

AKZO NOBEL PRIVACY CODE OF CONDUCT

THE BOARD OF MANAGEMENT OF AKZO NOBEL N.V.

WHEREAS

- (i) In order to run its businesses Akzo Nobel and/or its Affiliates process personal data of their employees, customers, suppliers and other third parties;
- (ii) the processing of such personal data may involve an exchange of such data within Akzo Nobel and/or its Affiliates and the involvement of third parties processing such data on behalf of Akzo Nobel and/or its Affiliates;
- (iii) the processing may involve a transfer of data to countries which may not provide an adequate level of protection of personal data;
- (iv) any processing of personal data within the European Economic Area ("**EEA**") is subject to Directive 95/46/EC of the European Parliament and of the Council on the protection of individuals with regard to the processing of and on the free movement of such data (the "**Data Protection Directive**"), which provides for a strict regime for the protection of personal data;
- (v) this Akzo Nobel Privacy Code of Conduct applies to processing of personal data within Akzo Nobel and/or its Affiliates, with the exception of processing of personal data by Akzo Nobel and/or its Affiliates as processors for third parties;
- (vi) this Akzo Nobel Privacy Code of Conduct is based upon the Data Protection Directive and therewith establishes an adequate level of protection of personal data as regards the processing of such data within Akzo Nobel and/or its Affiliates and insofar as the processing within Akzo Nobel and/or its Affiliates involves transfers of personal data to countries outside of the EEA which do not provide for a adequate level of protection, adequate safeguards are provided by this Akzo Nobel Privacy Code of Conduct for such transfers as required by article 26.2 of the Data Protection Directive;
- (vii) this Akzo Nobel Privacy Code of Conduct further provides for specific safeguards in respect of a transfer of Personal Data by Akzo Nobel and/or its Affiliates to third parties which are established in countries outside of the EEA that do not provide for an adequate level of protection;
- (viii) Akzo Nobel NV is established within The Netherlands and is subject to the Dutch Data Protection Act (the "**DDPA**") as supervised by the Dutch Data Protection Authority;
- (ix) this Akzo Nobel Privacy Code of Conduct has a complementary character,

and has no prejudice to the legislation applicable to the processing of personal data by Akzo Nobel and/or its Affiliates. If no local legislation is applicable, or the terms of this Akzo Nobel Privacy Code of Conduct are stricter than any local legislation or provide additional safeguards, rights or remedies for the Data Subject, the terms of this Akzo Nobel Privacy Code of Conduct will apply.

HAS ADOPTED THIS PRIVACY CODE OF CONDUCT:

Article 1 – Definitions and Interpretation

1.1 Definitions

Affiliate	means any company, firm or legal entity with respect to which now or hereafter Akzo Nobel holds directly or indirectly fifty percent (50%) or more of the nominal value of the issued share capital, or fifty percent (50%) or more of the voting power at general meetings, or has the power to appoint a majority of directors or otherwise to direct the activities of such company, firm or legal entity;
Akzo Nobel	means Akzo Nobel NV and/or any Affiliate;
BU Privacy Officer	means the officer referred to in Article 16.4;
Children	means children under the age of sixteen (16) years;
Code	means this Akzo Nobel Privacy Code of Conduct including all Annexes thereto;
Compelling (Business) Interests	has the meaning given to that term in Article 15.1;
Consent	means, subject to requirements of Article 5, any freely given specific and informed indication of the Data Subject of his wishes by which the Data Subject signifies his agreement to personal data relating to him being processed. Consent can be withdrawn at all times;
Controller	means Akzo Nobel which determines the purposes and means of the Processing of Personal Data;
Corporate Privacy Officer	means the officer as referred to in Article 16.2;
Country Coordinator	Means the coordinator as referred to in Article 16.6;
Customer	means any former, existing or potential customer of products or services of a Akzo Nobel and/or Affiliates;
Customer Data	means Personal Data relating to Customers;
Data Privacy Manager	Means the Manager referred to in Article 16.3;

Data Processing Agreement	means the data processing agreement referred to in Article 8 and Annex D;
Data Subject	means the individual to whom the Personal Data relates;
Employee	means any employee, temporary worker, former employee, job applicant or trainee of Akzo Nobel and possibly their dependants;
Employee Data	means the Personal Data relating to Employees;
Personal Data	means any information relating to a natural person, which individual can be directly or indirectly identified from such information;
Process, Processing of Personal Data	means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction;
Processor	means any natural or legal person which Processes Personal Data on behalf of a Controller, without being employed by such Controller or otherwise being under the direct authority of such Controller;
Purposes	means the purposes specified for the (relevant category of) Personal Data as referred to in Article 3.1;
Sensitive Data	means Personal Data revealing an individual's racial or ethnic origin, political opinions or membership of political parties or similar movements, religious or philosophical beliefs, membership of a professional or trade organization or union, physical or mental health including any opinion thereof, sex life, criminal offences, criminal records or proceedings with regard to criminal or unlawful behavior;
Site Privacy Officer	means the officer referred to in Article 16.5;
Staff	means any natural person who is employed by Akzo Nobel and who Processes Personal Data as part of their respective duties or responsibilities;
Storage Period	means the maximum storage period of the relevant (category of) Personal Data specified in the Annexes to this Code or so much longer as required or authorized under applicable law;
Supplier	means any former, existing or potential supplier of products or services to Akzo Nobel and/or Affiliates;

Third Party

means any natural or legal person other than Akzo Nobel and Processors.

1.2 Interpretation in this Code:

Unless the context otherwise requires all references to a particular Article or Annex are references to that Article or Annex in or to this document as they may be amended from time to time;

1.2.1 headings are included for convenience only and are not to be used in construing any provision of this Code;

1.2.2 if a word or phrase is defined, its other grammatical forms have a corresponding meaning;

1.2.3 the male form will include the female form;

1.2.4 the words "include", "includes" and "including" and any words following them shall be construed without limitation to the generality of any preceding words or concepts and vice versa; and

1.2.5 a reference to a document (including, without limitation, a reference to this Code) is to the document as amended, varied, supplemented or replaced, except to the extent prohibited by this Code or that other document.

Article 2 – Scope

2.1 This Code has been adopted by the Board of Management of Akzo Nobel and is applicable to the Processing of Personal Data by Akzo Nobel as Controller or as Processor. This Code provides a complementary character and shall apply unless stricter provisions apply pursuant to the legislation applicable to the Processing of Personal Data by Akzo Nobel, in which case such stricter provisions will take precedence.

2.2 This Code supplements all privacy policies or similar arrangements of Akzo Nobel existing on the issue date hereof. All existing contracts, procedures and systems shall be made compliant with this Code within two (2) years from the issue date hereof. Until such time, Personal Data shall be Processed as much as reasonably possible in accordance with this Code.

2.3 This Code applies to the Processing of Personal Data wholly or partially by automatic means, and to the Processing otherwise than by automated means of Personal Data which is stored (or intended to be stored) in a filing system, which is accessible according to specific criteria.

Article 3 – Criteria for legitimate Processing

3.1 Personal Data shall be Processed in conformity with the criteria specified in Article 3.2 (a) through 3.2 (f). Employee Data may only be Processed for the specific purposes specified for the (relevant category of) Employee Data in

Annex A. Customer Data shall may only be Processed for the specific purposes specified for the (relevant category of) Customer Data in **Annex B.** Supplier Data shall may only be Processed for the specific purposes specified for the (relevant category of) Supplier Data in **Annex C** In the event of a conflict between this Code and Annex A, Annex B or Annex C respectively, the provisions of the relevant Annex will take precedence.

3.2. Personal Data may be Processed only if it fulfils one (or more) of the following criteria:

- (a) The Data Subject has unambiguously given his consent;
- (b) Processing is necessary for the performance of a contract to which the Data Subject is a party or in order to take steps at the request of the Data Subject prior to entering into a contract;
- (c) Processing is necessary for compliance with legal obligation to which the Controller is subject;
- (d) Processing is necessary in order to protect the vital interests of the Data Subject;
- (e) Processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in a Third Party to whom the data is disclosed;
- (f) Processing is necessary for the purpose of the legitimate interests pursued by the Controller or by the Third Party to whom the data is disclosed, except where such interests are overridden by (the interests of) fundamental rights and freedoms of the Data Subject.

3.3 Personal Data may not be further Processed in a way incompatible with the purposes for which such Personal Data is collected. To determine whether a purpose for secondary use of Personal Data is compatible with the purpose for which such Personal Data is collected, the following criteria have to be taken into account:

- (a) the affinity between the purpose for secondary use and the purpose of collection of the Personal Data;
- (b) the nature of the Personal Data;
- (c) the consequences of the Processing for secondary use for the Data Subject;
- (d) the manner in which the Personal Data has been obtained; and
- (e) the extent to which adequate safeguards have been put in place to protect the interests of the Data Subject, which may entail prior information of the Data Subject of the intended Processing for the secondary purpose as well as the offering of the right to object thereto.

3.4 The Processing of Personal Data for archive management, dispute resolution; scientific, statistical or historical research; or audit purposes is deemed to be compatible with the purpose for which the Personal Data has been collected. In the event of doubt whether this exception applies, the appropriate BU Privacy Officer shall decide.

3.5. Consent

In case the consent of the Data Subject is requested, an Affiliate shall ensure this consent is a freely given, specific and informed indication of such Data Subjects wishes by which the Data Subject signifies his agreement to his Personal Data being Processed. In such case the Affiliate shall inform the Data Subject of the purposes of the Processing for which consent is requested, of the possible consequences of the Processing for the Data Subject as well as such other information as is necessary to ensure a fair Processing of the Personal Data. If Processing of Personal Data is required to meet a request of the Data Subject, such request constitutes consent of the Data Subject for such Processing.

3.6. Consent of Employees

An Affiliate shall not seek the consent of an Employee for Processing of Employee Data which is directly or indirectly connected to the employment of such Employee, unless such Processing has foreseeable adverse consequences for such Employee's employment relation or to the extent required by applicable (domestic or foreign) law. Without prejudice to the information requirements pursuant to Article 5, at the time of seeking consent of an Employee, an Affiliate shall inform such Employee that it is free to refuse consent or withdraw any consent given at any time without consequences for its employment relation. The application of this Article 3.6 requires the prior approval of the appropriate BU Privacy Officer.

3.7. Withdrawal of consent

The Data Subject may withdraw his consent at all times. An Affiliate shall cease the Processing of the relevant Personal Data without undue delay upon receipt of the withdrawal.

Article 4 – Storing / removal and updating of Personal Data

4.1 Personal Data Processed shall at all times be accurate and relevant for the applicable Purposes. Personal Data other than meant in the preceding sentence shall be removed.

4.2 Personal Data shall not be kept for longer than the applicable Storage Period. The Storage Period shall in no event be longer than the time necessary to achieve the applicable Purposes.

4.3 The BU Privacy Officer is responsible for the updating of Personal Data and the removal of Personal Data after the applicable Storage Period has lapsed. Removal also means destruction of Personal Data or adaptation of Personal

Data in such a way that identification of the Data Subject is no longer possible.

- 4.4 After the applicable Storage Period has lapsed, Personal Data may – to the extent reasonably necessary – only be kept for archive management, dispute resolution; scientific, statistical or historical research or audit Purposes.
- 4.5 If the Data Subject is required to update his Personal Data himself, such Data Subject shall be reminded at least once a year to update his Personal Data.

Article 5 – Information to be given to the Data Subject

5.1 If Personal Data has been obtained directly from the Data Subject, the Data Subject shall, prior to any Processing, be informed as to:

- a) the identity of the Controller and of his Staff, if any,
- b) the Purposes of the processing for which the data are intended,
- c) any further information such as
 - the recipients or categories of recipients of the data;
 - whether replies to the questions are obligatory or voluntary, as well as the possible consequences of the failure to reply;
 - the existence of the right of access to and the right to rectify the data concerning him insofar as they are necessary, having regard to the specific circumstances in which the data are collected, to guarantee fair processing in respect of the data subject;

unless this information was already known to the Data Subject.

5.2 If the Personal Data has been obtained in any other way, the information referred to in Article 5.1 shall be communicated to the Data Subject at the time of Processing, or, where the Personal Data is intended to be provided to Third Parties, at the time of provision thereof. The information can also be provided to the Data Subject at the time of first contact with the Data Subject, provided that such first contact is within a short period after the Personal Data was obtained by the Controller.

5.3 The requirements of Article 5.1 and 5.2 shall not apply in case of the impossibility to inform the Data Subject, or the disproportionality of the costs involved with providing such information. The application of this Article 5.3 shall require the prior approval of the appropriate BU Privacy Officer.

5.4 The following documents shall be made available as follows:

- (a) this Code and a summary thereof shall be made available on the Akzo Nobel corporate Intranet and on the Akzo Nobel corporate Internet website and shall further be made available on request.
- (b) **Annex A** (Employee Data) shall be made available on the Akzo Nobel intranet or by other means, which allow Employees to easily access its content;
- (c) **Annex B** (Customer Data) shall be made available on the Akzo Nobel

corporate Internet website and other public websites of Akzo Nobel which are directed at Customers and shall further be made available at the request of a Customer.

- (d) **Annex C (Supplier Data)** shall be made available on the Akzo Nobel corporate Internet website and other public websites of Akzo Nobel which are directed at Suppliers and shall further be made available at the request of a Supplier.

Article 6 – Rights of access/correction/removal

- 6.1 At all times the Data Subject has the right to access his Personal Data. In the event the Personal Data of the Data Subject is incorrect, incomplete or is not Processed in compliance with applicable law or this Code, the Data Subject has the right to have his Personal Data corrected, erased or blocked (as appropriate).
- 6.2 The Data Subject has a right to object to the Processing of his Personal Data on compelling grounds relating to his particular situation in the event the relevant Processing is for Purpose referred to in Article 3.2 sub (e) or (f).
- 6.3 Requests for access, correction, erasure or blockage shall be made, or internally forwarded, to the appropriate Site Privacy Officer.
- 6.4 In the event a Data Subject submits a request to access his Personal Data, the appropriate Site Privacy Officer shall provide the Data Subject with a detailed written overview of the relevant Personal Data within four (4) weeks after receipt of the request. The appropriate Site Privacy Officer (or other Staff to whom the request was initially addressed) may require the Data Subject to specify his request before he provides the overview. The overview will in any event contain:
- a) the purposes of the Processing;
 - b) the (categories of) Personal Data subject of the Processing;
 - c) the (categories of) recipients of the Personal Data;
 - d) the available information about the origin of the Personal Data;
 - e) if administered: an executive summary of the contact(s) which have taken place with the Data Subject.
- 6.5 The appropriate Site Privacy Officer shall send a written reply to a (subsequent) request of the Data Subject for correction or erasure or blocking of his Personal Data within four (4) weeks after receipt of the request. The appropriate Site Privacy Officer may require the Data Subject to specify his request before a reply is sent.
- 6.6 Requests for access, correction or erasure or blocking may be denied in case the relevant request constitutes an abuse of right. In the event a request is denied, the grounds for denial will be communicated to the Data Subject at

the time of denial. The appropriate Site Privacy Officer will consult the Corporate Privacy Officer before the decision to deny the request is made.

- 6.7 The appropriate Site Privacy Officer shall verify the identity of the Data Subject prior to carrying out the request.
- 6.8 In case a request is granted, the request shall be carried out without unnecessary delay.

Article 7 – Sensitive data

- 7.1 Akzo Nobel shall not Process Sensitive Data, except where
- (i) the Data Subject has given his explicit consent to the Processing thereof;
 - (ii) the Processing is required or authorized by applicable law;
 - (iii) the Processing is necessary for the establishment, exercise or defense of legal claims;
 - (iv) the Processing is necessary to protect the vital interest of the Data Subject and it is impossible to obtain the consent of the Data Subject;
 - (v) the Processing is required for healthcare services Processed by a health professional subject to the obligation of professional secrecy;
 - (vi) the Personal Data has been made manifestly public by the Data Subject.
- 7.2 In case of doubt whether a Processing of Sensitive Data is authorized pursuant to Article 7.1, the appropriate BU Privacy Officer shall be consulted, whose approval is required prior to the Processing of sensitive data.

Article 8 – Processors

- 8.1 Akzo Nobel may only appoint a Processor for the Processing of Personal Data on its behalf and provide Personal Data to a Processor if a Data Processing Agreement has been concluded containing at least the following terms and conditions:
- (i) the Processor will only Process the relevant Personal Data in accordance with the instructions of the Controller;
 - (ii) the Processor will maintain the confidentiality of the Personal Data;
 - (iii) the Processor will take appropriate technical and organizational security measures;
 - (iv) the Controller has the right to review the technical and organizational security measures taken by the Processor and the Processor will submit its data processing facilities to audits conducted by or on behalf of the Controller in connection therewith;
 - (v) the Processor is required to comply with this Code (insofar as relevant) as well as with rules of law applicable to the Processor.

A model Data Processing Agreement has been attached as **Annex D**.

Article 9 – Security and confidentiality

- 9.1 Akzo Nobel shall take appropriate technical and organizational measures to protect Personal Data against unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, in particular where the Processing involves the transmission of Personal Data over a network, and against all other unlawful forms of Processing. In any event all Staff shall comply with the requirements set out in this Article 9 and other security policies adopted by or on behalf of the Board of Management of Akzo Nobel, which policies shall be applicable to this Code.
- 9.2 Data carriers, either electronic- or paper files, containing Personal Data shall not be left unattended in places which are accessible to other Staff or Third Parties.
- 9.3 Additional security measures for Processing of Sensitive data as well as Personal Data related to income, financial positions, debts, credits of performance of the Data Subject shall be taken in accordance with the Akzo Nobel Security Policies in force from time to time.

Article 10 – Children

- 10.1 Personal Data of Children may be Processed only if it fulfils one (or more) of the following criteria:
- (a) the prior consent of a parent or legal guardian has been obtained;
 - (b) Processing is necessary for compliance with a (national or foreign) legal obligation to which the Controller is subject; or
 - (c) Processing is necessary for the performance of a contract to which the parent or legal guardian of the Child is a party or in order to take steps at the request of such parent or legal guardian prior to entering into a contract.
- 10.2 Article 10.1 applies only where Akzo Nobel knows, or given the circumstances should reasonably be aware, that the Data Subject involved is a Child. Akzo Nobel shall take commercially reasonable steps to ensure that it complies with Article 10.1.

Article 11 – Automated decision making

- 11.1 The Data Subject shall not be subjected to a decision which is based solely on automated Processing of Personal Data, unless:
- (a) the decision is taken in the course of the entering into or performance of a contract, provided the request thereto was lodged by the Data Subject or suitable measures are taken to safeguard his legitimate interests, including without limitation arrangements allowing him to put his point of view;
 - (b) this is authorized by applicable law.

Article 12 – Direct marketing

- 12.1. Personal Data relating to a Data Subject may be used for direct marketing Purposes to this Data Subject with his prior written consent ("opt-in"). The Data Subject shall be informed of his right to object in every further direct marketing communication.
- 12.2. Personal Data relating to a Data Subject may be used for direct marketing Purposes to this Data Subject where he has already provided his contact details to Akzo Nobel in the context of a sale of a product or service of Akzo Nobel and such contact details are used for direct marketing of Akzo Nobel's own similar products or services. However, the Data Subject must have been clearly and distinctly given the prior opportunity to object free of charge to such use of his contact details when they are collected while being instructed where such objection can be made (name, e-mail, postal address) ("opt-out"). Similarly, the Data Subject shall be informed of his right to object in every further direct marketing communication.
- 12.3. Staff will forward each objection received to the appropriate BU Officer, who will carry out such objection without undue delay but no later than 10 business days after the objection has been received by Akzo Nobel. The aforementioned maximum period of 10 business days will not apply if the Data Subject has not used the opt-out procedure provided by an Affiliate but addressed its objection to an Affiliate Company in any other way.
- 12.4. In no event direct marketing communication shall be used which is non compliant with the provisions under this sections 12.1 and 12.2 or shall it be directed at Data Subjects or who have enlisted with the so called "opt-out"-registries.
- 12.5. No Personal Data shall be provided to, or used on behalf of, Third Parties for Purposes of direct marketing without the prior written consent of the Data Subject.

Article 13 – Staff Access to Personal Data and Training

- 13.1 Staff of Akzo Nobel shall only have access to Personal Data to the extent necessary for the applicable Purposes and to the extent necessary for the performance of such Staff's duties or responsibilities. Only the (categories of) Staff specified in the relevant Annexes have access to the Personal Data.
- 13.2 Akzo Nobel shall provide an adequate training program (including regular updates) for Staff which has permanent or regular access to Personal Data in order to ensure (continued) compliance of the Processing of Personal Data by such Staff in accordance with this Code.

Article 14 – Disclosure to Third Parties and Onward Transfers

- 14.1 Akzo Nobel shall not transfer Personal Data to a Third Party unless to the extent necessary for the applicable Purposes.
- 14.2 Personal Data may only be transferred to a Third Party or a Processor located in a country which does not provide a level of protection for such Personal Data similar to this Code, if
- (a) the Data Subject has unambiguously given his consent to the proposed transfer;
 - (b) the transfer is necessary for the performance of a contract to which the Data Subject is a party or in order to take steps at the request of the Data Subject prior to entering into a contract;
 - (c) the transfer is necessary for the conclusion or performance of a contract concluded in the interest of the Data Subject between the Controller and a Third Party;
 - (d) the transfer is necessary or legally required for the establishment, exercise or defense of legal claims or for a pressing need to protect the public interest of a democratic society;
 - (e) the transfer is necessary in order to protect the vital interests of the Data Subject;
 - (f) a contract has been concluded between the relevant Affiliate and the relevant Third Party or Processor which provides adequate safeguards similar to those provided for by this Code;
 - (g) the transfer is required by law (whether national or foreign) to which the relevant Affiliate is subject.
- 14.3. In deviation of Article 14.2, Personal Data may be transferred to a Third Party or a Processor in a country which does not provide a level of protection for such Personal Data similar to this Code, if such Personal Data was originally Processed in the context of the activities of an Affiliate established in a country which also does not provide a level of protection for such Personal Data similar to this Code (the "**Relevant Affiliate**"), if
- (i) the transfer is necessary for compliance with a (national or foreign) legal obligation to which the Relevant Affiliate is subject;
 - (ii) the transfer is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the relevant Affiliate or in a Third Party to whom the Personal Data is disclosed;
 - (iii) the transfer is necessary for the Purpose of the legitimate interests pursued by the Relevant Affiliate or by the Third Party to whom the data is disclosed, except where such interests are overridden by the interests for fundamental rights and freedoms of the Data Subject.

Transfer of Personal Data to a Third Party or a Processor established in a country that does not provide a level of protection similar to this Code based on the criteria

set out in Article 14.2 (d) (second part) or (g) requires the prior approval of the Corporate Privacy Officer.

14.4 The Data Subject shall be provided with the following information prior to requesting his consent:

- (a) the purposes of the transfer;
- (b) the identity of the relevant Controller disclosing the Personal Data;
- (c) the identity of the Third Party or Processor to which the Personal Data will be disclosed or a description of the category of Third Parties or Processors;
- (d) the nature of the (categories of) Personal Data that will be disclosed;
- (e) the country(ies) to which the Personal Data is transferred;

the level of protection of the country(ies) to which his Personal Data is transferred.

Article 15 – Compelling (Business) Interests

15.1 The requirements of Article 3.3 (compatible purposes), 5.1 and 5.2 (information of Data Subject), 6.1 (right of access, correction and erasure), 6.4 and 6.5 (requests for access, correction, erasure) and 13.1 (Staff access), may in specific cases be set aside if in the specific circumstances of the case at hand a pressing need thereto exists which outweighs the interests of the Data Subject in order to:

- (i) protect the legitimate business interests of Akzo Nobel, including (a) the security of the (Staff of) Akzo Nobel; (b) the protection of its trade secrets and reputation; (c) the uninterrupted continuity of its business operations; (d) (the protection of confidentiality in for instance) an (intended) sale or merger or acquisition of (its) business operations; (e) involvement of trusted advisors or consultants for legal, tax, insurance or business consultancy purposes;
- (ii) prevent, detect, prosecute (including to cooperate with public authorities) breaches of (criminal) law or breaches of the terms of employment, Akzo Nobel Business Principles, or other company rules or codes; and
- (iii) otherwise protect and defend the rights and freedoms of Akzo Nobel, its Staff or other persons (including the Data Subject) (sub (i), (ii) and (iii) hereinafter "**Compelling (Business) Interests**").

15.2. The requirements of Article 7.1 (sensitive data) may in specific cases be set aside if in the specific circumstances of the case at hand a pressing need thereto exists which outweighs the interests of the Data Subject for Compelling (Business) Interests sub (i) (a) and (c) and (ii) and (iii) only.

15.3 The application of Article 15.2 shall require the prior approval of the Corporate Privacy Officer. In the event of doubt as to the application of Article 15.1, the appropriate BU Privacy Officer shall be consulted.

Article 16 – Supervision and compliance

16.1 The Board of Management of Akzo Nobel shall appoint a Corporate Privacy Officer who is responsible for the compliance of Akzo Nobel with this Code.

16.2 The Corporate Privacy Officer:

- (a) shall deal with any major investigation or inquiry into the Processing of Personal Data by a supervisory authority or governmental body;
- (b) shall advise the Board of Management of Akzo Nobel on compliance issues with regard to the Processing of Personal Data;
- (c) shall produce an annual report about compliance of Akzo Nobel with this Code, which is subject to the approval of the Board of Management of Akzo Nobel;
- (d) shall appoint BU Privacy Officers, being the business unit Human Resource managers, and appoint a BU Privacy Officer for corporate departments and country organizations, being the Data Privacy Manager;
- (e) shall appoint Country Coordinators;
- (f) shall perform the tasks as described in this Code.
- (g) shall be in charge of duties of the BU Privacy Officer, in case of his / her absence for an extended period of time and no replacement has been agreed upon.

The Corporate Privacy Officer shall be assisted by a Data Privacy Manager.

16.3 The Data Privacy Manager:

- (a) shall deal with the overall implementation of this Code including training;
- (b) shall assist the Corporate Privacy Officer in dealing with privacy related issues;
- (c) shall be main corporate contact for BU Privacy Officers and Country Coordinators on data privacy related issues;
- (d) shall be responsible as BU Privacy Officer for corporate departments and (corporate) country organizations;
- (e) shall on a regular basis report on privacy related issues the Corporate Privacy Officer

16.4 The BU Privacy Officer:

- (a) shall be responsible for data privacy related issues within his business unit and/or corporate departments and country organizations;
- (b) shall report to the Corporate Privacy Officer, of;

- (a) any serious compliance problem within his organization or serious non-compliance by a Processor working for his organization;
 - (b) any investigation or inquiry by a competent supervisory authority into the Processing of Personal Data by his organization or into the Processing of Personal Data by a Processor working for his organization;
 - (c) any claim filed in a court by a Data Subject with regard to the Processing of his Personal Data as well as the decision of the court;
 - (d) any declaration made by the Data Subject in accordance with article 18.1.
- (c) shall appoint Site Privacy Officers within business units, corporate departments and country organizations;
 - (d) shall in applicable cases be responsible for the declarations of registers to the data privacy authorities.
 - (e) shall perform the tasks as described in this Code.

16.5. The Site Privacy Officer:

- (a) shall assist the BU Privacy Officer in dealing with privacy related issues;
- (b) shall on a regular basis report on privacy related issues to the BU Privacy Officer;
- (c) shall ensure that the structure and functioning of any Register is adequately documented;
- (d) shall make sure that a privacy impact assessment takes place over any systematic processing of Personal Data by means of a computer system or application as well as functional changes thereto.
- (e) shall ensure that the usage made by an Affiliate of a System is adequately preserved (by maintaining log files or otherwise) to the extent necessary for audits in accordance with Article 17.
- (f) shall be responsible for handling the communication with the Data Subject with respect to his request, complaint, or claim except where the circumstances of the case justify otherwise.
- (g) shall perform the tasks as described in this Code.

16.6 The Country Coordinator:

- (a) shall support the Corporate Privacy Officer, Data Privacy Manager, BU Privacy Officers and Site Privacy Officers at their request;
- (b) shall support the BU Privacy Officer in making declarations to the data privacy authorities (if applicable)

Article 17 – Audit

- 17.1 Relevant Processing of Personal Data by Akzo Nobel by means of a computer system or application (each a "**System**") shall be subject to an audit.
- 17.2 Akzo Nobel internal auditing services will regularly audit Systems (and procedures) that Process Personal Data on compliance with this Code. Such audit will be carried out in the course of the regular activities of the Akzo Nobel internal auditing services or on a specific request of the BU Privacy Officer. Specific parts of the audit report related to data privacy shall be sent to the Corporate Privacy Officer.
- 17.3 The Corporate Privacy Officer may request to have the audit specified in Article 17.2 by an external auditor if he considers this appropriate.
- 17.4 The Corporate Privacy Officer or the appropriate BU Privacy Officer shall take the steps necessary to remedy any non-compliance which appeared during the audit.
- 17.5 Akzo Nobel shall ensure that the structure and functioning of any System is adequately documented.

Article 18 – Complaints

- 18.1 Any Data Subject may declare with the appropriate Site Privacy Officer that Akzo Nobel:
- (a) is not complying with this Code;
 - (b) is not cooperating with a lawful investigation or inquiry by a competent data protection supervisory authority;
 - (c) is not abiding by the lawful advice given by a competent data protection supervisory authority.
- 18.2 The appropriate Site Privacy Officer shall send a written reply within four weeks after receipt of the complaint.
- 18.3 If the appropriate Site Privacy Officer rejects the complaint or if the reply of the appropriate Site Privacy Officer is otherwise unsatisfactory to the Data Subject, the Data Subject may file a complaint under the Akzo Nobel Corporate Complaints Procedure.
- 18.4 If after following the procedure as described under 18.2 and the complaint is not handled adequately, The Data Subject has the right to make a claim before the data protection authority of his country.

Article 19 – Enforcement

Local rights and remedies

- 19.1 This Code does not affect the substantive rights and remedies nor the dispute settlement procedures which are available to a Data Subject in accordance with the ordinary rules of private international law.

Additional forum

- 19.2 In addition to the local rights and remedies, if an Affiliate established in one of the EEA countries (the "**Exporting Affiliate**") transfers Personal Data which is originally Processed in the context of the activities of the Exporting Affiliate to an Affiliate located in a country which does not provide a level of protection similar to this Code (the "**Importing Affiliate**") and the Importing Affiliate violates this Code, the courts or other competent authorities of the country of domicile of the Exporting Affiliate will have jurisdiction and the Data Subject shall have the rights and remedies against the Exporting Affiliate as if the violation had taken place by the Exporting Affiliate instead of the Importing Affiliate.

Supervisory authority

- 19.3 Without prejudice to Articles 18.1 and 18.2, compliance with this Code shall be supervised by (i) the Dutch Data Protection Authority (*College Bescherming Persoonsgegevens*) in The Netherlands and (ii) the Dutch courts. The Dutch Data Protection Authority is authorized to advise on the application of this Code at all times.
- 19.4 The Data Subject may bring a complaint / claim before the College Bescherming Persoonsgegevens or the Dutch court against (i) the relevant Affiliate and (ii) (also) against Akzo Nobel; sub (i) and (ii) provided the Data Subject has first followed the complaint procedure set out in Article 18 and the outcome thereof is not to the satisfaction of the Data Subject.
- 19.5 The Data Subjects will have the administrative and civil remedies available to Data Subjects under the Dutch Data Protection Act (*Wet Bescherming Persoonsgegevens*) and Dutch Civil Law. The Dutch Data Protection Authority will have the (investigative) powers under the Dutch Data Protection Act. The Dutch Data Protection Authority and The Dutch Courts will decide in accordance with their own rules of procedural law. Insofar as the Dutch Data Protection Authority has discretionary powers in relation to the enforcement of the Dutch Data Protection Act, it will have similar discretionary powers in relation to the enforcement of this Code.

Unilateral undertaking Affiliates

- 19.6 Each Affiliate hereby unilaterally declares that it will not object to the jurisdiction of the courts and other competent authorities pursuant to Article 19.2, 19.3 and 19.4. In such case, all Affiliates shall cooperate with the relevant court or other competent authorities if it exercises any of their (investigative) powers.

Liability

- 19.7 In case of a violation of this Code by an Affiliate, Akzo Nobel shall be jointly and severally liable only for any direct damage suffered by the Data Subject resulting from any such violation.

Third Party beneficiaries

- 19.8 The Data Subjects can enforce this Code as third-party beneficiaries. The Affiliates do not object to the Data Subjects being represented by an association or other body if they so wish and if permitted by applicable law.
- 19.9 The Board of Management of Akzo Nobel may amend this Code without obtaining the consent of the Data Subjects, notwithstanding that any such amendments may relate to any benefits conferred on Data Subjects.

Article 20 – Mutual Assistance

- 20.1 Akzo Nobel and their respective Staff as well as all Processors and their respective staff are required in a reasonable time and to the extent reasonably possible to co-operate and assist each other in order to handle:
- (a) a request of, complaint or claim made by a Data Subject;
 - (b) a lawful investigation or inquiry by a competent authority.
- 20.2 The Affiliate in the country of residence of the Data Subject is responsible for handling the communication with the Data Subject with respect to his request, complaint, or claim except where the circumstances of the case justify otherwise.

Article 21 – Sanctions

Non compliance of Staff with this Code may result in disciplinary sanctions, dismissal or any other type of sanction permitted by applicable law.

Article 22 – Applicable law

- 22.1. This Code has a complementary character and has no prejudice to the legislation applicable to the Processing of Personal Data by an Akzo Nobel Affiliate.
- 22.2. Where the terms of this Code are stricter than applicable legislation or provide additional safeguards, rights or remedies for the Data Subject, the terms of this Code will apply.
- 22.3. Where applicable law prohibits an Affiliate from complying with this Code, such Affiliate shall immediately inform the Corporate Privacy Officer thereof. In case of incompatibility between this Code and applicable law, the Corporate Privacy Officer shall take the steps necessary to ensure compliance as much as possible given the legal requirements applicable to the relevant Affiliate.

Article 23 – Inquiries

- 23.1 Inquiries relating to this Code should be directed to the Data Privacy Manager or the Corporate Privacy Officer. The name and contact details of the Data Privacy Manager and the Corporate Privacy Officer shall be stated on the Akzo Nobel website and intranet.

Article 24 – Deviation from / Changes to the Code

- 24.1 Any Processing of Personal Data in deviation to this Code requires the prior consent of the appropriate BU Privacy Officer.
- 24.2 In the event of doubt whether any Processing is in compliance with this Code, the appropriate BU Privacy Officer shall be consulted.
- 24.3 This Code can only be amended by the Board of Management of Akzo Nobel. Any amendments will come into force 30 days after the amended Code has been published in accordance with Article 5.

Annexes

- A. Employee Data
- B. Customer Data
- C. Supplier Data
- D. Model Data Processing Agreement