

# Privacy Rules for Customer, Supplier and Business Partner Data

Version	3.0
Owner	Head of Global Data Privacy
Effective	25-08-2014
Last review	03-05-2022

**Purpose** AkzoNobel has committed itself to the protection of personal data of AkzoNobel Customers, Suppliers and Business Partners in the AkzoNobel Code of Conduct. These Privacy Rules explain how AkzoNobel works with Personal Data. For the rules applicable to Employee Data, refer to the Privacy Rules for Employee Data.

## Scope and definitions

These Rules address the Processing of Personal Data of Customers, Suppliers and Business Partners by AkzoNobel or a Third Party on behalf of AkzoNobel.

## 1 Scope, Applicability and Implementation

- a Scope**

These Rules address the Processing of Personal Data of Customers, Suppliers and Business Partners by AkzoNobel as a Controller of Personal Data that are: (i) subject to data transfer restrictions under EEA Data Protection Law, and (ii) are Processed by an AkzoNobel Group Company outside of the EEA.
- b Electronic and Paper-based Processing**

These Rules apply to the Processing of Personal Data by electronic means and in systematically accessible paper-based filing systems.
- c Applicability of local law and Rules**

Individuals keep any rights and remedies they may have under applicable local law. These Rules shall apply only where it provides supplemental protection for Personal Data. Where applicable local law provides more protection than these Rules, local law shall apply. Where these Rules provide more protection than applicable local law or provides additional safeguards, rights or remedies for Individuals, these Rules shall apply.
- d Sub-policies and notices**

AkzoNobel may supplement these Rules through sub-policies or notices that are consistent with these Rules.
- e Accountability**

These Rules are legally binding and shall apply to and be enforced by AkzoNobel N.V. and its Group Companies, including Customers, Suppliers and Business Partners. The Responsible Executive shall be accountable for his or her business organization's compliance with these Rules.

- f Effective Date**  
These Rules have been adopted by the Executive Committee of Akzo Nobel N.V. and shall enter into force as of August 25, 2014 (Effective Date) and shall, including a list of the Group Companies, be published on the AkzoNobel website and be made available to Individuals upon request.
- g Rules supersede prior policies**  
These Rules supersede all AkzoNobel privacy policies and notices that exist on the Effective Date to the extent they address the same issues.
- h Role of AkzoNobel Nederland**  
AkzoNobel N.V. has tasked AkzoNobel Nederland with the coordination and implementation of these Rules.

## 2 Purposes for Processing Personal Data

### Lawful Processing

Personal Data shall be Processed lawfully. Lawful processing means that AkzoNobel will not Process Personal Data, unless one of the following conditions applies:

- (i) AkzoNobel needs to process the Personal Data to:
  - a. perform, or take steps with a view to enter into, a contract with the relevant individual
  - b. comply with a legal obligation to which AkzoNobel is subject;
  - c. protect the vital interests of the Individual;
- (ii) AkzoNobel needs to carry out such Processing to pursue AkzoNobel's legitimate interests, and these interests do not prejudice the interests or fundamental rights and freedoms of the Individual concerned; or
- (iii) the Individual concerned has consented to the processing, by providing a freely given, specific, informed and unambiguous indication of the Individual's wishes by a clear affirmative action;
- (iv) In circumstances permitted by EEA Data Protection Law.

### a Legitimate Processing Purposes

AkzoNobel Processes Personal Data for the following purposes (Processing Purposes) but remains subject to any applicable requirements and restrictions under EEA Data Protection Law:

- (i) **development and improvement of products and/or services.** This purpose includes Processing that is necessary for the development and improvement of AkzoNobel products and/or services, research and development;
- (ii) **conclusion and execution of agreements with Customers, Suppliers and Business Partners.** This purpose addresses the Processing of Personal Data necessary to conclude and execute agreements with Customers, Suppliers and Business Partners and to record and financially settle delivered services, products and materials to and from AkzoNobel;
- (iii) **relationship management and marketing.** This purpose addresses activities such as maintaining and promoting contact with Customers, Suppliers and Business Partners, account management, customer service, recalls and the development, execution and analysis of market surveys and marketing strategies;
- (iv) **business process execution, internal management and management reporting.** This purpose addresses activities such as managing company assets, conducting internal audits and investigations, finance and accounting, implementing business controls,

provision of central processing facilities for efficiency purposes managing mergers, acquisitions and divestitures, and Processing Personal Data for management reporting and analysis;

- (v) **health, safety and security.** This purpose addresses activities such as those involving safety and health, the protection of AkzoNobel and Employee assets, and the authentication of Customer, Supplier or Business Partner status and access rights;
- (vi) **compliance with legal obligations.** This purpose addresses the Processing of Personal Data necessary for compliance with a legal obligation to which AkzoNobel is subject; or
- (vii) **protection of the vital interests of Individuals.** This is where Processing is necessary to protect the vital interests of an Individual.

Where there is a question whether a Processing of Personal Data can be based on a Business Purpose listed above, the relevant I&C Business Partner, Legal Counsel or Privacy Counsel shall be consulted before the Processing takes place.

#### **b Consent**

If a Business Purpose does not exist or if applicable local law so requires AkzoNobel shall (also) seek consent from the Individual for the Processing.

When seeking consent, AkzoNobel must inform the Individual:

- (i) of the purposes of the Processing for which consent is required;
- (ii) which Group Company is responsible for the Processing;
- (iii) to withdraw consent at any time;
- (iv) that withdrawal of consent does not affect the lawfulness of the relevant Processing before such withdrawal.
- (v) of the potential consequences for the Individual of the Processing.

#### **c Denial or withdrawal of consent**

The Individual may deny or withdraw consent at any time. Upon withdrawal of consent, AkzoNobel will discontinue such Processing as soon as reasonably practical. The withdrawal of consent shall not affect (i) the lawfulness of the Processing based on such consent before its withdrawal; and (ii) the lawfulness of Processing after withdrawal for other processing Purposes not based on consent.

### **3 Use for Other Purposes**

#### **a Use of Data for Secondary Purposes**

Personal Data may be Processed for a purpose other the Business Purposes for which they were originally collected only if the additional purpose is compatible with the relevant Business Purpose taking into account the link between the original and additional purpose, the context in which the Personal Data are collected, the nature of the relevant Personal Data and the implementation of appropriate safeguards set out below (**Secondary Purpose**).

Depending on the sensitivity of the relevant Personal Data and the possible consequences for the Individual, the processing of Personal Data for the secondary purpose may require additional measures such as:

- (i) limiting access to the Personal Data;
- (ii) taking additional security measures;
- (iii) to mitigate the consequences. If the consequences cannot be appropriately mitigated, AkzoNobel may need to provide the Individual an opt-out opportunity; or obtain the Individual's consent.

**b Examples of permitted uses of Data for Secondary Purposes**

To the extent not already covered in Article 2.a, and subject to the compatibility assessment referred to in Article 3.a, below are several; examples of processing for Secondary Purposes that may be permissible:

- (i) anonymization or pseudonymization of the Personal Data;
- (ii) internal audits or investigations;
- (iii) implementation of business controls and operational efficiency;
- (iv) for purposes of public interest, statistical, historical or scientific research purposes, or statical purposes, including the transfer of Personal Data to an archive for these purposes;
- (v) preparing for or engaging in dispute resolution;
- (vi) legal advice or business consulting; or
- (vii) insurance purposes.
- (viii) IT systems and infrastructure related Processing such as for maintenance, support, life-cycle management, and security (including resilience and incident management);

The Business Purposes and Secondary Purposes together constitute the Processing Purposes.

## 4 Purposes for Processing Special Categories of Personal Data

**a Lawful Processing**

Special Categories of Data shall be Processed lawfully. Lawful Processing means that AkzoNobel will not Process Special Categories of Data, unless one of the following conditions applies:

- (i) when necessary for the performance of a task carried out to comply with or authorized by law;
- (ii) for the establishment, exercise or defense of a legal claim;
- (iii) to protect a vital interest of an Individual, but only where it is impossible to obtain the Individual's consent first;
- (iv) to the extent necessary for reasons of substantial public interest or
- (v) where the Special Categories of Data have manifestly been made public by the Individual (e.g., via AkzoNobel social media channels); or
- (vi) archiving for the purposes of public interest, scientific or historical research purposes or statistical purposes.

**b Specific purposes for Processing Special Categories of Personal Data**

This Article sets forth specific rules for Processing Special Categories of Personal Data. AkzoNobel shall Process Special Categories of Personal Data only to the extent necessary to serve one (or more) of the purposes specified below:

- (i) **racial or ethnic data:** in some countries photos and video images of Individuals qualify as racial or ethnic data. AkzoNobel may process photos and video images for the protection of AkzoNobel assets, site access and security reasons, and the authentication of

Customer, Supplier or Business Partner status and access rights;

- (ii) **criminal data** (including data relating to criminal behavior, criminal records or proceedings regarding criminal or unlawful behavior) for protecting the interests of AkzoNobel with respect to criminal offenses that have been or, given the relevant circumstances, are suspected to have been, committed against AkzoNobel or its Employees.
- (iii) **religious or philosophical beliefs:** accommodating religious or philosophical practices, dietary requirements or religious holidays.

**c** **General Purposes for Processing of Special Categories of Personal Data**

In addition to the specific purposes listed in Article 4.a above, all categories of Special Categories of Personal Data may be Processed under (one or more of) the following circumstances:

- (i) as required or allowed for the performance of a task carried out to comply with a legal obligation to which AkzoNobel is subject;
- (ii) for dispute resolution and/or fraud prevention;
- (iii) to protect a vital interest of an Individual, but only where it is impossible to obtain the Individual's consent first;
- (iv) to the extent necessary to comply with an obligation of public international law (e.g., a treaty); or
- (v) if the Special Categories of Personal Data have been posted or otherwise shared at the Individual's own initiative on AkzoNobel social media or has manifestly been made public by the Individual.

**d** **Consent, and Denial or withdrawal thereof**

In addition to the specific purposes listed in Article 4.a and the general purposes listed in Article 4.b, all categories of Special Categories of Personal Data may be Processed if the Individual has given his or her explicit consent to the Processing thereof.

If Data Protection Law requires that AkzoNobel requests consent of the Individual for the relevant Processing, AkzoNobel shall, in addition to ensuring that one of the grounds listed in Articles 4.a and 4.b exists for the Processing, also seek consent of the Individual for the Processing.

The requirements set out in Article 2.c and Article 2.d apply to the requesting, denial or withdrawal of explicit consent.

**e** **Prior Consultation in case of Special Category Personal Data**

Where Special Categories of Personal Data are Processed based on a requirement of law other than the local law applicable to the Processing, the Processing requires the prior consultation of the relevant I&C Business Partner, Legal Counsel or Privacy Counsel.

**f** **Use of Special Categories of Personal Data for Secondary Purposes**

Special Categories of Personal Data of Individuals may be Processed for Secondary Purposes in accordance with Article 3 and 4.a.

**5** **Quantity and Quality of Data**

**a** **No Excessive Data**

AkzoNobel shall limit the Processing of Personal Data to Data that are necessary and

adequate for and relevant to the applicable Processing Purpose. AkzoNobel shall take reasonable steps to delete or otherwise destroy Personal Data that are not required for the applicable Processing Purpose.

**b Storage Period**

AkzoNobel specifies e.g. in a sub-policy, notice or records retention schedule) a time period for which certain categories of Personal Data may be kept which means no longer than necessary for the applicable processing purpose.

Promptly after the applicable storage period has ended, the Data shall be:

- (i) securely deleted or destroyed;
- (ii) anonymized;

**c Quality of Personal Data**

Personal Data will be accurate, complete and kept up-to-date to the extent necessary for the applicable Processing Purpose. AkzoNobel shall take reasonable steps to rectify or erase Personal Data that are inaccurate without delay.

**d 'Privacy by Design and by Default'**

AkzoNobel shall, both at the time of determination of the means for Processing and at the time of the Processing itself, and taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of Individuals Customers, take appropriate, technical and organizational steps to ensure that the requirements of this Article 5 are implemented consistent with privacy by design and privacy by default principles under EEA Data Protection Law, when implementing into the design of new systems and processes that Process Personal Data.

**e Accurate, complete and up-to-date Data 'Self-Service'**

It is the responsibility of the Individuals to keep their Personal Data accurate, complete and up-to-date. Individuals shall inform AkzoNobel regarding any changes in accordance with Article 7.

## **6 Individual Information Requirements**

**a Information requirements**

At the time when Personal Data are obtained AkzoNobel shall inform Individuals through a privacy policy or notice of the following information:

- (i) the nature and categories of the Personal Data Processed;
- (ii) the Processing Purposes for which their Data are Processed;
- (iii) which Group Company or Group companies are solely or jointly responsible for the Processing;
- (iv) the contact; details of the Corporate Privacy Officer or designated point of contact for data privacy matters;
- (v) other relevant information, e.g. such as:

- (a) The legal basis for the Processing of Personal Data and, if the processing is based on the legitimate interests of AkzoNobel, the legitimate interests pursued by AkzoNobel
- (b) the categories of Third Parties to which the Data are disclosed (if any);
- (c) whether any such Third Party is covered by an Adequacy Decision and if not, information on the data transfer mechanism as referred to in Article 11.f (ii), (iv) or (v) as well the means to get a copy thereof or access thereto; and
- (d) the period for which the Personal Data will be stored or (if not possible) the criteria used to determine this period;
- (e) the rights of Individuals under these Rules, and how these can be exercised, including the right to obtain compensation;
- (f) the right to lodge a complaint with a Supervisor Authority;
- (g) the existence of automated decision making including profiling, and, where required by applicable EEA law, information about the logic behind and envisaged consequences of this automated decision as well as meaningful information about the logic involved and potential negative consequences thereof for the Individual;
- (h) if the Personal Data were not obtained from the Individual), including whether the Personal Data came from a public source.

**b Personal Data not obtained from the Individual**

Where Personal Data have not been obtained directly from the Individual, AkzoNobel shall provide the Individual with the information as set out in Article 6.a:

- (i) within a reasonable period after obtaining the Personal Data, but at the latest within one month, having regard to specific circumstances of the Personal Data Processed;
- (ii) if Personal Data is used for communication with Individual, at the latest at the time of the first communication with the Individual;
- (iii) if a disclosure to another recipient is envisaged, at the latest when the Personal Data are first disclosed.

**c Exceptions**

The requirements of Articles 6.a and 6.b may be set aside if:

- (i) it would be impossible or would involve a disproportionate effort to provide the information to Individuals, in which case AkzoNobel will take additional measures to mitigate potential negative consequences for the Individual, such as those listed in Article 3.a;
- (ii) the Individual already has the information set out in Article 6.a;
- (iii) obtaining the Personal Data is expressly laid down in applicable EEA law; or
- (iv) the Personal Data must remain confidential subject to an obligation of professional secrecy regulated by applicable local law, including a statutory obligation of secrecy.

## **7 Rights of Individuals**

**a Right of Access**

Every Individual has the right to request confirmation whether or not his or her Personal Data are Processed, request a copy thereof, as well as request access to the information listed in Article 6.a.

**b Right to Rectification, Deletion, and Restriction**

If the Personal Data are incorrect, incomplete, or not Processed in compliance with EEA Data Protection Law or these Rules, the Individual has the right to have his or her Personal Data.

(i)rectified or completed, if such Personal Data are incomplete or incorrect;

(ii)deleted, if such personal data are not Processed in compliance with EEA Data Protection Law or these Rules In case the Personal Data have been made public by AkzoNobel, and the Individual is entitled to deletion of the Personal Data, in addition to deleting the relevant Personal Data, AkzoNobel shall taking account of available technology and the cost of implementation, take reasonable steps to inform Third Parties that are Processing the relevant Personal Data or linking to the relevant Personal Data, that the Individual has requested the deletion of the Personal Data or;

(iii)restricted from other Processing than storage, pending verification in case the accuracy of such Personal Data is contested or if the individual objects to such Processing under Article 7.c.(i), or where the Processing is unlawful or no longer needed, but the Individual prefers restriction to erasure of the Personal Data. AkzoNobel will only Process the restricted Personal Data with the Individual's consent or as permitted by EEA Data Protection Law. AkzoNobel will inform the Individual before the restriction is lifted.

AkzoNobel shall communicate any rectification, deletion or restriction in accordance with the rights sub (i)-(iii) above, to any Third Party to whom the relevant Personal Data has been disclosed, unless this proves impossible or involves disproportionate effort. AkzoNobel will inform the Individual about those recipients upon request.

**c Right to Object**

The Individual has the right to object to:

- (i) the Processing of his or her Personal Data on grounds related to his or her particular situation, unless AkzoNobel can demonstrate a prevailing compelling legitimate interest for the Processing; and
- (ii) receiving marketing communications.

**d Restrictions to Rights of Individuals**

The rights of Individuals set out in Articles 7.a - 7.c are subject to any applicable exceptions provided under EEA Data Protection Law. Applying exceptions requires the prior consultation of the Corporate Privacy Officer. Depending on the relevant right of the Individual, exceptions may be available in cases where:

- (i) the Processing is required or allowed for the performance of a task carried out to comply with a legal obligation of AkzoNobel;
- (ii) the Processing is required by or allowed for a task carried out in the public interest, including in the area of public health and for archiving, scientific or historical research or statistical purposes;
- (iii) the Processing is necessary for exercising the right of freedom of expression and information;
- (iv) for dispute resolution purposes;
- (v) the exercise of the rights by the Individual adversely affects the rights and freedoms of AkzoNobel or others; or
- (vi) in case a specific restriction of the rights of Individuals applies under EEA Data Protection Law.



The right of access as set out in Article 7.a can only be restricted by the two last circumstances mentioned above.

**e Procedure**

Individuals may send their request to the contact person or contact point indicated in the relevant privacy policy or notice. Individuals may also send their request to the office of the Corporate Privacy Officer via email to [compliance@akzonobel.com](mailto:compliance@akzonobel.com)

If no contact person or contact point is indicated, the Individual may send his or her request through the general contact section of the AkzoNobel website.

Prior to fulfilling the request of the Individual, AkzoNobel may require the Individual to:

- (i) specify the type of Personal Data to which he or she is seeking access;
- (ii) specify, to the extent reasonably possible, the data system in which the Data are likely to be stored;
- (iii) specify the circumstances in which AkzoNobel obtained the Personal Data;
- (iv) provide proof of his or her identity when AkzoNobel has reasonable doubts concerning such identity, or to provide additional information enabling his or her identification;
- (v) pay a fee to compensate AkzoNobel for the reasonable costs relating to fulfilling the request of the Individual provided AkzoNobel can reasonably demonstrate that the request is manifestly unfounded or excessive, e.g., because of its repetitive character; and
- (vi) in the case of a request for rectification, deletion, or restriction, specify the reasons why the Personal Data are incorrect, incomplete or not Processed in accordance with applicable EEA law or the Rules.

**f Response period**

Within one calendar month of AkzoNobel receiving the request and any information necessary under Article 7.e, the relevant contact person or Corporate Privacy Officer shall inform the Individual in writing either (i) of AkzoNobel's position with regard to the request and any action AkzoNobel has taken or will take in response or (ii) the ultimate date on which he or she will be informed of AkzoNobel's position, which shall be no later than two calendar months thereafter. AkzoNobel shall explain the reasons of this delay.

**g Complaint**

An Individual may file a complaint in accordance with Article 17.c and/or file a complaint or claim with the authorities or the courts in accordance with Article 18 if:

- (i) the response to the request is unsatisfactory to the Individual (e.g. the request is denied);
- (ii) the Individual has not received a response as required by Article 7.f; or
- (iii) the time period provided to the Individual in accordance with Article 7.f is, in light of the relevant circumstances, unreasonably long and the Individual has objected but has not been provided with a shorter, more reasonable time period in which he or she will receive a response.

**h Denial of requests**

AkzoNobel may deny an Individual's request if:

- (i) the request does not meet the requirements of Articles 7.a- 7.c or meets the requirements of Article 7.d;
- (ii) the request is not sufficiently specific; (and the Individual was given the opportunity to specify his/her request);

- (iii) the identity of the relevant Individual cannot be established by reasonable means including additional information provided by the Individual; or
- (iv) AkzoNobel can reasonably demonstrate that the request is manifestly unfounded or excessive, e.g., because of its repetitive character. A time interval between requests of six months or less shall generally be deemed to be an unreasonable time interval;
- (v) the Processing is required by or allowed for the performance of a task carried out to comply with a legal obligation of AkzoNobel;
- (vi) the Processing is required by or allowed for a task carried out in the public interest, including in the area of public health and for archiving, scientific or historical research or statistical purposes;
- (vii) the Processing is necessary for exercising the right of freedom of expression and information;
- (viii) for dispute resolution purposes;
- (ix) in so far as the request violates the rights and freedoms of AkzoNobel or others; or
- (x) In case a specific restriction of the rights of Individuals applies under applicable EEA law.

**i No Requirement to Process Identifying Information**

AkzoNobel is not obliged to Process additional information in order to be able to identify the Individual for the sole purpose of facilitating the rights of the Individual under this Article 7.

## **8 Security and Confidentiality Requirements**

**a Data security**

Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing, as well as the risk of varying likelihood and severity for the rights and freedoms of Individuals, AkzoNobel shall take appropriate technical, physical and organizational measures to protect Personal Data from misuse or accidental, unlawful, or unauthorized destruction, loss, alteration, disclosure, acquisition or access. To achieve this, AkzoNobel has developed and implemented the AkzoNobel information security policies and other sub-policies and guidelines relating to the protection of Personal Data.

**b Staff access and Confidentiality**

AkzoNobel shall provide AkzoNobel Staff access to Personal Data only to the extent necessary to serve the applicable Processing Purpose and to perform their job. As instructed by AkzoNobel Staff who access Personal Data will meet their confidentiality obligations.

**c Personal Data Breach Notification**

AkzoNobel shall document any Personal Data Breach, comprising the facts relating to the Personal Data Breach, its effects and the remedial actions taken, which documentation will be made available to the Lead SA and a SA competent to audit under Article 16.b upon request. Group Companies shall inform AkzoNobel Nederland of a Personal Data Breach without delay.

AkzoNobel shall notify the Lead SA and a SA competent to audit under Article 16.b of a Personal Data Breach without undue delay, and where feasible within 72 hours after becoming aware of it, unless the Personal Data Breach is unlikely to result in a risk to the rights and freedoms of Individuals.

In addition, if a Personal Data Breach is likely to result in a high risk to the rights and freedoms of Individuals, AkzoNobel will notify the Individuals of a Personal Data Breach without undue delay, following its determination that a Personal Data Breach has occurred.

Notifications may be delayed as instructed by law enforcement where it determines that notification would impede a (criminal) investigation or cause damage to national security AkzoNobel shall respond promptly to inquiries of Individuals relating to such Personal Data Breach.

## 9 Direct Marketing

### a **Consent for direct marketing (opt-in)**

If applicable EEA Data Protection law so requires, AkzoNobel shall send direct marketing communications to an Individual (e.g. contacting the Individual by email, fax, phone, SMS or otherwise, with a view of solicitation for commercial purposes) only with the Individual's prior consent ("opt-in"). If applicable EEA Data Protection law does not require prior opt-in consent of the Individual, AkzoNobel shall in any event offer the Individual the opportunity to opt-out of such direct marketing communications.

### b **Objection to direct marketing**

If an Individual objects to receiving marketing communications from AkzoNobel or withdraws his or her consent to receive such materials, AkzoNobel will take steps to refrain from sending further marketing materials as specifically requested by the Individual and from Processing that Individual's Data for direct marketing purposes, including profiling related to this direct marketing.

### c **Personal Data of Children**

AkzoNobel shall not use any Personal Data of Children for direct marketing or for offering online services directly to Children without the prior consent of their parent or custodian. AkzoNobel shall make reasonable efforts to verify in such cases that consent is given or authorized by the parent or custodian.

## 10 Automated Decision Making

### a **Automated decisions**

Individuals have the right not to be subject to a decision based solely on automated decision-making, including profiling, which produces legal (or similar significant) effects on him or her. This restriction will not apply if;

- (i) the use of automated tools is authorized by EEA law;
- (ii) the decision is necessary for purposes of (a) entering into or performing a contract or (b) managing the contract, provided the underlying request leading to a decision by AkzoNobel was made by the Individual (e.g., where automated tools are used to filter promotional game submissions); or
- (iii) the decision is made based on the explicit consent of the Individual.

Items (i) and (iii) only apply if suitable measures are taken to safeguard the legitimate interests of the Individual, e.g. the Individual has been provided with an opportunity to express his or her point of view.

- (iv) the Individual has given his or her explicit consent.

The requirements set out in Articles 2.b and 2.c apply to the requesting, denial or withdrawal of Individual consent.

b

**Special Categories of Data**

AkzoNobel will only Process Special Categories of Data for automated decision-making purposes in the case referred to in Article 10.a(iii) or Article 4.a(iv) and AkzoNobel has taken suitable measures set out in Article 10.c

c

**Suitable Measures**

In the cases referred to in Article 10.a(ii) and (iii), AkzoNobel shall take suitable measures to safeguard the legitimate interests of the Individual, including at least the right for the Individual to obtain human intervention and to express his or her point of view.

11

**Transfer of Personal Data to Third Parties and Internal Processors**

a

**Transfer to Third Parties**

This Article sets forth requirements concerning the transfer of Personal Data from AkzoNobel to a Third Party. Note that a transfer of Personal Data includes situations in which AkzoNobel discloses Personal Data to Third Parties (e.g., in the context of corporate due diligence) or where AkzoNobel provides remote access to Personal Data to a Third Party.

b

**Third Party Controllers and Third Party Processors**

There are two categories of Third Parties:

- (i) **Third Party Processors:** these are Third Parties that Process Personal Data solely on behalf of AkzoNobel and at its direction (e.g. Third Parties that Process online registrations made by Customers);
- (ii) **Third Party Controllers:** these are Third Parties that Process Personal Data and determine the purposes and means of the Processing (e.g. AkzoNobel Business Partners that provide their own goods or services directly to Customers).

c

**Transfer for applicable Processing Purposes only**

AkzoNobel shall transfer Personal Data to a Third Party to the extent necessary to serve the applicable Processing Purposes for which the Personal Data are Processed.

d

**Third Party Controller contracts**

Third Party Controllers (other than government agencies) may Process Personal Data only if they have a written contract with AkzoNobel. In the contract, AkzoNobel shall seek to contractually safeguard the data protection interests of its Individuals. All such contracts shall be drafted in consultation with the appropriate I&C Business Partner, Legal Counsel and/or Privacy Counsel. Individual Business Contact Data may be transferred to a Third Party Controller without a contract if it is reasonably expected that such Business Contact Data will be used by the Third Party Controller to contact the Individual for legitimate business purposes related to Individual's job responsibilities.

e

**Third Party Processor contracts**

Third Party Processors may Process Personal Data only if they have a written contract with AkzoNobel. The contract with a Third Party Processor (**Processor Contract**) must include the following provisions:

- (i) the Third Party Processor shall Process Personal Data only for the purposes authorized by AkzoNobel and in accordance with AkzoNobel's documented instructions including on

transfers of Personal Data to any Third Party Processor not covered by an Adequacy Decision, unless the Third Party Processor is required to do so under mandatory requirements applicable to the Third Party Processor and notified to AkzoNobel;

- (ii) the Third Party Processor shall keep the Personal Data confidential and shall impose confidentiality obligations on Staff with access to Personal Data;
- (iii) the Third Party Processor shall take appropriate technical, physical and organizational security measures to protect the Personal Data;
- (iv) the Third Party Processor shall only permit subcontractors to Process Personal Data in connection with its obligations to AkzoNobel (a) with the prior specific or generic consent of AkzoNobel and (b) based on a validly entered into written or electronic contract with the subcontractor, which imposes data protection obligations that shall be no less protective than those imposed on the Third Party Processor under the Processor Contract and provided that the Third Party Processor remains liable to AkzoNobel for the performance of the subcontractor in accordance with the terms of the Processor Contract. In case AkzoNobel gives generic consent for involvement of subcontractors, the Third Party Processors shall provide notice to AkzoNobel of any changes in its subcontractors and will provide AkzoNobel the opportunity to object to such changes based on reasonable grounds;
- (v) the Third Party Processor shall ensure that its subcontractors and affiliates Processor Contract;
- (vi) AkzoNobel may review the security measures taken by the Third Party Processor and the Third Party Processor shall submit its relevant data processing facilities to audits and inspections by AkzoNobel, a Third Party on behalf of AkzoNobel, or any relevant government authority, this may also be done by means of a statement issued by a qualified independent third party assessor certifying that the information processing facilities of the Third Party Processor used for the Processing of Personal Data comply with the requirements of the Processor Contract;
- (vii) the Third Party Processor shall promptly inform AkzoNobel of any actual or suspected security breach involving Personal Data;
- (viii) the Third Party Processor shall take adequate remedial measures as soon as possible and shall promptly provide AkzoNobel with all relevant information and assistance as requested by AkzoNobel regarding the security breach involving Personal Data;
- (ix) the Third Party Processor shall deal promptly and appropriately with (a) requests for information necessary to demonstrate compliance of the Third Party Processor with its obligations under the Processor Contract and will inform AkzoNobel if any instructions of AkzoNobel in this respect violate EEA Data Protection Law ; (b) requests and complaints of Individuals as instructed by AkzoNobel; and (c) requests for assistance of AkzoNobel as reasonably required to ensure compliance of the Processing of the Personal Data with EEA Data Protection Law; and
- (x) upon termination of the Processor Contract, the Third Party Processor shall, at the choice of AkzoNobel, return the Personal Data and copies thereof to AkzoNobel or securely delete such Personal Data, unless storing the Personal Data is required by applicable EEA law.

f

#### **Transfer of Data to Third Parties outside the EEA not covered by an Adequacy decision**

Personal Data may be transferred to a Controller or a Processor located in a country not covered by an Adequacy decision only if:

- (i) the transfer is based on a decision under EEA Data Protection Law finding that the country, region or category of recipients is deemed to provide an adequate level of protection

- (ii) in accordance with a data transfer mechanism that is recognized under applicable EEA Data Protection Law as providing an adequate level of data protection; the transfer is subject to an applicable derogation for specific situations under EEA Data Protection Law (e.g., the transfer is necessary to protect a vital interest of the individual, necessary for the establishment, exercise, or defense of a legal claim, necessary for the performance of a contract with the Individual, for managing a contract with the Individual or to take necessary steps at the request of the Individual prior to entering into a contract, e.g. for processing;
- (iii) orders or the transfer is necessary for the conclusion or performance of a contract concluded in the interest of the Individual between AkzoNobel and a Third Party (such as in case of recalls);
- (iv) the transfer is necessary for the performance of a task carried out to comply with a legal obligation to which the relevant Group Company is subject, or
- (v) the Individual has given his or her explicit consent to the transfer, in accordance with Articles 2.c above and applicable EEA law.

Items (iii) and (iv) above require the prior consultation of the Corporate Privacy Officer.

#### **g Consent for transfer**

If none of the grounds listed in Article 11.f exist or if applicable local law so requires AkzoNobel shall (also) seek consent from the Individual for the transfer to a Third Party not covered by an Adequacy Decision.

Prior to requesting consent, the Individual shall be provided with the following information:

- (i) the purpose of the transfer;
- (ii) the identity of the transferring Group Company;
- (iii) the identity or categories of Third Parties to which the Data will be transferred;
- (iv) the categories of Data that will be transferred;
- (v) the country to which the Data will be transferred; and
- (vi) the fact that the Data will be transferred to a Third Party not covered by an Adequacy Decision.

Article 2.c applies to the requesting, denial or withdrawal of consent.

#### **h Internal Processors**

Internal Processors may Process Personal Data only if they have a validly entered into written or electronic contract with the Group Company being the Controller of the relevant Personal Data, which contract must in any event include the provisions set out in Article 11.e.

#### **i Local Laws in Destination Country**

When a Group Company transfers Personal Data under these Rules to a country outside the EEA, it will assess whether it has a reason to believe that the laws and practices in the country of destination applicable to the processing of the personal data prevents it from complying with these Rules or has a substantial effect on the guarantees provided by these Rules, in accordance with Article 20.a.

## 12 Restrictions under EEA law

- a** The rights of Individuals and obligations of AkzoNobel these Rules may be subject to applicable restrictions provided under EE law. Applying such restrictions requires the prior consultation of the relevant Group Privacy Officer. Depending on the relevant obligation of AkzoNobel or right of the Individual

Processing is required or allowed to:

- (i) prevent or investigate (including cooperating with law enforcement) suspected or actual violations of law or non-compliance with the AkzoNobel Code of Conduct or other AkzoNobel policies or procedures; or
- (ii) otherwise protect or defend the rights or freedoms of AkzoNobel, its Employees or other persons.

## 13 Privacy Governance

**a** **Corporate Privacy Officer**

Akzo Nobel N.V. has appointed a Corporate Privacy Officer who is responsible for:

- (i) establishing a Privacy Council as described in Article 13.b;
- (ii) supervising compliance with these Rules;
- (iii) coordinating, communicating and consulting with the I&C Business Partner network on central data protection issues;
- (iv) providing annual privacy reports, as appropriate, to the Head of Legal on data protection risks and compliance issues as described in Article 16.b;
- (v) coordinating, in conjunction with the Privacy Counsel and I&C Business Partner network, official investigations or inquiries into the Processing of Personal Data by a government authority;
- (vi) dealing with conflicts between these Rules and applicable law as described in Article 20.b;
- (vii) approving transfers as described in Articles 20.a and 11.f;
- (viii) maintaining a fully updated list of the Group Companies and keeping track and records of updates to these Rules;
- (ix) providing advice on Data Protection Impact Assessments as described in Article 14.c;
- (x) deciding on complaints as described in Article 17; and
- (xi) devising the data management processes, systems and tools to implement the framework for data protection management as established by the Privacy Council, including:
  - (a) to maintain, update and publish these Rules and related sub-policies;
  - (b) tools to collect, maintain and update information regarding the structure and functioning of all systems that process personal data;
  - (c) data privacy training and awareness for employees to comply with their responsibilities under these Rules;

- (d) appropriate processes to monitor, audit and report compliance with these Rules and ensure that AkzoNobel Internal Audit can verify and certify such compliance in line with the yearly AkzoNobel Audit Program;
  - (e) procedures regarding data protection inquiries, concerns and complaints; and
  - (f) determine and update appropriate sanctions for violations of these Rules (e.g. disciplinary standards).
- (xii) Where appropriate, the Corporate Privacy Officer may delegate any of the above responsibilities to the I&C Business Partners or Privacy Counsel, to be carried out under the Corporate Privacy Officer's responsibility.

Were required under EEA Data Protection Law, the Group Companies will appoint a DPO for their respective Group Company or Companies. Such DPO(s) will perform his/her statutory duties under EEA Data Protection Law. The DPO(s) report(s) on privacy compliance to the Board of Directors of the relevant Group Company.

## **b Privacy Council**

AkzoNobel shall establish a Privacy Council. The Privacy Council includes the most senior representatives of the following functions, or their delegates: CPO (Chair), Director Internal Audit, Director Group Control, Director CIO Office, Global Business Services, Director, Director HR, Digital Marketing Director and Senior Legal Counsel Privacy (Secretary). The Privacy Council monitors progress on the implementation and continuous improvement of the framework for:

- (i) the development, implementation and updating of local Individual data protection policies and procedures;
- (ii) the maintaining, updating and publishing of these Rules and related sub-policies;
- (iii) the creating, maintaining and updating of information regarding the structure and functioning of all systems that process personal data (as required by Article 14);
- (iv) the development, implementation and updating of the relevant data protection training and awareness programs;
- (v) the monitoring, auditing and reporting on compliance with these Rules to the management board;
- (vi) the collecting, investigating and resolving privacy inquiries, concerns and complaints; and
- (vii) determining and updating appropriate sanctions for violations of these Rules (e.g. disciplinary standards).

## **c Regional support by I&C Business Partners, ICGC, Legal Counsels and Privacy Counsels**

Each Organizational Unit shall designate an I&C Business Partner. The I&C Business Partner acts as a local point of contact for privacy matters and assists the region with handling privacy incidents, investigations and complaints. The Corporate Privacy Officer shall act as the I&C Business Partner for Akzo Nobel N.V.

An I&C Business Partner works together with the regional Integrity & Compliance Governance Committee (ICGC), Legal Counsel(s), Privacy Counsel(s) and relevant representatives of the business and function(s) in the region to help the business and/or function(s) implement the framework for data protection management in their day-to-day activities in their respective region. This regional support structure of I&C Business



Partners, ICGC, Legal Counsels and Privacy Counsels shall perform the following tasks for their respective Organizational Unit:

- (i) implement the data management processes, systems and tools, devised by the Corporate Privacy Officer to implement the framework for data protection management established by the Privacy Council in their respective Organizational Unit;
- (ii) support and assess overall data protection management compliance within their Organizational Unit;
- (iii) regularly advise their Responsible Executive and the Corporate Privacy Officer on privacy risks and compliance issues;
- (iv) maintain (or ensure access to) an inventory of the system information about the structure and functioning of all systems that process personal data (as required by Article 14.b);
- (v) be available for requests for privacy advice as described in Article 7;
- (vi) provide information relevant to the annual privacy report of the Corporate Privacy Officer (as required in Article 16);
- (vii) assist the Corporate Privacy Officer in the event of official investigations or inquiries by government authorities;
- (viii) own and authorize all appropriate privacy sub-policies in their organizations;
- (ix) direct that stored data be deleted or destroyed, anonymized or transferred as required by Article 5.b;
- (x) decide on and notify the Corporate Privacy Officer of complaints as described in Article 17; and
- (xi) cooperate with the Corporate Privacy Officer and the other I&C Business Partner to:
  - a. ensure that the instructions, tools and training are in place to enable the Organizational Unit, to comply with these Rules;
  - b. share and provide guidance on best practices for data protection management within their Organizational Unit;
  - c. ensure that data protection requirements are taken into account whenever new technology is implemented in their Organizational Unit;
  - d. notify the Responsible Executive of the involvement of external service providers with data processing tasks for their Organizational Unit.

**d Responsible Executive**

The Responsible Executive of each Organizational Unit is accountable that effective data protection management is implemented in his or her Organizational Unit and is integrated into business practices, and that adequate resources and budget are available.

Responsible Executives are accountable for:

- (i) ensuring overall data protection management compliance within their Organizational Unit, also during and following organizational restructuring, outsourcing, mergers and acquisitions and divestures;
- (ii) implementing the data management processes, systems and tools, devised by the Corporate Privacy Officer to implement the framework for data protection management established by the Privacy Council in their respective Organizational Unit;
- (iii) ensuring that the data protection management processes and systems are maintained up to date against changing circumstances and legal and regulatory requirements;

- (iv) ensuring and monitoring ongoing compliance of third parties with the requirements of these Rules in case personal data are transferred by AkzoNobel to a third party (including entering into a written contract with such Third Parties and obtaining a sign off of such contract from the legal department);
- (v) ensuring that relevant individuals in their Organizational Unit follow the prescribed data protection training courses; and
- (vi) directing that stored data be deleted or destroyed, anonymized or transferred as required by Article 5.b.

Responsible Executives are responsible for:

- (i) consulting with the Corporate Privacy Officer in all cases where there is a conflict between applicable local law and these Rules as described in Article 20.b; and
- (ii) informing the Corporate Privacy Officer of any new legal requirement that may interfere with AkzoNobel's ability to comply with these Rules as required by Article 20.c. (after consultation with the local legal department).

**e Default I&C Business Partner**

If at any moment in time there is no I&C Business Partner designated for a relevant Organizational Unit, the Corporate Privacy Officer, shall act as I&C Business Partner for that Organizational Unit.

**f Data Protection Officer with a statutory position**

Where a Data Protection Officer holds his or her position pursuant to relevant (local) law, he or she shall carry out his or her job responsibilities to the extent they do not conflict with his or her statutory position.

## 14 Policies and Procedures

**a Policies and procedures**

AkzoNobel shall develop and implement procedures to comply with these Rules.

**b Records of Processing Activities**

AkzoNobel shall maintain records of its Processing activities, which records shall include the information required by EEA Data Protection Law. A copy of this information will be provided to the Lead SA or to a SA competent to audit under Article 16.b upon request.

**c Data Protection Impact Assessment**

AkzoNobel shall conduct a Data Protection Impact Assessment (DPIA) for Processing likely to result in a high risk to the rights and freedoms of Individuals, a DPIA indicates that the Processing would result in a high risk in the absence of measures taken by AkzoNobel, to mitigate the risk, the Lead SA will be consulted prior to such Processing.

## 15 Training

**a Staff training**

AkzoNobel shall provide training on the obligations and principles laid down in these Rules and related confidentiality obligations to Staff who have permanent or regular access to Personal Data or are involved in the collection of data or in the development of tools used to Process Personal Data.

## 16 Monitoring and Auditing Compliance

### a Audits

AkzoNobel Internal Audit shall regularly audit business processes and procedures that involve the Processing of Personal Data for compliance with these Rules, including methods of ensuring that corrective actions will take place. The audits may be carried out in the course of the regular activities of AkzoNobel Internal Audit or at the request of the Corporate Privacy Officer. The Corporate Privacy Officer may request to have an audit as specified in this Article 16.a conducted by an accredited external auditor. Applicable professional standards of independence, integrity and confidentiality shall be observed when conducting an audit. The Corporate Privacy Officer and the appropriate I&C Business Partners shall be informed of the results of the audits. Reported violations of the Rules will be reported back to the Responsible Executive. A copy of the audit results related to compliance with these Rules will be provided to the Lead SA and a SA competent to audit under Article 16.b upon request.

### b SA Audit

The Lead SA may request an audit of the facilities used by AkzoNobel for the Processing of Personal Data for compliance with these Rules. In addition, the SA of the EEA country at the origin of a data transfer under these rules will be authorized to audit the relevant data transfer for compliance with these Rules.

### c Annual Privacy Report

The Corporate Privacy Officer shall produce an annual Personal Data privacy report for the Executive Committee on compliance with these Rules, data protection risks and other relevant issues.

The I&C Business Partners, Legal Counsels, Privacy Counsels and Responsible Executives shall provide information relevant to the report to the Corporate Privacy Officer.

### d Mitigation

AkzoNobel shall, if so indicated, ensure that adequate steps are taken to address breaches of these Rules identified during the monitoring or auditing of compliance pursuant to this Article 16.

## 17 Complaints Procedure

### a Complaint to I&C Business Partner

Individuals may file a complaint in respect of any claim they have under Article 18.a or violations of their rights under applicable local law in accordance with the complaints procedure set forth in the relevant privacy policy or contract:

- (i) with the appropriate I&C Business Partner; or
- (ii) in accordance with the complaints procedure set forth in the AkzoNobel Code of Conduct.

The individuals may also file a complaint or claim with the Supervisory Authority or the court in accordance with Article 18.b. Each complaint will be assigned to the appropriate I&C Business Partner Member or Privacy Counsel;

The relevant I&C Business Partner or Privacy Counsel shall:

- (i) Promptly acknowledge receipt of the complaint

- (ii) analyze the complaint and, if needed, initiate an investigation;
- (iii) when necessary, advise the business on the appropriate measures for compliance and monitor, through completion, the steps designed to achieve compliance; and
- (iv) maintain records of all complaints received, responses given, and remedial actions taken by AkzoNobel.

The appropriate I&C Business Partner or Privacy Counsel may consult with any government authority having jurisdiction over a particular matter about the measures to be taken.

**b Reply to Individual**

AkzoNobel will use reasonable efforts to resolve complaints without undue delay, so that a response is given to the Individual within one calendar month of the date that the complaint was filed. The appropriate I&C Business Partner or Privacy Counsel shall inform the Individual in writing via the means that the Individual originally used to contact AkzoNobel (e.g., via mail or email) either (i) of AkzoNobel's position with regard to the complaint and any action AkzoNobel has taken or will take in response or (ii) when he or she will be informed of AkzoNobel's position, which date shall be no later than two calendar months thereafter. The appropriate I&C Business Partner or Privacy Counsel shall send a copy of the complaint and his or her written reply to the Corporate Privacy Officer.

**c Complaint to Corporate Privacy Officer**

An Individual may file a complaint with the Corporate Privacy Officer if:

- (i) the resolution of the complaint by the appropriate I&C Business Partner or Privacy Counsel is unsatisfactory to the Individual (e.g. the complaint is rejected);
- (ii) the Individual has not received a response as required by Article 17.b;
- (iii) the time period provided to the Individual pursuant to Article 17.b is, in light of the relevant circumstances, unreasonably long and the Individual has objected but has not been provided with a shorter, more reasonable time period in which he or she will receive a response; or
- (iv) in one of the events listed in Article 7.g.

The procedure described in Articles 17.a through 17.b shall apply to complaints filed with the Corporate Privacy Officer.

If the response of the Corporate Privacy Officer to the complaint is unsatisfactory to the Individual (e.g., the request is denied), the Individual can file a complaint or claim with the authorities or the courts in accordance with Article 18.b.

## 18 Legal Issues

**a Third Party Beneficiary Rights**

If AkzoNobel violates the Rules with respect to the Personal Data of an Individual covered by these Rules, such Individual can as a third party beneficiary enforce any claim as a result of a breach of Articles 1.f, 2 – 11, 12.e, 16.b, 17, 18 and 20.d-20.e in accordance with Article 18.b.

The rights contained in this Article are in addition to, and shall not prejudice, any other rights or remedies that an Individual may otherwise have by law.

Individuals are encouraged (but not required) to first follow the complaints procedure set forth in Article 17 of these Rules before filing any complaint or claim with the Supervisory Authority or the courts.

**b** **Jurisdiction for Claims of Individuals**

In case of a violation of these Rules the affected Individual may, at his or her choice, submit a complaint or a claim (as applicable) under Article 18.a against AkzoNobel Nederland with:

- (i) the Lead SA or the courts in the Netherlands,
- (ii) the SA in the EEA country where (a) the Individual has his or her habitual residence or place of work or (b) the infringement took place or,
- (iii) the courts in the EEA country where (a) the Individual has his or her habitual residence or place of work, or (b) the infringement took place, or (c), the Group Company being the Controller of the relevant Personal Information is established,

AkzoNobel Nederland accepts liability for a breach by a Group Company or a Third Party Processor located outside the EEA, although AkzoNobel Nederland may assert any defense that the relevant non-EEA Group Company or Third Party Processor could have asserted.

**c** **Right to Claim Damages**

In case an Individual has a claim under Article 18.b such Individual shall be entitled to compensation of damages suffered by that Individual resulting from a violation of these rules to the extent provided by the laws of the relevant EEA Country.

**d** **Burden of Proof in Respect of Claim for Damages**

To bring a claim for damages under Article 18 the Individual must demonstrate that he or she has suffered damages and to establish facts which show it is likely that the damage has occurred because of a violation of these Rules. It will be for AkzoNobel Nederland to prove that the Group Company or Third Party Processor located outside the EEA did not breach these Rules or is not liable for the relevant breach or to assert other applicable defenses.

**e** **Mutual Assistance and Redress**

All Group Companies shall co-operate and assist each other to the extent reasonably possible to handle:

- (i) a request, complaint or claim made by an Individual; or
- (ii) a lawful investigation or inquiry by a competent SA or public authority.

The Group Company that receives a request, complaint or claim from an Individual is responsible for handling any communication with the Individual regarding his or her request, complaint or claim except where circumstances dictate otherwise.

The Group Company that is responsible for the Processing to which the request, complaint or claim relates, shall bear all costs involved and reimburse AkzoNobel Nederland.

**f** **Advice of the Lead SA**

AkzoNobel shall take into account and abide by the advice of the SA's competent pursuant to Article 18.b issued on the interpretation and application of these Rules.

**g** **Mitigation**

AkzoNobel Nederland shall ensure that adequate steps are taken to address violations of these Rules by a Group Company.

**h** **Law Applicable to these Rules**

These Rules shall be governed by and interpreted in accordance with Dutch law.

## 19 Sanctions for Non-Compliance

### a Non-compliance

Non-compliance of Employees with these Rules may result in appropriate measures in accordance with applicable local law up to and including termination of employment.

## 20 Conflicts between the Rules and Applicable Local Law

### a Conflict between Rules

If a Group Company becomes aware that applicable law prevents it from complying with these Rules or has a substantial effect on the guarantees provided by these Rules the relevant Responsible Executive will promptly consult the Corporate Privacy Officer to determine how to comply with these Rules and address the conflict. The Corporate Privacy Officer shall seek the advice of the Head of Legal. The Corporate Privacy Officer may also seek the advice of the Lead SA or another competent government authority.

### b New conflicting legal requirements

The relevant Responsible Executive shall promptly inform the Corporate Privacy Officer of any new legal requirement that may interfere with AkzoNobel's ability to comply with these Rules.

### c Reporting to Lead SA

If AkzoNobel becomes aware that applicable local law of a non-EEA country is likely to have a substantial adverse effect on the protection offered by these Rules, AkzoNobel will report this to the Lead SA.

### d Requests for Disclosure of Personal Data

If Subject to the following paragraph, AkzoNobel shall inform the Lead SA if AkzoNobel becomes aware that applicable local law of a foreign country is likely to have substantial adverse effect on the protection offered by these Rules, including if AkzoNobel receives a legally binding request for disclosure of Personal Data from a law enforcement authority or state security body of a non-EEA country (Authority), it will first assess on a case-by-case basis whether this request foreign country (Disclosure Request) is legally valid and binding on AkzoNobel. Any notifications of a Disclosure Request that is not legally valid and binding on Company will be resisted in accordance with applicable law.

Subject to the following paragraph, AkzoNobel shall promptly inform the Lead SA of any legally valid and binding Disclosure Requests, and will request the Authority to put such Disclosure Requests on hold shall include information about the data requested, the requesting body and the legal basis for a reasonable delay in order to enable the Lead SA to issue an opinion on the validity of the relevant disclosure.

If suspension and/or notification of a Disclosure Request is prohibited, such as in case of a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation, AkzoNobel will request the Authority to waive this prohibition and will document that it has made this request. In any event, AkzoNobel will on an annual basis provide to the Lead SA general information on the number and type of Disclosure Requests it received in the preceding 12 month period, to the fullest extent permitted by applicable law.

In any event, any transfers by AkzoNobel of Personal Data to any Authority in response to a Disclosure Request will not be massive, disproportionate or indiscriminate. in a manner that would go beyond what is necessary in a democratic society.

## 21 Changes to the Rules

### a **Approval for Changes**

Any changes to these Rules require the prior approval of the Head Legal and shall thereafter be communicated to the Group Companies.

The Corporate Privacy Officer keeps track of and records updates to these Rules and will notify any changes, including any updates to the list of Group Companies to the Lead SA on a yearly basis, including a brief explanation of the reasons justifying the update. Where a change affects the protection offered by these Rules or significantly affects these Rules themselves (e.g., changes to the binding character), the Corporate Privacy Officer will promptly communicate these changes to the Lead SA.

### b **Effective Date of Changes**

Any material change shall enter into force with immediate effect after it has been approved in accordance with article 21.a and is published on the AkzoNobel website.

### c **Prior Versions**

Any request, complaint or claim of an Individual involving these Rules shall be judged against the version of the Rules as it is in force at the time the request, complaint or claim is made.

## 22 Transition Periods

### a **Transition period for new Group Companies**

Any entity that becomes a Group Company after the Effective Date shall comply with the Rules within two years of becoming a Group Company. During this transition period, no Personal Data will be transferred under these Rules until (a) the relevant Group Company has achieved compliance with these Rules or (b) an alternative data transfer mechanism has been implemented, such as standard contractual clauses.

### b **Transition Period for Divested Entities**

A Divested Entity may remain covered by these Rules after its divestment for such period as may be required by AkzoNobel to disentangle the Processing of Personal Data relating to such Divested Entity. The Divested Entity shall abide by these Rules for as long as it Processes Personal Data under these Rules.

## 23 Interpretations

### a **Interpretation of these Rules**

These Rules should be interpreted as follows.

- (i) unless the context requires otherwise, 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;
- (ii) headings are included for convenience only and are not to be used in construing any provision of these Rules;
- (iii) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;

- (iv) the male form shall include the female form;
- (v) 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
- (vi) a reference to a document (including, without limitation, a reference to these Rules) is to the document as amended, varied, supplemented or replaced, except to the extent prohibited by these Rules or that other document.

## Contact details

Akzo Nobel Nederland B.V.  
c/o Corporate Privacy Officer  
Christian Neefestraat 2  
1077 WW AMSTERDAM



## ANNEX 1 - Definitions

### **Adequacy Decision**

shall mean a decision issued under EEA Data Protection Law that a country or region or a category of recipients in such country or region is deemed to provide an "adequate" level of data protection.

### **AkzoNobel N.V.**

shall mean Akzo Nobel N.V., having its registered seat in Amsterdam, The Netherlands.

### **AkzoNobel**

shall mean Akzo Nobel N.V. and its Group Companies.

### **Archive**

shall mean a collection of Personal Data that are no longer necessary to achieve the purposes for which the Data originally were collected or that are no longer used for general business activities, but are used only for historical, scientific or statistical purposes, dispute resolution, investigations or general archiving purposes. An archive includes any data set that can no longer be accessed by any Employee other than the system administrator.

### **Article**

shall mean an article in these Rules.

### **Business Contact Data**

shall mean any data typically found on a business card and used by the Individual in his or her contact with AkzoNobel.

### **Business Partner**

shall mean any Third Party, other than a Customer or Supplier, that has or had a business relationship or strategic alliance with AkzoNobel (e.g. joint marketing partner, joint venture or joint development partner).

### **Business Purpose**

shall mean a purpose for Processing Personal Data as specified in Article 2 or 3 or for Processing Special Categories of Personal Data as specified in Article 4 or 3.

### **Children**

shall mean Individuals under the age of sixteen (16) years.

### **Controller**

shall mean the entity or natural person which alone or jointly with others determines the purposes and means of the Processing of Personal Data.

### **Corporate Privacy Officer**

shall mean the officer as referred to in Article 13.a.

### **Customer**

shall mean any Third Party that purchases, may purchase or has purchased an AkzoNobel product or service.

**Data Protection Impact Assessment (DPIA)**

shall mean a procedure to conduct and document a prior assessment of the impact which a given Processing may have on the protection of Personal Data, where such Processing is likely to result in a high risk for the rights and freedoms of Individuals, in particular where new technologies are used.

A DPIA shall contain:

- (i) a description of:
  - (a) the scope and context of the Processing;
  - (b) the Business Purposes for which Personal Data are Processed;
  - (c) the specific purposes for which Special Categories of Personal Data are Processed;
  - (d) categories of Personal Data recipients, including recipients not covered by an Adequacy Decision;
  - (e) Personal Data storage periods;
- (ii) an assessment of:
  - (a) the necessity and proportionality of the Processing;
  - (b) the risks to the privacy rights of Individuals; and
  - (c) the measures to mitigate these risks, including safeguards, security measures and other mechanisms (such as privacy-by-design) to ensure the protection of Personal Data.

**Divested Entity**

shall mean the divestment by AkzoNobel of a Group Company or business by means of:

- (i) a sale of shares as a result whereof the Group Company so divested no longer qualifies as a Group Company and/or
- (ii) a demerger, sale of assets, or any other manner or form.

**EEA or European Economic Area**

shall mean all Member States of the European Union, plus Norway, Iceland and Liechtenstein.

**EEA Data Protection Law**

shall mean the provisions of mandatory law of an EEA Country containing rules for the protection of Individuals with regard to the Processing of Personal Information including security requirements for and the free movement of such Personal Information.

**Effective Date**

shall mean the date on which these Rules become effective as set forth in Article 1.f.

**Employee**

shall mean an employee, job applicant or former employee of AkzoNobel. This term does not include people working at AkzoNobel as consultants or employees of Third Parties providing services to AkzoNobel.

**Employee Data**

shall mean any information relating to an identified or identifiable Employee.

**Executive Committee**

shall mean the Executive Committee of Akzo Nobel N.V.

### **Group Company**

shall mean Akzo Nobel N.V. and any company or legal entity of which Akzo Nobel N.V., directly or indirectly owns more than 50% of the issued share capital, has 50% or more of the voting power at general meetings of shareholders, has the power to appoint a majority of the directors, or otherwise directs the activities of such other legal entity; however, any such company or legal entity shall be deemed a Group Company only (i) as long as a liaison and/or relationship exists, and (ii) as long as it has implemented the AkzoNobel Code of Conduct.

### **Head of Legal**

shall mean the General Counsel of Akzo Nobel N.V..

### **I&C Business Partner**

shall mean the I&C Business Partner appointed by the Corporate Privacy Officer pursuant to Article 13.c.

### **Individual**

shall mean any individual (employee of or any person working for) Customer, Supplier or Business Partner and any other individual whose Personal Data AkzoNobel processes in the context of the provision of its services.

### **Internal Processor**

shall mean any Group Company that Processes Personal Data on behalf of another Group Company being the Controller.

### **Lead SA**

shall mean the SA of the Netherlands.

### **Organizational Unit**

shall mean a unit that is delivering services, responsible for business' or regional or functional tasks within AkzoNobel.

### **Original Purpose**

shall mean the purpose for which Individual Data was originally collected.

### **Overriding Interest**

shall mean the pressing interests set forth in Article 12.a based on which the obligations of AkzoNobel or rights of Individuals may, under specific circumstances, be overridden if this pressing interest outweighs the interest of the Individual.

### **Personal Data Breach**

shall mean the unauthorized acquisition, access, use, unavailability or disclosure of unencrypted Personal Data that compromises the security or privacy of such data to the extent the compromise poses a significant risk of financial, reputational, or other harm to the Individual. A Personal Data Breach is deemed not to have occurred where there has been an unintentional acquisition, access or use of unencrypted Personal Data by an Employee of AkzoNobel or Third party Processor or an individual acting under their respective authority, if

- (i) the acquisition, access, or use of Personal Data was made in good faith and within the course and scope of the employment or professional relationship of such Employee or other individual; and
- (ii) the Personal Data are not further acquired, accessed, used or disclosed by any person.

**Personal Data or Data**

shall mean any information relating to an identified or identifiable Individual; an identifiable Individual is one who can be identified, directly, or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

**Privacy Council**

shall mean the Council as referred to in Article 13.b.

**Privacy Counsel**

shall mean the Legal Counsel Privacy appointed by the Corporate Privacy Officer.

**Processing**

shall mean any operation that is performed on Personal Data, whether or not by automatic means, such as collection, recording, storage, organization, alteration, use, disclosure (including the granting of remote access), transmission or deletion of Personal Data.

**Processor Contract**

shall mean any contract for the Processing of Personal Data entered into by AkzoNobel and a Third Party Processor.

**Responsible Executive**

shall mean the executive of each Organizational Unit who is accountable that effective data protection management is implemented in his or her Organizational Unit, is integrated into business practice, and that adequate resources and budget are available, as referred to in article 13.d.

**Rules**

shall mean these Privacy Rules for Customer, Supplier and Business Partner Data.

**SA or Supervisory Authority**

shall mean any supervisory authority of one of the countries of the EEA.

**Secondary Purpose**

shall mean any purpose other than the Original Purpose for which Individual Personal Data is further Processed.

**Special Categories of Personal Data**

shall mean Personal Data that reveal an Individual's racial or ethnic origin, political opinions or membership in political parties or similar organizations, religious or philosophical beliefs, membership in a professional or trade organization or union, physical or mental health including any opinion thereof, disabilities, genetic data, biometric data for the purpose of uniquely identifying a natural person, addictions, sex life, sexual orientation, criminal offenses, criminal records, proceedings with regard to criminal or unlawful behavior, or social security numbers issued by the government.

**Staff**

shall mean all Employees and other persons who Process Individual Personal Data as part of their respective duties or responsibilities using AkzoNobel information technology systems or working primarily from AkzoNobel's premises.

**Supplier**

shall mean any Third Party that provides goods or services to AkzoNobel (e.g. an agent, consultant or vendor).

**Third Party**

shall mean any person, private organization or government body outside AkzoNobel.

**Third Party Controller**

shall mean a Third Party that Processes Personal Data and determines the purposes and means of the Processing.

**Third Party Processor**

shall mean a Third Party that Processes Personal Data on behalf of AkzoNobel that is not under the direct authority of AkzoNobel.