

## Rules

7.08.2 Privacy Rules for Customer, Supplier and Business Partner Data			
Source Directive		Directive 7.08 Protection of Personal Data	
Content Owner		AkzoNobel Legal Group (ALG)	
Signed off by	Date	Executive Committee	April 16, 2018
Effective Date		April 16, 2018	
Purpose			
<p>AkzoNobel has committed itself to the protection of personal data of AkzoNobel Customers, Suppliers and Business Partners in Directive 7.08 Protection of Personal Data and the AkzoNobel Code of Conduct. These Privacy Rules indicate how this principle shall be implemented. For the rules applicable to Employee Data, refer to the <i>Privacy Rules for Employee Data</i>.</p>			
Scope and definitions			
<p>These Rules address the Processing of Personal Data of Customers, Suppliers and Business Partners by AkzoNobel or a Third Party on behalf of AkzoNobel.</p>			
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## Rules

### Article 1 – Scope, Applicability and Implementation

<b>Scope</b>	1.1	These Rules address the Processing of Personal Data of Customers, Suppliers and Business Partners by AkzoNobel or a Third Party on behalf of AkzoNobel.
<b>Electronic and Paper-based Processing</b>	1.2	These Rules apply to the Processing of Personal Data by electronic means and in systematically accessible paper-based filing systems.
<b>Applicability of local law and Rules</b>	1.3	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.
<b>Sub-policies and notices</b>	1.4	AkzoNobel may supplement these Rules through sub-policies or notices that are consistent with these Rules.
<b>Accountability</b>	1.5	These Rules are binding on AkzoNobel. The Responsible Executive shall be accountable for his or her business organization's compliance with these Rules. Staff must comply with these Rules
<b>Effective Date</b>	1.6	These Rules have been adopted by the Executive Committee of Akzo Nobel N.V. and shall enter into force as of August 25, 2014 ( <b>Effective Date</b> ) and shall be published on the AkzoNobel website and be made available to Individuals upon request.

<b>Rules supersede prior policies</b>	1.7	These Rules supersede all AkzoNobel privacy policies and notices that exist on the Effective Date to the extent they address the same issues.
<b>Implementation</b>	1.8	These Rules shall be implemented in the AkzoNobel organization based on the timeframes specified in Article 22.
<b>Role of AkzoNobel Nederland</b>	1.9	AkzoNobel N.V. has tasked Akzo Nobel Nederland with the coordination and implementation of these Rules.

#### **Article 2 – Purposes for Processing Personal Data**

<b>Legitimate Business Purposes</b>	2.1	<p>Personal Data shall be collected, used or otherwise Processed for one (or more) of the following purposes (<b>Business Purposes</b>):</p> <ul style="list-style-type: none"> <li>(i) <b>Development and improvement of products and/or services.</b> This purpose includes Processing that is necessary for the development and improvement of AkzoNobel products and/or services, research and development;</li> <li>(ii) <b>Conclusion and execution of agreements with Customers, Suppliers and Business Partners.</b> 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;</li> <li>(iii) <b>Relationship management and marketing.</b> 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;</li> <li>(iv) <b>Business process execution, internal management and management reporting.</b> 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;</li> <li>(v) <b>Health, safety and security.</b> 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;</li> <li>(vi) <b>Compliance with legal obligations.</b> This purpose addresses the Processing of Personal Data necessary for compliance with a legal obligation to which AkzoNobel is subject; or</li> </ul>
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		<p>(vii) <b>Protection of the vital interests of Individuals.</b> This is where Processing is necessary to protect the vital interests of an Individual.</p> <p>Where there is a question whether a Processing of Personal Data can be based on a Business Purpose listed above, it is necessary to seek the advice of the appropriate Privacy Manager before the Processing takes place.</p>
<b>Consent</b>	2.2	<p>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.</p> <p>When seeking consent, AkzoNobel must inform the Individual:</p> <ul style="list-style-type: none"> <li>(i) of the purposes of the Processing for which consent is required;</li> <li>(ii) which Group Company is responsible for the Processing;</li> <li>(iii) of the right to withdraw his or her consent at any time;</li> <li>(iv) that withdrawal of consent does not affect the lawfulness of the relevant Processing before such withdrawal.</li> </ul> <p>Where Processing is undertaken at the request of an Individual (e.g. he or she subscribes to a service or seeks a benefit), he or she is deemed to have provided consent to the Processing.</p>
<b>Denial or withdrawal of consent</b>	2.3	<p>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 for Business Purposes not based on consent after withdrawal.</p>
<b>Article 3 – Use for Other Purposes</b>		
<b>Use of Data for Secondary Purposes</b>	3.1	<p>Generally, Personal Data shall be used only for the Business Purposes for which they were originally collected (<b>Original Purpose</b>). Personal Data may be Processed for a legitimate Business Purpose of AkzoNobel different from the Original Purpose (<b>Secondary Purpose</b>) only if the Original Purpose and Secondary Purpose are closely related. Depending on the sensitivity of the relevant Personal Data and whether use of the Data for the Secondary Purpose has potential negative consequences for the Individual, the secondary use may require additional measures such as:</p> <ul style="list-style-type: none"> <li>(i) limiting access to the Data;</li> <li>(ii) imposing additional confidentiality requirements;</li> <li>(iii) taking additional security measures;</li> <li>(iv) informing the Individual about the Secondary Purpose;</li> <li>(v) providing an opt-out opportunity; or</li> <li>(vi) obtaining Individual consent in accordance with Article 2.2 or Article 4.3 (if applicable).</li> </ul>

<p><b>Generally permitted uses of Data for Secondary Purposes</b></p>	<p>3.2</p>	<p>It is generally permissible to use Personal Data for the following Secondary Purposes provided appropriate additional measures are taken in accordance with Article 3.1:</p> <ul style="list-style-type: none"> <li>(i) transfer of the Data to an Archive;</li> <li>(ii) internal audits or investigations;</li> <li>(iii) implementation of business controls and operational efficiency;</li> <li>(iv) statistical, historical or scientific research;</li> <li>(v) preparing for or engaging in dispute resolution;</li> <li>(vi) legal advice or business consulting; or</li> <li>(vii) insurance purposes.</li> </ul>
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#### **Article 4 – Purposes for Processing Sensitive Data**

<p><b>Specific purposes for Processing Sensitive Data</b></p>	<p>4.1</p>	<p>This Article sets forth specific rules for Processing Sensitive Data. AkzoNobel shall Process Sensitive Data only to the extent necessary to serve the applicable Business Purpose.</p> <p>The following categories of Sensitive Data may be collected, used or otherwise Processed only for one (or more) of the purposes specified below:</p> <ul style="list-style-type: none"> <li>(i) <b>Racial or ethnic data:</b> 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 and Employee assets, site access and security reasons, and the authentication of Customer, Supplier or Business Partner status and access rights;</li> <li>(ii) <b>Criminal data</b> (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.</li> </ul>
<p><b>General Purposes for Processing of Sensitive Data</b></p>	<p>4.2</p>	<p>In addition to the specific purposes listed in Article 4.1 above, all categories of Sensitive Data may be Processed under (one or more of) the following circumstances:</p> <ul style="list-style-type: none"> <li>(i) as required or allowed for the performance of a task carried out to comply with a legal obligation to which AkzoNobel is subject;</li> <li>(ii) for dispute resolution and/or fraud prevention;</li> <li>(iii) to protect a vital interest of an Individual, but only where it is impossible to obtain the Individual's consent first;</li> <li>(iv) to the extent necessary to comply with an obligation of public international law (e.g., a treaty); or</li> </ul>

		(v) if the Sensitive Information has been posted or otherwise shared at the Individual's own initiative on AkzoNobel social media or has manifestly been made public by the Individual.
<b>Consent, and Denial or withdrawal thereof</b>	4.3	<p>In addition to the specific purposes listed in Article 4.1 and the general purposes listed in Article 4.2, all categories of Sensitive Data may be Processed if the Individual has given his or her explicit consent to the Processing thereof.</p> <p>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 4.1 and 4.2 exists for the Processing, also seek consent of the Individual for the Processing.</p> <p>The requirements set out in Article 2.2 and Article 2.3 apply to the requesting, denial or withdrawal of consent.</p>
<b>Prior Authorization of Privacy Manager</b>	4.4	Where Sensitive Data are Processed based on a requirement of law other than the local law applicable to the Processing, the Processing requires the prior authorization of the appropriate Privacy Manager.
<b>Use of Sensitive Data for Secondary Purposes</b>	4.5	Sensitive Data of Individuals may be Processed for Secondary Purposes in accordance with Article 3.
<b>Article 5 – Quantity and Quality of Data</b>		
<b>No Excessive Data</b>	5.1	AkzoNobel shall restrict the Processing of Personal Data to Data that are reasonably adequate for and relevant to the applicable Business Purpose. AkzoNobel shall take reasonable steps to delete or otherwise destroy (e.g., by scrambling) Personal Data that are not required for the applicable Business Purpose.
<b>Storage Period</b>	5.2	<p>AkzoNobel generally shall retain Personal Data only for the period required to serve the applicable Business Purpose, to the extent reasonably necessary to comply with an applicable legal requirement or as advisable in light of an applicable statute of limitations. AkzoNobel may specify (e.g., in a sub-policy, notice or records retention schedule) a time period for which certain categories of Personal Data may be kept.</p> <p>Promptly after the applicable storage period has ended, the relevant Privacy Manager shall direct that the Data be:</p> <ul style="list-style-type: none"> <li>(i) securely deleted or destroyed;</li> <li>(ii) anonymized; or</li> <li>(iii) transferred to an Archive (unless this is prohibited by law or an applicable records retention schedule).</li> </ul>

<b>Quality of Data</b>	5.3	Personal Data should be accurate, complete and kept up-to-date to the extent reasonably necessary for the applicable Business Purpose.
<b>'Privacy by Design'</b>	5.4	AkzoNobel shall take commercially reasonable technical and organizational steps to ensure that the requirements of this Article 5 are implemented into the design of new systems and processes that Process Personal Data.
<b>Accurate, complete and up-to-date Data</b>	5.5	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.
<b>Article 6 – Individual Information Requirements</b>		
<b>Information requirements</b>	6.1	<p>AkzoNobel shall inform Individuals through a privacy policy or notice of the following information:</p> <ul style="list-style-type: none"> <li>(i) the Business Purposes (including Secondary Purposes) for which their Data are Processed;</li> <li>(ii) which Group Company is responsible for the Processing and the contact information of the responsible Privacy Manager;</li> <li>(iii) the categories of Third Parties to which the Data are disclosed (if any); if the Third Party is located in a country outside the EEA, 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 11.6 (ii), (iv) or (v) as well the means to get a copy thereof or access thereto; and</li> <li>(iv) other relevant information, e.g.: <ul style="list-style-type: none"> <li>(a) the nature and categories of the Personal Data Processed;</li> <li>(b) the period for which the Personal Data will be stored or (if not possible) the criteria used to determine this period;</li> <li>(c) an overview of the rights of Individuals under these Rules, how these can be exercised, including the right to obtain compensation;</li> <li>(d) the existence of automated decision making referred to in Article 10 as well as meaningful information about the logic involved and potential negative consequences thereof for the Individual;</li> <li>(e) the source of the Personal Data (where the Personal Data has not been obtained from the Individual), including whether the Personal Data came from a public source.</li> </ul> </li> </ul>
<b>Personal Data not obtained from the</b>	6.2	Where Personal Data have not been obtained directly from the Individual, AkzoNobel shall provide the Individual with the information as set out in Article 6.1:

<b>Individual</b>	<ul style="list-style-type: none"> <li>(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;</li> <li>(ii) if Personal Data is used for communication with Individual, at the latest at the time of the first communication with the Individual;</li> <li>(iii) if a disclosure to another recipient is envisaged, at the latest when the Personal Data are first disclosed.</li> </ul>
<b>Exceptions</b>	<p>6.3 The requirements of Article 6.2 may be set aside if:</p> <ul style="list-style-type: none"> <li>(i) it is 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 3.1;</li> <li>(ii) the Individual already has the required information;</li> <li>(iii) obtaining Personal Data is expressly laid down in applicable law; or</li> <li>(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.</li> </ul> <p>These exceptions to the above requirements qualify as Overriding Interests as set out in Article 12.</p>
<b>Article 7 –Rights of Individuals</b>	
<b>Right of Access</b>	<p>7.1 Every Individual has the right to request a copy of his or her Personal Data Processed by or on behalf of AkzoNobel, and further, where reasonably possible, access to the information listed in Article 6.1 or 6.2.</p>
<b>Right to Rectification, Deletion, and Restriction</b>	<p>7.2 If the Personal Data are incorrect, incomplete, or not Processed in compliance with Data Protection Law or these Rules, the Individual has the right to have his or her Personal Data rectified, deleted or the Processing thereof restricted (as appropriate). 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 take commercially 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 by such Third parties.</p>
<b>Right to Object</b>	<p>7.3 The Individual has the right to object to:</p> <ul style="list-style-type: none"> <li>(i) the Processing of his or her Personal Data on the basis of compelling grounds related to his or her particular situation, unless AkzoNobel can demonstrate a prevailing legitimate interest for the Processing; and</li> </ul>



		(ii) receiving marketing communications on the basis of Article 9 (including any profiling related thereto).
<b>Restrictions to Rights of Individuals</b>	7.4	<p>The rights of Individuals set out in Articles 7.1 - 7.3 above do not apply in one or more of the following circumstances:</p> <ul style="list-style-type: none"> <li>(i) the Processing is required or allowed for the performance of a task carried out to comply with a legal obligation of AkzoNobel;</li> <li>(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;</li> <li>(iii) the Processing is necessary for exercising the right of freedom of expression and information;</li> <li>(iv) for dispute resolution purposes;</li> <li>(v) the exercise of the rights by the Individual adversely affects the rights and freedoms of AkzoNobel or others; or</li> <li>(vi) in case a specific restriction of the rights of Individuals applies under Data Protection Law.</li> </ul>
<b>Procedure</b>	7.5	<p>Individuals should 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 <a href="mailto:compliance@akzonobel.com">compliance@akzonobel.com</a>.</p> <p>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.</p> <p>Prior to fulfilling the request of the Individual, AkzoNobel may require the Individual to:</p> <ul style="list-style-type: none"> <li>(i) specify the type of Personal Data to which he or she is seeking access;</li> <li>(ii) specify, to the extent reasonably possible, the data system in which the Data are likely to be stored;</li> <li>(iii) specify the circumstances in which AkzoNobel obtained the Personal Data;</li> <li>(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;</li> <li>(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</li> <li>(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 law or</li> </ul>

		the Rules.
<b>Response period</b>	7.6	Within one calendar month of AkzoNobel receiving the request and any information necessary under Article 7.5, the 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 and the reasons for the delay, which shall be no later than two calendar months thereafter.
<b>Complaint</b>	7.7	<p>An Individual may file a complaint in accordance with Article 17.3 and/or file a complaint or claim with the authorities or the courts in accordance with Article 18 if:</p> <ul style="list-style-type: none"> <li>(i) the response to the request is unsatisfactory to the Individual (e.g. the request is denied);</li> <li>(ii) the Individual has not received a response as required by Article 7.6; or</li> <li>(iii) the time period provided to the Individual in accordance with Article 7.6 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.</li> </ul>
<b>Denial of requests</b>	7.8	<p>AkzoNobel may deny an Individual's request if:</p> <ul style="list-style-type: none"> <li>(i) the request does not meet the requirements of Articles 7.1- 7.3 or meets the requirements of Article 7.4;</li> <li>(ii) the request is not sufficiently specific;</li> <li>(iii) the identity of the relevant Individual cannot be established by reasonable means including additional information provided by the Individual; or</li> <li>(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;</li> <li>(v) the Processing is required or allowed for the performance of a task carried out to comply with a legal obligation of AkzoNobel;</li> <li>(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;</li> <li>(vii) the Processing is necessary for exercising the right of freedom of expression and information;</li> <li>(viii) for dispute resolution purposes;</li> <li>(ix) in so far as the request violates the rights and freedoms of AkzoNobel or others; or</li> <li>(x) In case a specific restriction of the rights of Individuals applies</li> </ul>

under Data Protection Law.

<b>No Requirement to Process Identifying Information</b>	7.10	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.
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### **Article 8 – Security and Confidentiality Requirements**

<b>Data security</b>	8.1	AkzoNobel shall take appropriate commercially reasonable 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.
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<b>Staff access and Confidentiality</b>	8.2	AkzoNobel shall provide AkzoNobel Staff access to Personal Data only to the extent necessary to serve the applicable Business Purpose and to perform their job. AkzoNobel shall impose confidentiality obligations on Staff with access to Personal Data.
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<b>Personal Data Breach Notification</b>	8.3	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 DPA and a DPA competent to audit under Article 16.2 upon request. Group Companies shall inform AkzoNobel Nederland of a Personal Data Breach without delay. If Data Protection Law so requires, AkzoNobel shall notify the Individuals of an Personal Data Breach as soon as reasonably possible following its determination that an Personal Data Beach has occurred, unless otherwise prohibited such as if a law enforcement official or a supervisory authority determines that notification would impede a (criminal) investigation or cause damage to national security the trust in the relevant industry sector. In this case, notification shall be delayed as instructed by such law enforcement official or supervisory authority. AkzoNobel shall respond promptly to inquiries of Individuals relating to such Personal Data Breach.
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### **Article 9 – Direct Marketing**

<b>Consent for direct marketing (opt-in)</b>	9.1	If applicable 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 opt-in consent. If
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		applicable law does not require prior opt-in consent of the Individual, AkzoNobel shall offer the Individual the opportunity to opt-out of such direct marketing communications.
<b>Objection to direct marketing</b>	9.2	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. AkzoNobel will do so within the time period required by applicable law.
<b>Personal Data of Children</b>	9.3	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.

#### **Article 10 – Automated Decision Making**

<b>Automated decisions</b>	10.1	<p>Automated tools may be used to make decisions about Individuals but decisions with a significant negative outcome for the Individual may not be based solely on the results provided by the automated tool. This restriction does not apply if:</p> <ul style="list-style-type: none"> <li>(i) the use of automated tools is necessary for the performance of a task carried out to comply with a legal obligation to which AkzoNobel is subject;</li> <li>(ii) the decision is made by AkzoNobel 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</li> <li>(iii) the decision is made based on the explicit consent of the Individual.</li> </ul> <p>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.</p> <p>The requirements set out in Articles 2.2 and 2.3 apply to the requesting, denial or withdrawal of Individual consent.</p>
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#### **Article 11 – Transfer of Personal Data to Third Parties and Internal Processors**

<b>Transfer to Third Parties</b>	11.1	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
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		Party.
<b>Third Party Controllers and Third Party Processors</b>	11.2	<p>There are two categories of Third Parties:</p> <p>(i) <b>Third Party Processors:</b> 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);</p> <p>(ii) <b>Third Party Controllers:</b> 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).</p>
<b>Transfer for applicable Business Purposes only</b>	11.3	AkzoNobel shall transfer Personal Data to a Third Party to the extent necessary to serve the applicable Business Purpose (including Secondary Purposes as per Article 3 or purposes for which the Individual has provided consent in accordance with Article 2).
<b>Third Party Controller contracts</b>	11.4	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 Privacy Manager 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.
<b>Third Party Processor contracts</b>	11.5	<p>Third Party Processors may Process Personal Data only if they have a written contract with AkzoNobel. The contract with a Third Party Processor (<b>Processor Contract</b>) must include the following provisions:</p> <p>(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;</p> <p>(ii) the Processor shall keep the Personal Data confidential and shall impose confidentiality obligations on Staff with access to Personal Data;</p> <p>(iii) the Processor shall take appropriate technical, physical and organizational security measures to protect the Personal Data;</p> <p>(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 similar privacy protection-related Processing terms as those imposed on</p>

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 provides 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) AkzoNobel has the right to 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;
- (vi) the Third Party Processor shall promptly inform AkzoNobel of any actual or suspected security breach involving Personal Data;
- (vii) 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 applicable 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 applicable law; and
- (viii) Upon termination of the Processor Contract, the Third Party Processor shall, at the option of AkzoNobel, return the Personal Data and copies thereof to AkzoNobel or shall securely delete such Personal Data, except to the extent the Processor Contract or applicable law provides otherwise.

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

11.6

This Article sets forth additional rules for Personal Data that is (a) collected originally in connection with activities of a Group Company that is located in the EEA or covered by an Adequacy Decision; and (b) transferred to a Third Party that is located outside the EEA and not covered by an Adequacy Decision.

Personal Data may be transferred to a Third Party located in a country not covered by an Adequacy decision only if:

- (i) the transfer is 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 orders;
- (ii) a contract has been concluded between AkzoNobel and the relevant Third Party that (a) such Third Party shall be bound by the terms of these Rules as were it a Group Company; (b) provides for safeguards at a similar level of protection as that provided by these Rules; or (c) that is recognized under Data Protection Law as providing an “adequate” level of privacy

		<p>protection;</p> <p>(iii) 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 (e.g. in case of recalls);</p> <p>(iv) the Third Party has been certified under a 'safe harbor' program that is recognized under Data Protection Law as providing an "adequate" level of data protection;</p> <p>(v) the Third Party has implemented Binding Corporate Rules or a similar transfer control mechanism that is recognized under Data Protection Law as providing an adequate level of protection;</p> <p>(vi) the transfer is necessary to protect a vital interest of the Individual;</p> <p>(vii) the transfer is necessary for the establishment, exercise or defense of a legal claim;</p> <p>(viii) the transfer is necessary to satisfy a pressing need to protect the public interests of a democratic society; or</p> <p>(ix) 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.</p> <p>Items (viii) and (ix) above require the prior approval of the Corporate Privacy Officer.</p>
<b>Consent for transfer</b>	11.7	<p>If none of the grounds listed in Article 11.6 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.</p> <p>Prior to requesting consent, the Individual shall be provided with the following information:</p> <p>(i) the purpose of the transfer;</p> <p>(ii) the identity of the transferring Group Company;</p> <p>(iii) the identity or categories of Third Parties to which the Data will be transferred;</p> <p>(iv) the categories of Data that will be transferred;</p> <p>(v) the country to which the Data will be transferred; and</p> <p>(vi) the fact that the Data will be transferred to a Third Party not covered by an Adequacy Decision.</p> <p>Article 2.3 applies to the requesting, denial or withdrawal of consent.</p>
<b>Internal Processors</b>	11.8	<p>Internal Processors may Process Personal Data only if they have a validly entered into written or electronic contract with the Group Company being the Data Controller of the relevant Personal Data, which contract must in any event include the provisions set out in Article 11.5.</p>

## Article 12 – Overriding Interests

### Overriding Interests

- 12.1 Some of the obligations of AkzoNobel or rights of Individuals under these Rules may be overridden if, under the specific circumstances at issue, a pressing need exists that outweighs the interest of the Individual (**Overriding Interest**). An Overriding Interest exists if there is a need to:
- (i) protect the legitimate business interests of AkzoNobel including:
    - (a) the health, security or safety of Employees or Individuals;
    - (b) AkzoNobel's intellectual property rights, trade secrets or reputation;
    - (c) the continuity of AkzoNobel's business operations;
    - (d) the preservation of confidentiality in a proposed sale, merger or acquisition of a business; or
    - (e) the involvement of trusted advisors or consultants for business, legal, tax, or insurance purposes;
  - (ii) 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
  - (iii) otherwise protect or defend the rights or freedoms of AkzoNobel, its Employees or other persons.

### Exceptions in the event of Overriding Interests

- 12.2 If an Overriding Interest exists, one or more of the following obligations of AkzoNobel or rights of the Individual may be set aside:
- (i) Article 3.1 (the requirement to Process Personal Data for closely related purposes);
  - (ii) Article **Error! Reference source not found.** (data storage and deletion);
  - (iii) Article 6.1 and 6.2 (information provided to Individuals, Personal Data not obtained from the Individuals);
  - (iv) Article 7.1 – 7.3 (rights of Individuals);
  - (v) Articles 8.2 (Staff access limitations); and
  - (vi) Articles 11.4, 11.5 and 11.6 (ii) (contracts with Third Parties).

### Sensitive Data

- 12.3 The requirements of Articles 4.1 and 4.2 (Sensitive Data) may be set aside only for the Overriding Interests listed in Article 12.1 (i) (a), (c) and (e), (ii) and (iii).

### Consultation with Corporate Privacy Officer

- 12.4 Setting aside obligations of AkzoNobel or rights of Individuals based on an Overriding Interest requires prior consultation of the Corporate Privacy Officer. The Corporate Privacy Officer shall document his or her advice.



<b>Information to Individual</b>	12.5	Upon request of the Individual, AkzoNobel shall inform the Individual of the Overriding Interest for which obligations of AkzoNobel or rights of the Individual have been set aside, unless the particular Overriding Interest sets aside the requirements of Articles 6.1 or 7.1 – 7.3, in which case the request shall be denied.
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### **Article 13 – Privacy Governance**

<b>Corporate Privacy Officer</b>	13.1	<p>Akzo Nobel Nederland shall appoint a Corporate Privacy Officer who is responsible for:</p> <ul style="list-style-type: none"> <li>(i) Establishing a Privacy Council as described in Article 13.2;</li> <li>(ii) Supervising compliance with these Rules;</li> <li>(iii) Coordinating, communicating and consulting with the Privacy Managers network on central data protection issues;</li> <li>(iv) Providing annual privacy reports, as appropriate, to the Head of Legal on data protection risks and compliance issues as described in Article 16.2;</li> <li>(v) Coordinating, in conjunction with the Privacy Counsel and Privacy Managers network, official investigations or inquiries into the Processing of Personal Data by a government authority;</li> <li>(vi) Dealing with conflicts between these Rules and applicable law as described in Article 20.2;</li> <li>(vii) Approving transfers as described in Articles 20.1 and 11.6;</li> <li>(viii) Providing advice on Data Protection Impact Assessments as described in Article 14.3;</li> <li>(ix) Deciding on complaints as described in Article 17; and</li> <li>(x) Devising the data management processes, systems and tools to implement the framework for data protection management as established by the Privacy Council, including: <ul style="list-style-type: none"> <li>(a) To maintain, update and publish these Rules and related sub-policies;</li> <li>(b) Tools to collect, maintain and update information regarding the structure and functioning of all systems that process personal data;</li> <li>(c) Data privacy training and awareness for employees to comply with their responsibilities under these Rules;</li> <li>(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;</li> </ul> </li> </ul>
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		<ul style="list-style-type: none"> <li>(e) Procedures regarding data protection inquiries, concerns and complaints; and</li> <li>(f) Determine and update appropriate sanctions for violations of these Rules (e.g. disciplinary standards).</li> </ul>
		(xi) Where appropriate, the Corporate Privacy Officer may delegate any of the above responsibilities to the Privacy Managers or other person, to be carried out under the Corporate Privacy Officer's responsibility.
<b>Privacy Council</b>	13.2	<p>AkzoNobel shall establish a Privacy Council. The Privacy Council shall create and maintain a framework for:</p> <ul style="list-style-type: none"> <li>(i) the development, implementation and updating of local Individual data protection policies and procedures;</li> <li>(ii) the maintaining, updating and publishing of these Rules and related sub-policies;</li> <li>(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);</li> <li>(iv) the development, implementation and updating of the relevant data protection training and awareness programs;</li> <li>(v) the monitoring, auditing and reporting on compliance with these Rules to the management board;</li> <li>(vi) the collecting, investigating and resolving privacy inquiries, concerns and complaints; and</li> <li>(vii) determining and updating appropriate sanctions for violations of these Rules (e.g. disciplinary standards).</li> </ul>
<b>Privacy Managers</b>	13.3	<p>Each Organizational Unit shall designate a Privacy Manager. The Corporate Privacy Officer shall act as the Privacy Manager for Akzo Nobel N.V.</p> <p>The Privacy Managers shall perform the following tasks for their respective Organizational Unit:</p> <ul style="list-style-type: none"> <li>(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;</li> <li>(ii) Support and assess overall data protection management compliance within their Organizational Unit;</li> <li>(iii) Regularly advise their Responsible Executive and the Corporate Privacy Officer on privacy risks and compliance issues;</li> <li>(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 14.2);</li> <li>(v) Be available for requests for privacy approvals or advice as</li> </ul>

	<p>described in Article 7;</p> <ul style="list-style-type: none"> <li>(vi) Provide information relevant to the annual privacy report of the Corporate Privacy Officer (as required in Article 16);</li> <li>(vii) Assist the Corporate Privacy Officer in the event of official investigations or inquiries by government authorities;</li> <li>(viii) Own and authorize all appropriate privacy sub-policies in their organizations;</li> <li>(ix) Direct that stored data be deleted or destroyed, anonymized or transferred as required by Article 5.2;</li> <li>(x) Decide on and notify the Corporate Privacy Officer of complaints as described in Article 17; and</li> <li>(xi) Cooperate with the Corporate Privacy Officer and the other Privacy Managers to:</li> <li>(xii) Ensure that the instructions, tools and training are in place to enable the Organizational Unit, to comply with these Rules;</li> <li>(xiii) Share and provide guidance on best practices for data protection management within their Organizational Unit;</li> <li>(xiv) Ensure that data protection requirements are taken into account whenever new technology is implemented in their Organizational Unit;</li> <li>(xv) Notify the Responsible Executive of the involvement of external service providers with data processing tasks for their Organizational Unit.</li> </ul>
<p><b>Responsible Executive</b></p>	<p>13.4 The Responsible Executive of each Organizational Unit is accountable that effective data protection management is implemented in his or her Organizational Unit is integrated into business practices, and that adequate resources and budget are available.</p> <p>Responsible Executives are accountable for:</p> <ul style="list-style-type: none"> <li>(i) Ensuring overall data protection management compliance within their Organizational Unit, also during and following organizational restructuring, outsourcing, mergers and acquisitions and divestures;</li> <li>(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;</li> <li>(iii) Ensuring that the data protection management processes and systems are maintained up to date against changing circumstances and legal and regulatory requirements;</li> <li>(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</li> </ul>

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 5.2

Responsible Executives are responsible for:

- (i) Appointing a Privacy Manager for their Organizational Unit;
- (ii) 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 20.2; and
- (iii) 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 20.3.

<b>Default Privacy Manager</b>	13.5	If at any moment in time there is no Privacy Manager designated for a relevant Organizational Unit, the Corporate Privacy Officer is responsible for supervising compliance with these Rules.
<b>Data Protection Officer with a statutory position</b>	13.6	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.

#### **Article 14 – Policies and Procedures**

<b>Policies and procedures</b>	14.1	AkzoNobel shall develop and implement procedures to comply with these Rules.
<b>Records of Processing Activities</b>	14.2	AkzoNobel shall maintain readily available information regarding the structure and functioning of all systems and processes that Process Personal Data (e.g. inventory of systems and processes). A copy of this information will be provided to the Lead DPA or to a DPA competent to audit under Article 16.2 upon request.).
<b>Data Protection Impact Assessment</b>	14.3	AkzoNobel shall maintain 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 (Data Protection Impact Assessment). Where the Data Protection Impact Assessment shows that, despite mitigating measures taken by AkzoNobel, the Processing still presents a residual high risk for the rights and freedoms of Customers, the Lead DPA will be consulted prior to such Processing taking place.

### Article 15 – Training

- Staff training** 15.1 AkzoNobel shall provide training on these Rules and related confidentiality obligations to Staff members who have access to Personal Data.

### Article 16 – Monitoring and Auditing Compliance

- Internal Audits** 16.1 AkzoNobel Internal Audit shall audit business processes and procedures that involve the Processing of Personal Data for compliance with these Rules. The audits shall 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 16.1 conducted by an external auditor. Applicable professional standards of independence, integrity and confidentiality shall be observed when conducting an audit. The Corporate Privacy Officer and the appropriate Privacy Managers 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 DPA and a DPA competent to audit under Article 16.2 upon request.

- DPA Audit** 16.2 Subject to Article 16.3, the Lead DPA may request an audit of the facilities used by AkzoNobel for the Processing of Personal Data for compliance with these Rules. In addition, the DPA 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.

- DPA Audit Procedure** 16.3 If a DPA requests an audit based on Article 16.2, the following procedure will be followed:
- (i) Information sharing: AkzoNobel will attempt to resolve the request using alternative methods of providing information to the DPA including AkzoNobel audit reports, discussion with AkzoNobel subject matter experts, and review of security, privacy, and operational controls in place.
  - (ii) Examinations: If the DPA determines that the information available through these mechanisms is insufficient to address the DPA's stated objectives, AkzoNobel will provide the DPA with the opportunity to communicate with AkzoNobel's auditor and if required, a direct right to examine AkzoNobel's data processing facilities used to process the Personal Data on giving reasonable prior notice and during business hours, with full respect to the confidentiality of the information obtained and to the trade secrets of AkzoNobel.

The audits will otherwise be performed in accordance with the relevant DPAs own national procedural laws.

		Nothing in these Rules will be construed to take away any audit rights that a DPA may have under Data protection Law. In the event of any conflict between this Article 16.3 and applicable law, the provisions of applicable law will prevail.
<b>Annual Privacy Report</b>	16.4	<p>The Corporate Privacy Officer shall implement appropriate processes to monitor compliance with these Rules and produce an annual Personal Data privacy report for the Executive Committee on compliance with these Rules, data protection risks and other relevant issues.</p> <p>Each Privacy Manager and Responsible Executive shall provide information relevant to the report to the Corporate Privacy Officer.</p>
<b>Mitigation</b>	16.5	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.
<b>Article 17 – Complaints Procedure</b>		
<b>Complaint</b>	17.1	<p>Individuals may file a complaint in respect of any claim they have under Article 18.1 or violations of their rights under applicable local law in accordance with the complaints procedure set forth in the relevant privacy policy or contract:</p> <ul style="list-style-type: none"> <li>(i) with the appropriate Privacy Manager; or</li> <li>(ii) in accordance with the complaints procedure set forth in the AkzoNobel Code of Conduct.</li> </ul> <p>The appropriate Privacy Manager shall:</p> <ul style="list-style-type: none"> <li>(i) notify the Corporate Privacy Officer;</li> <li>(ii) analyze the complaint and, if needed, initiate an investigation;</li> <li>(iii) when necessary, advise the business on the appropriate measures for compliance and monitor, through completion, the steps designed to achieve compliance; and</li> <li>(iv) maintain records of all complaints received, responses given, and remedial actions taken by AkzoNobel.</li> </ul> <p>The appropriate Privacy Manager may consult with any government authority having jurisdiction over a particular matter about the measures to be taken.</p>
<b>Reply to Individual</b>	17.2	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 Privacy Manager 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

<p><b>Complaint to Corporate Privacy Officer</b></p>	<p>17.3 position, which date shall be no later than two calendar months thereafter. The appropriate Privacy Manager shall send a copy of the complaint and his or her written reply to the Corporate Privacy Officer.</p> <p>An Individual may file a complaint with the Corporate Privacy Officer if:</p> <ul style="list-style-type: none"> <li>(i) the resolution of the complaint by the appropriate Privacy Manager is unsatisfactory to the Individual (e.g. the complaint is rejected);</li> <li>(ii) the Individual has not received a response as required by Article 17.2;</li> <li>(iii) the time period provided to the Individual pursuant to Article 17.2 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</li> <li>(iv) in one of the events listed in Article 7.7.</li> </ul> <p>The procedure described in Articles 17.1 through 17.2 shall apply to complaints filed with the Corporate Privacy Officer.</p> <p>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 18.2.</p>
<p><b>Article 18 – Legal Issues</b></p>	
<p><b>Rights of Individuals</b></p>	<p>18.1 If AkzoNobel violates the Rules with respect to the Personal Data of an Individual (<b>Affected Individual</b>) covered by these Rules, the Affected Individual can as a third party beneficiary enforce any claim as a result of a breach of Articles 1.6, 2 – 11, 12.5, 16.2, 17, 18 and 20.4-20.5 in accordance with Article 18.2.</p> <p>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.</p>
<p><b>Jurisdiction for Claims of Individuals</b></p>	<p>18.2 Individuals are encouraged to first follow the complaints procedure set forth in Article 17 of these Rules before filing any complaint or claim with a competent DPA or the courts.</p> <p>In case of a violation of these Rules, the Affected Individual may, at his or her choice, submit a complaint or a claim to the DPA or the courts:</p> <ul style="list-style-type: none"> <li>(i) in the Netherlands, against Akzo Nobel Nederland; or</li> <li>(ii) 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 Data Controller of the relevant Personal Information is established, against the Group Company being the data controller of the relevant</li> </ul>

Personal Data or Akzo Nobel Nederland.

The Group Company against which the complaint or claim is brought (relevant Group Company), may not rely on a breach by another Group Company or a Third Party Processor of its obligations to avoid liability except to the extent any defense of such other Group Company or Third Party Processor would also constitute a defense of the relevant Group Company.

The DPAs and courts shall apply their own substantive and procedural laws to the dispute. Any choice made by the Individual will not prejudice the substantive or procedural rights he or she may have under applicable law.

<b>Right to Claim Damages</b>	18.3	<p>In case an Individual has a claim under Article 18.2, and</p> <ul style="list-style-type: none"> <li>(i) the relevant Processing is governed by Data Protection Law, such Individual shall be entitled to compensation of damages suffered by an Individual resulting from a violation of these Rules to the extent provided by Data Protection Law; or</li> <li>(ii) the relevant Processing is not governed by Data Protection Law, such Individual shall be entitled to compensation of actual direct damages (which exclude, without limitation, lost profits or revenue, lost turnover, cost of capital, and downtime cost), suffered by an Individual resulting from a violation of these Rules.</li> </ul>
<b>Burden of Proof in Respect of Claim for Damages</b>	18.4	<p>In case an Individual brings a claim for damages under Article 18.2, it will be for the Individual to demonstrate that he-or she has suffered the relevant damages and to establish facts which show it is plausible that the damage has occurred because of a violation of these Rules. It will subsequently be for the relevant Group Company to prove that the damages suffered by the Individual due to a violation of these Rules are not attributable to AkzoNobel.</p>
<b>Mutual Assistance and Redress</b>	18.5	<p>All Group Companies shall co-operate and assist each other to the extent reasonably possible to handle:</p> <ul style="list-style-type: none"> <li>(i) a request, complaint or claim made by an Individual; or</li> <li>(ii) a lawful investigation or inquiry by a competent DPA or public authority.</li> </ul> <p>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.</p> <p>The Group Company that is responsible for the Processing to which the request, complaint or claim relates, shall bear all costs involved and reimburse Akzo Nobel Nederland.</p>



<b>Advice of the Lead DPA</b>	18.6	Akzo Nobel Nederland shall abide by the advice of the EEA DPAs competent pursuant to Article 18.2 issued on the interpretation and application of these Rules.
<b>Mitigation</b>	18.7	Akzo Nobel Nederland shall ensure that adequate steps are taken to address violations of these Rules by a Group Company.
<b>Law Applicable to this Code</b>	18.8	This Code shall be governed by and interpreted in accordance with Dutch law.
<b>Article 19 – Sanctions for Non-Compliance</b>		
<b>Non-compliance</b>	19.1	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.
<b>Article 20 – Conflicts between the Rules and Applicable Local Law</b>		
<b>Conflict of law when transferring Data</b>	20.1	Where a legal requirement to transfer Personal Data conflicts with the laws of the Member States of the EEA or the law of Switzerland, the transfer requires the prior approval of the Corporate Privacy Officer. The Corporate Privacy Officer shall seek the advice of the Head of Legal. The Corporate Privacy Officer may seek the advice of the Dutch Data Protection Authority or another competent government authority.
<b>Conflict between Rules and law</b>	20.2	In all other cases, where there is a conflict between applicable local law and these Rules, the relevant Responsible Executive shall consult with the Corporate Privacy Officer to determine how to comply with these Rules and resolve the conflict to the extent reasonably practicable given the legal requirements applicable to the relevant Group Company.
<b>New conflicting legal requirements</b>	20.3	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.
<b>Reporting to Lead DPA</b>	20.4	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 DPA.
<b>Requests for Disclosure of Personal Data</b>	20.5	If AkzoNobel receives a request for disclosure of Personal Data from a law enforcement authority or state security body of a non-EEA country ( <b>Authority</b> ), it will first assess on a case-by-case basis whether this request ( <b>Disclosure Request</b> ) is legally valid and binding on

AkzoNobel. Any 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 DPA of any legally valid and binding Disclosure Requests, and will request the Authority to put such Disclosure Requests on hold for a reasonable delay in order to enable the Lead DPA 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 DPA 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.

#### **Article 21 – Changes to the Rules**

<b>Approval for Changes</b>	21.1	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 shall promptly inform the Lead DPA of changes to these Rules that have a significant impact on the protection offered by these Rules or the Rules themselves and will be responsible for coordinating AkzoNobel's responses to questions of the Lead DPA in respect thereof. Other changes (if any) will be notified by the Corporate Privacy Officer to the Lead DPA on a yearly basis.
<b>Effective Date of Changes</b>	21.2	Any material change shall enter into force with immediate effect after it has been approved in accordance with article 21.1 and is published on the AkzoNobel website.
<b>Prior Versions</b>	21.3	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.

#### **Article 22- Transition Periods**

<b>Transition period for new Group Companies</b>	22.1	Any entity that becomes a Group Company after the Effective Date shall comply with the Rules within two years of becoming a Group Company.
<b>Transition</b>	22.2	A Divested Entity may remain covered by these Rules after its divestment for such period as may be required by AkzoNobel to

<b>Period for Divested Entities</b>		disentangle the Processing of Personal Data relating to such Divested Entity.
<b>Transition Period for IT Systems</b>	22.3	Where implementation of these Rules requires updates or changes to information technology systems (including replacement of systems), the transition period shall be three years from the Effective Date or from the date an entity becomes a Group Company, or any longer period as is reasonably necessary to complete the update, change or replacement process.
<b>Transition Period for existing agreements</b>	22.4	Where there are existing agreements with Third Parties that are affected by these Rules, the provisions of the agreements will prevail until the agreements are renewed in the normal course of business.
<b>Transition Periods for local-for-local systems</b>	22.5	Processing of Personal Data that were collected in connection with activities of a Group Company not covered by an Adequacy Decision shall be brought into compliance with these Rules within five years of the Effective Date.
<b>Article 23 - Interpretations</b>		
<b>Interpretation of these Rules</b>	23.1	<p>These Rules should be interpreted as follows.</p> <ul style="list-style-type: none"> <li>(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;</li> <li>(ii) headings are included for convenience only and are not to be used in construing any provision of these Rules;</li> <li>(iii) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;</li> <li>(iv) the male form shall include the female form;</li> <li>(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</li> <li>(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.</li> </ul>
<b>Contact details</b>		Akzo Nobel Nederland B.V. c/o Corporate Privacy Officer

Christian Neefestraat 2  
1077 WW AMSTERDAM

## ANNEX 1

### Definitions

<b>Adequate Decision</b>	shall mean a decision issued by the European Commission under 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.
<b>AkzoNobel Nederland</b>	Shall mean Akzo Nobel Nederland B.V., having its registered seat in Arnhem, The Netherlands.
<b>AkzoNobel N.V.</b>	shall mean Akzo Nobel N.V., having its registered seat in Amsterdam, The Netherlands.
<b>AkzoNobel</b>	shall mean Akzo Nobel N.V. and its Group Companies.
<b>Archive</b>	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.
<b>Article</b>	shall mean an article in these Rules.
<b>Binding Corporate Rules</b>	shall mean a privacy policy of a group of undertakings which under applicable local law (such as Article 47 of the GDPR) is considered to provide an adequate level of protection for the transfer of Personal Data within that group of undertakings.
<b>Business Contact Data</b>	shall mean any data typically found on a business card and used by the Individual in his or her contact with AkzoNobel.
<b>Business Partner</b>	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).
<b>Business Purpose</b>	shall mean a purpose for Processing Personal Data as specified in Article 2 or 3 or for Processing Sensitive Data as specified in Article 4 or 3.
<b>Children</b>	shall mean Individuals under the age of thirteen (13) years.
<b>Corporate Privacy Officer</b>	shall mean the officer as referred to in Article 13.1.
<b>Customer</b>	shall mean any Third Party that purchases, may purchase or has purchased an AkzoNobel product or service.
<b>Data Controller</b>	shall mean the entity or natural person which alone or jointly with others

	determines the purposes and means of the Processing of Personal Data.
<b>Data Protection Impact Assessment (DPIA)</b>	<p>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.</p> <p>A DPIA shall contain:</p> <p>(i) a description of:</p> <ul style="list-style-type: none"> <li>(a) the scope and context of the Processing;</li> <li>(b) the Business Purposes for which Personal Data are Processed;</li> <li>(c) the specific purposes for which Sensitive Data are Processed;</li> <li>(d) categories of Personal Data recipients, including recipients not covered by an Adequacy Decision;</li> <li>(e) Personal Data storage periods;</li> </ul> <p>(ii) an assessment of:</p> <ul style="list-style-type: none"> <li>(a) the necessity and proportionality of the Processing;</li> <li>(b) the risks to the privacy rights of Individuals; and</li> <li>(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.</li> </ul>
<b>Data Protection Law</b>	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.
<b>Divested Entity</b>	<p>shall mean the divestment by AkzoNobel of a Group Company or business by means of:</p> <p>(i) a sale of shares as a result whereof the Group Company so divested no longer qualifies as a Group Company and/or</p> <p>(ii) a demerger, sale of assets, or any other manner or form.</p>
<b>DPA</b>	shall mean any data protection authority of one of the countries of the EEA.
<b>EEA</b>	or European Economic Area shall mean all Member States of the European Union, plus Norway, Iceland and Liechtenstein.
<b>Effective Date</b>	shall mean the date on which these Rules become effective as set forth in Article 1.6.
<b>Employee</b>	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.
<b>Employee Data</b>	shall mean any information relating to an identified or identifiable Employee.

<b>Executive Committee</b>	shall mean the Executive Committee of Akzo Nobel N.V.
<b>Group Company</b>	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.
<b>Head of Legal</b>	shall mean the General Counsel of Akzo Nobel N.V..
<b>Individual</b>	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..
<b>Internal Processor</b>	shall mean any Group Company that Processes Personal Data on behalf of another Group Company being the Data Controller.
<b>Lead DPA</b>	shall mean the DPA of the Netherlands.
<b>Organizational Unit</b>	shall mean a unit that is delivering services, responsible for business' or regional or functional tasks within AkzoNobel.
<b>Original Purpose</b>	shall mean the purpose for which Employee Data was originally collected.
<b>Overriding Interest</b>	shall mean the pressing interests set forth in Article 12.1 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.
<b>Personal Data Breach</b>	<p>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</p> <ul style="list-style-type: none"> <li>(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</li> <li>(ii) the Personal Data are not further acquired, accessed, used or disclosed by any person.</li> </ul>
<b>Personal Data or Data</b>	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.
<b>Privacy Council</b>	shall mean the Council as referred to in Article 13.2.
<b>Privacy Counsel</b>	shall mean the Legal Counsel Privacy appointed by the Corporate Privacy Officer.
<b>Processing</b>	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.
<b>Processor Contract</b>	shall mean any contract for the Processing of Personal Data entered into by AkzoNobel and a Third Party Processor.
<b>Responsible Executive</b>	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 13.4.
<b>Rules</b>	shall mean these Privacy Rules for Customer, Supplier and Business Partner Data.
<b>Secondary Purpose</b>	shall mean any purpose other than the Original Purpose for which Individual Personal Data is further Processed.
<b>Sensitive Data</b>	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.
<b>Staff</b>	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.
<b>Supplier</b>	shall mean any Third Party that provides goods or services to AkzoNobel (e.g. an agent, consultant or vendor).
<b>Third Party</b>	shall mean any person, private organization or government body outside AkzoNobel.
<b>Third Party Controller</b>	shall mean a Third Party that Processes Personal Data and determines the purposes and means of the Processing.

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<b>Third Party Processor</b>	shall mean a Third Party that Processes Personal Data on behalf of AkzoNobel that is not under the direct authority of AkzoNobel.
Related documents	
<a href="#">Directive 7.08 Protection of Personal Data</a>	
<a href="#">7.08.1 Privacy Rules for Employee Data</a>	