

KITZ Group Intra-Group Data Transfer Agreement

The KITZ Group Companies (the "Group Companies") listed below hereby enter into this intra-group data transfer agreement (this "Agreement") to ensure the proper handling of the personal information set out in Schedule IB, as follows:

- KITZ Corporation (Tokyo Shiodome Building, 1-9-1, Higashi-Shimbashi, Minato-ku, Tokyo 105-7305, Japan)
- Toyo Valve Co., Ltd. (Tokyo Shiodome Building, 1-9-1, Higashi-Shimbashi, Minato-ku, Tokyo 105-7305, Japan)
- YKV Corporation (Tokyo Shiodome Building, 1-9-1, Higashi-Shimbashi, Minato-ku, Tokyo 105-7305, Japan)
- KITZ Engineering Service Co., Ltd. (1-7-59 Akanehama, Narashino-shi, Chiba 275-0024, Japan)
- Shimizu Alloy Mfg. Co., Ltd. (928 Higashinumanamicho, Hikone-shi, Shiga, 522-0027, Japan)
- KITZ SCT CORPORATION (1-5-1 Omori-Kita, Ota-ku, Tokyo 143-0016, Japan)
- KITZ MICROFILTER CORPORATION (5125 Kanazawa, Chino-shi, Nagano, 391-8566, Japan)
- KITZ METAL WORKS CORPORATION (7377 Kobayakawa, Miyagawa, Chino-shi, Nagano, 391-8555, Japan)
- Hokutoh Giken Kogyo Corporation (4601 Wakamiko, Sutamacho, Hokuto-shi, Yamanashi, 408-0112, Japan)
- Hotel Beniya Co, Ltd. (2-7-21 Kogandori, Suwa-shi, Nagano, 392-0027 Japan)
- KITZ Corporation of America (10750 Corporate Drive, Stafford, Texas 77477, U.S.A.)
- KITZ SCT America Corporation (5201 Great America Parkway, Suite 238, Santa Clara, California 95054, U.S.A.)
- Metalúrgica Golden Art's Ltda. (Rua Getúlio Vargas 496, Bairro Renovação, Veranópolis, Rio Grande do Sul, Brazil, 95330-000)
- KITZ Corporation of Asia Pacific Pte. Ltd. (No.22 Pioneer Crescent, #03-06 West Park BizCentral Singapore 628556)
- KITZ Valve & Actuation Singapore Pte. Ltd. (No.22 Pioneer Crescent, #03-06 West Park BizCentral Singapore 628556)
- KITZ Valve & Actuation (Malaysia) Sdn. Bhd. (No.6, Jalan Teknologi Perintis, 1/2, Taman Teknologi Nusajaya, 79200 Iskandar Puteri, Johor Darul Takzim, Malaysia)
- KITZ Valve & Actuation Vietnam Co., Ltd. (U.1801, 18F, Park IX Building, No. 08 Phan Dinh Giot Str., Ward 2, Tan Binh District, Ho Chi Minh City, Vietnam)
- KITZ Corporation of Vietnam Co., Ltd. (Plot No. A-1, Thang Long Industrial Park (Vinh Phuc), Thien Ke commune, Binh Xuyen district, Vinh Phuc province, Vietnam)
- KITZ Valve & Actuation (Thailand) Co., Ltd. (388 Exchange Tower, 17th Floor, Unit 1701-1, Sukhumvit Road, Klongtoey Sub-district, Klongtoey District, Bangkok 10110, Thailand)
- KITZ (Thailand) Ltd. (426 Moo 17 Bangplee Industrial Estate soi.6/2 Debaratana Road Km.23, T.Bangsaothong, A.Bangsaothong Samutprakarn 10570 Thailand)
- KITZ Corporation of Korea (20 Hwajeonsandan 6-ro 54 beon-gil, Gangseo-gu, Busan , 04520, Korea)
- Filcore Co., Ltd. (60, Sangidaehak-ro, Siheung-si, Gyeonggi-do, #1Na-402, Shihwa Industrial Complex 15085, Korea)
- KITZ Corporation of Taiwan (No.26, E.5th st., N.T.I.P., Nanzi Dist. Kaohsiung, Taiwan, R.O.C.)
- KITZ Corporation of Kunshan (No.15 Taihu South Road Economic and Technology Development Zone, Kunshan, Jiangsu Province, P.R. China, 215300)
- KITZ Corporation of Jiangsu Kunshan (No.188, Zhongyang Road, B Zone, Kunshan Comprehensive Free Trade Zone, Jiangsu Province, P.R. China, 215300)
- KITZ Corporation of Shanghai (Room 1701-1704, International Corporate City, No.3000 North ZhongShan Rd., PuTuo District, Shanghai, P. R. China, 200063)
- KITZ Corporation of Lianyungang (No.16 Yun Yang Road, Lianyungang Economic and Technical

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- Development Zone, Jiangsu Province, P.R. China, 222047)
 - KITZ SCT Corporation of Kunshan (8-3, No.3 Road, Export Processing A Zone, Kunshan, Jiangsu, P.R. China, 215300)
 - KITZ Hong Kong Company Limited (Unit E, 33 Floor, Monterey Plaza, 15 Chong Yip Street, Kwun Tong, Kowloon, Hong Kong)
 - KITZ Corporation of Europe, S.A. (Ramón Viñas, 8 08930 Sant Adrià de Besòs Barcelona, Spain)
 - Perrin GmbH (Siemensstraße 1, 61130 Nidderau, Germany)
 - Micro Pneumatics Pvt. Ltd. (Plot No. 133-134, Vasai Municipal Industrial Area, Umela Phata, Papy, Vasai Road (West) - 401 207. Dist - Thane, Maharashtra, India)
 - Perrin Special Valves (Beijing) Co., Ltd. (Guanlian Industry Park, Kechuang East 5th Street No2, Optical Electric Mechanical Inte. Base, Tongzhou District, Beijing, China 101111)

Article 1

The following capitalized terms used in this Agreement shall have the following meanings ascribed to them unless the context otherwise requires:

- (1) "Personal Information" means information relating to a natural person which falls under any of the following items or information that is defined in the Act on the Protection of Personal Information (hereinafter, "Japanese APPI") or the other laws regarding data privacy and data security in the countries where data subjects are located (including Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation and Act on the Protection of Personal Information (Act No. 57 of 2003, hereinafter "GDPR") in Japan, but not limited to these; hereinafter "Privacy Law"):
 - a. information that contains a name, date of birth, or other description (meaning any and all matters (excluding an individual identification code set forth in the next item) stated, recorded or otherwise expressed using voice, movement or other method in a document, drawing or electromagnetic record; hereinafter the same) whereby a specific individual can be identified (including information that can be readily collated with other information and thereby a specific individual can be identified); or
 - b. information that contains an individual identification code (meaning characters, letters numbers, symbols, or other code) falling under either of the following items:
 - (i) characters, numbers, symbols, or other code into which partial physical characteristics of a specific individual are converted for use by computers and that enable identification of such individual; or
 - (ii) characters, numbers, symbols, or other code that are assigned in relation to the use of services provided to an individual or to the purchase of products sold to an individual or that are stated or electromagnetically recorded in a card or other document issued to an individual so as to enable identification of a specific user or purchaser or a person receiving the issued document by assigning, stating, or recording the same in a manner that differentiates each user, purchaser or person receiving the issued document.
- (2) "Provided Data" means Personal Information which a Data Provider provides to a Data Recipient as designated in Schedule 1B.
- (3) "Data Subject" means a specific individual identified or identifiable by Provided Data.
- (4) "Data Provider" means a company in the Group Companies that provides Personal Information.
- (5) "Data Recipient" means a company in the Group Companies that receives Personal Information.
- (6) "EEA" means the Member States of the European Union, Norway, Iceland and Lichtenstein.
- (7) "Authorized Countries" means those countries "prescribed by rules of the Personal Information Protection Commission as foreign countries establishing a personal information protection system recognized to have equivalent standards to that in Japan in regard to the protection of an individual's rights and interests" (Article 27(1) of Japanese APPI) and those countries which the authorities admit that data transfer from shall not require any specific authorisation including those which "the European Commission has decided that" "ensures an adequate level of protection" in Article 45 (1) of GDPR.

Article 2

Data Recipient shall abide by the KITZ Group Privacy Policy determined separately ("Group Privacy Policy") and process Provided Data according to the standards in compliance with the applicable Privacy Law (if the standards required by the Privacy Law applicable to Data Recipient are more stringent than those required by this Agreement) or to those in compliance with this Agreement and (if the standards required by this Agreement are more stringent than those required by the Privacy Law applicable to Data Recipient).

Article 3

Data Recipient shall abide by the rules described in Schedule II regarding processing personal information and take the Safety Control Measures described in Schedule III regarding Provided Data (including the personal information that Data Recipient has acquired or intends to acquire). If there exists any regulation applicable to Data Recipient according to the Privacy Law which is applicable in the country or region in which Data Recipient is located (hereinafter "Data Export Country") other than those stipulated herein, Data Provider shall notify the same and the content of the relevant regulations to Data Recipients, and in accordance with such a notification, Data Recipient shall take appropriate technical, personnel, physical and organizational safety control measures so that their processing of Personal Information complies with the requirements of any Privacy Law applicable in the Data Export Country and protect Data Subject's rights. When Data Provider reasonably think that the Safety Control Measures taken by Data Recipient are not sufficient, Data Provider and Data Recipient shall consult with each other with respect to the contents of the Safety Control Measures.

Article 4

Data Recipient shall impose a duty on its employees who are in charge of processing Provided Data to ensure the protection of the Provided Data.

Article 5

Data Recipient shall not provide a third party with the Provided Data without the prior consent from the Data Subject unless the provision is permitted by the applicable Privacy Law.

Article 6

Data Recipient shall, in the case of entrusting all or part of the handling of the Provided Data to a third party, exercise necessary and appropriate supervision over the third party to ensure the security control of the Provided Data the handling of which has been entrusted.

Article 7

If there occurs any security incident including leakage, damage, misuse and falsification of the Provided Data, Data Recipient shall immediately report such security incident to Data Provider.

Article 8

Data Recipient, upon the request from Data Provider, shall provide the Data Provider information needed by Data Provider to perform the duties in accordance with the Privacy Law applicable to the Data Provider and cooperate with Data Provider.

Article 9

If the performance of the duties described in this Agreement is found to or likely to violate this Agreement or applicable Privacy Law, Data Recipient shall immediately notify Data Provider.

Article 10

If Data Recipient violates this Agreement due to grounds attributable to it and the violation causes damages to Data Provider and/or a third party, the Data Recipient shall compensate them for the damages upon request.

Article 11

If a Data Provider located in EEA countries or the countries stipulated in Exhibit A provides Provided Data to a Data Recipient in a third country other than Authorized Countries, the Data Provider and the Data Recipient shall perform not only the duties in accordance with the other Articles in this Agreement but also those described in SCHEDULE IV according to the specifications of MODULE I. If there are any conflicts between the provisions of the main body of this Agreement and the provisions in SCHEDULE IV, the provisions in SCHEDULE IV shall take precedence.

Article 12

If a Data Provider located in the PRC provides Provided Data to a Data Recipient located outside of the PRC, the Data Provider and the Data Recipient shall perform not only the duties in accordance with the other Articles in this Agreement but also those described in Schedule V.

With respect to the Provided Data from the PRC, if required by PIPL, a separate prior consent by the Data Subject on such data processing shall be obtained upon providing the Data Subject with the names and contacts of the third-party data recipient, purposes and means of processing the Provided Data by such third-party and the categories of the Provided Data. If there are any conflicts between the provisions of the main body of this Agreement and the provisions in SCHEDULE V, the provisions in SCHEDULE V shall take precedence.

Article 13

Where Provided Data is transferred from a Data Provider which is located in Singapore or Malaysia to a Data Recipient which is located outside of Authorized Countries, the Data Recipient and the Data Provider shall comply with the obligations in Schedule VI in addition to their respective obligations under the remainder of this Agreement.

Article 14

This Agreement shall become effective as of the date of signing and remain in full force and effect during the period the Group Companies are consolidated subsidiaries of KITZ Corporation.

Article 15

This Agreement may be executed in two or more counterparts, each of which shall be deemed as an original, but all of which together shall constitute one and the same instrument.

This Agreement shall be deemed executed when a duplicate copy of the signature line has been signed by each party to this Agreement and delivered to all other parties. It is not required that all parties to this Agreement sign the same copy.

The exchange of copies of this Agreement and of signature pages by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, shall constitute effective execution and delivery of this Agreement as to the Parties and copies of this Agreement and of signature pages may be used in lieu of the original Agreement for all purposes.

Article 16

This Agreement (except for the Standard Contractual Clauses listed in Schedule IV) shall only be modified or amended in a writing executed by the parties hereto and the written modification or amendment shall contain clear reference to this Agreement and the purpose of the amendment. The same shall apply to modification of the requirements of the format. In the event any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions of this Agreement shall continue to be valid and enforceable.

Article 17

The Group Companies appoint KITZ Corporation as its representative for concluding, modifying or amending this Agreement (except for the Standard Contractual Clauses listed in Schedule IV). The Group Companies shall allow KITZ Corporation to conclude agreements mutually on behalf of the other corporations in the Group Companies and explicitly exclude any legal limitation in this regard.

KITZ Corporation, as representative of the Group Companies, shall notify the Group Companies of any modification or amendment of this Agreement. The consolidated subsidiaries of KITZ Corporation may become parties to this Agreement by submitting a written request to KITZ Corporation. KITZ Corporation may accept such request on behalf of the Group Companies. KITZ Corporation shall produce written documentation of such modification as a new Agreement or a written modification/amendment thereto.

This Agreement may be executed in one or several counterparts, each of which shall be deemed as an original, but all of which together shall constitute one and the same instrument.

【Signatures】

河野 誠

【Date】

May. 13th, 2024
