

Defined Terms Appendix

As used in the DPA, including all exhibits, appendices, and annexes thereto, the following definitions shall apply:

1. **"Applicable Privacy Law"** means all laws and regulations applicable to the Processing of Personal Data under the Primary Agreement, including without limitation and to the extent applicable: (i) the EU General Data Protection Regulation (Regulation (EU) 2016/679) ("**EU GDPR**") and any EU Member State laws implementing or supplementing the EU GDPR; (ii) the UK General Data Protection Regulation ("**UK GDPR**") and the UK Data Protection Act 2018; (iii) the Brazilian General Data Protection Law (*Lei Geral de Proteção de Dados Pessoais*) ("**LGPD**"); (iv) the California Consumer Privacy Act, Cal. Civ. Code §§ 1798.100 et seq., as amended by the California Privacy Rights Act (together, the "**CCPA**"), and its implementing regulations; and (v) the data protection and information security laws of the People's Republic of China, including the Personal Information Protection Law, the Data Security Law, the Cybersecurity Law, and all related implementing regulations, guidelines, and national standards issued by competent regulatory authorities.
2. **"Approved Jurisdiction"** means a member state of the European Economic Area, or other jurisdiction approved as having adequate legal protections for data by the European Commission, currently found here: https://commission.europa.eu/law/law-topic/data-protection/international-dimension-data-protection/adequacy-decisions_en.
3. **"Confidential Information"** means any confidential information or materials relating to the business, products, customers or employees of SHEIN and includes, without limitation, trade secrets, know-how, inventions, techniques, processes, programs, schematics, software source documents, data, customer lists, financial information, pricing, product development, sales and marketing plans, or information that Supplier knows or has reason to know is confidential, proprietary or trade secret information obtained by Supplier from SHEIN or at the request or direction of SHEIN in the course of performing the Services: (i) that has been marked as confidential; (ii) whose confidential nature has been made known by SHEIN to Supplier; or (iii) that due to its character and nature, a reasonable person under like circumstances would treat as confidential.
4. **"Controller"** means an entity that determines the purposes and means of Processing Personal Data. In the event such term (or a similar term addressing similar functions) is already defined in the Applicable Privacy Laws, then "Controller", as used herein, shall have the meaning provided in such Applicable Privacy Laws (e.g., "Business" as defined under the CCPA).
5. **"Data Subject"** means an identified or identifiable natural person who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, identification number, location data, online identifier or one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person. Where this term (or a similar term addressing similar functions) is already defined under Applicable Privacy Laws, "Data Subject" shall have the meaning given in such Applicable Privacy Laws (e.g., "Consumer" as defined under the CCPA).
6. **"EEA" or "European Economic Area"** means the member states of the European Union and the countries that are members of the European Free Trade Association (EFTA) that participate in the EEA agreement, as amended from time to time.
7. **"Personal Data"** means any information Processed by Supplier in connection with the performance of the Services under the Primary Agreement that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, to an identified or identifiable natural person or household. This includes, without limitation, information pertaining to SHEIN Group Affiliates, customers, partners, contractors, and suppliers. Where the term "Personal Data" (or a similar term addressing comparable concepts) is defined under Applicable Privacy Laws, it shall have the meaning given in such Applicable Privacy Laws (e.g., "Personal Information" under the CCPA). Personal Data is Protected Data.

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8. **"Privacy Authority"** means any governmental, regulatory, supervisory, or enforcement authority, agency, attorney general, or other public body with jurisdiction over privacy, data protection, or information security matters, including any authority empowered to enforce Applicable Privacy Laws.
9. **"Process"** and any other form of the verb "Process" means any operation or set of operations that is performed upon Protected Data, whether or not by automatic means, such as collection, recording, securing, organization, storage, adaptation or alteration, access to, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure, or destruction.
10. **"Processor"** means an entity that Processes Personal Data on behalf of a Controller. In the event such term (or a similar term addressing similar functions) is already defined in the Applicable Privacy Laws, then "Processor," as used herein, shall have the meaning provided in such Applicable Privacy Laws (e.g., "Service Provider" as defined under the CCPA).
11. **"Products"** means Supplier hardware and software products.
12. **"Protected Data"** means Personal Data and Confidential Information.
13. **"Representatives"** means either Party and its affiliates' officers, directors, employees, agents, contractors, temporary personnel, Sub-processors, subcontractors, and consultants.
14. **"Security Exhibit"** means the technical and organizational security measures set forth in the Supplier Security Exhibit (accessible at <https://www.sheingroup.com/sheinsuppliersecurityrequirements/>), as may be updated or reissued by SHEIN from time to time.
15. **"Security Incident"** means a confirmed, reasonably suspected, or imminent threat involving unauthorized access, use, disclosure, breach, alteration, theft, loss, corruption, or destruction of Protected Data, or any event that compromises its confidentiality, integrity, or availability within SHEIN Systems or Supplier Systems.
16. **"Services"** means the services provided by Supplier as described in any service description, offer document, statement of work, or purchase order accepted by SHEIN under the Primary Agreement.
17. **"SHEIN Group Affiliate"** means Roadget Business Pte., Ltd., Infinite Styles Ecommerce Co., Ltd., SHEIN Distribution Corporation, and any entity directly or indirectly controlled by, controlling, or under common control with any of the foregoing, where "control" means either: (i) direct or indirect ownership of more than fifty percent (50%) of the voting interests of the entity; or (ii) the ability to direct or cause the direction of the management or policies of such entity, whether through ownership, contractual rights, or otherwise.
18. **"SHEIN Systems"** means SHEIN's proprietary or managed information technology infrastructure, including networks, servers, databases, applications, endpoints, and APIs, as well as systems maintained by SHEIN's authorized third parties on SHEIN's behalf.
19. **"Standard Contractual Clauses" or "SCCs"** means, as applicable: (i) where the EU GDPR applies, the standard contractual clauses annexed to the European Commission's Implementing Decision (EU) 2021/914 of 4 June 2021 for the transfer of personal data to third countries under Regulation (EU) 2016/679 ("EU SCCs"); (ii) where the UK GDPR applies, the International Data Transfer Agreement or the International Data Transfer Addendum to the EU SCCs issued under Section 119A of the UK Data Protection Act 2018 ("UK SCCs"); and (iii) where the Swiss FADP applies, the standard data protection clauses issued, approved or recognized by the Swiss Federal Data Protection and Information Commissioner.
20. **"Sub-Processor"** means a third party (including any affiliate of Supplier) appointed by or on behalf of Supplier to Process Personal Data on behalf of SHEIN under this DPA.

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21. **“Supplier Systems”** means any information technology infrastructure, systems, networks, applications, platforms, devices, hardware, software, or tools owned, controlled, or operated by or on behalf of Supplier, including those used to access, store, transmit, or otherwise Process Protected Data or interact with SHEIN Systems.
22. **“UK”** means the United Kingdom of Great Britain and Northern Ireland.