



PRIVACY POLICY ADDENDUM FOR AFFILIATES ESTABLISHED IN THE U.S.

This Addendum supplements the Global Privacy Notice and the Global Privacy Notice for Applicants located at www.luvata.com (the “**Site**”), a website provided by Luvata Fabrication North America, LLC, Accurate Wire, Inc., Luvata Appleton LLC, Luvata Kenosha, Inc., Luvata Ohio, Inc., and Luvata Waterbury, Inc. (collectively, “**U.S. Luvata**”) and affiliated entities not established in the United States. It also supplements the Global Privacy Notice for Employees made available to employees of U.S. Luvata in hard copy, on an intranet or on some other medium. If there is any conflict or inconsistency between any provision of this Addendum and any provision of the Global Privacy Notice, the Global Privacy Notice for Applicants or the Global Privacy Notice for Employees (collectively, the “**Global Notices**”), the former shall control.

1. Information

In this Addendum:

- (a) “**Analytical Information**” means all information collected through the Site by U.S. Luvata using cookies (or other tracking technologies) and server log files (including, but not limited to, (i) search terms, and (ii) a computer’s access date and time, browser, connection speed, Internet service provider, language, location, manufacturer, visit details, and operating system);
- (b) “**California Information**” means all U.S. Information electronically collected by U.S. Luvata that relates to residents of California and that is covered by the California Consumer Privacy Act or the California Online Privacy Protection Act (collectively, the “**California Laws**”);
- (c) “**Collected Information**” means (i) all Personal Information, plus (ii) all other information that is electronically collected by U.S. Luvata and that is not Personal Information;
- (d) “**Personal Information**” means all information electronically collected by U.S. Luvata that relates to an individual and that identifies, or can be used in conjunction with other readily-accessible information to identify, such individual;
- (e) “**Sensitive Information**” means all Shield Information of an individual that specifies (i) health data, (ii) racial or ethnic origin, (iii) political opinions, (iv) religious or philosophical beliefs, (v) union membership, (vi) genetic data, (vii) biometric data or (viii) the sex life or sexual orientation of such individual;
- (f) “**Shield Information**” means all Personal Information electronically collected by U.S. Luvata that relates to individuals in the European Union or Switzerland and that is covered by the Privacy Shield Principles (including, but not limited to, name, e-mail address, physical address, phone number and human resources information); and
- (g) “**U.S. Information**” means all Personal Information electronically collected by U.S. Luvata that relates to an individual in the United States (including, but not limited to, name, e-mail address, physical address, phone number and human resources information).

2. **Privacy Shield**

U.S. Luvata collects Shield Information. The European Union and Switzerland have adopted requirements for the protection of Shield Information that is transferred from the European Union or Switzerland to the United States, and U.S. Luvata has agreed to comply with such requirements by certifying to the U.S. Department of Commerce under (a) the E.U.-U.S. Privacy Shield Framework Principles, including the Supplemental Principles, and (b) the Swiss-U.S. Privacy Shield Framework Principles, including the Supplemental Principles, (collectively, the "**Privacy Shield Principles**"). In particular, U.S. Luvata has certified that, with respect to all Shield Information, it will adhere to the Privacy Shield's Principles of notice, choice, transfer accountability, security, data integrity, data access and use limitation, recourse, enforcement and liability.

For purposes of enforcing compliance with the Privacy Shield Principles, U.S. Luvata is subject to the investigatory and enforcement authority of the U.S. Federal Trade Commission, which can impose sanctions consisting of administrative orders and civil penalties. Luvata Fabrication North America, LLC is listed, on its behalf and on behalf of its United States subsidiaries, at [privacyshield.gov/list](https://www.privacyshield.gov/list) as having certified to its compliance with the Privacy Shield Principles. For additional information regarding the Privacy Shield Principles, please see the U.S. Department of Commerce's website at [privacyshield.gov](https://www.privacyshield.gov).

3. **Collection**

You must voluntarily provide to U.S. Luvata all Collected Information other than any Analytical Information as set forth in this Addendum. U.S. Luvata will only collect and retain Personal Information that is consistent with the purposes for which it is provided, and except for Shield Information, Luvata's other legitimate business purposes. You are responsible for obtaining any approvals, authorizations, consents, permissions and permits that are required in connection with your providing U.S. Luvata with any Collected Information (including, but not limited to, any Collected Information relating to a third party).

4. **Choice**

You may refuse to provide any information to U.S. Luvata at any time by terminating your use of the Site, or in all other cases not involving use of the Site, by notifying U.S. Luvata as set forth in Section 16. If you refuse to provide any information when requested to do so by U.S. Luvata or the Site, you may not be able to access, or otherwise receive the benefit of, certain products and services from U.S. Luvata or features of the Site.

5. **Analytical Information**

When you access the Site, U.S. Luvata will collect Analytical Information, either directly or through third parties acting on its behalf. Your browser may provide you with the ability to not accept cookies, as well as the ability to delete already-existing cookies. If you refuse, or delete previously-existing, cookies, you may not be able to access, or otherwise receive the benefit of, certain features of the Site. Analytical Information will only be used by U.S. Luvata as set forth in the Global Notices.

6. **Sensitive Information**

If U.S. Luvata collects any Sensitive Information, your explicit consent (i.e. among other things, you must "opt in") will be obtained before such Sensitive Information is (a) transferred to a third party or (b) used for a purpose other than a purpose for which such Sensitive Information was originally collected by U.S. Luvata.

7. **Security**

Luvata will use commercially reasonable measures to protect Personal Information from loss and unauthorized access, alteration, destruction, disclosure and use. However, since no transmission of information over the Internet or electronic storage of information is completely secure, it is possible that Collected Information could be lost or accessed, altered, destroyed, disclosed or used without authorization, even if U.S. Luvata uses such measures. In providing information to U.S. Luvata, you must assume the risk that Collected Information could be lost or accessed, altered, destroyed, disclosed or used without authorization.

8. **Use**

U.S. Luvata uses (a) U.S. Information for legitimate business purposes (including, but not limited to, managing customer, employment, vendor and other third party relationships, fulfilling product orders, managing payments and debt collection, defending claims against U.S. Luvata, fulfilling legal obligations, marketing, managing the Site, and evaluating employment applications) and (b) Shield Information only as permitted by the Privacy Shield and as set forth in the Global Notices.

9. **Transfer**

Any Collected Information obtained by U.S. Luvata, whether or not for a specific purpose, may be transferred to third parties designated by U.S. Luvata (including, but not limited to, affiliates, distributors, sub-contractors or vendors) for any purposes for which U.S. Luvata could use such Collected Information, except that, in the case of Shield Information and only to the extent required by the Privacy Shield Principles, (a) U.S. Luvata must notify you of such transfer, (b) such third party's right to use Shield Information must be limited to such purposes, (c) such third party must be obligated to provide at least the same level of privacy protection as required by the Privacy Shield Principles, (d) U.S. Luvata must take commercially reasonable measures to ensure that such third party processes Shield Information in a manner consistent with U.S. Luvata's obligations under the Privacy Shield Principles, (e) such third party must be required to notify U.S. Luvata if such third party makes a determination that it can no longer meet its obligation to provide the same level of privacy protection as required under the Privacy Shield Principles, (f) upon receiving such notice, U.S. Luvata must take commercially reasonable measures to stop and remediate any unauthorized use of Shield Information, and (g) upon the request of the U.S. Department of Commerce (or its designee), U.S. Luvata must provide a summary or representative copy of the relevant privacy provisions of its agreements with such third party. In the case of transfers of Shield Information to third parties pursuant to this paragraph, U.S. Luvata is potentially liable for the failure of such third party to comply with the Privacy Shield Principles.

U.S. Luvata may also at any time, in its sole discretion, transfer any Collected Information, whether or not you furnished such Collected Information for a specific purpose, to (a) comply with, or as permitted by, any applicable law or lawful request of a government or public authority for purposes of satisfying, among others, national security and law enforcement requirements, (b) cooperate with law enforcement, and other third parties, in investigating a claim of fraud, illegal activity or infringement of intellectual property rights, (c) protect the rights, property or legitimate business interests of U.S. Luvata or a third party, or (d) transfer such Collected Information to a third party acquiring all, or substantially all, of U.S. Luvata's assets. U.S. Luvata will have no responsibility for any action of the third party to whom or which any Collected Information is transferred pursuant to this paragraph.

Any provision of this Section to the contrary notwithstanding, U.S. Luvata does not sell any Personal Information to a third party.

10. **Rights**

Upon your request, U.S. Luvata will disclose, delete or take any other action with respect to any Personal Information as required, or otherwise honor your rights, under the Privacy Shield Principles, the California Laws or any other applicable privacy law. In order to make such a request, you must contact U.S. Luvata as set forth in Section 16.

11. **California Residents**

A resident of California may request (a "**California Request**") pursuant to the California Laws, among other things, that U.S. Luvata:

(a) Disclose to such resident:

- (i) The categories of California Information relating to such resident that are collected by U.S. Luvata;
- (ii) The categories of sources from whom or which California Information relating to such resident is collected by U.S. Luvata;
- (iii) The purposes for U.S. Luvata's collecting California Information relating to such resident;
- (iv) The categories of third parties to whom or which U.S. Luvata transfers California Information relating to such resident;
- (v) The specific pieces of California Information relating to such resident collected by U.S. Luvata; and
- (vi) If California Information is disclosed for a business purpose to a third party, the categories of such California Information relating to such resident that are disclosed for a business purpose, and the categories of third parties to whom or which such California Information are disclosed for a business purpose; and

(b) Except in certain circumstances, delete California Information of such resident.

A California Request (a) can only be made twice in a 12-month period, (b) will require the collection of certain information by U.S. Luvata to verify the identity of such resident, and (c) must be submitted to Luvata as set forth in Section 16. U.S. Luvata will respond to any such request within 45 days after receiving such information.

The California Laws require certain additional disclosures that can be found at: [California Privacy Disclosures](#). U.S. Luvata will not discriminate against a resident of California for exercising any right of such resident under the California Laws, except as permitted under the California Laws.

12. **Applicable Law**

This Addendum shall be governed by, and construed and interpreted in accordance with, (a) in the case of Shield Information, and only to the extent required by the Privacy Shield Principles, the Privacy Shield Principles, (b) in the case of California Information, and only to the extent required by the California Laws, the California Laws, (c) any other applicable privacy law to the extent required by such law, and (d) in all other cases, the law of the state of New York, without regard to its principles of conflict of laws. If there is

any conflict or inconsistency between any provision of this Addendum and any provision of any applicable law, the latter shall control.

With respect to any Shield Information that relates to an employment relationship, U.S. Luvata will cooperate and comply with any advice given by the E.U. data protection authorities or the Swiss Federal Data Protection and Information Commissioner, as applicable.

13. **Complaints**

Except as provided in Section 14, any complaint by you regarding any Collected Information, or otherwise relating to this Addendum, must first be submitted to U.S. Luvata as set forth in Section 16, and U.S. Luvata must be given a reasonable opportunity of not less than 45 days to investigate and respond to your complaint. Upon U.S. Luvata's completing such investigation and so responding, U.S. Luvata and you must then attempt, in good faith, to promptly resolve any remaining aspects of your complaint. If any aspect of your complaint remains unresolved after an additional reasonable period of time of not less than 45 days, you may commence litigation against U.S. Luvata in connection with the unresolved portion of your complaint only in a court located in New York County, New York, and having subject matter jurisdiction over your complaint. You consent to any such court's being a proper venue for your complaint, and waive any objection thereto based on inconvenience.

14. **Independent Recourse Mechanism**

If you have a complaint relating to any Shield Information or the Privacy Shield Principles, U.S. Luvata offers an independent recourse mechanism for resolving such complaint that you may use in lieu of the process described in Section 13. The independent recourse mechanism offered by U.S. Luvata is more fully described at privacyshield.gov. In order to access the independent recourse mechanism, you must file a complaint with the International Centre for Dispute Resolution of the American Arbitration Association ("**ICDR**"), and after receiving your complaint, ICDR will resolve the dispute between you and U.S. Luvata by following the ICDR Dispute Resolution Procedures located at go.adr.org/privacyshield.html. All fees of ICDR in connection with your use of the independent recourse mechanism described in this Section will be paid by U.S. Luvata.

If all other options available to you for resolving a complaint under the Privacy Shield Principles are unsuccessful, and upon satisfaction of certain other conditions, you can lodge your complaint with the Privacy Shield Panel, which is an "arbitration mechanism" of three neutral arbitrators. Any decision of the Privacy Shield Panel will be binding on U.S. Luvata and enforceable in certain courts of the United States.

15. **Modifications**

U.S. Luvata may modify this Addendum from time to time by posting the modified provision on the Site. Any such modification will take effect immediately upon such posting, and will apply to all Collected Information obtained by U.S. Luvata after such posting. The latest version of this Addendum will always be the one posted on the Site.

16. **Contact Information**

If you (a) desire to make a California Request, or (b) have any questions or complaints, desire additional information, or need to notify U.S. Luvata of anything, regarding this Addendum, please promptly contact Luvata using one of the methods set forth below:

Regular mail: Luvata Oy
Attn: Luvata Group General Counsel
Kuparite 5
FI-28330 Pori, Finland

E-mail: mail@luvata.com;

Toll-free phone number: 800-747-2912;

Link: [Information Request](#).

Effective Date: May 20, 2020