



**OMNIBUS DATA PROTECTION AGREEMENT FOR THE TRANSFERS OF DATA FROM
CONTROLLER TO CONTROLLER FOR THE TRONOX HOLDINGS PLC GROUP OF COMPANIES
EFFECTIVE 10 APRIL 2019**

BETWEEN

**THE DATA CONTROLLERS/DATA EXPORTERS LISTED IN ANNEX A AND THE DATA
CONTROLLERS/DATA EXPORTERS LISTED IN ANNEX B**

DEFINITIONS

For purposes of this Agreement the following terms shall bear the following meanings

Term	Definition
“Personal Data”, “Sensitive Data”, “Process/Prcessing/Processor”, “Controller”, “Data Subject” and “Supervisory Authority/Authority”	shall have the same meaning as in Directive 95/46/EC of 24 October 1995 (whereby “the authority” shall mean the competent data protection authority in the territory in which the Data Exporter is established)
Data Exporter	means any member of the Tronox Group that is a Data Controller who transfers or intends to transfer any Personal Data to any other member of the Tronox Group
Data Importer	means any member of the Tronox Group that is a Data Controller and who additionally Processes any Personal Data in respect of any other member of the Tronox Group
Data Protection Laws	means all applicable laws relating to the processing, privacy and/or use of Personal Data, as applicable to any member of the Tronox Group in the jurisdiction with which such member of the Tronox Group is obliged to comply with, including but not limited to: (a) the UK Data Protection Act 2018; (b) the General Data Protection Regulation (EU) 2016/679 (“GDPR”); (c) the Privacy Act 1998 in Australia (d) Lei Geral de Proteção Brazil, (e) the Protection of Personal Information Act 2013 South Africa, (f) the Personal Data Protection Act Singapore (g) the Personal Information Protection Act Korea, (h) the Directive on Privacy and Electronic Communications (Directive 2002/58/EC); (i) any other laws and regulations implementing, derogating from or made under them in any jurisdiction in which a member of the Tronox Group operates; (j) in each case as amended, replaced or re-enacted and in force from time to time; and (k) all guidance, guidelines, codes of practice and codes of conduct issued by any relevant Supervisory Authority relating to such Data Protection Laws;
Data Protection Laws;	Data Protection Laws;
Party	any of the Controllers and Processors who are the subject of this Agreement and “Parties” shall mean all of some of them as required by the context
Standard Clauses	mean these standard contractual clauses, which constitute a free-standing obligation that do not include the commercial terms upon which any of the Parties conduct commercial business with other members of the Tronox Group, or third parties.
Tronox	means Tronox Holdings plc the ultimate beneficial owner of the Tronox Group
Tronox Group	means any direct or indirect subsidiary of Tronox

APPLICATION OF THE DATA PROTECTION LAWS

It is recorded that:

- (a) The majority of the members of the Tronox Group are subject to Data Protection Laws and that all such Data Protection Laws are materially similar in content and effect. However, to the extent a.1. There are no data protection laws in any jurisdiction in which Tronox operates or
 - a.2. that the Data Protection Laws in any Data Exporter's jurisdiction are more robust and/or stringent than a Data Importer's Data Protection Laws,the relevant Parties shall comply with the more stringent Data Protection Laws, it being recorded that the most stringent requirements are, as at the date hereof contained in the GDPR;
- (b) In the event that any new entities are incorporated or acquired by the Tronox Group, such entities shall be obliged to enter into a deed of adherence in the form of Annex E upon becoming admitted to the Tronox Group; and
- (c) Certain of the Tronox Group members (for example Tronox Pigment UK Limited) have established branch offices in other jurisdictions. In the event that Personal Data is transferred by the branch to the mother company, the Data Protection Laws of the country in which the branch office is situated will apply to such transfer.

1. OBLIGATIONS OF THE DATA EXPORTER

The Data Exporter warrants and undertakes that:







- 1.1 the Personal Data has been collected, processed and transferred in accordance with the laws applicable to the Data Exporter;
- 1.2 it has used reasonable efforts to determine that the Data Importer is able to satisfy its legal obligations under these Standard Clauses;
- 1.3 it will provide the Data Importer, when so requested, with copies of relevant Data Protection Laws or references to them (where relevant, and not including legal advice) of the country in which the Data Exporter is established.
- 1.4 it will respond to queries of Data Subjects and the Authority concerning processing of the Personal Data by the Data Importer, unless the Parties have agreed that the Data Importer will so respond, in which case the Data Exporter will still respond to the extent reasonably possible and with the information reasonably available to it.
- 1.5 it will respond to enquiries from Data Subjects and the relevant Authority concerning processing of the Personal Data by the Data Importer, unless the Parties have agreed that the Data Importer will so respond, in which case the Data Exporter will still respond to the extent reasonably possible and with the information reasonably available to it if the Data Importer is unwilling or unable to respond. Responses will be made within a reasonable time.
- 1.6 it will make available, upon request, a copy of the Standard Clauses to Data Subjects who are third party beneficiaries under clause 5, unless the Standard Clauses contain confidential information, in which case it may remove such information. Where information is removed, the Data Exporter shall inform Data Subjects in writing of the reason for removal and of their right to draw the removal to the attention of the Authority. However the Data Exporter shall abide by a decision of the Authority regarding access to the full text of the Standard Clauses by Data Subjects, as long as Data Subjects have agreed to respect the confidentiality of the confidential information removed. The Data Exporter shall also provide a copy of the Standard Clauses to the Authority where required.

2. OBLIGATIONS OF THE DATA IMPORTER

The Data Importer undertakes and warrants that:

- 2.1 it will have in place appropriate technical and organisational measures to protect the Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, and which provide a level of security appropriate to the risk represented by the processing and the nature of the data to be protected;
- 2.2 it will have in place procedures so that any third party it authorises to have access to the Personal Data including Processors and Sub-Processors will respect and maintain the confidentiality and security of the Personal Data. Any person acting under the authority of the Data Importer, including a Data Processor or Sub-Processor, shall be obligated to process the Personal Data only on instructions from the Data Importer. This provision does not apply to persons authorised or required by law or regulation have access to the Personal Data.
- 2.3 it has no reason to believe, at the time of entering into these Standard Clauses, in the existence of any local laws that would have a substantial adverse effect on the guarantees provided for under these clauses, and it will inform the Data Exporter (which will pass such notification on to the Authority, where required) if it becomes aware of such laws.
- 2.4 it will process the Personal Data for the purposes described in Annexure C, and has the legal authority to give the warranties and fulfil the undertakings set out in these clauses.
- 2.5 it will identify to the Data Exporter a contact point within its organisation authorised to respond to enquiries concerning processing of the Personal Data and will cooperate in good faith with the Data Exporter, the Data Subject and the Authority concerning all such enquiries within a reasonable time. In case of legal dissolution of the Data Exporter, or if the Parties have so agreed, the Data Importer will assume responsibility for compliance with the provisions of this Agreement.
- 2.6 at the request of the Data Exporter, it will provide the Data Exporter with evidence of financial resources sufficient to fulfil its responsibilities under clause 3, which may include insurance coverage.
- 2.7 upon reasonable request of the Data Exporter, it will submit its data processing facilities, data files and documentation needed for processing to reviewing, auditing and/or certifying by the Data Exporter (or any independent or impartial inspection agents or auditors, selected by the Data Exporter and not reasonably objected to by the Data Importer) to ascertain compliance with the warranties and undertakings in these clauses, with reasonable notice and during regular business hours. The request will be subject to any necessary consent or approval from a regulatory or supervisory authority within the country of the Data Importer, which consent or approval the Data Importer will attempt to obtain in a timely fashion.
- 2.8 it will process the Personal Data, at its option, in accordance with the data processing principles set forth in Annex C, as adjusted for each jurisdiction in which the Personal Data is Processed.

Initials of Data Importers:

USA		South America	
United Kingdom		Europe	
Australia		Asia Pacific	

South Africa

SF

Middle East

SE

(the initials set out above are provided by the signatory on behalf of all of the Data Importers in the relevant region/country)

- 2.9 it will not disclose or transfer the Personal Data to a third party Data Controller located outside the of the jurisdiction in which it is located unless it notifies the original Data Exporter about the transfer and
- 2.10 the third party Data Controller processes the Personal Data in accordance with a Commission decision finding that a third country provides adequate protection, or
- 2.11 the third party Data Controller becomes a signatory to these Standard Clauses or another data transfer agreement approved by a competent authority in the jurisdiction of the Data Exporter, or
- 2.12 Data Subjects have been given the opportunity to object, after having been informed of the purposes of the transfer, the categories of recipients and the fact that the countries to which data is exported may have different Data Protection standards, or
- 2.13 with regard to onward transfers of Sensitive Data, Data Subjects have given their unambiguous consent to the onward transfer; or the Data Controller will apply the more stringent of the regulatory requirements applicable to the Data Exporter.

3. LIABILITY AND THIRD PARTY RIGHTS

- 3.1 Each of the Parties shall be liable to the other Parties for direct damages it causes by any breach of these Standard Clauses. Liability as between the Parties is limited to actual damage suffered. Punitive damages (i.e. damages intended to punish a Party for its outrageous conduct) are specifically excluded. Each of the Parties shall be liable to the respective Data Subjects for direct damages it causes by any breach of third party rights under these Standard Clauses. This does not affect the liability of the Data Exporter under its Data Protection Law.
- 3.2 Each of the Parties severally agree that a Data Subject shall have the right to enforce as a third party beneficiary this clause and clauses (1.2, 1.4, 1.5, 2.1, 2.2, 2.3, 2.4, 2.5, 3.1, 5, 6.3, 7) against the Data Importer or the Data Exporter (as the case may be), for their respective breach of their contractual obligations in this Agreement, with regard to his Personal Data, and accept jurisdiction for this purpose in the Data Exporter's country of establishment. In cases involving allegations of breach by the Data Importer, the Data Subject must first request the Data Exporter to take appropriate action to enforce his rights against the Data Importer, if the Data Exporter does not take such action within a reasonable period (which under normal circumstances would be one month), the Data Subject may then enforce his rights against the Data Importer directly. A Data Subject is entitled to ` directly against a Data Exporter that has failed to use reasonable efforts to determine that the Data Importer is able to satisfy its legal obligations under these Standard Clauses (the Data Exporter shall have the burden to prove that it took reasonable efforts).

4. LAW APPLICABLE TO THE CLAUSES

- 4.1 These Standard Clauses shall be governed by the law of the country in which the Data Exporter is established, with the exception of the laws and regulations relating to processing of the Personal Data by the Data Importer under clause 2(8) which shall apply only if so selected by the Data Importer under that clause. Notwithstanding the foregoing, in those countries (including, but not limited to the United States of America, China, India and the Kingdom of Saudi Arabia where there is no specific Data Protection Law in force as at the date of this Agreement, GDPR shall be applied to all such Data Transfers until such time as Data Protection Laws are enacted in these jurisdictions).

5. RESOLUTION OF DISPUTES WITH DATA SUBJECTS OR THE AUTHORITY

- 5.1 In the event of a dispute or claim brought by a Data Subject or the Authority concerning the processing of the Personal Data against any of the Parties, the Parties will inform each other about any such disputes or claims and will cooperate with a view to settling them amicably in a timely fashion.
- 5.2 All of the Parties agree to respond to any generally available non-binding mediation procedure initiated by a Data Subject or by the Authority. If they do participate in the proceedings, each of the Parties may elect to do so remotely (such as by telephone or other electronic means). The Parties also agree to consider participating in any other arbitration, mediation or other dispute resolution proceedings developed for data protection disputes in the jurisdiction of the Data Exporter.
- 5.3 Each Party shall abide by a decision of a competent court of the Data Exporter's country of establishment or of the Authority which is final and against which no further appeal is possible.

6. TERMINATION

- 6.1 In the event that the Data Importer is in breach of its obligations under these clauses, then the Data Exporter may temporarily suspend the transfer of Personal Data to the Data Importer until the breach is repaired or the Agreement is terminated.
- 6.2 In the event that:
 - 6.2.1 the transfer of Personal Data to the Data Importer has been temporarily suspended by the Data Exporter for longer than thirty days month pursuant to clause 6.1;
 - 6.2.2 compliance by the Data Importer with these clauses would put it in breach of its legal or regulatory obligations in the country of import;
 - 6.2.3 a final decision against which no further appeal is possible of a competent court of the Data Exporter's country of establishment or of the Authority rules that there has been a breach of the clauses by the Data Importer or the Data Exporter; or
 - 6.2.4 the Data Importer is in substantial or persistent breach of any warranties or undertakings given by it under these Standard Clauses;
 - 6.2.5 a petition is presented for the administration or winding up of the Data Importer, whether in its personal or business capacity, which petition is not dismissed within the applicable period for such dismissal under applicable law; a winding up order is made; a receiver is appointed over any of its assets; a trustee in bankruptcy is appointed, if the Data Importer is an individual; a company voluntary arrangement is commenced by it; or any equivalent event in any jurisdiction occurs,then the Data Exporter, without prejudice to any other rights which it may have against the Data Importer, shall be entitled to terminate these Standard Clauses, in which case the Authority shall be informed where required. In cases covered by clauses 6.2.1, 6.2.2 , or 6.2.4 above, the Data Importer may also terminate these clauses.
- 6.3 Either Party may terminate these Standard Clauses if
 - 6.3.1 any commission positive adequacy decision under Article 25.(6) of Directive 95/46/EC (or any superseding text) is issued in relation to the country (or a sector thereof) to which the data is transferred and processed by the Data Importer, or
 - 6.3.2 Directive 95/46/EC (or any superseding text) becomes directly applicable in such country; or

6.4 The Parties agree that the termination of these Standard Clauses at any time, in any circumstances and for whatever reason (except for termination under clause 6(3) does not exempt them from the obligations and/or conditions under the clauses as regards the processing of the Personal Data transferred; or

6.5 Tronox adopts binding corporate rules that are approved by the relevant regulators charged with the approval of such binding corporate rules.

7. VARIATION OF THESE CLAUSES

None of the Parties may modify these clauses except to update any information in Annex D, in which case they will inform the relevant Authority where so required. This does not preclude the Parties from adding additional commercial clauses where required.

8. DESCRIPTION OF THE TRANSFER


The details of the transfer of the Personal Data are specified in Annex D. The Parties agreement that Annex D may contain confidential business information which they will not disclose to third parties save as required by law or in response to a competent Regulatory or Governmental Agency or as required under clause 1(5). The parties may execute additional annexes to cover additional transfers which will be submitted to the Authority where required, Annex D may, in the alternative be drafted to cover multiple transfers.

Signed on this the day of 2020
02 / 18 / 2021

By: Steven Kaye 

For and on behalf of the Data Controllers/Processors Domiciled in the USA
(who warrants his/her authority to sign on behalf of each of the Data Controllers thereto)

Signed on this the day of 2020
02 / 10 / 2021

By: Karla Lopes 

For and on behalf of the Data Controllers/Processors Domiciled in the South America
(who warrants his/her authority to sign on behalf of each of the Data Controllers thereto)

Signed on this the day of 2020
02 / 10 / 2021

By: Shirley Fodor 

For and on behalf of the Data Controllers/Processors Domiciled in the United Kingdom
(who warrants his/her authority to sign on behalf of each of the Data Controllers thereto)

Signed on this the day of 2020
02 / 10 / 2021

Shirley Fodor

By: Shirley Fodor

For and on behalf of the Data Controllers/Processors Domiciled in the Europe

(who warrants his/her authority to sign on behalf of each of the Data Controllers thereto)

Signed on this the day of 2020

02 / 10 / 2021

By: Christine Williams

Christine Williams

For and on behalf of the Data Controllers/Processors Domiciled in Asia Pacific and Australia

(who warrants his/her authority to sign on behalf of each of the Data Controllers thereto)

Signed on this the day of 2020

02 / 10 / 2021

By: Shirley Fodor

Shirley Fodor

For and on behalf of the Data Controllers/Processors Domiciled in Africa

Signed on this the day of 2020

02 / 17 / 2021

By: Steven Grossman

Steven Grossman

For and on behalf of the Data Controllers/Processors Domiciled in the Middle East

Signed on this the day of 2020

02 / 18 / 2021

By: Steven Kaye

Steven Kaye

For and on behalf of the Data Importers/Processors Domiciled in the USA

(who warrants his/her authority to sign on behalf of each of the Data Controllers thereto)

Signed on this the day of 2020

02 / 10 / 2021

By: Karla Lopes

KL

For and on behalf of the Data Importers/Processors Domiciled in the South America

(who warrants his/her authority to sign on behalf of each of the Data Controllers thereto)

Signed on this the day of 2020

02 / 10 / 2021

Shirley Fodor

By: Shirley Fodor

For and on behalf of the Data Importers/Processors Domiciled in the United Kingdom

(who warrants his/her authority to sign on behalf of each of the Data Controllers thereto)

Signed on this the day of 2020

02 / 18 / 2021

Shirley Fodor

By: Shirley Fodor

For and on behalf of the Data Importers/Processors Domiciled in the Europe

(who warrants his/her authority to sign on behalf of each of the Data Controllers thereto)

Signed on this the day of 2020

02 / 18 / 2021

By: Christine Williams



For and on behalf of the Data Importers/Processors Domiciled in Asia Pacific and Australia

(who warrants his/her authority to sign on behalf of each of the Data Controllers thereto)

Signed on this the day of 2020

02 / 10 / 2021

Shirley Fodor

By: Shirley Fodor

For and on behalf of the Data Importers/Processors Domiciled in Africa

02 / 17 / 2021

By: Steven Grossman

Steven Grossman

For and on behalf of the Data Controllers/Processors Domiciled in the Middle East

ANNEXURE A: DATA CONTROLLERS/DATA EXPORTERS

Bemax Sales Pty Ltd	Proprietary Limited Company	Australia	Australia	08/29/2002
Cable Sands (WA) Pty Ltd	Proprietary Limited Company	Australia	Australia	06/20/1985
Cable Sands Holdings Pty Ltd	Proprietary Limited Company	Australia	Australia	06/05/1975
Cable Sands Investments Pty Ltd	Proprietary Limited Company	Australia	Australia	07/22/1963
Cable Sands Pty Ltd	Proprietary Limited Company	Australia	Australia	11/26/1957
Coffs Harbour Rutile Pty Ltd	Proprietary Limited Company	Australia	Australia	04/06/1956
Imperial Mining (Aust) Pty Ltd	Proprietary Limited Company	Australia	Australia	11/12/1993
Kathleen Investments (Australia) Pty Ltd	Proprietary Limited Company	Australia	Australia	01/14/1958
Murray Basin Titanium Pty Ltd	Proprietary Limited Company	Australia	Australia	05/04/1998
NIMSA Murray Basin Pty Ltd	Proprietary Limited Company	Australia	Australia	12/24/1999
Nissho Iwai Mineral Sands (Australia) Pty Ltd	Proprietary Limited Company	Australia	Australia	09/19/1989
Peregrine Gold Mining Pty Ltd	Proprietary Limited Company	Australia	Australia	09/03/1987
Peregrine Mineral Sands Pty Ltd	Proprietary Limited Company	Australia	Australia	04/21/1988
Pooncarie Operations Pty Ltd	Proprietary Limited Company	Australia	Australia	12/20/2002
Probo Mining Pty Ltd	Proprietary Limited Company	Australia	Australia	09/02/1997
Rutile and Zircon Mines (Newcastle) Pty Ltd	Proprietary Limited Company	Australia	Australia	05/08/1962
RZM Pty Ltd	Proprietary Limited Company	Australia	Australia	06/20/1974
Titanium Technology (Australia) Pty Ltd	Proprietary Limited Company	Australia	Australia	12/01/1970

Tronox Australind Pty Ltd	Proprietary Limited Company	Australia	Australia	04/27/2007
Tronox Mineral Holdings Australia Pty Ltd	Proprietary Limited Company	Australia	Australia	11/20/2002
Tronox Mining Australia Ltd	Limited Company	Australia	Australia	06/22/1987
Tronox Pigment Bunbury Ltd	Limited Company	Australia	Australia	02/01/1961
Tronox Limited	Limited Company	Australia	Australia	09/21/2011
Tronox Sands Holdings Pty Limited	Proprietary Limited Company	Australia	Australia	12/09/2011
Tronox Worldwide Pty Limited	Proprietary Limited Company	Australia	Australia	06/22/2012
Tronox Global Holdings Pty Ltd	Proprietary Limited Company	Australia	Australia	12/08/2011
Tronox Australia Holdings Pty Ltd	Proprietary Limited Company	Australia	Australia	01/20/2012
Tronox Australia Pigments Holdings Pty Ltd	Proprietary Limited Company	Australia	Australia	01/12/2012
Tronox Pigments Australia Holdings Pty Limited	Proprietary Limited Company	Australia	Australia	01/19/2012
Tronox Pigments Australia Pty Limited	Proprietary Limited Company	Australia	Australia	01/20/2012
Tronox Holdings (Australia) Pty Ltd	Proprietary Limited Company	Australia	Australia	09/08/1995
Tronox Australia Pty Ltd	Proprietary Limited Company	Australia	Australia	01/31/1984
TiO2 Corporation Pty Ltd	Proprietary Limited Company	Australia	Australia	03/06/1985
Tific Pty. Ltd.	Proprietary Limited Company	Australia	Australia	02/26/1985
Yalgoo Minerals Pty. Ltd.	Proprietary Limited Company	Australia	Australia	12/22/1980
Tronox Mineral Sales Pty Ltd	Proprietary Limited Company	Australia	Australia	09/30/1988
Tronox Management Pty Ltd	Proprietary Limited Company	Australia	Australia	09/27/1988
Tronox Western Australia Pty Ltd	Proprietary Limited Company	Australia	Australia	07/22/1988

Tronox Pigments Pty Limited	Proprietary Limited Company	Australia	Australia	11/27/2018
Tronox Belgium bvba	Limited Liability Company	Belgium	Belgium	01/11/1111
Tronox Pigmentos do Brasil SA	Limited Liability Company	Brazil	Brazil	01/11/1111
Millennium Inorganic Chemicals Holdings Brasil Ltda.	Limited Liability Company	Brazil	Brazil	01/11/1111
Shanghai Millennium Chemicals Trading Limited	Limited Liability Company	China	China	01/11/1111
Jiangxi Tikon Titanium Products Company Limited	Limited Liability Company	China	China	01/11/1111
Hawkins Point LLC	Limited Liability Company	Delaware	United States	06/10/2019
Tronox Incorporated	Corporation	Delaware	United States	05/17/2005
Tronox LLC	Limited Liability Company	Delaware	United States	11/17/1997
Tronox Finance LLC	Limited Liability Company	Delaware	United States	07/30/2012
Tronox US Holdings Inc.	Corporation	Delaware	United States	12/28/2011
Tronox Pigments LLC	Limited Liability Company	Delaware	United States	11/13/2012
Cristal Metals LLC	Limited Liability Company	Delaware	United States	05/05/2008
Tronox UK Limited	Limited Company	England	United Kingdom	03/08/2017
Tronox UK Holdings Limited	Limited Company	England	United Kingdom	12/30/2016
Tronox UK Merger Company Limited	Limited Company	England	United Kingdom	07/23/2018
Tronox Sands LLP	Limited Liability Partnership	England	United Kingdom	05/08/2012
Tronox Sands UK Holdings Limited	Limited Company	England	United Kingdom	12/21/2016
Tronox Sands Investment Funding Limited	Limited Company	England	United Kingdom	05/09/2012
Tronox UK Finance Limited	Corporation	England	United Kingdom	05/09/2012

Tronox Holdings PLC	Public Limited Company	England	United Kingdom	10/31/2018
Tronox Investments UK Limited	Limited Company	England	United Kingdom	12/14/2011
Cristal Inorganic Chemicals UK Limited	Limited Company	England	United Kingdom	03/19/2007
Millennium Inorganic Chemicals Overseas Holdings	Corporation	England	United Kingdom	03/16/1989
Millennium Inorganic Chemicals Australind	Limited Company	England	United Kingdom	08/15/2000
Millennium Inorganic Chemicals UK Holdings Limited	Limited Company	England	United Kingdom	08/25/1995
Tronox Finance Plc	Public Limited Company	England	United Kingdom	09/06/2017
Tronox International Finance LLP	Limited Liability Partnership	England	United Kingdom	05/08/2012
Tronox Investment Holdings Limited	Limited Company	England	United Kingdom	03/29/2019
Tronox Pigment UK Limited	Limited Company	England	United Kingdom	01/01/1920
Tronox France SAS	Simplified Joint Stock Company	France	France	12/17/2001
Millennium Inorganic Chemicals Le Havre SAS	Simplified Joint Stock Company	France	France	01/11/1111
Millennium Inorganic Chemicals SAS	Simplified Joint Stock Company	France	France	01/11/1111
Hong Kong Titanium Products Company Limited	Limited Liability Company	Hong Kong	Hong Kong	01/11/1111
Tronox India Private Limited	Private Limited Company	India	India	01/11/1111
Tronox Italy Srl	Limited Liability Company	Italy	Italy	01/11/1111
Tronox Investments Netherlands B.V.	Private Limited Company	Netherlands	Netherlands	09/24/2012
Tronox International BV	Private Limited Company	Netherlands	Netherlands	10/17/2016
Tronox Holdings Coöperatief U.A.	Excluded Liability Company	Netherlands	Netherlands	04/05/2012

Tronox Holdings Europe C.V.	Limited Partnership	Netherlands	Netherlands	11/20/2007
Tronox Pigments (Netherlands) B.V.	Private Limited Company	Netherlands	Netherlands	04/07/2000
Tronox Pigments (Holland) B.V.	Private Limited Company	Netherlands	Netherlands	11/16/1989
Tronox Titanium Holdings AS	Limited Liability Company	Norway	Norway	01/09/2020
Tronox Saudi Industries Company	Corporation	Saudi Arabia	Saudi Arabia	01/11/1111
Tronox Pigments (Singapore) Pte. Ltd.	Private Limited Company	Singapore	Singapore	01/11/1111
Tronox Mineral Sands (Pty) Ltd	Private Limited Company	South Africa	South Africa	01/11/1111
Tronox KZN Sands (Pty) Ltd	Private Limited Company	South Africa	South Africa	04/15/1987
Tronox Port Durnford Mining (Pty) Ltd	Proprietary Limited Company	South Africa	South Africa	07/31/2020
Tronox Korea Ltd.	Limited Company	South Korea	South Korea	01/11/1111
Cristal Inorganic Chemicals Switzerland Ltd.	Limited Company	Switzerland	Switzerland	01/11/1111
Tronox International Holdings GmbH	Limited Liability Company	Switzerland	Switzerland	01/11/1111

It is recorded that Tronox Pigment UK Limited operates four European branch offices in Belgium, Germany, France and Spain. Accordingly, the branch offices are deemed to be included in the standard contractual clauses contained herein and will be subject to the requirements of European GDPR in the event that information is transferred from these branches to Tronox Pigment UK Limited and/or further processed or transferred by Tronox Pigment UK Limited to other members of the Tronox Group.

ANNEXURE B DATA CONTROLLERS/DATA IMPORTERS

Bemax Sales Pty Ltd	Proprietary Limited Company	Australia	Australia	08/29/2002
Cable Sands (WA) Pty Ltd	Proprietary Limited Company	Australia	Australia	06/20/1985
Cable Sands Holdings Pty Ltd	Proprietary Limited Company	Australia	Australia	06/05/1975
Cable Sands Investments Pty Ltd	Proprietary Limited Company	Australia	Australia	07/22/1963
Cable Sands Pty Ltd	Proprietary Limited Company	Australia	Australia	11/26/1957
Coffs Harbour Rutile Pty Ltd	Proprietary Limited Company	Australia	Australia	04/06/1956
Imperial Mining (Aust) Pty Ltd	Proprietary Limited Company	Australia	Australia	11/12/1993
Kathleen Investments (Australia) Pty Ltd	Proprietary Limited Company	Australia	Australia	01/14/1958
Murray Basin Titanium Pty Ltd	Proprietary Limited Company	Australia	Australia	05/04/1998
NIMSA Murray Basin Pty Ltd	Proprietary Limited Company	Australia	Australia	12/24/1999
Nissho Iwai Mineral Sands (Australia) Pty Ltd	Proprietary Limited Company	Australia	Australia	09/19/1989
Peregrine Gold Mining Pty Ltd	Proprietary Limited Company	Australia	Australia	09/03/1987
Peregrine Mineral Sands Pty Ltd	Proprietary Limited Company	Australia	Australia	04/21/1988
Pooncarie Operations Pty Ltd	Proprietary Limited Company	Australia	Australia	12/20/2002
Probo Mining Pty Ltd	Proprietary Limited Company	Australia	Australia	09/02/1997
Rutile and Zircon Mines (Newcastle) Pty Ltd	Proprietary Limited Company	Australia	Australia	05/08/1962
RZM Pty Ltd	Proprietary Limited Company	Australia	Australia	06/20/1974
Titanium Technology (Australia) Pty Ltd	Proprietary Limited Company	Australia	Australia	12/01/1970

Tronox Australind Pty Ltd	Proprietary Limited Company	Australia	Australia	04/27/2007
Tronox Mineral Holdings Australia Pty Ltd	Proprietary Limited Company	Australia	Australia	11/20/2002
Tronox Mining Australia Ltd	Limited Company	Australia	Australia	06/22/1987
Tronox Pigment Bunbury Ltd	Limited Company	Australia	Australia	02/01/1961
Tronox Limited	Limited Company	Australia	Australia	09/21/2011
Tronox Sands Holdings Pty Limited	Proprietary Limited Company	Australia	Australia	12/09/2011
Tronox Worldwide Pty Limited	Proprietary Limited Company	Australia	Australia	06/22/2012
Tronox Global Holdings Pty Ltd	Proprietary Limited Company	Australia	Australia	12/08/2011
Tronox Australia Holdings Pty Ltd	Proprietary Limited Company	Australia	Australia	01/20/2012
Tronox Australia Pigments Holdings Pty Ltd	Proprietary Limited Company	Australia	Australia	01/12/2012
Tronox Pigments Australia Holdings Pty Limited	Proprietary Limited Company	Australia	Australia	01/19/2012
Tronox Pigments Australia Pty Limited	Proprietary Limited Company	Australia	Australia	01/20/2012
Tronox Holdings (Australia) Pty Ltd	Proprietary Limited Company	Australia	Australia	09/08/1995
Tronox Australia Pty Ltd	Proprietary Limited Company	Australia	Australia	01/31/1984
TiO2 Corporation Pty Ltd	Proprietary Limited Company	Australia	Australia	03/06/1985
Tific Pty. Ltd.	Proprietary Limited Company	Australia	Australia	02/26/1985
Yalgoo Minerals Pty. Ltd.	Proprietary Limited Company	Australia	Australia	12/22/1980
Tronox Mineral Sales Pty Ltd	Proprietary Limited Company	Australia	Australia	09/30/1988

Tronox Management Pty Ltd	Proprietary Limited Company	Australia	Australia	09/27/1988
Tronox Western Australia Pty Ltd	Proprietary Limited Company	Australia	Australia	07/22/1988
Tronox Pigments Pty Limited	Proprietary Limited Company	Australia	Australia	11/27/2018
Tronox Belgium bvba	Limited Liability Company	Belgium	Belgium	01/11/1111
Tronox Pigmentos do Brasil SA	Limited Liability Company	Brazil	Brazil	01/11/1111
Millennium Inorganic Chemicals Holdings Brasil Ltda.	Limited Liability Company	Brazil	Brazil	01/11/1111
Shanghai Millennium Chemicals Trading Limited	Limited Liability Company	China	China	01/11/1111
Jiangxi Tikon Titanium Products Company Limited	Limited Liability Company	China	China	01/11/1111
Hawkins Point LLC	Limited Liability Company	Delaware	United States	06/10/2019
Tronox Incorporated	Corporation	Delaware	United States	05/17/2005
Tronox LLC	Limited Liability Company	Delaware	United States	11/17/1997
Tronox Finance LLC	Limited Liability Company	Delaware	United States	07/30/2012
Tronox US Holdings Inc.	Corporation	Delaware	United States	12/28/2011
Tronox Pigments LLC	Limited Liability Company	Delaware	United States	11/13/2012
Cristal Metals LLC	Limited Liability Company	Delaware	United States	05/05/2008
Tronox UK Limited	Limited Company	England	United Kingdom	03/08/2017
Tronox UK Holdings Limited	Limited Company	England	United Kingdom	12/30/2016
Tronox UK Merger Company Limited	Limited Company	England	United Kingdom	07/23/2018

Tronox Sands LLP	Limited Liability Partnership	England	United Kingdom	05/08/2012
Tronox Sands UK Holdings Limited	Limited Company	England	United Kingdom	12/21/2016
Tronox Sands Investment Funding Limited	Limited Company	England	United Kingdom	05/09/2012
Tronox UK Finance Limited	Corporation	England	United Kingdom	05/09/2012
Tronox Holdings				
PLC	Public Limited Company	England	United Kingdom	10/31/2018
Tronox Investments UK Limited	Limited Company	England	United Kingdom	12/14/2011
Cristal Inorganic Chemicals UK Limited	Limited Company	England	United Kingdom	03/19/2007
Millennium Inorganic Chemicals Overseas Holdings	Corporation	England	United Kingdom	03/16/1989
Millennium Inorganic Chemicals Australind	Limited Company	England	United Kingdom	08/15/2000
Millennium Inorganic Chemicals UK Holdings Limited	Limited Company	England	United Kingdom	08/25/1995
Tronox Finance Plc	Public Limited Company	England	United Kingdom	09/06/2017
Tronox International Finance LLP	Limited Liability Partnership	England	United Kingdom	05/08/2012
Tronox Investment Holdings Limited	Limited Company	England	United Kingdom	03/29/2019
Tronox Pigment UK Limited	Limited Company	England	United Kingdom	01/01/1920
Tronox France SAS	Simplified Joint Stock Company	France	France	12/17/2001
Millennium Inorganic Chemicals Le Havre SAS	Simplified Joint Stock Company	France	France	01/11/1111
Millennium Inorganic Chemicals SAS	Simplified Joint Stock Company	France	France	01/11/1111

Hong Kong Titanium Products Company Limited	Limited Liability Company	Hong Kong	Hong Kong	01/11/1111
Tronox India Private Limited	Private Limited Company	India	India	01/11/1111
Tronox Italy Srl	Limited Liability Company	Italy	Italy	01/11/1111
Tronox Investments Netherlands B.V.	Private Limited Company	Netherlands	Netherlands	09/24/2012
Tronox International BV	Private Limited Company	Netherlands	Netherlands	10/17/2016
Tronox Holdings Coöperatief U.A.	Excluded Liability Company	Netherlands	Netherlands	04/05/2012
Tronox Holdings Europe C.V.	Limited Partnership	Netherlands	Netherlands	11/20/2007
Tronox Pigments (Netherlands) B.V.	Private Limited Company	Netherlands	Netherlands	04/07/2000
Tronox Pigments (Holland) B.V.	Private Limited Company	Netherlands	Netherlands	11/16/1989
Tronox Titanium Holdings AS	Limited Liability Company	Norway	Norway	01/09/2020
Tronox Saudi Industries Company	Corporation	Saudi Arabia	Saudi Arabia	01/11/1111
Tronox Pigments (Singapore) Pte. Ltd.	Private Limited Company	Singapore	Singapore	01/11/1111
Tronox Mineral Sands (Pty) Ltd	Private Limited Company	South Africa	South Africa	01/11/1111
Tronox KZN Sands (Pty) Ltd	Private Limited Company	South Africa	South Africa	04/15/1987
Tronox Port Durnford Mining (Pty) Ltd	Proprietary Limited Company	South Africa	South Africa	07/31/2020
Tronox Korea Ltd.	Limited Company	South Korea	South Korea	01/11/1111
Cristal Inorganic Chemicals Switzerland Ltd.	Limited Company	Switzerland	Switzerland	01/11/1111
Tronox International Holdings GmbH	Limited Liability Company	Switzerland	Switzerland	01/11/1111

It is recorded that Tronox Pigment UK Limited operates four European branch offices in Belgium, Germany, France and Spain. Accordingly, the branch offices are deemed to be included in the standard contractual clauses contained herein and will be subject to the requirements of European GDPR in the event that information is transferred from these branches to Tronox Pigment UK Limited and/or further processed or transferred by Tronox Pigment UK Limited to other members of the Tronox Group.

ANNEX C: DATA PROCESSING PRINCIPLES AND DATA PROTECTION OFFICER

Note: The Tronox Group operates a global footprint and the majority of countries in which the Tronox Group operates have Data Protection Laws or principles that are applicable. The Data Processing Principles set out below capture the principles common to all such Tronox Group jurisdictions. Where any jurisdiction in which a member of the Tronox Group operates does not have any Data Protection Laws, the principles of GDPR will be applied to the processing and/or transfer of any Personal Data emanating from such jurisdiction.

It is recorded that a risk assessment has been conducted at all Tronox Group member sites where Personal Data is collected, processed and/or transferred and appropriate measures have been put in place to ensure that any transfer of Personal Data for further processing and/or storage is encrypted (should the transfer be electronic) or that access to such Personal Data is restricted only to those persons who are granted access on a “need to know” basis and only for the specified purposes in Annex D.

Purpose limitation: Personal data may be processed and subsequently used or further communicated only for purposes described in Annex D or subsequently authorised by the Data Subject in pursuance of a contractual relationship or pursuant to an enquiry received on our website from a member of the public.

Data quality and proportionality: Personal Data must be accurate and where necessary, kept up to date. The Personal Data must be adequate, relevant and not excessive in relation to the purposes for which it is gathered, transferred and further processed.

Transparency: Data Subjects must be provided with information necessary to ensure fair processing (such as information about the purposes of processing and about the transfer), unless such information has already been given by the Data Exporter.

Security, confidentiality, anonymity: Technical and organisational security measures must be taken by the Data Controller that are appropriate to the risks, such as against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, presented by the processing. Any person acting under the authority of the Data Controller, including a processor, must not process the data except on instructions from the Data Controller. Depending on the risks associated with the relevant personal information a combination of anonymisation and/or encryption will be utilised when transferring Personal Data between members of the Tronox Group.

Duration: Personal information relating to a Data Subject may only be retained for the shorter period of the duration of any contract entered into with any member of the Tronox Group or a legal retention requirement and must thereafter immediately be destroyed.

Rights of access, rectification, deletion and objection: As provided in the relevant Data Protection Laws, Data Subjects must whether directly, or via a third party, be provided with the personal information about them that an organisation holds, except for requests which are manifestly abusive, based on unreasonable intervals or their number or repetitive or systemic nature, or for which access need not be granted under the laws of the country of the Data Exporter. Provided that the Authority has given its prior approval. Access need also not be granted when doing so would be like to seriously harm the interests of the Data Importer or other organisations dealing with the Data Importer and such interests are not overridden by the interests for fundamental or constitutional rights and freedoms of the Data Subject. The sources of the Personal Data need not be identified when this is not possible by reasonable efforts, or where the rights of persons other than the Data Subject would be violated.

Data Subjects must be able to the personal information about them rectified, amended, or deleted where it is inaccurate or processed against these principles. If there are compelling grounds to doubt the legitimacy of the request, the organisation may require further justifications before proceeding to rectification, amendment or deletion. Notification of any rectification, amendment or deletion to third parties to whom the data has been disclosed need not be made when this involves disproportionate effort.

A Data Subject must also be able to object to the processing of the Personal Data relating to him if there are compelling legitimate grounds relating to his particular situation. The burden of proof for any refusal rests on the Data Importer, and the Data Subject may always challenge a refusal before the Authority.

Data used for marketing purposes: Where data are processed for the purposes of direct marketing, effective procedures should exist allowing the data subject at any time to “opt-out” from having his data used for such purposes.

Automated decisions: For purposes hereof, “automated decision” shall mean a decision by the Data Exporter or the Data Importer which produces legal effects concerning a Data Subject or significantly affects a Data Subject and which is based solely on automated processing of Personal Data intended to evaluate certain personal aspects relating to him, such as his performance at work, creditworthiness, reliability, conduct, etc. The Data Importer shall not make any automated decisions concerning Data Subjects except when:

- (a) such decisions are made by the Data Importer in entering into or performing a contract with the Data Subject and the Data Subject is given an opportunity to discuss the results of a relevant automated decision with a representative of the Parties making such decision or otherwise to make representations to the Parties; or
- (b) where otherwise provided by the laws applicable to the jurisdiction of the Data Exporter.

In order to facilitate queries and complaints, a global contact is set out below for data protection for the Tronox Group. Any queries or complaints raised by Data Importers, Data Exporters, or Data Subjects sent to the global contact will be referred internally to the appropriate Data Protection Officer for the relevant jurisdiction who will respond directly to the sender:

Email: Data.privacy@tronox.com

ANNEX D PERSONAL INFORMATION THAT MAY BE PROCESSED

Data Subjects

The personal data transferred concern the following categories of Data Subjects:

Past, present and prospective employees (including volunteers, learners, professionals in training, agents, temporary and casual workers), suppliers; customers and visitors to any Tronox site globally and/or persons lodging enquiries and/or requests on our public website or via the SpeakUp hotline.

Nature and Purposes of the transfer(s)

Transfers of Personal Data are made for the following purposes, it being recorded that there may be more than one transfer applicable to any Personal Data:

All of the Data Exporters are part of a global group. The ultimate holding company Tronox Holdings plc domiciled in England with its headquarters and main management function located the United States of America. This means that Personal Data will be transferred globally from the various operating entities to England and to the United States. It is additionally possible that Personal Data will be transferred from the United States to the operating sites. Finally, given the nature of the operations, it is possible that Personal Data is transferred between operating sites within the same country or region.

Personal Data is transferred in order to carry out human resource, procurement, sales, business and strategic management functions.

Categories of data

The Personal Data transferred concern the following categories of data:

1. Customer/ Supplier information/ Site visitor/contact via the website:

Identity: name, “know-your customer” data, account opening forms and similar types of data.

Contact details: contact details including name, address, email, telephone number.

Financial Information: account name; account number; transaction details relevant to the contract with a member of the Tronox Group and payment information.

Goods and Services: information in relation to goods and services provided by or to the Tronox Group.

Complaints/Disputes: information relating to complaints or disputes arising with employees, customers, distributors, agents or service providers.

Health & Safety: information relating to health and safety issues pertaining to goods/services received by or from the Tronox Group.

2. Employee information:

Identity: name, gender, race, nationality, title, marital and family status, date of birth, passport and visas, immigration status, employee number, identity number, social security number, National Insurance number, income tax number and similar types of data.

Contact details: employee contact details (physical address, telephone number) and emergency contact details including relationship to employee and similar types of data.

Employment Details: Commencement and termination of employment and prior employment.

Health and Safety: information pertaining to the state of physical health of an employee, entry medical/exit medicals and periodic occupational health related check-ups.

ANNEX E: DEED OF ADHERENCE

To Be Transcribed onto the letterhead of the NewCo

We, [newco] hereby –

record that we have (i) [concluded a written agreement] or (ii) [been newly incorporated] and as a result thereof we will become a member of the Tronox Group (as defined in the Omnibus Data Sharing Agreement);

confirm that we are aware of the provisions of the Omnibus Data Sharing Agreement between the members of the Tronox Group on or about [date],. Terms used in this deed shall have the meanings given to them in the Omnibus Data Sharing Agreement;

agree to be bound by, and accept the rights and obligations of a Data Controller, Data Exporter and/or Data Importer (as the case may be) contained in the Omnibus Data Sharing Agreement with effect from the date on which we became a member of the Tronox Group;

our address and details for purposes of the *domicilium* provisions is

physical -

facsimile -

email -

attention

confirm that our undertaking in this deed is irrevocable.

Yours faithfully

[Newco]