

BINDING CORPORATE RULES ("BCR")  
Extract

The ROCKWOOL Group  
ROCKWOOL International A/S

VERSION 1.1 – 09/2016

---

## **1. Introduction**

- 1.1 The ROCKWOOL Group is an international group of companies manufacturing stone wool insulation and other stone wool related products. As such, within the ROCKWOOL Group, there is an inherent need to exchange data, including Personal Data.
- 1.2 In order to provide adequate security within the ROCKWOOL Group for employees, applicants who are not offered a job in a ROCKWOOL entity, customers, suppliers and other persons associated with the ROCKWOOL Group when Personal Data is transferred and to provide employees, applicants who are not offered a job in a ROCKWOOL entity, customers, suppliers and other persons associated with the ROCKWOOL Group with guarantees that their Personal Data is protected, even when such Personal Data is transferred between the different Members of the ROCKWOOL Group, of which some are situated in countries which do not have legislation regarding protection of Personal Data, these Binding Corporate Rules (BCRs) are implemented.
- 1.3 The board of the parent company of the ROCKWOOL Group, ROCKWOOL International A/S, will ensure compliance with these BCRs. All Members of the ROCKWOOL Group and employees of said Members have a clear duty to respect these BCRs.
- 1.4 These BCRs are in compliance with the European Union's (EU) Directive 1995/46/EC on the protection of individuals with regard to the processing of personal data and on the free movement of such data and the EU Directive 2002/58/EC concerning the processing of personal data and the protection of privacy in the electronic communications sector including later changes (EU Directive 2009/136/EC) (Directive on privacy and electronic communications).

## **2. Scope**

The purpose of these BCRs is to ensure an adequate level of privacy protection within the ROCKWOOL Group, including Members of the ROCKWOOL Group located in countries which are not members of the European Economic Area (EEA) or Switzerland in order to allow the Transfer of categories of Personal Data between the Members of the ROCKWOOL Group.

All Members of the ROCKWOOL Group worldwide are covered by these BCRs.

## **GROUP**

### **3. Purpose limitation**

Personal Data will only be transferred and processed for specific and legitimate purposes, cf. above, and will not be further processed in a way incompatible with such purposes.

### **4. Data quality and proportionality**

4.1 In accordance with EU Directive 1995/46/EC and in order to provide the Data Subjects with an equivalent and suitable level of privacy protection, the Members of the ROCKWOOL Group undertake to ensure that:

- Personal Data is processed fairly and lawfully;
- Personal Data is collected for specific, explicit and legitimate purposes and is not to be used for incompatible purposes and not further processed in a way incompatible with those purposes;
- Personal Data is not kept in a form which permits identification of the Data Subjects for longer time necessary for the purposes for which the Personal Data was collected or for which it is further processed.

### **5. Legal basis for Processing Personal Data**

5.1 Description of the legal basis for Processing Personal Data

Subject to compliance with the national provisions made under Directive 1995/46/EC dated 25 October 1995, Personal Data will be processed and/or transferred based on the grounds specified in article 7 of said Directive, in particular the following legal grounds:

- The Data Subject has unambiguously given his/her Consent; or
- The Processing is necessary for the performance of a contract to which the Data Subject is party or in order to take steps at the request of the Data Subject prior to entering into a contract; or
- The Processing is necessary for compliance with a legal obligation to which the Data Controller is subject; or
- The Processing is necessary for the purposes of the legitimate interests pursued by the Data Controller or by the Third Party or parties to whom the Personal Data is disclosed, except where such interests are overridden by the interests of fundamental rights and freedoms of the Data Subject.

## **6. Legal basis for Processing Sensitive Personal Data**

### 6.1 Description of the legal basis for Processing Sensitive Personal Data

In accordance with Directive 1995/46/EC, Sensitive Data is data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade-union membership, and data concerning health or sex life.

Subject to compliance with the national provisions made under Directive 1995/46/EC dated 25 October 1995, Processing and Transfer of Sensitive Personal Data is prohibited under these BCRs unless:

- The Data Subject has given his or her explicit Consent to the Processing of those Sensitive Personal Data, except where the applicable laws prohibit it; or
- The Processing is necessary for the purposes of carrying out the obligations and specific rights of the Data Controller in the field of employment law in so far it is authorized by national law providing for adequate safeguards; or
- The Processing is necessary to protect the vital interests of the Data Subject or of another person where the Data Subject is physically or legally incapable of giving his or hers Consent; or
- The Processing is carried out in the course of its legitimate activities with appropriate guarantees by a foundation, association or any other non-profit-seeking body with a political, philosophical, religious or trade-union aim and on condition that the Processing relates solely to the members of the body or to persons who have regular contact with it in connection with its purposes, and that the Personal Data are not disclosed to a third party without the Consent of the Data Subjects; or
- The Processing relates to Sensitive Personal Data which are manifestly made public by the Data Subject; or
- The Processing of Sensitive Personal Data is necessary for the establishment, exercise or defense of legal claims; or
- The Processing of the Sensitive Personal Data is required for the purposes of preventive medicine, medical diagnosis, the provision of care or treatment or the management of health-care services, and where those Sensitive Personal Data are processed by a health professional subject under national law or rules established by national competent bodies to the obligation of professional secrecy or by another person also subject to an equivalent obligation of secrecy.

## **7. Rights of access, rectification, erasure or blocking of Personal Data**

### 7.1 Right of access

On request (preferably in writing), any Data Subject is entitled to information regarding whether or not the ROCKWOOL Group processes Personal Data regarding the Data Subject in question.

If ROCKWOOL processes such Personal Data, the Data Subject in question will receive information hereof by Electronic Mail if the Data Subject has submitted a ROCKWOOL Group Electronic Mail address (work Electronic Mail address) or another external Electronic Mail address, or otherwise by ordinary mail. Such mail/E-mail will contain information in relation to:

- the categories of Personal Data concerned;
- the purpose of such Processing;
- which categories of Recipients have received the processed Personal Data;
- any available information on the source of such Personal Data.

Any such request will be processed and replied to within four weeks from receipt.

If the ROCKWOOL Group is not able to fully reply within such period, an Electronic Mail or letter stating when a full reply can be expected will be forwarded to the Data Subject.

If a Data Subject has received the above information, the Data Subject is not entitled to receive a new reply within a period of six months from the time the ROCKWOOL Group has forwarded such information to the Data Subject, unless the Data Subject in his/her request accounts for a special interest herein.

### 7.2 Right of rectification, erasure or blocking

On request (preferably in writing) from the Data Subject, the ROCKWOOL Group will rectify, erase or block Personal Data which is incorrect or misleading or is in any other way processed in variance with legislation.

If a request is obliged, the ROCKWOOL Group will, if so requested by the Data Subject, inform any Recipient of the now rectified, erased or blocked Personal Data from the ROCKWOOL Group of such rectification, erasure or blocking, unless this proves impossible or involves a disproportionate effort.

### 7.3 Information in relation to requests

Any request in relation to the Data Subject's right of access or right of rectification, erasure or blocking of Personal Data, is to be directed at(preferably by mail or Electronic Mail):

ROCKWOOL International A/S  
Hovedgaden 584  
DK-2640 Hedehusene  
Att. Att. Group Legal Affairs  
[DATAPROTECTION@ROCKWOOL.com](mailto:DATAPROTECTION@ROCKWOOL.com)

or at the LDPO in the Member of the ROCKWOOL Group in which the Data Subject is an employee or has relations to.

The request should clearly identify the Data Subject and state the purpose of the request, and should preferably state a mailing address, a ROCKWOOL Group work Electronic Mail address or another external Electronic Mail address, through which it is possible for the ROCKWOOL Group to contact the Data Subject.

If the request relates to rectification, erasure or blocking, the request should as accurately as possible state which Personal Data it concerns; how such Personal Data in the opinion of the Data Subject is incorrect, misleading or processed against the legislation.

#### 7.4 Right to object

At any time, the Data Subject has the right to object to the Processing of Personal Data relating to him/her. The objection will be considered in accordance with ROCKWOOL's internal complaint mechanism, cf. section 18.

### 8. Automated individual decisions

The ROCKWOOL Group may use automated decision making based on the Personal Data of the Data Subject.

If a Data Subject protests to the GDPO (preferably in writing), against such automated decision making, the ROCKWOOL Group shall refrain from making its decision based solely on such automated Processing of Personal Data where the decision may significantly affect the Data Subject in question.

### 9. Security and confidentiality

#### 9.1 General

The ROCKWOOL Group has implemented appropriate technical and organizational measures to ensure a level of security appropriate to the risks represented by the Processing and the nature of the Personal Data to be protected, having regard to the state of art and the costs of their implementation. Following the evaluation of the risk the ROCKWOOL Group has taken measures to protect Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, in particular where the Processing involves the transmission of Personal Data over a network, and against all other unlawful forms of Processing.

#### 9.2 Physical security

The ROCKWOOL Group has implemented physical and environmental protection of IT rooms, computer hardware and computer media used for Personal Data to ensure the continuity of Processing or to avoid the loss of, or deterioration of Personal Data due to fire, water damage or other natural disasters. Furthermore, the ROCKWOOL Group protects its networks against cyber attacks by the use of firewalls, anti-malware software and the like.

### 9.3 Logical and organizational security

Through the use of security devices and the administration of access rights, the ROCKWOOL Group provides logical protection of Processing of Personal Data and thereby preventing unauthorized persons from accessing such data, and securing the integrity, availability and confidentiality of the Personal Data. This includes a separation of functions between different types of employees and organization levels.

Personal Data transmitted outside the secure internal networks of the ROCKWOOL Group is always protected through the use of security measures, such as VPN tunnels or the like and only in accordance with the instructions of the Member of the ROCKWOOL Group being Data Controller.

The ROCKWOOL Group ensures that changes to the IT systems are managed in order to ensure continuity, integrity, confidentiality and security of the Processing of Personal Data.

### 9.4 Special security measures in relation to Sensitive Personal Data

The ROCKWOOL Group has implemented enhanced security measures in relation to Processing of Sensitive Personal Data, e.g. more frequent review of the logging of access to and processing of Sensitive Personal Data.

## **10. Restrictions on Transfers and Onward Transfers to external Data Processors and Data Controllers (not Members of the ROCKWOOL Group)**

### 10.1 Transfer to Countries not ensuring an adequate level of protection

In relation to Transfers to Data Controllers, Data Processors and/or sub-processors, which are not Members of the ROCKWOOL Group, outside the EEA and established in Countries not ensuring an adequate level of protection, the Member of the ROCKWOOL Group undertakes to either:

1. Enter into an agreement with the Data Controller, Data Processor and/or sub-processor, ensuring respect of the European rules on cross border data flows, e.g. the EU Standard Contractual Clauses approved by the EU Commission 2001/497/EC, 2004/915/EC or 2010/87/EU, or
2. Obtain the prior Consent of the Data Subjects in question and to inform them that after the Transfer, the Personal Data will be processed by a Data Controller, Data Processor and/or sub-processor which is not bound by these BCRs and which is established in a Country not ensuring an adequate level of protection. Before the Transfer commences, the Data Subject must be given information about:
  - a) the purpose of the Transfer;
  - b) identification of the Member of the ROCKWOOL Group acting as Data Controller;
  - c) categories of the subsequent Recipients and in which countries these are situated.

### 10.2 Data Processors/sub-processors inside EEA or in Countries ensuring an adequate level of protection

In relation to Transfers to Data Processors inside the EEA or in Countries ensuring an adequate level of protection, which are not Members of the ROCKWOOL Group, the Member of the ROCKWOOL Group (the Data Controller) undertakes to instruct the Data Processor by written contractual means in accordance with applicable law. The contractual means between the Data Controller and the Data Processor must set out the obligations falling on the Data Processor with regard to data security and confidentiality and specify that the Data Processor must only act on instructions from the Data Controller. Before transferring Personal Data to another Data Processor (sub-processor), the Data Processor must ensure that such Data Processor has executed a data processing agreement in which the Data Processor undertakes vis-à-vis the sub-processor to be bound by back-to-back terms with respect to the security requirements agreed between the Data Controller and the Data Processor.

## **11. Actions in case of national legislation preventing respect of the BCRs**

### 11.1 Conflicts between national law and the BCRs

If a Member of the ROCKWOOL Group has reasons to believe that the legislation applicable to said Member prevents the Member from fulfilling its obligations under these BCRs and this has substantial effect on the guarantees provided by these BCRs, said Member of the ROCKWOOL Group is obliged to immediately inform the GDPO, unless prohibited to do so by a law enforcement authority such as prohibition under criminal law to preserve confidentiality of a law enforcement investigation.

The GDPO and Group Management in ROCKWOOL International A/S will in such cases make a managerial decision and if necessary, consult the relevant DPA.

## **12. Liability**

### 12.1 Responsibility

If a Data Subject wishes to enforce the above third party beneficiary rights the Data Subject can choose to lodge such claim against the Member of the ROCKWOOL Group at the origin of Transfer, against ROCKWOOL International A/S or raise the matter before the competent DPA or the competent court.

The Member of the ROCKWOOL Group is to take the necessary action to remedy any breaches of these BCRs. If such remedy is not taken by the Member of the ROCKWOOL Group, ROCKWOOL International A/S will on request from the Data Subject instruct such necessary action to remedy the breach to the extent deemed relevant and necessary by ROCKWOOL International A/S.

ROCKWOOL International A/S agrees to take the necessary action to remedy the acts of Members of the ROCKWOOL Group linked by the BCRs and to pay compensation for any damages resulting from the violation of the BCRs by Members of the ROCKWOOL Group covered by the BCRs.

If a Member of the ROCKWOOL Group outside the EU violates the BCRs, the courts or other competent authorities in the EU will have jurisdiction and the Data Subject will have the rights and remedies against ROCKWOOL International A/S as if the violation had taken place by them in the

member state in which they are established instead of the Member of the ROCKWOOL Group outside the EU.

Any Data Subject who has suffered damage as a result of an unlawful Processing operation incompatible with the BCR is entitled to receive compensation from the responsible Member of the ROCKWOOL Group, the Member of the ROCKWOOL Group at the origin of transfer or ROCKWOOL International A/S for the damage suffered. If it is proven that the Member of the ROCKWOOL Group is not responsible for the act, it may discharge itself from any responsibility.

#### 12.2 Burden of proof

If a Data Subject complains about the handling of Personal Data within a Member of the ROCKWOOL Group, and demonstrates that the rules of privacy have been breached, the burden of proof in relation to the alleged breach of these BCRs lies with either the Member of the ROCKWOOL Group at the origin of Transfer or with ROCKWOOL International A/S.

### 13. Mutual assistance and cooperation with DPAs

13.1 The ROCKWOOL Group agrees to cooperate with the relevant DPAs by acknowledging receipt of all requests the DPAs may make regarding the ROCKWOOL Group's BCRs within 5 business days. Substantial answers will be provided as soon as possible and as a general rule within one month.

13.2 The ROCKWOOL Group agrees to have audits carried out by the relevant DPAs.

13.3 The ROCKWOOL Group undertakes to comply with any advice and recommendations of the relevant DPAs regarding any issues relating to the ROCKWOOL Group's BCRs.

### 14. Relationship between national law and the BCRs

14.1 In cases where national legislation requires a higher level of protection for Personal Data than granted by these BCRs, the national legislation will take precedence over these BCRs.

14.2 In any event, Personal Data shall be processed in accordance with applicable law as provided by Article 4 of the EU Directive 1995/46/EC and relevant national legislation.

### 15. Choice of law

15.1 These BCR's shall be governed by and interpreted in accordance with Danish Law.