

GE's
Commitment
to the
Protection of
Personal
Information

GE's Commitment to the Protection of Personal Information

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GE's Commitment to the Protection of Personal Information

GE respects the privacy rights of individuals and is committed to handling Personal Information responsibly and in accordance with the principles set forth below ("the Commitment"), with its contractual commitments under Service Agreements and with Applicable Privacy Law.

I: Introduction

Objective

The aim of this Commitment is to provide adequate and consistent safeguards for the handling of Personal Information by GE Entities. The Commitment is designed to ensure that the Personal Information of individuals within the scope of the Commitment is protected regardless of geography or technology. This Commitment has binding legal effect on all members of the GE Group and its employees, and will be communicated widely to GE employees and leadership. The Commitment will be publicly available in multiple languages on GE websites. GE formally undertakes that all GE Entities as defined below are bound by this Commitment. The Commitment is supplemented by the S&L Policy.

Scope

This Commitment establishes the minimum requirements that apply to the processing of Personal Information by or on behalf of GE, and is designed to ensure that such Personal Information will be protected regardless of geography or technology, when used within the GE Group. The Commitment (including the Appendix, where relevant) applies to processing of GE Personal Information and GE Customer Personal Information.

- *Applicable Privacy Law* means any law or regulation relating to the collection, use or other processing of Personal Information, which in respect of EU Personal Information shall always include EU Privacy Laws.
- *Customer* is defined as a person or entity that enters into a Service Agreement with GE.
- *EU Lead Data Protection Authority* means the supervisory authority of the main EU establishment of GE from time to time.

- *EU Personal Information* means any Personal Information to which EU Privacy Laws apply, or which was collected or otherwise processed in circumstances where EU Privacy Laws applied at the time of such collection or other processing.
- *EU Privacy Laws* means the EU Data Protection Directive (95/46/EC) as implemented in each EU Member State as applicable, the EU General Data Protection Regulation (2016/679), the EU Privacy and Electronic Communications Directive 2002/58/EC as implemented in each EU Member State, all local laws in EU Member States, European Economic Area and Switzerland relating to the processing of Personal Information and, in respect of each of the foregoing, any amending or replacement legislation from time to time.
- *GE Company* is the General Electric Company, a publicly traded New York corporation.
- *GE Entities* means any of GE Company and its wholly or majority-owned divisions and subsidiaries, and includes Electric Insurance Company and its subsidiaries.
- *GE Group* ("GE") is defined as all GE Entities.
- *GE Personal Information* is defined as any Personal Information that is obtained in the context of an individual's relationship with GE and which GE processes for its own purposes. Such Personal Information may include, for example, employment data obtained in the context of an employment relationship with GE, customer data obtained in the context of a customer relationship with GE and supplier data obtained from GE's suppliers.
- *GE Customer Personal Information* is defined as any Personal Information that is obtained in the context of the provision of services by GE to a Customer under a Service Agreement and which GE processes on behalf of the Customer. Such Personal Information may include, for example, professional identification information used to log into GE services, system and machine log data, and business communications that a customer maintains and processes on GE services.
- *Personal Information* is defined as any information relating to an identified or identifiable natural person ('data subject'); an identifiable 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.
- *Processing* refers to any action or set of actions that is performed on Personal Information, whether in whole or part by automated means, such as collecting, recording, organizing, storing, modifying, using, disclosing or deleting such information and "*process(es)*" will be interpreted accordingly.
- *S&L Policy* is defined as GE's [Code of Conduct](#) and [The Spirit & The Letter](#), including the Cyber Security & Privacy Policy, which are binding upon all GE personnel.

- *A Service Agreement* is defined as any agreement under which GE provides services to a Customer that involve processing of GE Customer Personal Information, and which incorporates wording requiring GE to comply with the Commitment when providing such services.

GE may publish standards ("Standards") applicable to specific categories of Personal Information and/or types of processing, such as the *GE Employment Data Protection Standards*. These Standards supplement the Commitment, provide at least the level of protection for Personal Information described in the Commitment, provide additional, specific purposes for processing Personal Information, and may provide specific examples of types of Personal Information. In case of a conflict of terms between the Commitment and the Standards, the provisions of the Commitment prevail over those of the Standards.

GE recognizes that certain laws may impose stricter or additional requirements than those described in this Commitment. GE will handle Personal Information in accordance with the Commitment unless in conflict with local law, in which case local law will prevail. When in doubt over the action to take in the event of a conflict arising, GE may consult with the competent data protection authority.

The Commitment facilitates cross-border flows of Personal Information within the GE Group. Where cross-border flows satisfy the requirements of the *Cross-Border Transfers* section of this Commitment, there will be an appropriate legal basis for such cross-border transfers of Personal Information. GE Businesses may rely on the Commitment, including the provisions of the Appendix, for a Services Agreement where they (a) reference the Commitment in the Service Agreement, and (b) assure compliance with the provisions of the Commitment, including the Appendix, as concerns GE Customer Personal Information processed under the Service Agreement.

II: Processing of Personal Information

GE will observe the following principles when processing Personal Information and will provide reasonable cooperation and assistance to Customers to facilitate their observance of the same principles. Where required by Applicable Privacy Law, this shall include assisting Customers with privacy impact assessments, necessary consultations with relevant data protection authorities and with implementing compliance measures such as privacy by design and by default.

Fairness: *Processing should be fair and lawful*

GE will process Personal Information fairly and lawfully. In

particular, GE will:

- respect Applicable Privacy Law and the rights and freedoms of individuals; and
- follow GE's S&L Policy, which sets GE's policy requirements for the treatment of Personal Information.

Purpose: *Purposes for Processing should be specific and legitimate*

GE will limit the processing of Personal Information to the fulfillment of GE's specific, legitimate purposes, as described in this Commitment, the S&L Policy, Service Agreements or Standards relating to this Commitment. GE will only carry out processing that is compatible with such purposes or with the specified purposes for which the Personal Information was collected, unless GE has the unambiguous consent of the individual or confirmation from the relevant Customer that such consent has been obtained where required.

Without prejudice to the foregoing, when an individual provides GE with GE Personal Information of one of their contacts, GE will process that Personal Information only for the purposes for which it was collected, unless GE has the contact's unambiguous consent.

In general, GE will process Personal Information in one of the following situations:

- where GE has a legitimate interest which justifies the processing, except to the extent that GE's legitimate interests are overridden by the legitimate interests, rights and freedoms of the individual;
- where the processing is necessary for the maintenance or the performance of a legal relationship between GE and the individual;
- where the processing is necessary for complying with an obligation imposed on GE by applicable law, regulation, or governmental authority;
- where there are exceptional situations that threaten the life, health or security of the individual or of another person;
- where the processing is in connection with GE's performance of a Service Agreement;
or
- in accordance with Applicable Privacy Law, after obtaining the individual's freely given, unambiguous consent.

Where consent has been obtained directly by GE, GE will provide a process to allow individuals to withdraw their consent, to the extent required under Applicable Privacy Law, at any time and without charge.

Proportionality: *Information should be adequate and relevant*

GE will limit the processing of GE Personal Information to that which is adequate, relevant and necessary in relation to the purposes for which GE collects and uses it.

Information Quality: *Information should be accurate and current*

GE will take reasonable steps to ensure that GE Personal Information is accurate and kept up to date and to provide Customers with a means of ensuring that GE Customer Personal Information is accurate and kept up to date. GE will keep GE Personal Information only for as long as is necessary for the purposes for which it is collected and used, and delete or render it anonymous after such retention requirements have been met.

Following a valid Customer request and where reasonably practicable to do so, GE will:

- perform or provide Customer with the means to rectify, update, anonymise or delete (as applicable) GE Customer Personal Information; and
- notify this fact to each GE Entity or third party to whom the GE Customer Personal Information has been disclosed.

Transparency: *Privacy practices should be clear*

GE will adopt and publish privacy guidelines and standards that govern the processing of Personal Information in particular contexts. Such guidelines and standards will be based upon this Commitment.

For GE Personal Information, and where required by Applicable Privacy Law, GE will make available to individuals at the point of collection or, where the Personal Information is not obtained from the relevant individual, within a reasonable period of such collection, information about:

- GE's identity and contact details;
- contact details for the data protection officer, where applicable;
- the intended purpose and legal basis of the processing;
- any intended recipients or categories of recipients of the Personal Information;
- cross-border data transfers;
- the source(s) of any GE Personal Information not collected directly from the individual, except where a disproportionate effort is required to identify such source(s);
- how individuals may exercise their rights with regard to the GE Personal Information; and
- additional explanations to the extent necessary to ensure fair processing, such as: (i) retention of Personal Information; (ii) data subject rights; (iii) why the Personal Information is required and whether providing it is mandatory; (iv) possible consequences of not providing the Personal Information; and (v) the existence and details of any automated decision-making, including profiling.

Where GE collects GE Personal Information through the Internet or by other electronic means, GE will post an easily accessible privacy notice that meets these transparency requirements.

This privacy notice will include a reminder of the individual's privacy rights where required by Applicable Privacy Law.

GE may process GE Personal Information collected through the use of passive collection technologies such as cookies and similar technologies to display advertising, manage advertising on the Internet, or to provide advertising based on an individual's browsing activities and interest. Where this is the case, GE will provide individuals with reasonable means of opting out of interest-based advertising.

III: The Commitment in Operation

Sensitive Information

To the extent a GE Entity processes GE Personal Information which is Sensitive Information (such as information about racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric data, health, sex life or sexual orientation), the GE Entity will ensure that the individual is informed of such collection and processing.

For GE Personal Information which is Sensitive Information and when required by Applicable Privacy Law, the person's explicit consent to the processing and particularly to the transfer of such Personal Information to or from non-GE Entities will be obtained at the point of collection.

Appropriate security and protection measures (e.g. physical security devices, encryption, and access restrictions) will be provided depending on the nature of these categories of Personal Information and the risks associated with the intended uses.

Working with Suppliers

In the ordinary course of operations, GE may provide Personal Information to selected suppliers or service providers hired to perform certain processing or other services on its behalf.

GE will strive to ensure that new supplier engagements provide for processing of Personal Information in a manner consistent with this Commitment and Applicable Privacy Law by means of a legal relationship established through a contract or other legally binding and permissible means. Under such contracts, suppliers must implement adequate security measures and may only process Personal Information in accordance with GE's instructions.

Cross-Border Transfers

GE will be entitled to carry out cross-border transfers of Personal Information within the GE Group, based upon recipient Group members' adherence to the relevant parts of this Commitment as a Controller or Processor (as the case may be). No cross-border transfer will be made to a new Group member until such member is bound by this Commitment.

Additionally, GE will be entitled to carry out cross-border transfers outside the GE Group when one of the following criteria is satisfied:

- GE ensures that the recipient will afford the minimum level of protection provided for in this Commitment. Such protection may, for example, result from appropriate contractual clauses or other mandatory privacy rules;
- where the transfer is necessary and in the interest of the individual in the context of a contractual relationship, to protect the vital interests of the individual or of another person, or when legally required on public-interest grounds; or
- the country to which such information is transmitted affords, as a minimum as concerns EU Personal Information, the level of protection provided by adequacy decisions of the EU Commission.

As part of GE's commitment to accountability, GE will be ready to demonstrate that a cross-border transfer complies with the protections provided for in this Commitment, in particular where so required by a competent supervisory authority.

Other Sharing of Personal Information

GE may share Personal Information with third parties where necessary for complying with an obligation imposed on GE by applicable law, regulation, or governmental authority or in connection with any GE merger or acquisition activity or the insolvency or re-organization of any part of GE.

IV: Information Security

Measures

GE will strive to protect Personal Information with appropriate technical and organizational measures to ensure its integrity, confidentiality, security and availability.

The precise measures in each case will depend on the risks, the possible consequences to individuals, the sensitivity of the information, the state of technological art, the context in which the processing is carried out, and (where appropriate) the obligations contained in any Applicable Privacy Law or under any Service Agreement.

In accordance with Applicable Privacy Law, GE will provide reasonable assistance to Customers in ensuring the security of their processing and will inform Customers with respect to GE Customer Personal Information, and relevant individuals with respect to GE Personal Information, of any security breach that could significantly affect them, as well as the measures GE is taking for its resolution. GE will seek to provide this information without undue delay, in order to enable the affected parties to protect their rights.

In respect of breaches of EU Personal Information, GE will notify such breaches to its EU headquarters or an EU GE Entity with delegated data protection responsibilities and to the GE Chief Privacy Officer.

Confidentiality

GE will maintain the confidentiality of Personal Information that GE processes, except where disclosure is required by an applicable operational or legal requirement. This obligation shall continue even after the relationship with the individual or Customer has ended.

V: Implementing the Commitment

Accountability

GE is accountable for fulfilling the requirements set out in this Commitment and under Applicable Privacy Law. In particular, GE will:

- take the necessary measures to observe the requirements of this Commitment and of Applicable Privacy Law; and
- have the necessary internal mechanisms in place to demonstrate such observance to individuals, to Customers and to competent supervisory authorities, including maintaining a record of all of its processing activities in accordance with Applicable Privacy Laws and making it available to competent supervisory authorities on request.

Except where prohibited by a law enforcement authority, any member of the GE Group shall promptly inform the GE Chief Privacy Officer or, in respect of processing of GE Customer Personal Information, the Customer and the data protection authority with jurisdiction over the Customer, as well as the competent data protection authority for GE, if it has reasons to believe that the legislation applicable to it prevents the relevant GE Entity from fulfilling its obligations under the Commitment or under any Service Agreement. In the event of being so informed, the Customer may exercise its rights under paragraph 1.3 of the Appendix.

Where legislation applicable to a GE Entity in a non-EU country is likely to have a substantial adverse effect on the guarantees provided by the Commitment (including legally binding requests for disclosure of Personal Information), GE will report this to the competent supervisory authority as required by Applicable Privacy Law.

Where any notification to a supervisory authority required under this Commitment (including the Appendix) is prohibited, GE will use its best efforts to obtain the right to waive this prohibition to the extent possible.

If such a waiver cannot be obtained, GE will provide general information on any legally binding requests it receives to the competent supervisory authorities no more than once a year to the extent required by Applicable Privacy Law.

GE shall not disclose GE Personal Information or GE Customer Personal Information to any public authority to the extent such disclosure would be massive, disproportionate and indiscriminate, in a manner that would go beyond what is necessary in a democratic society.

GE's Privacy Program

GE's privacy program includes:

- procedures to prevent, detect and resolve information breaches;
- the appointment of a Chief Privacy Officer, a Europe Privacy Leader and a network of Privacy Leaders with adequate qualifications, resources and powers for exercising their supervisory functions;
- periodic education and awareness programs focused on achieving a good understanding of the principles of this Commitment for all employees, and a thorough understanding of this Commitment and GE's policies and procedures and Applicable Privacy Law for employees who have permanent or regular access to Personal Information or are involved in the collection of Personal Information or in the development of tools used to process Personal Information;
- periodic audits conducted (including on request by GE's Chief Privacy Officer) by qualified and, where appropriate, independent parties to verify compliance with the principles in this Commitment, including the Appendix, GE's policies and procedures, and Applicable Privacy Law. GE's audit program covers all aspects of the Commitment, including the Appendix, including methods for ensuring that remedial actions are implemented. The results of such audits are communicated to GE's Chief Privacy Officer and relevant privacy leaders, as well as to executive management, and will be made available to the Customer to the extent specified in the relevant Service Agreement;
- a "Privacy by Design" approach and a "Privacy by Default" approach, which will include technical specifications and the development, implementation or adaptation of information systems and/or technologies which will promote compliance with this Commitment, GE's policies and procedures and Applicable Privacy Law;
- the use of privacy impact assessments, where required by Applicable Privacy Law or by the competent data protection authority (and consulting with such data protection authority, where required by Applicable Privacy Law), before implementing or substantially modifying information systems and/or technologies for processing Personal Information or new methods of processing Personal Information; and

- the development and implementation of plans to respond to significant violations of this Commitment or any Applicable Privacy Law, including obligations to determine the cause and extent of any such violation, to describe its harmful effects and to take the appropriate measures to avoid future violations.

GE's Network of Privacy Leaders

GE's privacy program relies on a network of privacy leaders, including a Chief Privacy Officer, who reports to GE senior executive management, and a Europe Privacy Leader. The Chief Privacy Officer is accountable for ensuring GE's overall compliance with this Commitment and Applicable Privacy Laws. Further, GE's Chief Privacy Officer has created the global privacy working group comprised of senior legal or compliance personnel from each GE business or critical function who have primary legal responsibility for privacy and data protection oversight within their business units or functions. The privacy leaders work with the stakeholders in their business unit or function to comply with Applicable Privacy Laws and to implement appropriate controls designed to detect, prevent, mitigate, and manage privacy and data protection risks arising in each business unit or function.

Interpretations of the Commitment

Interpretations of the scope of the Commitment, including legal entities covered by the Commitment and application of the Commitment to activities of the GE Group and other operational elements of the Commitment, shall be resolved by the global privacy working group, and, for employment-related questions, the Employment Data Protection Committee, led by the GE's Chief Privacy Officer. GE Entity-specific questions or operations shall be the responsibility of the privacy leader within the applicable business unit.

Cooperation and Coordination with Supervisory Authorities

GE will cooperate with any competent national or regional supervisory authority responsible for privacy law which has good cause to question any processing of Personal Information by GE, and GE will comply with such competent supervisory authority's decisions on any issue related to this Commitment. GE's Chief Privacy Officer or his or her designee will be responsible for such cooperation.

In addition, GE will consent to audits initiated by these authorities (including the competent data protection authority for any Customer) or, in the case of processing of EU Personal Information, by the designated EU Lead Data Protection Authority and / or other competent EU supervisory authorities, as required by Applicable Privacy Law for the exercise of such authority's responsibilities. GE will further provide the competent data protection authorities with access to the results of any such audit upon request.

If requested by a Customer and to the extent required under Applicable Privacy Law, GE will consent to reasonable audits by the Customer of GE's processing activities relating to that Customer only. The audit may be carried out by the Customer or by an independent third party

auditor appointed by the Customer in agreement with the competent data protection authority, provided that such third party holds the required professional qualifications and is bound by a duty of confidentiality and security.

VI: Individual Rights

In accordance with Applicable Privacy Law, an individual who has satisfactorily established his or her identity to GE may exercise the following rights in relation to GE Personal Information GE holds about him or her. Should GE determine that the exercise of a right under this section of the Commitment is not valid, GE will inform the individual of the reasons that led to this conclusion.

Should GE determine that the exercise of an individual's right under this section of the Commitment relates to GE Customer Personal Information, GE will communicate this fact promptly, to the relevant Customer and will not respond to the relevant individual unless authorized by the Customer to do so. Further, GE will, at the Customer's cost or as otherwise agreed in a Service Agreement, provide reasonable assistance to Customers in meeting their processing obligations towards individuals.

In particular, GE will execute any necessary measures, as reasonably requested by the Customer, in relation to the rectification, deletion or anonymization of GE Customer Personal Information. GE will also ensure that each GE Entity to whom such GE Customer Personal Information has been disclosed is informed of the rectification, deletion or anonymization.

Access: *Individuals may see information*

Where required by Applicable Privacy Law, following a request by an individual, GE will provide him or her with the GE Personal Information which GE holds, including (where not obvious) the source of the information, the purposes of any processing of that information by GE and the recipients, or categories of recipients, to whom such information is or will be disclosed.

Correction and Deletion: *Valid requests for correction, deletion should be respected*

An individual has the right to ask GE to correct or delete GE Personal Information about him or her that may be incomplete, inaccurate or excessive.

Where the request is valid, GE will rectify or delete the information as requested and, where reasonable to do so, will confirm to the individual that it has done so. Where they are known and it is reasonably practicable to do so, GE will also notify this fact to any third party to whom the GE Personal Information has been disclosed.

Deletion of Personal Information is not valid when it must be retained for the performance of an obligation imposed on GE by any applicable law, or by the contractual relationship between GE and the individual, or in the context of a dispute, or other legal retention requirement.

Objections

Any individual has the right to object to the processing of GE Personal Information by GE on grounds related to his or her specific personal situation, for example, where the individual's life or health is at risk due to the processing of GE Personal Information. An individual also has the right to object to any such processing, without cause, to the extent such right is provided for under Applicable Privacy Law, for example where the processing is carried out for direct marketing purposes. In respect of EU Personal Information, GE will cease processing such information where the objection is justified or otherwise legitimate in accordance with Applicable Privacy Law. The exercise of this right to object may be superseded where GE can demonstrate that its compelling legitimate interest in continuing the processing overrides the interests or fundamental rights and freedoms of the individual.

An individual also has the right to object to decisions that are based solely on automated processing (including profiling) of GE Personal Information and that produce legal effects that significantly affect the individuals involved, except when the decision was specifically requested by that individual or when the processing is necessary for the establishment, maintenance or performance of a legal relationship between GE and the individual with respect to applicable local law. In the latter cases, the individual may give his or her views on the automated decision.

Where Applicable Privacy Law permits, an individual may object to the processing of GE Personal Information by GE for marketing purposes.

Restriction

An individual also has the right to request the restriction of any processing of GE Personal Information by GE, to the extent such right is provided for under Applicable Privacy Law, for example where the accuracy of the GE Personal Information is contested. In respect of EU Personal Information, GE will cease processing such information where the restriction is justified, with the exception of storage and other permitted continued processing under Applicable Privacy Law.

Complaints, Concerns and other Feedback

Any individual who claims to have suffered damage as a result of non-compliance by a GE Entity with this Commitment, or any individual who has any other concerns or complaints or otherwise wishes to provide feedback in connection with this Commitment, may file an inquiry via the following channels:

- Internal concern reporting: <http://integrity.ge.com> or <http://security.ge.com>.

- External concern reporting: corporate.privacy@ge.com, ombudsperson@corporate.ge.com, or directors@corporate.ge.com. Individual GE businesses may provide additional means of submitting inquiries or complaints.
- Privacy-related complaints and concerns are directed to, and addressed by, GE's network of privacy leaders, including GE's Chief Privacy Officer, European Privacy Leader or Compliance Officer, as applicable, and shall be addressed promptly.

If a complaint arises in relation to GE Customer Personal Information, GE will only be required to handle the complaint if the Customer has become insolvent, factually disappeared or has ceased to exist at law and only where the legal obligations of the Customer have not been assumed by a successor entity.

GE endeavors to respond to complaints within thirty days of receipt and, in the event of any delay in responding (which in any case shall not exceed a further period of two (2) months), GE will promptly inform the complainant, giving reasons for the delay.

If GE considers the complaint to be justified, it will take reasonable steps to resolve the complaint to the reasonable satisfaction of the individual.

If the individual is unsatisfied by GE's response to the complaint (including where GE has rejected the complaint), the individual may exercise his or her enforcement rights under the Enforcement Rights section of the Commitment.

APEC Complaints

GE complies with the APEC Cross Border Privacy Rules (CBPR) system. The APEC CBPR system provides a framework for organizations to ensure protection of personal information transferred among participating APEC economies. More information about the APEC framework can be found [here](#). Any individual who has concerns regarding GE's compliance with this Commitment within countries governed by the APEC Cross Border Privacy Rules may contact GE's trustmark agent, GE's U.S.-based third party dispute resolution provider (free of charge) via this [link](#).

VII: Enforcing the Commitment

Enforcement Rights

GE will inform individuals of a security breach affecting their GE Personal Information that could significantly affect them, and will inform GE Customers of a security breach of GE Customer Personal Information that could significantly affect them, where GE is required to do so under Applicable Privacy Law.

In accordance with EU Privacy Laws GE will keep a record of all security breaches affecting GE Personal Information or GE Customer Personal Information, comprising details of the breach, its effects and the remedial action taken. GE will make these records available to its EU Lead Data Protection Authority on request.

With respect to GE Personal Information, an individual who has suffered damage as a result of a breach of this Commitment by any of the entities of the GE Group bound by the Commitment is entitled to receive compensation for the damage suffered, in accordance with Applicable Privacy Law.

With respect to GE Customer Personal Information, an individual who has suffered damage as a result of a breach of this Commitment, by any of the entities of the GE Group bound by the Commitment, will be entitled to receive compensation for the damage suffered as required under Applicable Privacy Law, only if the individual is unable to bring a direct claim against the Customer, due to the Customer becoming insolvent, having factually disappeared or ceasing to exist at law and only where the legal obligations of the Customer have not been assumed by a successor entity.

With respect to GE Customer Personal Information that is EU Personal Information, an individual who has suffered damage as a result of a breach of this Commitment by any of the entities of the GE Group bound by the Commitment, will be entitled to directly enforce this Commitment against the relevant GE Entity and to receive compensation for the damage suffered as required under Applicable Privacy Law, to the extent that the breach relates to any of the following provisions of this Commitment:

- duty to respect the Customer's instructions regarding data processing (Appendix paragraph 1.1);
- duty to implement appropriate technical and organizational security measures (IV: Information Security – Measures);
- duty to notify the Customer of a security breach relating to GE Customer Personal Information (IV: Information Security – Measures);
- duty to respect the Commitment when engaging a subcontractor (Appendix paragraph 2.3);
- duty to cooperate with and assist the Customer in complying with and demonstrating compliance with Applicable Privacy Law (II: Processing of Personal Information and VI: Individual Rights);
- duty to provide easy access to the Commitment (I: Introduction – Objective);
- right to complain through internal mechanisms (VI: Individual Rights – Complaints, Concerns and other Feedback);
- duty to cooperate with the supervisory authority (V: Implementing the Commitment – Cooperation and Coordination with Supervisory Authorities);
- provisions in relation to liability, compensation and jurisdiction (VII: Enforcing the Commitment – Enforcement Rights / Liability); or

- duty to be transparent where national legislation prevents GE from complying with this Commitment (V: Implementing the Commitment – Accountability and Appendix paragraphs 3.1 and 3.2).

An individual who is entitled to receive compensation by virtue of any of the four previous paragraphs may enforce his or her rights as provided in this Commitment, by direct recourse to the courts or other judicial authority.

European Union Enforcement

In respect of EU Personal Information, a data subject may enforce his or her rights as provided in this Commitment against: (i) the breaching GE Entity (if in the EU), or (ii) the EU GE Entity exporting Personal Information (if the breaching GE Entity is outside the EU). Where it is not possible to enforce such rights against the GE Entities listed in (i) or (ii) above, these rights may be enforced against the European headquarters of the breaching GE Entity, by direct recourse to the appropriate courts or other judicial authority in the jurisdiction of the relevant GE Entity against which the claim is brought or in the jurisdiction of the data subject's place of habitual residence. In the same manner, again in respect of EU Personal Information, a data subject may pursue an administrative remedy before a competent data protection authority in his or her place of residence or work, or in the place in which the alleged infringement occurred, against the GE Entities referred to directly above. Where permitted under local law, GE may specify alternative mechanisms for resolving disputes.

In the event that a GE Entity breaches the Commitment or a Service Agreement, or a subcontractor breaches any agreement entered into with GE in accordance with paragraph 2.3 of the Appendix, in each case with respect to GE Customer Personal Information, the Customer shall have the right to seek judicial remedies and compensation against (i) the breaching GE Entity (if in the EU), or (ii) the EU GE entity exporting Personal Information (if the breaching GE Entity is outside the EU). Where it is not possible to seek such remedies against the GE Entities listed in (i) or (ii) above, these remedies may be sought against the EU headquarters of the breaching GE Entity.

Further, in respect of claims concerning EU Personal Information, where an individual or Customer demonstrates that they have suffered damage and establishes facts which show it is likely that the damage has occurred because of a breach of the Commitment, the GE Entity with responsibility for addressing the matter will need to prove that the alleged GE Entity or external sub-processor was not responsible for the breach of the Commitment giving rise to those damages or that no such breach took place.

Finally, where a GE Entity and a Customer are both found to be responsible for any damage caused to an individual by the processing of GE Customer Personal Information, which is EU Customer Personal Information, the individual will have the right to receive compensation for the entire damage directly from GE if the data subject is not able to bring a claim against the controller.

Liability

The GE Entity against which rights may be enforced (above) will take necessary remedial actions and will assume liability for the damages caused to individuals for GE Personal Information, or Customers for GE Customer Personal Information, as a result of processing of Personal Information that has infringed any provisions of this Commitment, unless GE can demonstrate that the damage could not be attributed to GE or a GE supplier.

The above liabilities are not affected by any action GE may take against any supplier or other party involved in processing of Personal Information. GE recognizes that it may also be liable for penal, civil, or administrative penalties arising in case of breach of any Applicable Privacy Law.

GE anticipates that the steps it has taken to comply with Applicable Privacy Law under its privacy program, referred to in section V above, will be considered when determining the application or extent of any liability or penalty which may be imposed upon GE for breach of any Applicable Privacy Law.

VIII. Changes to the Commitment

GE reserves the right to modify the Commitment as needed, for example, to comply with changes in law, regulations, GE practices and procedures, or requirements imposed by competent supervisory authorities. GE's Corporate Privacy Office records changes made to the Commitment and prior to making a material change to the Commitment, where necessary, GE will: (i) submit the Commitment for renewed approval to the relevant data protection authorities (via its lead data protection authority) or trustmark agent in accordance with Applicable Privacy Law; (ii) notify individuals whose GE Personal Information is subject to the change via a notice on the [GE website](#); (iii) notify all GE Entities that are bound by this Commitment; and (iv) notify all Customers that are bound by a Service Agreement.

Where any proposed change to the Commitment will have a materially detrimental effect upon the processing conditions for GE Customer Personal Information, GE shall promptly notify the Customer of such proposed change and the Customer may, for good cause in its reasonable discretion:

- object to the incorporation of the proposed change for the purposes of an existing Service Agreement; or
- terminate the relevant Service Agreement on at least 90 days' written notice to GE.

GE's Corporate Privacy Office maintains a list of GE Entities and of its suppliers that conduct Personal Information processing activities on behalf of Customers and makes these lists available to relevant Customers, individuals and its lead EU data protection authority, where required by Applicable Privacy Law. GE will also provide a list of GE Entities that are bound by the Commitment, along with a report on any substantial changes to the Commitment, upon request, up to once per year, to relevant data protection authorities via its lead EU data protection authority. Where a change will affect the level of protection offered by this

Commitment or otherwise significantly affect this Commitment, it will be communicated promptly to the competent supervisory authorities. GE will also provide related information to

individuals or the competent regulatory authorities upon request where required by Applicable Privacy Law.

This Commitment was last updated: December 18, 2018

Appendix – Additional Clauses for Processing of GE Customer Personal Information

1. Processing of Personal Information

1.1 GE will only process GE Customer Personal Information on behalf of the Customer and only in accordance with the Customer's instructions, including with regard to transfers of GE Customer Personal Information to countries outside the European Economic Area, unless required to do so by Union or Member State law to which GE is subject. In such a case, GE will inform the Customer of that legal requirement before the processing takes place, unless that law prohibits the provision of such information on important grounds of public interest.

1.2 GE will require that all members of the GE Group that process GE Customer Personal Information and their employees comply with: (i) the Customer's instructions regarding processing of the GE Customer Personal Information; and (ii) the security and confidentiality measures set out in the Service Agreement.

1.3 In the event that GE is unable to comply with paragraph 1.2 above, it will promptly notify the Customer and the Customer may, for good cause in its reasonable discretion: (i) suspend all processing of GE Personal Information; and/or (ii) terminate the Service Agreement, in each case, on a minimum of 90 days written notice to GE.

2. Sub-Processing of Personal Information

2.1 The Customer acknowledges and agrees that GE will have the right to subcontract the processing of the Customer's Personal Information within the GE Group and to GE's third party suppliers and that no further approval will be required for any such subcontracting.

2.2 Notwithstanding paragraph 2.1 above, where required by law, GE will provide the Customer with reasonable notice of any addition to or replacement of GE Entities and subcontractors to whom it subcontracts any processing and the Customer may, for good cause in its reasonable discretion: (i) object to any such addition or replacement; or (ii) terminate the Service Agreement on a minimum of 90 days written notice to GE.

2.3 Where GE subcontracts any processing of the GE Customer Personal Information under the Service Agreement, it will do so only by way of a written agreement with the relevant subcontractor, which shall impose equivalent obligations on the subcontractor to those that apply to GE under the Service Agreement.

3. Requests for Disclosure of GE Customer Personal Information

3.1 GE will notify the Customer of any legally binding request that it receives from a law enforcement authority for the disclosure of the GE Customer Personal Information, unless otherwise prohibited by applicable law, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation.

3.2 In any event, GE will not act upon any such request for disclosure without first, unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation: (i) informing the competent regulatory authority and (ii) allowing the customer to inform the competent data protection authority for the Customer.

4. Effect of Termination

4.1 On termination of the Service Agreement, unless otherwise agreed with the Customer or prevented from doing so by applicable law, GE will return or destroy (and in the case of destruction, certify to the Customer that it has done so) all of the GE Customer Personal Information and all copies it holds thereof. Where GE is prevented by law from returning or destroying GE Customer Personal Information, GE will inform the Customer that it is prevented from returning or destroying the GE Customer Personal Information and agrees to thereafter maintain the confidentiality of the GE Customer Personal Information and cease from further actively processing the GE Customer Personal Information except as required by law.