

DATA PROTECTION ADDENDUM

This Data Protection Addendum (“Addendum”) forms part of the master services agreement or other written or electronic agreement that incorporate this by reference as an Addendum (“Principal Agreement”) between You (“Processor”) and Page Industries Limited (“Company”) with regard to the Processing of Personal Data.

1 Definitions

1.1. In this Addendum, the following terms shall have the meanings set out below and cognate terms shall be construed accordingly:

- a. **“Personal Data”** shall mean any information/ data relating to an identified or identifiable natural person, as per Applicable Privacy Laws, including without limited to (i) a first name, last name, nickname or initials; (ii) a home or other physical address, including street name and name of the city or town; (iii) an email address or other online contact information; (iv) a telephone number; (v) social security number, tax ID number, emirates ID number or other government issued identifier; (vi) an internet protocol address (“IP”) or host name that identifies an individual; (vii) a persistent identifier held in a “cookie” that is combined with other available data that identifies an individual; (viii) birth dates; and (ix) personally identifiable financial information, passport related details. For the purpose of this definition, Personal Data may also include Sensitive Personal Information. Additionally, to the extent any other information (such as but not necessarily limited to, IP address, other unique identifier, or biometric information) is associated or combined with Personal Data, then such information will also be considered as Personal Data. Personal Data may as well include information relating to legal entities, if applicable under Applicable Privacy laws.
- b. **“Applicable Privacy Laws”** means (a) the Digital Personal Data Protection Act (“DPDPA”) of India, 2023 and all applicable laws and all statutes, laws, secondary legislation, regulations, guidelines and industry standards pertaining to privacy, confidentiality, and/or the protection of Personal Data; and (b) any other applicable law with respect to any Company Personal Data in respect of which any Company Group Member is subject to any other data protection laws;
- c. **“Data Fiduciary”, “Fiduciary, Company or Company Group Member”** means the entity that determines the purposes and means of Processing of Personal Data.
- d. **“Data Processor, Processor Affiliate, Contracted Processor” or “Processor”** means that entity that processes Company Personal Data on behalf of the Data Fiduciary.
- e. **“Data Principal”** means any individual whose Personal Data is collected, used and/ or processed under this Addendum for the business purpose(s) of the Parties and where such individual is a child includes the parents or lawful guardian of such a child.
- f. **“Technical and Organization Security Measures”** means those technical and organizational measures aimed at protecting Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of Processing as required under Applicable Privacy Laws.
- g. **“Personal Data Breach”** means any unauthorized processing of personal data or accidental disclosure, acquisition, sharing, use, alteration, destruction of or loss of access to personal data, that compromises the confidentiality, integrity or availability of personal data, transmitted, stored or otherwise processed.
- h. **“Processing”** or any other derivative thereof, means any operation or set of operations performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, consultation, retrieval, use, alignment or combination, indexing, sharing, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

- i. "**Company Affiliate**" means an entity that owns or controls, is owned or controlled by or is or under common control or ownership with Company, where control is defined as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise;
 - j. "**Company Group Member**" means Company or any Company Affiliate;
 - k. "**Company Personal Data**" means any Personal Data Processed by a Contracted Processor on behalf of a Company Group Member pursuant to or in connection with the Principal Agreement;
 - l. "**Subprocessor**" means any person (including any third party and/or any Processor Affiliate, but excluding an employee of Processor or any of its sub-contractors) appointed by or on behalf of Processor or any Processor Affiliate to Process Company Personal Data on behalf of any Company Group Member in connection with the Principal Agreement; and
 - m. "**Processor Affiliate**" means an entity that owns or controls, is owned or controlled by or is or under common control or ownership with Processor, where control is defined as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise.
- 1.2. The word "**include**" shall be construed to mean include without limitation, and cognate terms shall be construed accordingly.

2 Authority

Processor warrants and represents that, before the Processor, or / and a Processor Affiliate, processes any Company Personal Data on behalf of Company, Processor's adherence to this Addendum, as agent for and on behalf of such Processor Affiliate will have been duly and effectively authorised (or subsequently ratified) by that Processor Affiliate.

3 Processing of Personal Data

Company shall be the Data Fiduciary under this Addendum and the Processor, or / and a Processor Affiliate shall be the Data Processor under Applicable Privacy Laws.

- 3.1 Processor and each Processor Affiliate shall comply with all Applicable Privacy Laws in the Processing of Personal Data and shall only Process such Personal Data on the relevant Company's documented instructions and in accordance with the terms of this Addendum unless applicable laws (including Applicable Privacy Laws) require the Processor to Process that Personal Data for other purposes outside of the relevant Data Principal or Company's documented instructions. The Processor shall provide prior written notice to the relevant Data Principal or Company of such Processing outside such instructions.
- 3.2 Processor shall immediately inform Company if in its opinion an instruction given by Company violates any Applicable Privacy Laws.
- 3.3 In respect of Personal Data received by the Processor from a Data Principal in any form including digitised form for processing in general, including processing, as defined under applicable provisions of the Applicable Privacy Laws, the Processor shall obtain consent for the same from the Data Principal in respect of such data including consent for sharing and storing of the same within Processor's employees / staff and with other stakeholders, and further sharing with the Company. The Processor shall exercise utmost care and diligence in respect of Personal Data, including exercise of restraint from sharing such data with the Company, except in the case where (i) the scope of work as provided in the Principal Agreement, strictly requires sharing of such data for enabling Processor to perform its obligations / services; or / and (ii) such sharing is required for the Processor to ensure compliance with applicable laws, or / and for legal / regulatory compliance. To the extent certain Personal Data is not required for

performance of the services under the Principal Agreement or for regulatory compliance, Processor shall redact, mask or blank out such Personal Data prior to sharing or transferring data to Company. The Processor acknowledges and agrees that if required, Company may transfer Personal Data shared with Company by the Processor to its subcontractors and service providers in relation to any of the purposes of the engagement under the Principal Agreement under reasonable confidentiality obligations binding such subcontractors and service providers. Before sharing such Personal Data with the Company, the Processor, in addition to ensuring consent as aforesaid, shall have duly informed the Data Principal of the Data Principal's right to withdraw consent at any time for processing or sharing of his / her / their Personal Data. Each Party may continue to process such Personal Data shared by the Processor until and unless the Data Principal withdraws consent, and the Processor immediately notifies the Company, of such withdrawal of consent. Upon withdrawal of consent by the Data Principal or upon expiry or early termination of the Principal Agreement, whichever occurs earlier, each Party shall cease to use such Personal Data so received and delete or destroy the same, from their respective systems. If the Data Principal or Processor seeks return of his / her Personal Data, the Company shall securely return all such Personal Data to the Processor, who in turn, shall promptly and securely return the same to the Data Principal.

4 Processor and Processor Affiliate Personnel

Processor and each Processor Affiliate shall take reasonable steps to ensure the reliability of any employee, agent or contractor engaged or employed by a Contracted Processor {or such other body referred to in clause 1.1 (d)} ("**Personnel**") that will Process Company Personal Data and limit such Processing to those Personnel of the Processor and each Processor Affiliate who may have access to the Company Personal Data, ensuring in each case that access is strictly limited to those individuals who need to know / access the relevant Company Personal Data, as strictly necessary for the purposes of the Principal Agreement, and to comply with Applicable Privacy Laws in the context of that individual's duties to the Contracted Processor, ensuring that all such individuals comply with applicable privacy laws and are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

5 Security

The Processor shall use appropriate Technical and Organisational Security Measures to prevent the unauthorised or unlawful processing of Company Personal Data and protect against accidental loss or destruction of, or damage to, any such Company Personal Data during the Processing of the Company Personal Data, and shall at all times implement and maintain the security safeguards and standards which at par with the industry standards.

6 Subprocessing

6.1 Subject to clauses 6.2 and 6.3, Processor may subcontract any of its Processing operations or obligations relating to Company Personal Data under this Addendum.

6.2 Processor shall give Company prior written notice of the appointment of any new Subprocessor, including full details of the Processing to be undertaken by the Subprocessor. If, within 30 working days of receipt of that notice, Company notifies Processor in writing of any objections (on reasonable grounds) to the proposed appointment, Processor should not appoint the Subprocessor.

6.3 The Processor shall ensure that the Subprocessor is subject to a legally binding written agreement with the Processor which imposes the same obligations on the Subprocessor as are imposed on the Processor under this Addendum in relation to confidentiality, protection of and Processing of Company Personal Data. In particular, the written contract with the Subprocessor should provide sufficient guarantees that the Subprocessor is liable to the Processor in relation to any sub-processing of Company Personal Data and shall implement appropriate technical

and organisational measures in such a manner that the Processing will meet the requirements of DPDPA and applicable Privacy Laws. Processor and each Processor Affiliate shall ensure that each Subprocessor performs the obligations under Clause Nos. 3, 4, 5, 7, 8, 9 and 10, as they apply to Processing of Company Personal Data carried out by that Subprocessor, as if it were party to this Addendum in place of Processor. The Processor shall be liable for the acts and omissions of its Subprocessors to the same extent to which the Processor would be liable if performing the services of each Subprocessor directly under the terms of this Addendum.

7 Data Principal Rights

7.1 The Processor will implement appropriate Technical and Organisational Security Measures to assist Company in complying with their obligations relating to a Data Principal's requests and exercise of rights under Data Privacy Laws. Processor shall immediately notify Company if any Contracted Processor receives a request from a Data Principal under any Data Privacy Law (as applicable) in respect of Company Personal Data.

7.2 The Processor shall not delay in intimating the Company on a rights request, nor respond to a rights request from a Data Principal without the Company's prior written consent. Upon the Company's request the Processor shall immediately, at no extra charge to the Company, provide reasonable assistance to the Company (as the Company's request shall specify) to facilitate the Company in responding to a rights request, well within the deadlines set out under DPDPA and Applicable Privacy Laws.

7.3 Under the DPDPA, the Data Principal has the right to: (i) information about personal data; (ii) correction and erasure of personal data; (iii) grievance redressal; (iv) nominate; and (v) withdraw consent. The Fiduciary must communicate any rectification or erasure of Personal Data or processing restriction carried out to each recipient to whom the Personal Data has been disclosed, unless this proves impossible or involves disproportionate effort. The Fiduciary must also inform the Data Principal about those recipients if a Data Principal requests it.

8 Personal Data Breach

8.1 Processor shall immediately notify Company without undue delay upon Processor or any Subprocessor becoming aware of a Personal Data Breach affecting Company Personal Data, providing Company with sufficient information and cooperate with Company at Processor's expense to meet any obligations to report or inform Data Principals of the Personal Data Breach under the Applicable Privacy Laws and to remediate and prevent further damage and breach, in compliance with Applicable Privacy Laws.

8.2 Processor shall co-operate with Company and take such reasonable commercial steps as are directed by Company to assist in the investigation, mitigation and remediation of each such Personal Data Breach.

8.3 The Processor shall report the Personal Data Breach to (a) dpo@Jockeyindia.com, if associated with brand Jockey and to (b) dpo@Speedo.co.in if associated with brand Speedo, as the case may be, describing the Personal Data Breach in terms of who and how many Data Principals are affected, where and how it occurred, and which / what measures have already been taken to stop the breach and mitigate its effects.

9 Support Company to fulfil privacy obligations

9.1 The Processor shall, where required under Applicable Privacy Laws and at Company's request cooperate with and assist Company in meeting their relevant obligations under Applicable Privacy Laws taking into account the nature of the processing and the information available to the Processor.

9.2 The Processor shall maintain written records of its data processing activities pursuant to providing the Services to Company under this Agreement in accordance with DPDPA and Applicable Privacy Laws ("Records").

9.3 The Processor shall provide at no extra cost to the Company (as the Company's request shall specify) reasonable assistance in relation to their respective obligations under DPDPA and Applicable Privacy Laws with respect to:

9.3.1 Data protection impact assessments (if applicable) (as such term is defined under DPDPA);

9.3.2 Notifications to the Data Protection Board of India or any such other applicable supervisory authority responsible for data protection compliance under the DPDPA and Applicable Privacy Laws and/or communications to Data Principals by the Company in response to a Personal Data Breach; and

9.3.3 The Company's compliance with their respective obligations under the DPDPA and Applicable Privacy Laws with respect to the security of Processing and taking into account the nature of the Processing and the information available to the Processor and/or the relevant Processor Affiliate.

10 Erasure or Return of Company Personal Data

At the expiry or termination of the Principal Agreement (the "**Cessation Date**") or upon the Company's request, or as soon as retention of the Company Personal Data is no longer required for the performance of the Processor's or the Processor Affiliate's obligations under the Principal Agreement, Processor and each Processor Affiliate will, at Company's option, delete, destroy or securely return all Company Personal Data as per the Company's policies (excluding any back-up or archival copies which shall be deleted in accordance with Contracted Processor's data retention schedule, except where Contracted Processor is required to retain copies under applicable laws, in which case Contracted Processor will isolate and protect Company Personal Data from any further Processing except to the extent required by applicable laws. Processor shall provide written certification to Company that it and each Processor Affiliate has fully complied with this clause.

11 Audit rights

Processor, Subprocessor and each Processor Affiliate shall make available to Company on request all information necessary to demonstrate compliance with this Addendum, and shall allow for and contribute to audits, including inspections, by Company or an auditor mandated by Company in relation to the Processing of the Company Personal Data by the Contracted Processors. Company undertaking an audit shall give Processor or the relevant Processor Affiliate reasonable notice of any audit or inspection to be conducted under this clause and shall make (and ensure that each of its mandated auditors makes) reasonable endeavours to avoid causing (or, if it cannot avoid, to minimise) any damage, injury or disruption to the Contracted Processors' premises, equipment, personnel and business while its personnel are on those premises in the course of such an audit or inspection.

12 Indemnification

In addition to any other Indemnification obligation agreed under the Principal Agreement, Processor will defend, indemnify, and hold harmless from and against any and all claims, suits, notices, demands, losses, liabilities, cost and expenses, including attorney's fees and in-house counsel fees, to the extent arising from or alleged to arise from a Personal Data Breach by the Processor, as per Applicable Privacy Laws or / and as contained in this Addendum. The

provision under this clause shall survive even after expiration or termination of the Principal Agreement.

13 Transfer of personal data outside India

13.1 Upon prior written consent of Company, Processor and each Processor Affiliate may process and transfer Personal Data to territories that qualify under the DPDPA and Applicable Privacy Laws giving due consideration to the scope and nature of processing activities and applicability of such processing activities to the Applicable Privacy Laws.

13.2 Processor and each Processor Affiliate shall not carry out any transfers of any Personal Data which falls under the Exemptions of the DPDPA, without the prior written consent of Company.

14 General Terms

14.1. Order of precedence

Notwithstanding anything to the contrary contained in this Agreement, the parties agree that in the event of a conflict or inconsistency between this Data Processing Addendum and other provisions of the Principal Agreement in relation to Personal Data, this Data Processing Agreement shall prevail, but for other conflicts and inconsistency(ies), the terms of Principal Agreement shall prevail.

14.2. Changes in Applicable Privacy Laws, etc.

Company may, by at least 30 (thirty) calendar days' written notice to Processor from time to time make any variations to the transfer of personal data inside / outside India, which are subject to DPDPA and Applicable Privacy Laws, and propose any other variations to this Addendum which Company reasonably considers to be necessary to address the requirements of any Data Protection Law.

14.3. Severance

Should any provision of this Addendum be invalid or unenforceable, then the remainder of this Addendum shall remain valid and in force. The invalid or unenforceable provision shall be either (i) amended as necessary to ensure its validity and enforceability, while preserving the parties' intentions as closely as possible or, if this is not possible, (ii) construed in a manner as if the invalid or unenforceable part had never been contained therein.