**Subject**: California Consumer Privacy Act of 2018 (Cal. Civ. Code §§ 1798.100 to 1798.199), and any related regulations or guidance provided by the California Attorney General (“**CCPA**”).

Dear Supplier,

As you may be aware, the CCPA is effective as of January 1, 2020. The CCPA brought significant changes to data protection law applicable to personal information. Including restrictions on how entities share personal information, including contact information. The CCPA requires entities who use Service Providers to restrict how those Service Providers use the personal information provided. Under the CCPA “Service Provider” is broadly defined as a business that receives personal information from Snap-on for a business purpose; therefore, Snap-on’s Suppliers may be considered Service Providers when they receive access to personal information to supply products or services to Snap-on. Snap-on recognizes the importance of privacy and is committed to the protection of personal information. As a result, Snap-on is informing its suppliers of their obligations if and when they receive personal information as Service Providers (as defined by the CCPA).

**Service Provider’s CCPA Obligations:**

1. Service Provider will only collect, use, retain, or disclose personal information for the contracted business purposes for which Snap-on provides or permits personal information access.
2. Service Provider will not collect, use, retain, disclose, sell, or otherwise make personal information available for Service Provider’s own commercial purposes or in a way that does not comply with the CCPA. If a law requires the Service Provider to disclose personal information for a purpose unrelated to the contracted business purpose, the Service Provider must first inform Snap-on of the legal requirement and give Snap-on an opportunity to object or challenge the requirement, unless the law prohibits such notice.
3. Service Provider will limit personal information collection, use, retention, and disclosure to activities reasonably necessary and proportionate to achieve the contracted business purposes or another compatible operational purpose.
4. Service Provider must promptly comply with any Snap-on request or instruction requiring the Service Provider to provide, amend, transfer, or delete the personal information, or to stop, mitigate, or remedy any unauthorized processing.
5. If the contracted business purposes require the collection of personal information from individuals on Snap-on’s behalf, Service Provider will always provide a CCPA-compliant notice addressing use and collection methods that Snap-on specifically pre-approves in writing. Service Provider will not modify or alter the notice in any way without Snap-on’s prior written consent.

**Assistance with Snap-on’s CCPA Obligations**:

1. As a Service Provider for Snap-on, you agree to reasonably cooperate and assist Snap-on with meeting Snap-on’s CCPA compliance obligations and responding to CCPA related inquiries, including responding to verifiable consumer requests, taking into account the nature of the Service Provider’s processing and the information available to the Service Provider.
2. Service Provider must notify Snap-on’s Data Protection Manager at [DataProtectionManager@snapon.com](mailto:DataProtectionManager@snapon.com) immediately if it receives any complaint, notice, or communication that directly or indirectly relates to either party’s compliance with the CCPA. Specifically, the Service Provider must notify Snap-on’s Data Protection Manager within two working days if it receives a verifiable consumer request under the CCPA.

**Subcontracting:**

1. Any subcontractor used by Service Provider must qualify as a service provider under the CCPA and Service Provider cannot make any disclosures to the subcontractor that the CCPA would treat as a sale.

 

1. Service Provider remains fully liable to Snap-on for the subcontractor’s performance of its agreement obligations.

**CCPA Warranties and Certification:**

1. Snap-on and Service Provider will comply with all applicable requirements of the CCPA when collecting, using, retaining, or disclosing personal information.
2. Service Provider certifies that it understands the CCPA’s restrictions and prohibitions on selling personal information and retaining, using, or disclosing personal information outside of the parties’ direct business relationship, and it will comply with them.
3. Service Provider warrants that it has no reason to believe any CCPA requirements or restrictions prevent it from providing any of the contracted business purposes or otherwise performing under its agreement with Snap-on. Service Provider must promptly notify Snap-on of any changes to the CCPA’s requirements that may adversely affect its performance under the Agreement.

**Snap-on’s Supplier Privacy Notice**:

1. For information regarding Snap-on’s use of Supplier personal information, please see the Privacy Notice available at: <https://www.snapon.com/EN/Suppliers/GDPR-Privacy-Notice>
2. Please read the Privacy Notice carefully and ensure that individuals who provide personal information to Snap-on are aware of the Privacy Notice.

If you have any questions about these requirements please contact the following email address: [DataProtectionManager@snapon.com](mailto:DataProtectionManager@snapon.com).

Respectfully,

Govind Arora \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Snap-on Incorporated

VP Worldwide Strategic Sourcing Snap-on Purchasing