

CAE Privacy and Data Protection Policy applicable to Suppliers and Subcontractors

This Privacy and Data Protection Policy applicable to Suppliers and Subcontractors (“**PDPP**”) forms part of and applies to the CAE Purchasing - General Terms and Conditions (“**GTC**”) that form part of and apply to each Purchase Order (“**PO**”) referring thereto that an authorized procurement or global strategic sourcing representative (“**Representative**”) of CAE Inc. or the entity affiliated to CAE Inc. identified in the PO (“**CAE**”) may issue to the addressee (“**Supplier**”) The PO, the GTC and any documents incorporated by reference therein, including this PDPP, collectively referred to herein as the “**Contract**”.

For the purposes of the Clauses:

- (a) “Personal Information” means any information or data relating to an identified or identifiable natural person (data subject); an identifiable natural 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; and
- (b) “Data Protection and Privacy Laws” refers to the national or territorial data protection and data privacy legislation implemented in the jurisdictions in which CAE operates. For example, the General Data Protection Regulation (GDPR) applies to all processing of Personal Information carried out in the European Union. The Personal Information Protection and Electronic Documents Act (PIPEDA) is one of the data protection and privacy laws that apply to CAE in Canada in the course of its commercial activities.

Supplier agrees:

- (a) to process Personal Information that Supplier received for or during the performance of the Contract, only based on the written instructions of CAE and only to the extent necessary to fulfill its obligations under this Contract or as required by applicable laws;
- (b) to treat all Personal Information as confidential;
- (c) to limit access to Personal Information to those of its representatives who have a need to be familiar with it;
- (d) to advise its representatives receiving Personal Information, to keep Personal Information confidential on no less stringent terms as those that apply to Supplier under the Contract;
- (e) except as may be otherwise expressly provided for in this Contract or by applicable law, not to disclose or transfer Personal Information to any third party, including any agent or sub-contractor of Supplier, unless:
 - (i) CAE has consented in writing to such disclosure or transfer; and
 - (ii) the Supplier has obtained written confirmation from the third party that it shall abide by all the requirements of this PDPP.
- (f) in any event, to remain fully responsible and liable for the use and disclosure of any Personal Information that Supplier transfers or discloses to any third party;
- (g) upon the termination or expiration of this Contract or upon request by CAE, except if prohibited by applicable laws, to cease all use of Personal Information and to return or destroy all Personal Information in its possession or control, including any copies, at the direction of CAE. Supplier shall certify such return/destruction within a timeframe reasonably requested by CAE;
- (h) to establish, implement and maintain privacy policies and practices to protect Personal Information from unauthorized access, use or disclosure;
- (i) to permit representatives of CAE to review its privacy policies and practices and the privacy policies and practices of its subcontractors in place for the handling of Personal Information; and to implement, and/or

direct that its subcontractors implement, any changes that CAE reasonably considers necessary in order to protect the confidentiality of Personal Information;

- (j) to establish, implement and maintain adequate security measures to protect the security and confidentiality of Personal Information, including physical, technological and administrative measures that are no less stringent than the measures included in CAE's Information Security Terms for Suppliers available on CAE's webpage for suppliers: <https://www.cae.com/suppliers/>;
 - (k) to permit representatives of CAE to review Supplier's and its subcontractors' security measures and its processes in place for the movement, use and storage of Personal Information and to implement, and/or direct that its subcontractors implement, any additional, enhanced or alternative security measures that CAE reasonably considers necessary in order to protect the security and confidentiality of Personal Information;
 - (l) to immediately forward to CAE any request by any data subject to access or amend its Personal Information and that to cooperate with CAE in responding to such request in accordance with Data Protection and Privacy Laws;
 - (m) to allow any data subject to exercise their rights in accordance with Data Protection and Privacy Laws;
 - (n) unless expressly prohibited by law, to immediately notify CAE of any inquiries, complaints, or notices of investigation or non-compliance received from any regulatory authority or agency related to the collection, use or disclosure of Personal Information, and to provide commercially reasonable assistance to CAE in responding to any such inquiries, complaints or notices;
 - (o) if Supplier is required or becomes compelled by a law or a judicial, regulatory or administrative order to disclose any Personal Information, unless expressly prohibited by law, to promptly (and in any event before complying with any such requirement), notify CAE in writing, and cooperate with CAE in taking legally available steps to resist or limit the disclosure and to maintain confidentiality by the court or regulatory or administrative body;
 - (p) to notify CAE within 24 hours in the event it learns or has reason to believe that there has been any breach of its security measures relating to Personal Information, or unauthorized access to, acquisition, use or disclosure of any Personal Information (an "Information Security Breach"). Supplier shall comply with the obligations set forth under Section 22 of the GTC with respect to this Information Security Breach.
 - (q) to cooperate with and assist in, and to ensure that its subcontractors cooperate with and assist in, any reasonable investigation by CAE or any investigation by a regulator having proper jurisdiction by law or by Contract, including any but not limited to any privacy authority under applicable law of a complaint regarding any Personal Information that has been collected, used or disclosed by Supplier and/or its subcontractors.
- 1.2 Each Party represents and warrants that with respect to any and all Personal Information that it may disclose to the other under this Contract, the disclosing Party has fulfilled the requirements required by and in accordance with Data Protection and Privacy Laws (e.g. by obtaining the consent of data subjects, if applicable).
- 1.3 Each Party's obligations under this PDPP are in addition to, and not in substitution for, any other obligations respecting confidentiality or security that may be contained in this Contract and that the obligations of Supplier contained in this PDPP will survive the termination or expiration of this Contract or any renewal or extension thereof.
- 1.4 The Parties acknowledge that, in respect of all Personal Information controlled by CAE, and processed by Supplier on CAE's behalf, for the purpose of the provision of Services under this Contract, CAE alone shall determine the purposes for which and the manner in which Personal Information will be processed by Supplier.