



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 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 (as amended by the California Privacy Rights 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 Framework 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) “**Framework Information**” means all Personal Information electronically collected by U.S. Luvata that relates to individuals in the European Union, United Kingdom or Switzerland and that is covered by the Data Privacy Framework 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. **Data Privacy Framework**

U.S. Luvata collects Framework Information. The European Union, the United Kingdom and Switzerland have adopted and approved, or are in the process of approving, requirements for the protection of Framework Information that is transferred from the European Union, United Kingdom 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. Data Privacy Framework Principles, including the Supplemental Principles and Annex I (“the “E.U.-U.S. DPF”), (b) the U.K. Extension to the E.U.-U.S. DPF, and (b) the Swiss-U.S. Data Privacy Framework Principles, including the Supplemental Principles, and Annex I (the “Swiss-U.S. DPF”) (collectively, the “**Privacy Framework Principles**”). In particular, U.S. Luvata has certified that, with respect to all Framework Information, it will adhere to the Privacy Framework’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 Framework 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 <https://www.dataprivacyframework.gov/s/participant-search> as having certified to its compliance with the Privacy Framework Principles. For additional information regarding the Privacy Framework Principles, please see the U.S. Department of Commerce’s website at <https://www.dataprivacyframework.gov/s/>.

3. **Collection**

Except for Analytical Information, no Collected Information is collected from you unless it is voluntarily provided. 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, in certain circumstances, refuse to provide to U.S. Luvata, or limit U.S. Luvata’s use of, any Personal Information at any time by notifying U.S. Luvata as set forth in Section 16 or, in cases relating to your use of the Site, by terminating your use of the Site. If, in such circumstances, you refuse to provide any Personal Information when requested to do so by U.S. Luvata or the Site, or if you limit U.S. Luvata’s use of any Shield Information, 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**

This Site utilizes essential cookies to save your site preferences and nonessential cookies to collect Analytical Information. When you access the Site, you will be asked to accept U.S. Luvata’s use of cookies to collect Analytical Information. If you do not accept U.S. Luvata’s use of cookies, you should click “Decline Cookies” before browsing the Site. By clicking “Decline Cookies” you will disable our use of nonessential cookies. In addition, your browser may provide you with the ability to block cookies as well as the ability to delete already existing cookies. If you block or delete cookies you may not be able to receive the benefits of certain features of the Site. For more information on the Site’s use of cookies you can read our Public Policies page. Analytical Information will only be used by U.S. Luvata as set forth in the Global Notices.

6. **Sensitive Framework Information**

If U.S. Luvata collects any Sensitive Framework Information, your explicit consent (i.e. among other things, you must “opt in”) will be obtained before such Sensitive Framework Information is (a) transferred to a third party or (b) used for a purpose other than a purpose for which such Sensitive Framework 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 of Collected Information**

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) Framework Information only as permitted by the Data Privacy Framework and as set forth in the Global Notices and this Addendum.

9. **Transfer of Collected Information**

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. However, in the case of Framework Information, U.S. Luvata will (a) notify you of such transfer, (b) require third parties to limit the use of Framework Information to such purposes, (c) require third parties to provide at least the same level of privacy protection as is required by the Data Privacy Framework Principles, (d) take commercially reasonable steps to ensure that third parties effectively process Framework Information in a manner consistent with U.S. Luvata’s obligations under the Data Privacy Framework Principles, (e) require third parties 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 Data Privacy Framework Principles, (f) take commercially reasonable steps to stop and remediate unauthorized processing of Framework Information upon notice of such, and (g) provide a summary or representative copy of the relevant privacy provisions of its agreements with such third party to the U.S. Department of Commerce (or its designee) upon request. In the case of onward transfers of Framework 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 Data Privacy Framework 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 grant you access to your Framework Information that is in the possession of U.S. Luvata. Further, U.S. Luvata will disclose, delete, limit its use of, or take any other action with respect to, any Personal Information as required, or otherwise honor your rights, under the Data Privacy Framework 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**

U.S. Luvata does not sell or share any California Information. A comprehensive description of Luvata's online and offline information practices pertaining to California Information, and an explanation of the rights afforded to California residents pursuant to the California Laws, can be found at the following link: California Privacy Disclosures. Luvata does not discriminate against a California resident 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 Framework Information, and only to the extent required by the Data Privacy Framework Principles, the Data Privacy Framework, (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 Framework 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. **Dispute Resolution for EEA Residents**

If you have a complaint relating to any Framework Information or the Data Privacy Framework 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 <https://www.dataprivacyframework.gov/s/>. 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/dof_irm.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.

In addition, in compliance with the EU-U.S. DPF and the UK Extension to the EU-U.S. DPF, U.S. Luvata commits to cooperate and comply respectively with the advice of the panel established by the EU data protection authorities (DPAs), the UK Information Commissioner’s Office (ICO) or the Swiss Federal Data Protection and Information Commissioner (FDPIC), as applicable, with regard to unresolved complaints concerning our handling of human resources data received in reliance on the EU-U.S. DPF and the UK Extension to the EU-U.S. DPF in the context of the employment relationship.

Finally, you may also resolve your complaint with U.S. Luvata by lodging a complaint with the Framework Panel, which is an “arbitration mechanism” of three neutral arbitrators. U.S. Luvata is legally required to follow the arbitration terms set forth in Annex I of the Framework Principles provided that you deliver notice to U.S. Luvata, and follow the procedures and conditions set forth therein. Any decision of the Framework 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: MMC Copper Products Oy
Attn: Luvata Group General Counsel
Kuparite 5
P.O. Box 60
28330 Pori, Finland;

E-mail: privacy@luvata.com; or Toll-free
phone number: 800-747-2912;

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