



Data Security/Privacy Clause

The Parties acknowledge the importance of privacy and agree to handle all personal and sensitive information in accordance with applicable data protection laws and regulations, including but not limited to the General Data Protection Regulation (GDPR) and any other relevant laws.

Supplier shall take all appropriate measures (including but not limited to the use of encryption, access controls, periodic security audits and other security protocols to protect the confidentiality, integrity and privacy of Celestica's data and systems it is authorized to access, as well as the security of its own systems used to conduct business with Celestica.

Celestica's privacy policy is available in the following link <https://www.celestica.com/about-us/corporate-governance/compliance-and-ethics> and the Supplier commits to comply with it or Supplier's substantially similar policy. If a security breach occurs, resulting in unauthorized access, loss, destruction, alteration, or disclosure of data provided by Celestica and/or Celestica systems ("**Security Breach**"), Supplier must inform Celestica no later than twenty-four (24) hours of discovering the breach. Supplier shall investigate, mitigate, and remedy the breach at its own expense and must collaborate with Celestica in good faith to take appropriate action. Unless regulatory requirements dictate otherwise, Supplier must not disclose any details of a Security Breach to third parties without Celestica's prior consent.

Supplier must notify Celestica immediately if any regulatory notice of inquiry, investigation, or similar action is received as a result of a Security Breach and Supplier shall cooperate in good faith to comply with any such action. Supplier shall indemnify, defend, and hold Celestica and its affiliates harmless from any claims, actions, expenses, fines and costs incurred by Celestica as a result of a Security Breach originating from the Supplier's system or any other breach of the provisions outlined in this clause.

Data Retention Clause

Supplier shall retain Celestica's data only for as long as necessary to fulfill the purposes outlined in this Agreement or as required by applicable laws and regulations.

Supplier may retain data beyond the termination of this Agreement solely for backup, archival, or audit purposes. Supplier shall comply with all applicable laws, regulations, and industry standards relating to data protection, privacy, and data retention, and shall promptly inform Celestica of any changes to such laws or regulations that may affect the performance of this Agreement.

Where applicable, Supplier shall comply with the EU Standard Contractual Clauses located at https://commission.europa.eu/law/law-topic/data-protection/international-dimension-data-protection/standard-contractual-clauses-scc_en

Upon reasonable prior written notice from Celestica, Supplier shall allow Celestica or its designated representatives to audit Supplier's data handling practices and compliance with this Agreement, subject to Supplier's reasonable security and confidentiality requirements. These audits may be conducted upon any suspected event or post security incident or upon any non-compliances in the security report.

Supplier shall promptly address any deficiencies identified during such audit and take appropriate corrective action to ensure compliance with this Agreement.



Forced Labour Clause

Supplier hereby represents and warrants that it and its suppliers/subcontractors comply with all applicable laws, conventions and regulations relating to forced labour, including but not limited to the UK Modern Slavery Act 2015 and the California Transparency in Supply Chains Act 2010. Supplier expressly prohibits the use of forced labour, including any form of compulsory or involuntary labour, in any aspect of its operations, supply chain, or activities related to this Agreement. Supplier shall take reasonable steps to verify compliance with this forced labour clause, including conducting due diligence on its suppliers, subcontractors, and other business partners involved in the performance of this Agreement and providing Celestica with the results of such audits upon request.

In the event that Supplier becomes aware of any violation or potential violation of this forced labour clause by itself or any of its suppliers, subcontractors, or business partners, it shall take immediate action to remedy the situation and shall promptly report such violation to Celestica.

Supplier agrees to indemnify and hold harmless Celestica from any claims, damages, losses, liabilities, fines and expenses arising out of or related to any violation of this forced labour clause by Supplier, its employees, suppliers, subcontractors, or business partners.

Supplier agrees to cooperate fully with Celestica in any investigation or audit related to compliance with this forced labour clause and to provide all reasonable assistance and information requested by Celestica.

Sustainability

Supplier shall adhere to the United Nations Guiding Principles on Business and Human Rights (UNGPs) throughout its operations and business activities.

If applicable, Supplier shall provide the necessary data required for Celestica to comply with the Carbon Border Adjustment Mechanism as provided in the Commission Implementing Regulation (EU) 2023/1773 (as amended or replaced from time to time). The data provided shall include but not be limited to the quantity of direct and indirect emissions embedded within each product supplied to Celestica.

To support Celestica's strategy of emissions reduction in its value chain and Celestica's Science-Based Target, Supplier shall provide annual scope 1 and 2 emissions data (at a minimum) upon request by Celestica.