO FRANCE SA, France	France	Espace Vinci - Balthaus 3A 24/28, Avenue Graham Bell, Bussy Saint George, 77600, France			
Riello Heating Equipment (Shanghai) Co Ltd, China	China	388 Jinbai Road, Jinshan Industrial Zone, Shanghai, 201506, China			
Riello Ltd, United Kingdom	United Kingdom	Unit 6 - The Ermine Centre, Ermine Business Park, Huntingdon/Cambs, PE29 6WX, England			
Riello NV, Belgium	Belgium	Leopoldstraat 114, Ninove, 9400, Belgium			
RIELLO PALNIKI SP.Zoo, Poland	Poland	Ul. Polnocna 15-19, 54-105 Wroclaw, Poland			
Riello RO S.r.l., Romania	Romania	20 Copilului Street, District 1, Bucharest, 012178, Romania			
Riello S.A., Switzerland	Switzerland	Via Brusighell 14, 1° piano, 6807 - Taverne, Switzerland			
RIELLO S.P.A., Italy	Italy	Via Ing Pilade Riello 7, Legnago (VR), 37045, Italy			
Riello Trading (shanghai) Co.Ltd, China	China	388 Jinbai Road, Jinshan Industrial Zone, Shanghai, 201506, China			



RUG RIELLO URZADZENIA GRZEWCZE SA,						
Poland	Poland	UI. Kociewska 28/30, 87-100 Torun, Poland				
		Meridian House Peters Way, East Point Business Park, Sandy Lane West,				
Sensitech (UK) Limited, England	England	Oxford, OX4 6LB, England				
Sensitech Canada Inc., Alberta	Alberta	1 Valleywood Drive, Unit 6, Markham, Ontario, L3R 5L9, Canada				
Sensitech EMEA B.V., Netherlands	Netherlands	Warmonderweg 11, 2171 AH, PO Box 270, 2170 AG, Sassenheim, Netherlands				
Sensitech France S.a.r.L., France	France	Le Cristalia, 3, rue Joseph Monier, Rueil-Malmaison, 92500, France				
Sensitech Iberica SL, Spain	Spain	Addvante (accountant)) Av. Diagonal, 482, Barcelona, 08006, Spain				
Sensitech Inc., Delaware	Delaware	800 Cummings Center, Suite 258X, Beverly, MA, 01915, United States				
Sensitech Pty Limited, Australia	Australia	63 Stead Street, Suite 102, Level 1, South Melbourne, VIC, 3205, Australia				
Shandong Fuerda Air-Conditioning		No. 1 Guangdong Road, Industrial Park, Haiyang City, Shandong Province,				
Equipment Co., Ltd., China	China	China				
Shanghai Carrier Transicold Equipment Co.,						
Ltd, China	China	No. 1235, Yecheng Road, Jiading District, Shanghai, 201821, China				
Shanghai Yileng Carrier Air Conditioning						
Equipment Company Limited, China	China	868 Yang Tai Road, Yang Hang, Baoshan, Shanghai, 201901, China				
SSS Carrier, S. de R.L. de C.V., Mexico	Mexico	Galeana No. 469 Ote., El Lechugal, Santa Catarina, Nuevo Leon, C.P. 66376, Mexico				
Tianjin Yuanchang Reefer Container Service		China Tianjin Tanggu District Free Frade Port, Haipin 6 Road No 48, Tianjin,				
Co., Ltd, China	China	China				
Toshiba Carrier North America, Inc.,						
Delaware	Delaware	1025 Cobb Place Boulevard, Kennesaw, GA, 30144, United States				
TRS Transportkoeling B.V., Netherlands	Netherlands	De Scheysloot 71, 2201 GN Noordwijk, Netherlands				



UHS SYSTEMS PTY LTD, Australia	Australia	10 Ferntree Place, Ferntree Business Park, Notting Hill, VIC, 3168, Australia				
UTEC, Inc., Delaware	Delaware	111 E Wayne Street, Suite 800, Fort Wayne, IN, 46802				
VCS Holding Two SE & Co. KG, Germany	Germany	Viessmannstraße 1, Allendorf/Eder, 35108, Germany				
ViAir AG, Switzerland	Switzerland	Bleichistraße 8, Zug, 6300, Switzerland				
Viessmann (Schweiz) AG, Switzerland	Switzerland	Industriestraße 124, Spreitenbach, Schweiz, 8957, Switzerland				
Viessmann A/S, Denmark	Denmark	Guldalderen 2, Hedehusene, DK-2640, Denmark				
Viessmann Australia PTY Ltd., Australia	Australia	314 Boundary Road, Dingley, VIC, 3172, Australia				
Viessmann Belgium BV (ehemals Viessmann Belgium BVBA), Belgium	Belgium	Hermesstraat 14, Zaventem (Nossegem), B 1930, Belgium				
Viessmann China Ltd., Hong Kong	Hong Kong	Unit 16, 17/F. Millenium City, 2 378 Kwum Tong Road Kwon Tong, Kowloon, Hong Kong, China				
Viessmann Climate Solutions Berlin GmbH (ehem. VC/O GmbH; ehem. Vi Digital GmbH)	Germany	Friedrichstraße 148, Berlin, 10117, Germany				
Viessmann Climate Solutions SE, Germany	Germany	Viessmannstraße 1, Allendorf/Eder, 35108, Germany				
Viessmann CS Real Estate SE & Co. KG, Germany	Germany	Viessmannstraße 1, Allendorf/Eder, 35108, Germany				
Viessmann d.o.o., Croatia	Croatia	Ulica Dr. Luje Naletilica 29, Zagbreb, 10020, Croatia				
Viessmann d.o.o., Slovenia	Slovenia	Cesta XIV. divizije 116a, Maribor, SI 2000, Slovenia				
Viessmann Deutschland GmbH, Germany	Germany	Viessmannstraße 1, Allendorf/Eder, 35108, Germany				
Viessmann DOO, Serbia	Serbia	Pivljanina Baja 1, Beograd, 11000, Serbia				



Viessmann Elektronik GmbH, Germany	Germany	Beetwiese 2, Allendorf/Eder, 35108, Germany			
Viessmann Engineering s.r.l., Italy	Italy	Via Brennero, No. 56, Pescantina (VR), 37026, Italy			
Viessmann EOOD, Bulgaria	Bulgaria	Blvd. Bulgaria, 109, Vertigo Business Tower, Sofia, 1401, Bulgaria			
Viessmann Faulquemont SAS, France	France	avenue André Gouy, Faulquemont, F 57380, France			
Viessmann France SAS	France	avenue Engele André Gouy, Faulquemont, F 57380, France			
Viessmann Fütéstechnika Kft., Hungary	Hungary	Süssen u. 3, Törökbalint, 2045, Hungary			
Viessmann Gesellschaft m.b.H., Austria	Austria	Viessmannstraße 1, Steinhaus bei Wels, A 4641, Austria			
Viessmann Heating Technology Beijing Co.		Area B, Beijing Tianzhu Airport, Industrial Zone Shnyi District, No. 26			
Ltd., China	China	Yumin Street, Beijing, 101318, China			
Viessmann Heating Technology Dachang		Road 1, Dachang Industrial Zone South Area, Dachang Hui Autonomy			
Co., Ltd., China	China	County HeiBei Province, Qi Ge Zhuang Town, China			
Viessmann Heating Technology Zhejiang Co.,		No.2406 Xinming Road, Pinghu Economic and Technological Zone, Jiaxing,			
Ltd., China	China	Zhejiang Province, 314200, China			
Viessmann Holding AG, Switzerland	Switzerland	St. Jakob Straße 7, Basel, Schweiz, 4052, Switzerland			
Viessmann Holding Austria GmbH, Austria	Austria	Viessmannstraße 1, Steinhaus bei Wels, A 4641, Austria			
Viessmann Holding International GmbH,					
Germany	Germany	Viessmannstraße 1, Allendorf/Eder, 35108, Germany			
Viessmann Holding International					
Verwaltungs GmbH, Germany	Germany	Viessmannstraße 1, Allendorf/Eder, 35108, Germany			
Viessmann Holzheiztechnik GmbH, Austria	Austria	Viessmannstraße 1, Steinhaus bei Wels, A 4641, Austria			



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Viessmann Industrie France SAS, France		6, avenue de Bruxelles, Terrasses des Collines, Parc des Collines,
viessinarii industrie i funee sas, i funee	France	Didenheim, 68350, France
Viocemann Industria Holding SAS Franco		6, avenue de Bruxelles, Terrasses des Collines, Parc des Collines,
Viessmann Industrie Holding SAS, France	France	Didenheim, 68350, France
Viessmann Industriekessel Mittenwalde		
GmbH, Germany	Germany	Berliner Chaussee 3, Mittenwalde, 15749, Germany
Viessmann Isi Teknikleri Ticaret A.S., Turkey	Turkey	Serifali Mah. Söylesi Sok. No: 39, Ümraniye - Istanbul, 34775, Turkey
Viessmann IT Service GmbH, Germany	Germany	Viessmannstraße 1, Allendorf/Eder, 35108, Germany
Viessmann Kraft-Wärme-Kopplung GmbH,		
Germany	Germany	Emmy-Noether-Str. 3, Landsberg am Lech, 86899, Germany
Viessmann Limited, United Kingdom	United	
	Kingdom	Hortonwood 30, Telford, TF1 7YP, England, United Kingdom
Vicesmann II C. Illumine		V. Chaiky str, 16, Kyiv Region, Kyievo-Sviatoshynsky district, Chaiky, 08130,
Viessmann LLC, Ukraine	Ukraine	Ukraine
Viessmann LLC, Uzbekistan	Uzbekistan	Salar Bo'yi, 7, Tashkent, 100056, Uzbekistan
Viessmann Logistik International GmbH,		
Germany	Germany	Viessmannstraße 1, Allendorf/Eder, 35108, Germany
Viessmann Manisa Isi Teknolojileri Sanayi ve		Keciliköy Osb Mahallesi Manisa Organize, Sanayi Bölgesi IV. Kisim, Hassan
Ticaret Limited Sirketi, Turkey	Turkey	Türek Bulvari No: 19, Merkez / Manisa, Turkey
Viessmann Manisa Sales Marketing and		
Trade Ltd.		
(Viessmann Manisa Satış Pazarlama ve		
Ticaret Limited Şirketi, Manisa), Turkey		Manisa Osb IV. Kısım Keçiliköy Osb, Mah. Hasan Türek Blv. No: 19,
3,,	Turkey	Yunusemre / Manisa, Turkey



Viessmann Manufacturing Company (U.S.)		
Inc., Rhode Island	Rhode Island	45 Access Road, Warwick, RI, 02886, United States
Viessmann Manufacturing Company Inc.,		
Canada	Canada	750 McMurray Road, Waterloo, ON, N2V 2G5, Canada
Viessmann Middle East FZE, United Arab	United Arab	HQ Building, E-Wing, 6th Floor, Office 605, Dubai Silicon Oasis, P.O. Box
Emirates	Emirates	341330, Dubai, United Arab Emirates
Viessmann Nederland B.V., Netherlands	Netherlands	Lisbaan 8, LN Capelle a/d IJssel, NL-2908, Netherlands
Viessmann Oy, Finland	Finland	Äyritie 8 A, Vanta, 01510, Finland
Viessmann s r.o., Slovakia	Slovakia	Ivanska cesta, Bratislava, SK 82104, Slovakia
Viessmann S.L., Spain	Spain	c/.Sierra Nevada, 13, A.E.Andalucia Pinto, Madrid, 28320, Spain
Viessmann S.r.l., Italy	Italy	Via Brennero, No. 56, Pescantina (VR), 37026, Italy
Viessmann Services Poland Sp. z o.o. (ehemals Viessmann Refrigeration Solutions Operations Sp. z o.o. Wroclaw), Poland	Poland	ul. Jaworzynska 289, Legnica, PL 59-220, Poland
Viessmann Shared Service GmbH, Germany	Germany	Viessmannstraße 1, Allendorf/Eder, 35108, Germany
Viessmann SIA, Latvia	Latvia	Araisu iela 37, Riga, LV 1039, Latvia
Viessmann Singapore PTE Ltd, Singapore	Singapore	25 International Business Park, #04-01/02 German Centre, 609916, Singapore
Viessmann Solutions & Services GmbH,		
Germany	Germany	Zionskirchstraße 73A, Berlin, 10119, Germany
Viessmann Sp. z o.o., Poland	Poland	ul. Karkonoska 65, Wroclaw, PL 53-015, Poland
Viessmann SRL, Romania	Romania	DN 1 km 174+947 Nr. 2, Ghimbav, Brasov, RO 507075, Romania



Viessmann Technika Dombóvár Kft.,					
Hungary	Hungary	Munkas ter 1., Dombovar, H -7200, Hungary			
Viessmann Technika Grzewcza Sp. z o.o.,					
Poland	Poland	ul. Jaworzynska 289, Legnica, PL 59-220, Poland			
Viessmann Technology Vietnam Company		Nhà xưởng số 7, Lô G, Khu Công Nghiệp An Phước, Xã An Phước, Huyện			
Limited, Vietnam	Vietnam	Long Thành, Tỉnh Đồng Nai, Vietnam			
Viessmann UAB, Lithuania	Lithuania	Gelezinio Vilko g. 6b, Vilnius, LT-03150, Lithuania			
Viessmann Värmeteknik AB, Sweden	Sweden	Isafjordsgatan 5, 164 40, Kista, Sweden			
Viessmann Vietnam Co. Ltd., Vietnam	Vietnam	33 Le Duan, Ho Chi Minh City, Vietnam			
Viessmann Werke Allendorf GmbH,					
Germany	Germany	Viessmannstraße 1, Allendorf/Eder, 35108, Germany			
Viessmann Workforce GmbH, Germany		Kurhessenstraße 2, Gewerbegebiet Ost, Mörfelden-Walldorf, 64546,			
viessinaliii workiorce dilibri, derilialiy	Germany	Germany			
Viessmann, spol. s r.o., Czech Republic	Czech	Plzeňská 189, Chrášťany (Gemeinde: Rudná u Prahy), CZ 252 19, Czech			
viessmann, spoi. s r.o., czech kepublic	Republic	Republic			
VOKERA (IRELAND) LIMITED, Ireland	Ireland	West Court, Callan, Co., Kilkenny, Ireland			
Vokora Itd. United Kingdom	United	Borderlake House Unit 7, Riverside Industrial Estate, London Colney St.			
Vokera Ltd, United Kingdom	Kingdom	Albans, Hertfordshire, AL2 1HG, England			
VWB Real Estate GmbH & Co. KG, Germany		N			
·	Germany	Viessmannstraße 1, Allendorf/Eder, 35108, Germany			
Waldhauser GmbH & Co. Wärmetechnik KG,					
Germany	Germany	Hirtenweg 2, Grünwald, 82031, Germany			
Waldhauser GmbH, Germany	Germany	Hirtenweg 2, Grünwald, 82031, Germany			
		1st Floor, Ash House, Littleton Road, Ashford, Middlesex, TW15 1TZ,			
Walter Kidde Limited, England	England	England, United Kingdom			



Worthington Holdings B.V., Netherlands	Netherlands	Waalhaven Oostzijde 85, 3087 BM Rotterdam, Netherlands
	netheriands	waainaven Oostzijde 85, 3087 Bivi Rotterdam, Netherlands



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

Name(s): Name, including given, family, middle, any suffix (such as Junior or Senior), and salutation (such as Mr. or Ms.)

Identification details: 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.

Work contact and employer details: 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.

Personal contact details: Home address, personal email address and home telephone number, including personal mobile phone.

Emergency contact details: Information such as the name and contact details of the individual's spouse or close family member.

Background and career data: 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.

HR and work-related data: 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



Types of Personal Information

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 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.

<u>Physical security data</u>: 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.

<u>Product/service-related data</u>: 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.



Types of Personal Information

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.

	Individuals Whose Information is Processed					
Purpose	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:	Name(s);					
, ,	identification					
establishment and administration of	details; work					
, , , ,	contact and					
such as for deductions and	employer					
contributions; career development,	details;					



	Individuals Whose Information is Processed						
Purpose	Employees and Outsourced Labor (as applicable)		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	
μ	personal contact						
	details;						
reimbursement, including travel and/or	emergency						
credit card administration; training;	contact						
relocations, letters of assignment,	details;						
1	background						
licenses and other right-to-work authorizations; tax reporting and	and career data; HR						
	and work-						
and officer biographies and CVs;	related data;						
business planning; email systems and	system						
organizational charts; health and safety	access and						
programs and health screenings; audits	IT security						
and compliance reviews; managing	data;						
internal investigations.	physical						
	security						
	data; EHS data;						
	physical						

		Individual	s Whose Info	ormation is F	Processed	
Purpose	Employees and Outsourced Labor (as applicable)		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
	security					
	data;					
	website and					
	app data; other data					
	Name(s);					
including grievance proceedings	identification					
	details; work					
	contact and					
	employer					
	details; HR					
	and work-					
	related data; system					
	access and					
	IT security					
	data; EHS					
	data;					
	physical					

	Individuals Whose Information is Processed					
Purpose	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
	security					
	data;					
	website and					
	app data;					
	other data					
Facilitating investor management	Work					
activities	contact and					
	employer					
	details; HR					
	and work-					
	related data					
Staffing and staff succession planning,	Work					
	contact and					
financial planning and reporting	employer					
	details; HR and work-					
	related data					
Protecting intellectual property rights,	Work		Work			
	contact and		contact and			



	Individuals Whose Information is Processed					
Purpose	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
	employer		employer			
	details;		details;			
	system		system			
	access and		access and			
	IT security		IT security			
	data		data			
	Name(s);		` , .	` '	` , ,	Name(s);
including designing and developing	work contact			work contact		
products, managing an Enterprise	and .					and .
Resource Planning (ERP) system,	employer					employer
sending invoices and collecting	details; HR		•	*		details;
payment, providing payment, and	and work-		product/	ļ'	product/	product/
providing goods and services to	related data;					service
customers, which may include sharing	product/			related data;		
limited personal information with	service			website and		website and
customers or other business partners	related data; website and		app data; other data	• •	app data; other data	app data; other data
			other data	other data	other data	other data
	app data;					
	other data					



	Individuals Whose Information is Processed						
Purpose	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	
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;	
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		physical	physical	physical	EHS data; physical security data	
Managing communications and notices	Name(s); work contact and		work contact	work contact	work contact	Name(s); work contact and	



	Individuals Whose Information is Processed						
Purpose	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	
	employer details;				employer details;	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 data; EHS data; physical security data; other data		work contact and employer details; EHS data; physical security data; other	work contact and employer details; EHS data; physical security data; other	and employer details; EHS data;	and employer	
Managing, maintaining, and securing information technology ("IT") systems	Name(s); work contact and		work contact	work contact	work contact	Name(s); work contact and	



	Individuals Whose Information is Processed							
Purpose	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		
	employer				employer	employer		
	details;		•	·	details;	details;		
	system		•	•	system	system		
	access and					access and		
	IT security		•	•	_	IT security		
	data		data	data	data	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	Name(s); identification details; work contact and employer details		identification details; work contact and employer	identification details; work contact and employer	details; work contact and	Name(s); identification details; work contact and employer details		
sanctioned or restricted countries or parties	uetalis		uetalis	uetalis	uetalis	uetalis		
Prosecuting and defending claims and	Any		Any	Any	Any	Any		
responding to law enforcement requests	categories		categories	categories	categories	categories		
(where so required and only in	required by		required by	required by	required by	required by		
accordance with applicable law)	law or		law or	law or	law or	law or		



		Individual	s Whose Info	ormation is F	Processed	
Purpose	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
	needed for					needed for
Dec 18 construction of the construction	this purpose			this purpose		
Providing customer service and support, Training and certification of customer,			Name(s); work contact	Name(s); work contact	Name(s); work contact	Name(s); work contact
supplier, and vendor personnel, and			and	and	and	and
conducting due diligence and risk			employer	employer	employer	employer
assessments						details; other
						data
Purposes related to the use of Carrier's					Name(s);	Name(s);
websites and apps, including responding						
to requests or further processing forms						and
submitted; advertise products, services,					employer	employer
promotions and events related to					•	details;
Carrier; improving our products,						website and
services, websites and apps; protecting	• •	app data	app data	app data	app data	app data
against fraud or investigate suspected or						
actual illegal activity; developing new						
offerings, improve the quality of our						



		Individual	s Whose Info	ormation is I	Processed	
Purpose	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		Name(s); identification details; work contact and employer details; personal contact details; background and career data; website and app data				



	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	
to understand and improve Carrier's recruitment practices.							



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. 12

Transparent information, communication and modalities for the exercise of the rights of the data subject

- 1. The controller shall take appropriate measures to provide any information referred to in Articles 13 and 14 and any communication under Articles 15 to 22 and 34 relating to processing to the data subject in a concise, transparent, intelligible and easily accessible form, using clear and plain language, in particular for any information addressed specifically to a child. The information shall be provided in writing, or by other means, including, where appropriate, by electronic means. When requested by the data subject, the information may be provided orally, provided that the identity of the data subject is proven by other means.
- 2. The controller shall facilitate the exercise of data subject rights under Articles 15 to 22. In the cases referred to in Article 11(2), the controller shall not refuse to act on the request of the data subject for exercising his or her rights under Articles 15 to 22, unless the controller demonstrates that it is not in a position to identify the data subject.
- 3. The controller shall provide information on action taken on a request under Articles 15 to 22 to the data subject 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 controller shall inform the data subject of any such extension within one month of receipt of the request, together with the reasons for the delay. Where the data subject makes the request by electronic form means, the information shall be provided by electronic means where possible, unless otherwise requested by the data subject.
- 4. If the controller does not take action on the request of the data subject, the controller shall inform the data subject without delay and at the latest within one month of receipt of the request of the reasons for not taking action and on the possibility of lodging a complaint with a supervisory authority and seeking a judicial remedy.



- 5. Information provided under Articles 13 and 14 and any communication and any actions taken under Articles 15 to 22 and 34 shall be provided free of charge. Where requests from a data subject are manifestly unfounded or excessive, in particular because of their repetitive character, the controller may either:
 - (a) charge a reasonable fee taking into account the administrative costs of providing the information or communication or taking the action requested; or
 - (b) refuse to act on the request.

The controller shall bear the burden of demonstrating the manifestly unfounded or excessive character of the request.

- 6. Without prejudice to Article 11, where the controller has reasonable doubts concerning the identity of the natural person making the request referred to in Articles 15 to 21, the controller may request the provision of additional information necessary to confirm the identity of the data subject.
- 7. The information to be provided to data subjects pursuant to Articles 13 and 14 may be provided in combination with standardised icons in order to give in an easily visible, intelligible and clearly legible manner a meaningful overview of the intended processing. Where the icons are presented electronically they shall be machine-readable.
- 8. The Commission shall be empowered to adopt delegated acts in accordance with Article 92 for the purpose of determining the information to be presented by the icons and the procedures for providing standardised icons.

Art. 13 GDPR

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

- 1. 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.
- 2. 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.
- 3. 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.
- 4. 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;
- (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. 23 GDPR

Restrictions

- 1. Union or Member State law to which the data controller or processor is subject may restrict by way of a legislative measure the scope of the obligations and rights provided for in Articles 12 to 22 and Article 34, as well as Article 5 in so far as its provisions correspond to the rights and obligations provided for in Articles 12 to 22, when such a restriction respects the essence of the fundamental rights and freedoms and is a necessary and proportionate measure in a democratic society to safeguard:
 - (a) national security;
 - (b) defence;
 - (c) public security;
 - (d) the prevention, investigation, detection or prosecution of criminal offences or the execution of criminal penalties, including the safeguarding against and the prevention of threats to public security;
 - (e) other important objectives of general public interest of the Union or of a Member State, in particular an important economic or financial interest of the Union or of a Member State, including monetary, budgetary and taxation a matters, public health and social security;
 - (f) the protection of judicial independence and judicial proceedings;
 - (g) the prevention, investigation, detection and prosecution of breaches of ethics for regulated professions;
 - (h) a monitoring, inspection or regulatory function connected, even occasionally, to the exercise of official authority in the cases referred to in points (a) to (e) and (g);
 - (i) the protection of the data subject or the rights and freedoms of others;



- (i) the enforcement of civil law claims.
- 2. In particular, any legislative measure referred to in paragraph 1 shall contain specific provisions at least, where relevant, as to:
 - (a) the purposes of the processing or categories of processing;
 - (b) the categories of personal data;
 - (c) the scope of the restrictions introduced;
 - (d) the safeguards to prevent abuse or unlawful access or transfer;
 - (e) the specification of the controller or categories of controllers;
 - (f) the storage periods and the applicable safeguards taking into account the nature, scope and purposes of the processing or categories of processing;
 - (g) the risks to the rights and freedoms of data subjects; and
 - (h) the right of data subjects to be informed about the restriction, unless that may be prejudicial to the purpose of the restriction.



Art. 28 GDPR

Processor

- 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.
- 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;
- (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.
- 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. 33 GDPR

Notification of a personal data breach to the supervisory authority

- 1. In the case of a personal data breach, the controller shall without undue delay and, where feasible, not later than 72 hours after having become aware of it, notify the personal data breach to the supervisory authority competent in accordance with Article 55, unless the personal data breach is unlikely to result in a risk to the rights and freedoms of natural persons. Where the notification to the supervisory authority is not made within 72 hours, it shall be accompanied by reasons for the delay.
- 2. The processor shall notify the controller without undue delay after becoming aware of a personal data breach.
- 3. The notification referred to in paragraph 1 shall at least:
 - (a) describe the nature of the personal data breach including where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned;
 - (b) communicate the name and contact details of the data protection officer or other contact point where more information can be obtained;
 - (c) describe the likely consequences of the personal data breach;
 - (d) describe the measures taken or proposed to be taken by the controller to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects.
- 4. Where, and in so far as, it is not possible to provide the information at the same time, the information may be provided in phases without undue further delay.



5. The controller shall document any personal data breaches, comprising the facts relating to the personal data breach, its effects and the remedial action taken. That documentation shall enable the supervisory authority to verify compliance with this Article.



Art. 34

Communication of a personal data breach to the data subject

- 1. When the personal data breach is likely to result in a high risk to the rights and freedoms of natural persons, the controller shall communicate the personal data breach to the data subject without undue delay.
- 2. The communication to the data subject referred to in paragraph 1 of this Article shall describe in clear and plain language the nature of the personal data breach and contain at least the information and measures referred to in points (b), (c) and (d) of Article 33(3).
- 3. The communication to the data subject referred to in paragraph 1 shall not be required if any of the following conditions are met:
 - (a) the controller has implemented appropriate technical and organisational protection measures, and those measures were applied to the personal data affected by the personal data breach, in particular those that render the personal data unintelligible to any person who is not authorised to access it, such as encryption;
 - the controller has taken subsequent measures which ensure that the high risk to the rights and freedoms of data subjects referred to in paragraph 1 is no longer likely to materialise;
 - (c) it would involve disproportionate effort. In such a case, there shall instead be a public communication or similar measure whereby the data subjects are informed in an equally effective manner.
- 4. If the controller has not already communicated the personal data breach to the data subject, the supervisory authority, having considered the likelihood of the personal data breach resulting in a high risk, may require it to do so or may decide that any of the conditions referred to in paragraph 3 are met.



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.
- 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.