

Exhibit A – Data & Privacy – 3M China

For the purpose of this Exhibit, all references to “Party A” mean 3M and “Party B” means Supplier.

1 Definition

- 1.1 "Confidential Information" means: (1) the existence of this Agreement (including its various exhibits, hereinafter the same) and its provisions; (2) Information about product development, manufacturing, processing, production, import and export, etc. of the Party A, technical information of the Party A, business information about the Party A's operation mode and sales, personnel information of the Party A, customer information of the Party A, and other information and materials of the Party A that the Party B accesses or receives as a result of the performance of this Agreement; (3) 3M system, access code and password; (4) 3M Materials, including but not limited to any personal information, or records of personal information otherwise accessed, collected or processed by Party B in the performance of the services; (5) 3M data; (6) relationship between the parties; And (7) any other information about how the Party A and its affiliates produce or sell the products and services or run their business. However, Confidential information does not include:
- a) Any information lawfully in the possession of Party B prior to receiving from Party A;
 - b) Any information lawfully obtained by Party B from a third party without obligation of confidentiality;
 - c) Any information currently or hereafter available to the public without breach of confidentiality obligation of Party B or a third party.
- 1.2 "Personal information" refers to all kinds of information relating to an identified or identifiable natural person recorded electronically or by other means, including but not limited to the name, date of birth, ID card number, personal biometric information, address, telephone number, location and behaviour information of a natural person, but excluding anonymized information.
- 1.3 "Processing", with respect to information and data, includes collection, storage, use, processing, transmission, provision, disclosure, deletion, etc., of such information and data.
- 1.4 "Personal information processor" refers to an organization or individual that independently decides the purpose and method of processing personal information in processing activities.
- 1.5 "Anonymization" refers to the process in which personal information is processed so that no specific natural person can be identified and cannot be recovered.
- 1.6 "Automated Decision Making" refer to the activity of automatically analysing and evaluating an individual's behaviour habits, interests, or financial, health, or credit status and making decisions through computer programs.
- 1.7 "3M Data" means any data or information (which may include personal information processed by Party B on behalf of Party A) of the Party A or any of its affiliates or of its respective clients or third parties that (i) is provided to or obtained by Party B in connection with the performance of Party B's obligations under this Agreement; (ii) created, generated, collected or processed by Party B in the course of performing its obligations under this Agreement; (iii) stored in or accessed through 3M systems or third party systems provided, operated, supported, or used by Party B in connection with the services; Or (iv) from any of the preceding.

If there is any modification or supplement to the definition of the above terms in the relevant laws and regulations, the parties shall negotiate in good faith as soon as possible and make necessary amendments and adjustments to the contents of this Exhibit.

2 Personal Information Protection

- 2.1 The Party B represents and warrants that it has established and implemented a complete, sound, effective personal information protection system and cybersecurity operation system that complies with the requirements of this Agreement and relevant laws and regulations, and that it has the relevant internal management system, operation process, equipment and technology, qualification and ability to protect the security, confidentiality and integrity of personal information. And provide an adequate level of personal information security protection, and throughout the term of this Agreement to ensure the authenticity and accuracy of the above statement and warranty.
- 2.2 Party B agrees to comply with laws and regulations related to the protection of personal information and 3M privacy policy (including China Subsidiary Appendix), and to handle personal information in strict accordance with Party A's requirements or instructions according to law, and to assist Party A in fulfilling its obligations under relevant laws and regulations and 3M privacy policy (including China subsidiary Appendix). The personal information lawfully collected or received by the Party B shall be used only for the performance of the obligations under this Agreement and only for the processing purposes agreed upon by the Parties, and to the extent legally authorized by the Party A and the relevant individual. Party B's personal data processing activities under this Agreement shall also be limited to the scope set forth in Appendix I (Description of Personal Information Processing Activities) of this Exhibit. Without the prior explicit written consent of the Party A, the Party B shall not change the use, modify, delete, disclose, publish, store, sell or transfer such personal information without authorization.
- 2.3 Party B shall (1) only collect and process personal information in a manner that complies with all applicable laws; (2) Access to and permit of processing personal information shall only be granted to Party B's employees and subcontractors with Party A's prior written consent (" Limited Personnel ") who are necessary to perform Party B's obligations under this Agreement and achieve the personal information processing purposes agreed upon by both parties; (3) Ensure that the limited personnel are subject to obligations that are as strict as the obligations of Party B under this Exhibit and that all relevant employees have been expressly informed of such obligations and that all subcontractors with Party A's prior written consent have confirmed in writing and agreed to accept such obligations; Provided, however, that Party B shall be liable for any act or omission of any of its employees or subcontractors (whether authorized internally by Party B or approved in writing in advance by Party A) in violation of Party A's instructions, requirements of this Agreement or provisions of relevant laws and regulations as if such act or omission had been made by Party B itself; (4) maintain any records including accurate and up-to-date personal information; (5) to fulfil the obligations under Article 2.13 below in response to inquiries or requests by the relevant individuals to exercise their rights according to law; (6) Maintain a comprehensive data security program that will include reasonable and appropriate technical, organizational, and security measures to prevent the destruction, loss, unauthorized access or alteration of personal information and that will not be less stringent than the security standards adopted by the industry; (7) Without the prior written consent of the Party A, it shall not provide (including but not limited to transferring, sharing, allowing cross-border remote access, etc.) the personal information that the Party A entrust the Party B to process to another country or region in any way.
- 2.4 Without Party A's prior written consent, Party B shall not entrust any third party (as a subcontractor) to process the Personal Information that Party A entrust Party B to process under this Agreement, nor shall Party B provide any third party with the Personal Information that Party A entrust Party B to process. For the avoidance of doubt, any affiliate of Party B (if it is a separate legal entity) shall also be considered a "third party" for the purposes of the foregoing. When the Party B intends to employ a third party as a subcontractor for personal information processing, it shall conduct reasonable due diligence on the system, ability and practice of personal information protection of the third party and provide the Party A with the information and materials reasonably requested by the Party A when seeking the Party A's opinions.

- 2.5 In case of any breach of personal information protection or failure to provide an adequate level of security protection, Party B shall promptly take remedial measures, notify Party A in writing in time, and comply with the provisions of Articles 3.4 and 3.5.
- 2.6 Any loss or liability (including but not limited to damages or compensation, legal costs, arbitration fees, attorneys' fees, settlement fees, and administrative penalties) caused by Party B's violation of the relevant provisions hereof or laws and regulations relating to the protection of personal information to Party A, Party A's affiliates, Party A's and Party A's affiliates' respective directors, executives, employees or agents (collectively, "indemnitees") Party B shall be responsible for fully compensating the indemnitees for such loss or liability so as to hold the indemnitees harmless from such loss or liability; If a legal procedure such as a lawsuit is brought against the indemnitees due to security incidents such as leakage, tampering or loss of personal information (defined below), or complaints from parties such as the subject of personal information, etc., Party B shall use its best efforts to assist the indemnitees in such proceedings and bear all related expenses (including, but not limited to, damages or compensation, costs, arbitration fees, attorneys' fees, settlement fees, administrative penalties, etc.) provided that the indemnitees shall have the right to direct and control its response and defence strategies and methods under such proceedings.
- 2.7 At Party A's option, Party B shall immediately return, delete or destroy any and all Confidential Information and other 3M data of Party A held by Party B, and any and all personal information (including tangible or intangible data, backups, copies, etc. recorded or contained in any media) that the Party A entrust the Party B to process (1) upon Party A's request or (2) upon expiration of the term of this Agreement, termination in accordance with its terms, cancellation or invalidating by any court or arbitration tribunal of competent jurisdiction. In addition, if the personal information processing activities of the Party B (1) are no longer necessary for delivering the products/services provided by the Party B to the Party A and the personal information processing purposes agreed upon by the parties, (2) the personal information processing purposes agreed upon by the parties have been achieved, or (3) the personal information processing purposes agreed upon by the parties cannot be achieved, at the Party A's option, Party B shall also immediately return, delete or destroy any and all personal information (including tangible or intangible data, backups, copies, etc. recorded or contained in any medium) that Party A entrust Party B to process. If Party A selects to request Party B to delete or destroy the relevant information and data, Party B shall provide Party A with evidence to Party A's reasonable satisfaction that it has deleted or destroyed the relevant information and data in accordance with the requirements of this clause.
- 2.8 Special provisions for the provision of personal information by the Party B to the Party A.
- 2.8.1 If the Personal information is provided to Party A by Party B (whether collected directly from the individual concerned or obtained from a third party), Party B shall fully explain to Party A in writing: (1) the source of personal information, (2) the rules for processing personal information informed by the Party B to the relevant individual (as the case may be), and (3) the content and scope of the consent obtained by the Party B from the relevant individual (including but not limited to the types, purposes and methods of processing of personal information that the Party A has the right to process); And (4) whether the Party B has obtained separate consent from the relevant individual regarding the processing of sensitive personal information, disclosure of personal information, provision of personal information to other personal information processors, provision of personal information outside China, etc.; And if requested by Party A, Party B shall immediately provide Party A with written evidence supporting the above.
- 2.8.2 Party B hereby represents and warrants to Party A as follows: (1) Party B ensures that the source of personal information provided to the Party A is legitimate, and (2) Party B has truthfully, accurately and completely informed the relevant individual of the matters related to the processing of personal information or the rules for the processing of personal information (as the case may be) as required by relevant laws and regulations, and has obtained legal and sufficient consent and authorization from the relevant individual; So that the Party A may lawfully process the personal information provided to the Party A by the Party B (i) in accordance with the needs, purposes and means that the Party A has previously informed Party B, and (ii) in accordance with

the Party A's reasonable needs, purposes and means to achieve the purposes of this agreement, or where Party B obtains the Personal Information from a third party, such third party has made representations and warranties to Party B that are equivalent or substantially similar to those in items (1) and (2) of this clause or such third party has been bound by similar obligations in its contract with Party B.

- 2.8.3 If the Party A entrust the Party B to directly collect personal information from the relevant individual, the Party B shall collect personal information from the relevant individual in strict accordance with the manner required by the Party A (including but not limited to providing the relevant individual with an informed consent and notification letter of the processing of personal information in the format and content specified by the Party A, and obtain the written consent and authorization of the relevant individual.
- 2.9 If the Party B intends to provide the personal information processed by the Party B entrusted by the Party A outside China by any means, the Party B shall explain to the Party A the purpose and necessity of such cross-border transfer and provide the corresponding supporting materials. It shall state the name of entity/individual, contact information and personal information processing method of the intended overseas recipient, the type of personal information involved, the means and procedures for exercising the relevant rights with the intended overseas recipient, etc. Only with the prior written consent of the Party A shall the Party B provide the personal information processed by the Party B entrusted by the Party A outside China in accordance with the instructions of the Party A, the requirements of this agreement and relevant laws and regulations.
- 2.10 If Party B itself is entity outside of China or its personal information processing facilities (such as servers, etc.) are located outside China, the parties also agree to be bound by the terms contained in this Exhibit (as may be amended from time to time) regarding the provision of personal information outside China by personal information processors in China. The Parties agree that if the Cyberspace Administration of the People's Republic of China formulates and promulgates a new standard contract applicable to the data transmission under this Agreement, such agreement shall be incorporated into this Agreement as of the date of Party A's written notice to Party B and shall be effective and binding on both parties. In the event of a conflict between standard contract clauses and the other terms of this Exhibit, the standard contract clauses shall prevail.
- 2.11 Without the prior written consent of the Party A, the Party B shall not use any personal information that the Party A entrust Party B to process for automated decision-making.
- 2.12 If Party B receives instructions, requests, demands, investigations or orders (" third-party access requests") from any third party (including but not limited to government authorities within or outside China) to provide such third party with Personal Information that Party A entrusts Party B to process (unless otherwise expressly required by relevant laws and regulations), Party B shall: (1) immediately notify the Party A in writing of the third party access request, (2) assist the Party A in taking relevant measures and actions in response to the third party access request, and (3) at the Party A's direction, refuse the third party access request, attempt to contest or seek relief from the third party access request, or if strictly necessary under the relevant laws and regulations, on the premise of obtaining the approval of the Chinese competent authority, the relevant disclosure shall be made to the third party's request for access.
- 2.13 The Party B shall provide reasonable assistance to the Party A to enable the Party A to accept and deal with inquiries or requests by relevant individuals to exercise their rights in accordance with the requirements of relevant laws and regulations. If Party B receives an inquiry or request from an individual to exercise his or her rights in accordance with the law, Party B shall promptly notify the Party A in writing and relay it to the Party A. In accepting and handling such inquiries or requests, Party B shall act in accordance with Party A's reasonable instructions. Immediately after such inquiry or request has been properly processed, Party B shall provide Party A with a copy of the communication records and other supporting documents (if any) relevant to such inquiry or request.

- 2.14 Unless otherwise expressly instructed by Party A, any notice or instructions that Party B shall send to Party A under this Exhibit shall be simultaneously sent to: (i) Party A's responsible person, project manager or principal contact under this Agreement, as the case may be; And (ii) the Party A's Data Privacy Officer, address: 3M China Maxdo Center, 38th Floor, 8 Xingyi Road, Shanghai, China, zip code:200335, E-mail: DPO_CHINA@mmm.com.
- 2.15 For the necessity of signing and performing the agreement, the contact information of Party B includes the relevant personal information of Party B's contact person (such as name, telephone number, email and other contact information). Party B confirms that it has legally obtained the consent of relevant personnel to provide their personal information to Party A for the purpose of signing and performing this contract. Additionally, Party B has secured separate consent to provide the personal information to Party A's overseas affiliates for the purpose of establishing supplier profiles and supplier management, as well as to transmit and store it in Party A's supplier management system located overseas. Party A commits to processing and protecting personal information in compliance with laws and regulations related to personal information protection and the 3M Privacy Policy (including China Appendix https://www.3m.com.cn/3M/zh_CN/company-cn/privacy-policy/).
- 3 Data Security Protection. Throughout the term of this Agreement, without limiting Party B's obligations under Subsection 2.1:
- 3.1 Party B (i) agrees not to use 3M Data for any purpose other than for the performance of its obligations under this Agreement, and (ii) establishes and maintains environmental, security and other protective measures ("Data Protection Measures ") at its sole cost, to enable Party B to prevent disclosure, tampering, destruction, loss, alteration and unauthorized access of such 3M data when processing of 3M Data. Such data protection measures will include written policies and practices, including but not limited to, appropriate system access controls, to protect 3M data from disclosure, tampering, destruction, loss, alteration and unauthorized access, and to restrict access to 3M data only to limited persons. Such data protection measures shall also comply with: (A) national or industry standards applicable to the services provided under this Agreement and the processing of personal information; (B) applicable laws and regulations; (C) any higher standard mutually agreed upon by the parties. Such data protection measures shall also include periodic assessments and inspections of regulatory compliance of Party B's relevant policies and practices.
- 3.2 During the term of this Agreement, such data protection measures shall comply with the Company's data security policies, standards, requirements and specifications provided by the Party A from time to time ("3M Data Specifications "). If any 3M Data Specification provided by Party A after the Effective Date (i) differs from the national or industry standards applicable to the services provided under this Agreement; (ii) it is not required by relevant laws and regulations; and (iii) will require Party B to make material changes to comply with such 3M Data Specifications, then the parties will negotiate in good faith to reach mutually acceptable changes in data security measures. If the parties cannot agree on a mutually acceptable modification of the data security measures, the Party A may terminate this Agreement and all services provided by the Party B immediately upon notice and without liability.
- 3.3 Party B will correct, at its own cost, all errors or inaccuracies in 3M Data and/or recover any corrupted, lost or altered 3M Data if (i) Party B is responsible for entering and/or maintaining such data, or (ii) such error, inaccuracy, loss, damage or alteration is attributable to Party B's failure to comply with its obligations under this Agreement.
- 3.4 In the event that Party B discovers or is notified of a violation or possible violation of security measures related to 3M data, or the occurrence or possible occurrence of disclosure, alteration, loss or other unauthorized processing of personal information (collectively, "Security Incident"), in addition to complying with any notification requirements directly applicable to Party B under applicable laws and regulations, without limiting any other rights or remedies Party A may have under this Agreement and laws and regulations, Party B shall immediately conduct a preliminary investigation, (i) notify Party A of such security incident and any information

preliminarily learned by Party B not later than twenty-four (24) hours after Party B becomes aware of or is notified of such security incident (unless a shorter time limit is required by applicable laws and regulations); And (ii) conduct further investigations, allow the Party A to participate in the investigation and assist and cooperate with the Party A's investigation. In addition, based on further investigation, Party B shall immediately (as soon as reasonably and practically possible in any case) (i) conduct a root cause analysis and prepare a corrective action plan, and (ii) provide Party A with written reports and detailed information about such security incidents, This includes the type of information/data involved in such security incidents, the cause (how and when it occurred, etc.), the possible harm, the remedial measures or actions that Party B has taken and will take to remediate such security incidents, and the further measures that Party B suggests that Party A and/or relevant individuals can take to mitigate the impact. If such breach is caused by a breach of Party B's obligations under this Agreement, in addition to any other rights or remedies Party A may have under this Agreement and under laws and regulations, Party B will (A) compensate Party A for the cost of noticing the authority performing its personal information protection duties of such security incident, if Party A, in its good faith judgment, deems such notification necessary, (B) reimburse Party A for the reasonable costs incurred in notifying any individual of such security incident, if Party A deems such notification necessary, and (C) remediate such security incident and take reasonable action to prevent its recurrence, (D) indemnify Party A against any claims, actions, damages, prosecutions, fines, penalties or losses (including reasonable attorneys' fees) arising out of the security incident, and (E) at Party A's request and reasonable discretion, at no additional cost to Party A, correct any destruction, loss or alteration of any 3M Data.

3.5 Unless otherwise expressly authorized or instructed by the Party A in writing or otherwise expressly stipulated by relevant laws and regulations, in the event of a security incident related to the personal information that the Party A entrust the Party B to process, the Party B shall not report or inform any authority or any individual responsible for the protection of personal information without Party A's authorization.

3.6 The Party B shall, according to the Party A's requirements, provide 3M data to the Party A in real time in the method, form and format reasonably required by the Party A. In this manner, at no time shall Party B store or hold 3M data in a form or manner that is not readily accessible to Party A. If, under Party B's control, Party B removes 3M Data from any media taken out of service, Party B will destroy or erase such media accordingly and provide Party A with proof of such destruction or erasure.

4 Data Protection Audit

During the validity of this Agreement and within one year after the termination of this Agreement, the Party A has the right to supervise and audit the performance of Party B's data protection obligations (including personal information protection obligations, data protection and cybersecurity obligations, confidentiality obligations) and its data processing activities (including but not limited to personal information processing activities) under this Agreement (" Data Protection Audit "). The Party B shall cooperate with data protection audits conducted by the Party A or its authorized representative. A data protection audit shall include a review of Party B's relevant data protection policies, systems and procedures (including the policies, systems and procedures themselves and their implementation), a review of Party B's and its personnel's compliance with their data protection obligations under this Agreement, the records, books and practices related to data processing activities, interviews with Party B's relevant personnel, and on-site inspection as the Party A deems necessary to Party B's data processing and protection sites and facilities, etc. The Party A shall bear the costs of such audit and shall have the right to determine the scope, manner and duration of such audit.

Appendix I Description of Personal Information Processing Activity

The subject matter to deal with:

Nature and purpose of processing:

Categories of Personal Information Subjects:

Types of Personal Information:

Whether it contains sensitive personal information; If yes, types of sensitive personal information:

(Note: "Sensitive personal information" refers to personal information that, once leaked or illegally used, is likely to infringe upon the personal dignity of natural persons or endanger personal and property safety, including biometric information, religious beliefs, specific identities, medical and health information, financial accounts, whereabouts and tracks, as well as personal information of minors under 14 years old.)

Method of processing:

Period of processing:

Special protection measures: