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Binding Corporate Rules

NORICAN GROUP

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Business reg.: 36458771

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1. Norican Binding Corporate Rules

- 1.1 The Norican Group is a global group of companies within the field of end-to-end grey iron foundry equipment (DISA), integrated turnkey solutions for gravity die casting (Gauss), high pressure die casting machines and automatic work cells for the die casting of aluminum and magnesium (Italpresse), high-end furnace technology and heat treatment solutions for the global light metal casting industry (Striko Westofen) and shot blasting, shot peening and surface preparation solutions (Wheelabrator). In order to develop, manufacture, market and sell such products and services the Norican Group exchanges data between the members of the Norican Group on a daily basis, including Personal Data.
- 1.2 These Binding Corporate Rules (BCRs) are implemented in order to provide adequate security for employees, applicants who are seeking employment in a member of the Norican Group, customers, suppliers and other persons associated with the Norican Group when Personal Data are transferred between members of the Norican Group. Further, the Norican Group wishes to guarantee that the Personal Data regarding the above-mentioned persons is protected, even when such Personal Data is transferred between the various members of the Norican Group, of which some are situated in countries which have not implemented legislation regarding protection of Personal Data.
- 1.3 The EU headquarters of the Norican Group, Norican A/S and with delegated responsibilities cf. section 21 Norican Global A/S, ensures compliance with these BCRs. All members of the Norican Group and employees of said members have a clear duty to respect these BCRs.
- 1.4 These BCRs reflect the EU Regulation 2016/679 on the protection of natural persons with regard to the Processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.
- 1.5 If you have any questions regarding these BCRs, please contact Data Privacy Administrator at Norican Group at dpa@noricangroup.com.

2. Scope

2.1 Intra-group Transfers and Processing

The purpose of these BCRs is to ensure an adequate level of Personal Data protection within the Norican Group in order to allow the Transfer of categories of Personal Data described in Appendix 1 between the members of the Norican Group.

- 2.2 The members of the Norican Group listed in Appendix 2 and all employees with said members of the Norican Group are obliged to comply with these

BCRs and any future amendments hereof, including any policies, standards, manuals etc. related to the BCRs as set out by the Management Board of Norican A/S.

2.3 Geographical scope

Processing of Personal Data carried out by relevant and selected Norican entities as listed in Appendix 2 (the members of the Norican Group) are covered by these BCRs.

2.4 General description of the data flows and purposes of Processing

2.4.1 General description of the data flows

The nature of the Personal Data covered by these BCRs is categorized as data relating to staff administration and recruitment processes, e.g. hiring and dismissal, performance, pay roll, travel management, career opportunities, disciplinary sanctions, etc. (including Personal Data on applicants who are seeking employment in a member of the Norican Group and Personal Data on logging of IT-use), as well as Personal Data relating to the establishment, maintenance and development of the relationship with customers, suppliers, and partner firms as well as other business relations of the Norican Group, cf. Appendix 1.

The extent of the data flow within the Norican Group is in broad terms centralized around the central departments of Norican A/S in Denmark. Personal Data flows from members of the Norican Group directly or via different Data Processors to the central departments of Norican A/S in Denmark and backwards.

2.4.2 Purposes of Processing

The overall purposes of Processing HR data as mentioned in Appendix 1 are supervision, management and payment of employees, travel management, expenses and reimbursement management, to assess employees' training and development, to maintain and develop the employment relationship between the employer and the employee (cross country management to support the Norican Group's development), logging of IT-use, and to optimise the human resource processes within the Norican Group.

The purposes of Processing customer data as mentioned in Appendix 1 are to enable the Norican Group to use Personal Data about the Norican Group's customers in order to fulfill purchase orders and agreements entered into by a member of the Group, distribute newsletters and other marketing campaigns, improve the Norican Group's levels of service and products as well as sales and marketing efforts and to strengthen the position and

communication between the Norican Group and its customers and other business relations.

The purposes of Processing personal data on suppliers as mentioned in Appendix 1 are identification and qualification of new suppliers and maintaining and administrating the relationship with such parties.

The purposes of Processing personal data on partner firms is establishing, maintaining and administrating the relationship with such parties.

In addition to the above, the Norican Group Processes Personal Data relating to other business partners, such as consultants, accountants, etc., within Norican's systems.

2.4.3 Data Importers and Data Exporters within the EU/EEA and outside the EU/EEA

The Norican Group is a global company consisting of factories and offices located around the world.

3. Definitions

3.1 The terms used in these BCRs are to be interpreted in accordance with the Regulation and relevant interpretive aids.

Binding Corporate Rules (BCRs) means personal data protection policies which are adhered to by a Controller or Processor established on the territory of a Member State for Transfers or a set of Transfers of Personal Data to a Controller or Processor in one or more Third Countries within a Group of Undertakings or a group of enterprises engaged in a joint economic activity.

Controller/Data Controller means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the Processing of personal data; where the purposes and means of such Processing are determined by Union or Member State law, the controller or the

		specific criteria for its nomination may be provided for by Union or Member State law.
Consent	means	any freely given, specific, informed and unambiguous indication of the Data Subject's wishes by which he or she, by a statement or by a clear affirmative action, signifies agreement to the Processing of Personal Data relating to him or her.
Countries <u>ensuring</u> an adequate level of protection	means	countries outside the EEA where an adequacy decision, based on Article 45 of the General Data Protection Regulation, has been adopted by the EU Commission.
Countries <u>not ensuring</u> an adequate level of protection	Means	countries outside the EEA where <u>no</u> adequacy decision, based on Article 45 of the General Data Protection Regulation, has been adopted by the EU Commission.
Data Exporter	means	an entity in the Norican Group which is established in EU/EEA and transfers Personal Data to one or more entities in the Norican Group established outside EU/EEA.
Data Importer	means	an entity in the Norican Group which is established outside EU/EEA and receives Personal Data from one or more entities in the Norican Group established inside EU/EEA.
Data Subject	means	a natural person 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.

Email means any text, voice, sound or image message sent over a public communications network or the secure internal network in the Norican Group which can be stored in the network or in the Recipient's terminal equipment until it is collected by the Recipient.

Data Privacy Administrator (DPA) means a representative (natural person) of Norican A/S in charge of protection Personal Data in the Norican Group, the contact person for the BCR Lead and relevant SAs. With reference to the Norican Group's management the Data Privacy Administrator is highest authority in the Norican Group in relation to Personal Data matters.

Group of Undertakings means a controlling undertaking and its controlled undertakings.

Member State means any state which is a member of the EU/EEA.

National Legislation means legislation, regulations, statutes, court orders, practices, or mandatory standards applicable in a national jurisdiction, whether inside the EU/EEA or outside the EU/EEA.

Onward transfers means

Transfers of Personal Data from Members of the Norican Group to companies outside the Norican Group (both Controllers and Processors).

Personal Data means any information relating to an identified or identifiable natural person ('the Data Subject'). An identifiable

		natural person is one who can be identified, directly or indirectly.
Processing	means	any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
Processor/Data Processor	means	a natural or legal person, public authority, agency or any other body which Processes Personal Data on behalf of the Controller.
Recipient	means	a natural or legal person, public authority, agency or any other body to which the Personal Data is disclosed, whether a Third Party or not. However, public authorities which may receive Personal Data in the framework of a particular inquiry in accordance with Union or Member State Law shall not be regarded as Recipients; the Processing of those Personal Data by those public authorities shall be in compliance with the applicable data protection rules according to the purposes of the Processing.
Regulation	means	The EU Regulation 2016/679 on the protection of natural

persons with regard to the Processing of personal data and on the free movement of such data, and repelling Directive 95/46/EC (the General Data Protection Regulation).

Sensitive Personal Data (Special Categories of Personal Data)	means	Personal Data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade-union membership, and the Processing of genetic data, biometric data for the purpose of uniquely identifying a natural person, Personal Data concerning health or data concerning a natural person's sex life or sexual orientation.
Supervisory Authority (SA)	means	an independent public authority which is established by a Member State pursuant to Article 51 of the Regulation to be responsible for monitoring the application of the Regulation, in order to protect fundamental rights and freedoms of natural persons in relation to Processing and to facilitate the free flow of personal data within the Union.
The Norican Group	means	Norican A/S and its subsidiaries covered by the BCRs as specified in Appendix 2.
Third Party	means	a natural or legal person, public authority, agency or body other than the Data Subject, Controller, Processor and persons who, under the direct authority of the Controller or Processor, are authorized to Process Personal Data.

4. Purpose limitation

4.1 Description of purpose

Processing of Personal Data shall only take place for specific, explicit and legitimate purposes as mentioned in section 2.4.2 above.

Further Processing in a manner that is incompatible with those purposes is not allowed.

Special Categories of Personal Data are provided with additional safeguards in accordance with the Regulation.

5. Data quality and proportionality

5.1 In accordance with the Regulation and in order to provide the Data Subjects with an equivalent and suitable level of Personal Data protection, the members of the Norican Group undertake to ensure that Personal Data will be:

- Processed lawfully, fairly and in a transparent manner in relation to the Data Subject (“lawfulness, fairness and transparency”);
- adequate, relevant and limited to what is necessary in relation to the purposes for which they are Processed (“data minimisation”);
- accurate and, where necessary, kept up to date; every reasonable step will be taken to ensure that Personal Data that are inaccurate, having regard to the purposes for which they are Processed, are erased or rectified without delay (“accuracy”);
- kept in a form which permits identification of Data Subjects for no longer than is necessary for the purposes for which the Personal Data are Processed (“storage limitation”);
- Processed in a manner that ensures appropriate security of the Personal Data, including protection against unauthorised or unlawful Processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures (“integrity and confidentiality”).

6. Legal basis for Processing of Personal Data

6.1 Description of the legal basis for Processing of Personal Data

Subject to compliance with the Regulation or national provisions made under the Regulation, Personal Data is Processed based on the grounds specified in the Regulation, in particular the following legal grounds:

- The Data Subject has given Consent to the Processing of his or her Personal Data for one or more specific purposes; 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 Controller is subject; or
- The Processing is necessary in order to protect the vital interests of the Data Subject or of another natural person; or
- The Processing is necessary for the purposes of the legitimate interests pursued by the Controller or by the Third Party, except where such interests are overridden by the interests or fundamental rights and freedoms of the Data Subject.

7. Legal basis for Processing Special Categories of Personal Data

7.1 Description of the legal basis for Processing Special Categories of Personal Data

Subject to compliance with the Regulation or national provisions made under the Regulation, Processing of Special Categories of Personal Data is prohibited under these BCRs unless:

- The Data Subject has given explicit Consent to the Processing of the Special Categories of Personal Data for one or more specified purposes, except where Union or Member State law prohibit this; or
- The Processing is necessary for the purposes of carrying out the obligations and exercising specific rights of the Controller or of the Data Subject in the field of employment and social security and protection law in so far as it is authorised by Union or Member State law or a collective agreement pursuant to Member State law providing for appropriate safeguards for the fundamental rights and the interests of the Data Subject; 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 Consent; or
- The Processing relates to Personal Data which are manifestly made public by the Data Subject; or
- The Processing is necessary for the establishment, exercise or defence of legal claims; or
- The Processing is necessary for the purposes of preventive or occupational medicine, for the assessment of the working capacity of the employee, medical diagnosis, the provision of health or social care or treatment or the management of health or social care systems and services on the basis of Union or Member State law or pursuant to contract with a health professional and subject to the conditions and safeguards set out in the Regulation.

8. Accountability

8.1 Each member of the Norican Group acting as a Controller is responsible for and shall be able to demonstrate compliance with these BCRs.

8.2 Record of Processing activities

Each member of the Norican Group acting as Controller or Processor maintains a record of all categories of Processing activities involving Personal Data.

For Controllers, the record contains the following information:

- the name and contact details of the Controller and, where applicable, the joint Controller, the Controller's representative and the Data Privacy Administrator;
- the purposes of the Processing;
- a description of the categories of Data Subjects and of the categories of Personal Data;
- the categories of recipients to whom the Personal Data have been or will be disclosed including recipients in third countries or international organisations;
- where applicable, transfers of Personal Data to a third country or an international organisation, including the identification of that third

country or international organization, and the documentation for suitable safeguards according to the Regulation;

- where possible the envisaged time limits for erasure of the different categories of Personal Data;
- where possible, a general description of the technical and organisational security measures.

For Data Processors, the records contain the following information:

- the name and contact details of the Processor or Processors and of each Controller on behalf of which the Processor is acting, and, where applicable, of the Controller's or the Processor's representative, and the Data Privacy Administrator;
- the categories of Processing carried out on behalf of each Controller;
- where applicable, transfers of Personal Data to a third country or an international organisation, including the identification of that third country or international organisation and the documentation of suitable safeguards according to the Regulation;
- where possible, a general description of the technical and organizational security measures.

The records of Processing activities are kept in writing, including electronic form and are made available to the SA(s) upon request.

8.3 Data protection impact assessments

Where a type of Processing in particular using new technologies, and taking into account the nature, scope, context and purposes of the Processing, is likely to result in a high risk to the rights and freedoms of natural persons, the member of the Norican Group acting as Controller does, prior to the Processing, carry out an assessment of the impact of the envisaged Processing operations on the protection of Personal Data (data protection impact assessment). The data protection impact assessment is in particular required in case of:

- a systematic and extensive evaluation of personal aspects relating to natural persons which is based on automated Processing, including profiling, and on which decisions are based that produce legal effects concerning the natural person or similarly significantly affect the natural person;

- Processing on a large scale of Special Categories of Personal Data, or of personal data relating to criminal convictions and offences; or
- a systematic monitoring of a publicly accessible area on a large scale.

The data protection impact assessment contains at least the following:

- a systematic description of the envisaged Processing operations and the purposes of the Processing, including, where applicable, the legitimate interest pursued by the Controller;
- an assessment of the necessity and proportionality of the Processing operations in relation to the purposes;
- an assessment of the risks to the rights and freedoms of Data Subjects; and
- the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data and to demonstrate compliance with the Regulation taking into account the rights and legitimate interests of Data Subjects and other persons concerned.

If the data protection impact assessment indicates that the Processing would result in a high risk in the absence of measures taken by the member of the Norican Group (Controller) to mitigate the risk, the relevant SA is consulted prior to the Processing.

9. Transparency and information right

9.1 Commitment of these BCRs' availability to Data Subjects

In order to ensure transparency, the relevant employees of the Norican Group, applicants who are seeking employment in a member of the Norican Group, customers and suppliers, and other persons associated with the Norican Group are informed of these BCRs. The Norican Group takes all suitable steps to make the BCRs, including its relevant appendixes, readily available to such persons.

Steps for making these BCRs available to employees of the Norican Group include uploading of these BCRs to the Norican Group's corporate intranet site. The availability on the intranet site is accompanied by any steps, any member of the Norican Group considers relevant to ensure that all employees of the said Member receive the necessary information. Such steps may vary depending of the organisation of the specific members of the Norican Group.

Suitable steps for the availability of these BCRs to applicants who are seeking employment in a member of the Norican Group, customers and suppliers, and other persons associated with the Norican Group are information to said persons on where to find these BCRs.

These BCRs are made publicly available on the Norican Group's website. Such publicly available version of these BCRs may vary from these official BCRs in its form due to the confidential nature of certain parts of the BCRs, however, the public version of the BCRs shall always include information on the scope of the BCRs, the definitions in the BCRs, the third party beneficiary rights of the Data Subject with regard to the Processing of their Personal Data and on the means to exercise those rights, the clauses relating to liability and the clauses relating to the data protection principles.

The BCRs contain an internal complaint system to ensure fairness to the Data Subjects, cf. section 19 below.

9.2 Description of information given to Data Subjects regarding Processing

9.2.1 The Norican Group ensures that the Data Subjects are informed of the Processing of their Personal Data, and that such Data Subjects, at the time when Personal Data are obtained, receive information regarding:

- the identity and the contact details of the Controller(s) and of his representative, if any;
- the contact details of the Data Privacy Administrator, if any;
- the purposes of the Processing for which the Personal Data is intended as well as the legal basis for the Processing;
- the legitimate interests according to the fifth bullet of section 6.1 in these BCRs pursued by the Controller or a third party, if relevant;
- the Recipients or categories of Recipients of the Personal Data, if any;
- where applicable, the fact that the Controller intends to Transfer Personal Data to a third country or international organisation and the existence or absence of an adequacy decision by the Commission or reference to the appropriate or suitable safeguards and the means by which to obtain a copy of them or where they have been made available; if relevant;
- the period for which the Personal Data will be stored, or if that is not possible, the criteria used to determine that period;

- the existence of the right to request from the Controller access to and rectification, completion or erasure of Personal Data or restriction of Processing concerning the Data Subject or to object to Processing as well as the right to data portability and the means to exercise those rights;
- when the Processing of Personal Data or Special Categories of Personal Data is based on the Data Subject's Consent; the existence of the right to withdraw Consent any time, without affecting the lawfulness of Processing based on Consent before its withdrawal, if relevant;
- the right to lodge a complaint with a SA;
- whether the provision of Personal Data is a statutory or contractual requirement, or a requirement necessary to enter into a contract, as well as whether the Data Subject is obliged to provide the Personal Data and of the possible consequences of failure to provide such Personal Data;
- the existence of automated decision-making, including profiling and meaningful information about the logic involved, as well as the significance and the envisaged consequences of such Processing for the Data Subject; if relevant.

If the Personal Data has not been obtained from the Data Subject, the Data Subject is provided with the following additional information:

- the categories of Personal Data concerned;
- from which source the Personal Data originates, and if applicable, whether it came from publicly accessible sources.

9.2.2 If the Personal Data has not been obtained from the Data Subject, the Controller provides the information referred to in section 9.2.1.:

- a) within a reasonable period of time after obtaining the Personal Data, but at the latest within one month;
- b) if the Personal Data are to be used for communication with the Data Subject, at the latest at the time of the first communication to that Data Subject; or
- c) if a disclosure to another recipient is envisaged, at the latest when the Personal Data are first disclosed.

9.2.3 The obligation to inform the Data Subject does not apply if the Data Subject already has the information specified above.

In cases where the Personal Data has not been obtained from the Data Subject, the obligation to inform the Data Subject does not apply if the provision of such information proves impossible or would involve a disproportionate effort or if recording or disclosure is expressly laid down by Union or Member State law.

Please also refer to the provisions under section 10.

10. Rights of access, rectification, completion, erasure or blocking of Personal Data and right to withdraw consent

10.1 Right of access

Any Data Subject is entitled to information regarding whether or not the Norican Group Processes Personal Data regarding the Data Subject in question.

If the Norican Group Processes such Personal Data, the Data Subject in question receives information hereof. Such information contains information in relation to:

- the purposes of the Processing;
- the categories of Personal Data concerned;
- the Recipients or categories of Recipients to whom the Personal Data has been or will be disclosed, in particular Recipients in third countries or international organisations;
- where possible, the period for which the Personal Data will be stored, or if that is not possible, the criteria used to determine that period;
- the existence of the right to request from the Controller rectification or erasure of Personal Data or restriction of Processing concerning the Data Subject or to object to Processing as well as the right to data portability;
- the right to lodge a complaint with a SA;
- any available information on the source of such Personal Data.
- where Personal Data is not collected from the Data Subject, any available information as to their source;
- the existence of automated decision-making, including profiling and meaningful information about the logic involved, as well as the

significance and the envisaged consequences of such Processing for the Data Subject; if relevant.

Any such request from a Data Subject will be Processed and replied to within 30 days from receipt. If the Norican Group is not able to fully reply within such period, the Data Subject will receive information about when a full reply of the request can be expected (not exceeding 3 months from receipt).

10.2 Right of rectification, erasure or restriction

On request from the Data Subject, the Norican Group rectifies (including completes), erases or restricts Personal Data which is incorrect, incomplete or misleading. Additionally, the Norican Group erases or restricts Personal Data which is in any way Processed in variance with the Regulation or applicable Union or Member State law and the BCRs.

If a request for rectification, erasure or restriction of Personal Data is granted, the Norican Group informs any party who has received the now rectified, erased or restricted Personal Data from the Norican Group of such rectification, erasure or restriction, unless this proves impossible or involves a disproportionate effort.

10.3 Right of data portability

On request from the Data Subject, the Norican Group provides the Data Subject with the Personal Data Processed regarding the Data Subject in a structured, commonly used and machine-readable format and transmits those data to another Controller provided that the Processing of Personal Data is based on the Data Subject's Consent or on a contract or the Processing is carried out by automated means.

10.4 Right to withdraw consent

Where the Processing of Personal Data is based on the Data Subject's consent, the Data Subject has the right to withdraw his or her consent at any time. The withdrawal of consent does not affect the lawfulness of Processing based on consent before its withdrawal. It shall be as easy to withdraw as to give consent.

10.5 Information in relation to requests

Any request in relation to the Data Subject's right of access or right of rectification, completion, erasure, restriction or data portability of Personal Data, or to withdraw a consent for Processing of Personal Data is to be forwarded to (written communication as Email or ordinary mail is recommended):

Norican A/S
Højager 8
Høje Tåstrup
2630 Taastrup
Denmark
Att. Data Privacy Administrator

Email: dpa@noricangroup.com
Phone: +4544505050

The request shall clearly identify the Data Subject and state which right(s) the request concerns, and shall if possible state a mailing address, an Email address or a telephone number, through which it is possible for the Norican Group to contact the Data Subject.

If the request relates to rectification, erasure or restriction, the request should, when applicable, as accurately as possible state which Personal Data it concerns and in which manner such Personal Data in the opinion of the Data Subject is incorrect or misleading.

10.6 Right to object

The Data Subject has the right to object, on grounds relating to his or her particular situation, at any time to the Processing of Personal Data concerning him or her which is based on legitimate interests according to the fifth bullet point of section 6.1 in these BCRs, including profiling based on those provisions. The Controller shall no longer Process the Personal Data unless the Controller demonstrates compelling legitimate grounds for the Processing which override the interests, rights and freedoms of the Data Subject or for the establishment, exercise or defence of legal claims.

Where Personal Data are Processed for direct marketing purposes, the Data Subject shall have the right to object at any time to Processing of Personal Data concerning him or her for such marketing, which includes profiling to the extent that it is related to such direct marketing. Where the Data Subject objects to Processing for direct marketing purposes, the Personal Data shall no longer be Processed for such purposes.

The objection will be considered in accordance with Norican's internal complaint mechanism, cf. section 19.

11. Automated individual decisions

11.1 Automated decisions

The Norican Group may use automated decision making based on the Personal Data of the Data Subject, e.g. when conducting profiling of customers or suppliers, insofar as these are natural persons, in order to assess whether a member of the Norican Group should establish a business relationship with such customer/supplier. Automated decision making may also be used towards consumers in case of profiling.

Automated decision making will only take place if the decision is:

- Necessary for entering into, or performance of a contract between the Data Subject and a Controller;
- Authorised by Union or Member State law to which a member of the Norican Group is subject and which also lays down suitable measures to safeguard the Data Subject's rights and freedoms and legitimate interests; or
- Based on the Data Subject's explicit Consent.

In case the Norican Group uses automated decision making in order to entering into, or performance of a contract between the Data Subject and a Controller or the decision is based on the Data Subject's explicit Consent as described above, the responsible member of the Norican Group (the Controller) will implement suitable measures to safeguard the Data Subject's rights and freedoms and legitimate interests, at least the right to obtain human intervention on the part of the Controller, to express his or her point of view and to contest the decision.

Special Categories of Personal Data will in no event be subject to automated decision making unless the Data Subject has provided his/her explicit Consent or the Processing is necessary for reasons of substantial public interest, on the basis of applicable Union or Member State law, and suitable measures to safeguard the Data Subject's rights and freedoms and legitimate interests are in place.

12. Security and confidentiality

12.1 General

Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, the Norican Group implements appropriate technical and organisational measures to ensure a level of security appropriate to the risks represented by the Processing. Following the evaluation of the risk, the Norican Group takes 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.

In addition, the Norican Group implements adequate procedures to ensure that the principles regarding data protection by design and data protection by default are adhered to.

12.2 Physical security

The Norican Group implements physical and environmental protection of IT rooms, computer hardware and computer media used for Processing of 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 Norican Group protects its networks against cyber-attacks by the use of firewalls, anti-malware software and the like.

12.3 Logical and organizational security

Through the use of security devices and the administration of access rights, the Norican Group provides logical protection of Processing and Personal Data and thereby preventing unauthorized persons from accessing such Personal 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 Norican Group is 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 Norican Group being Controller.

The Norican 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.

12.4 Special security measures in relation to Special Categories of Personal Data

The Norican Group implements enhanced security measures in relation to Processing of Special Categories of Personal Data, e.g. more frequent review of the logging of access to and Processing of Special Categories of Personal Data.

12.5 Audits

The IT department of Norican Group conducts regular security audits in relation to the IT systems of the Norican Group.

12.6 Personal Data Breach

The members of the Norican Group shall without undue delay and where feasible within 72 hours after having become aware of it, notify the relevant SA(s) of any Personal Data Breach unless the Personal Data Breach is unlikely to result in a risk to the rights and freedoms of natural persons.

The notification to the SA(s) shall at least contain the following:

- a description of the nature of the Personal Data Breach including where possible, the categories and approximate number of Data Subjects concerned and the categories and approximate number of Personal Data records concerned;
- communication of the name and contact details of the Data Privacy Administrator or other contact point where more information can be obtained;
- a description of the likely consequences of the Personal Data Breach;
- a description of the measures taken or proposed to be taken by the Controller to address the Personal Data Breach, including, where appropriate, measures to mitigate its possible adverse effects.

The member of the Norican Group will without undue delay communicate the Personal Data Breach to Norican A/S and the Data Privacy Administrator.

If the Personal Data Breach is likely to result in a high risk to the rights and freedoms of the Data Subjects or if requested by the SA(s), the members of the Norican Group shall also communicate the Personal Data Breach to the Data Subjects without undue delay unless any of the following conditions are met:

- the Controller has implemented appropriate technical and organisational protection measures, and those measures were applied to the Personal Data affected by the Personal Data Breach, in particular those that render the Personal Data unintelligible to any person who is not authorised to access it, such as encryption;
- the Controller has taken subsequent measures which ensure that the high risk to the rights and freedoms of Data Subjects is no longer likely to materialise;

- it would involve disproportionate effort. In such a case, there shall instead be a public communication or similar measure whereby the Data Subjects are informed in an equally effective manner.

The communication to the Data Subjects shall describe in a clear and plain language the nature of the Personal Data Breach and contain at least the following information:

- the name and contact details of the Data Privacy Administrator or other contact point where more information can be obtained;
- describe the likely consequences of the Personal Data Breach;
- describe the measures taken or proposed to be taken by the Controller to address the Personal Data Breach, including, where appropriate, measures to mitigate its possible adverse effects.

Further, the members of the Norican Group shall document all Personal Data Breaches, comprising the facts relating to the Personal Data Breach, its effects and the remedial action taken and the documentation will be made available to the SA(s) on request.

13. Relationships with Processors that are members of the Norican Group

- 13.1 Any member of the Norican Group, including when acting as Processors for another member of the Norican Group, undertakes at any time to comply with these BCRs, except as described in section 24.
- 13.2 When a member of the Norican Group Processes Personal Data (Norican Group Processor) on behalf of another member of the Norican Group (Norican Group Controller) the following safeguards must be followed and complied with:
- 13.2.1 The Norican Group Processor must provide adequate measures in order to secure the confidentiality and security of the Personal Data Processed.
- 13.2.2 The Norican Group Processor must provide the Norican Group Controller with sufficient guarantees in respect of inter alia the technical security measures and organizational measures governing the Processing to be carried out and must ensure compliance with those measures in accordance with the requirements in section 12.
- 13.2.3 The Norican Group Processor must Process Personal Data only on documented instructions from the Norican Group Controller, including with regard to transfers of Personal Data to a third country, unless the Norican Group Processor is required to do so by Union or Member State Law (e.g.

requests by intelligence agencies or other authorities), in which case the Norican Group Processor shall promptly notify the Norican Group Controller unless the law prohibits such information on important grounds of public interests. The Norican Group Processor shall immediately notify the Norican Group Controller if in the Norican Group Processor's opinion, an instruction infringes the Regulation or other Union or Member State Law.

13.2.4 The Norican Group Processor specifically undertakes to:

- i. Implement appropriate technical and organizational measures to sufficiently protect the Personal Data against any accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access;
- ii. Only Process and use the Personal Data as necessary to carry out the performance of services as instructed by the Norican Group Controller;
- iii. Ensure that persons authorized to Process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
- iv. Not transfer or otherwise disclose Personal Data to other members of the Norican Group for Processing without the prior explicit Consent of the Norican Group Controller;
- v. Not transfer or otherwise disclose Personal Data to any third party outside the Norican Group without the prior explicit consent of the Norican Group Controller;
- vi. Not engage another Processor (sub-processor) without the Norican Group Controller's prior specific or general written authorization. In the case of general written authorization, the Norican Group Processor shall inform the Norican Group Controller of any intended changes concerning the addition or replacement of other Processors. In addition, the Norican Group Processor shall ensure that a written contract is entered into with such Processor submitting the Processor to the same data protection obligations and requirements as the Norican Group Processor, including implementation of appropriate technical and organizational measures;
- vii. Assist the Norican Group Controller in responding to requests for exercising the Data Subject's rights;
- viii. Assist the Norican Group Controller in fulfilling the Norican Group Controller's obligations regarding technical and organizational measures, Personal Data Breaches, completion of data protection impact assessments (DPIA) and consultation of the SA(s).

- ix. Make available to the Norican Group Controller all information necessary to demonstrate compliance with the obligations laid down in this section 13 and this BCR, and allow for and contribute to audits, including inspections, conducted by the Norican Group Controller or another auditor mandated by the Norican Group Controller, and;
 - x. Immediately notify the Norican Group Controller, Norican A/S and the Data Privacy Administrator about any incurred or accidental or unauthorized access to the Personal Data, any breach of the Regulation or local data protection legislation or the suspicion hereof and assists the Norican Group Controller in notifying the SA and/or Data Subjects, if relevant.
- 13.3 Upon termination of the Processing activities conducted on behalf of the Norican Group Controller, the Norican Group Processor undertakes, at the choice of the Norican Group Controller, to either destroy any hard or soft copies of the file in which the information is stored or return any media containing Personal Data that may have been provided.
- 13.4 The Norican Group Processor shall indemnify the Norican Group Controller for any loss, damage or claim pursuant to the Norican Group Processor's failure to meet its obligations under this section 13 subject only to contrary provisions included in intra-group agreements between members of the Norican Group.

14. Restrictions on Transfer and Onward Transfers to external Processors and Controllers (including Norican entities which are not members of the Norican Group, i.e. not covered by the BCRs.)

- 14.1 Controllers, Processors and sub-processors established in Countries not ensuring an adequate level of protection

In relation to Transfers to Controllers, Processors or sub-processors, which are members of the Norican Group not included in the BCRs or not members of the Norican Group, outside the EEA and established in Countries not ensuring an adequate level of protection, the member of the Norican Group undertakes to:

1. Enter into an agreement with the Controller, ensuring respect of the European rules on cross border data flows, e.g. the EU Standard Contractual Clauses approved by the EU Commission 2021/914/EU, and, where the appropriate safeguards contained in the agreement cannot be effectively complied with due to the law and/or the practices in the recipient's country – in particular due to possible access to the Personal Data by public authorities of the recipient's country - adopt supplementary measures that are necessary to bring the level of protection of the data Transferred up to the EU standard of essential equivalence, or

2. Enter into an agreement with the Processor and/or the sub-processor, ensuring respect of the European rules on cross border data flows, e.g. the EU Standard Contractual Clauses adopted by the EU Commission 2021/914/EU, and, where the appropriate safeguards contained in the agreement cannot be effectively complied with due to the law and/or the practices in the recipient's country – in particular due to possible access to the Personal Data by public authorities of the recipient's country - adopt supplementary measures that are necessary to bring the level of protection of the data Transferred up to the EU standard of essential equivalence.

With respect to Processors and sub-processors, the member of the Norican Group further undertakes to instruct the Processor by written contractual means in accordance with the Regulation and applicable Union or Member State law.

14.2 Processors within EEA or in Countries ensuring an adequate level of protection

In relation to Transfers to Processors within the EEA or in Countries ensuring an adequate level of protection, which are not members of the Norican Group, the member of the Norican Group (the Controller) undertakes to instruct the Processor by written contractual means in accordance with the Regulation and applicable Union or Member State law. The Processor must provide sufficient guarantees in respect of the technical security measures and organizational measures governing the Processing to be carried out and must ensure compliance with those measures. If the Processor is established within the EEA, the contractual means in place shall inter alia specify that the technical and organizational security requirements which are applicable in the Member State in which the Processor is established shall apply.

The agreement between the Controller and the Processor must inter alia specify that the Processor will implement appropriate technical and organisational measures and procedures, that the Processor will hand over all results to the Controller after the end of the Processing and not Process the Personal Data otherwise and that the Processor will make available to the Controller and the SA all information necessary to control compliance with the obligations of the Processor.

14.3 General on Transfers to Processors and sub-processors

Before transferring Personal Data to a Processor established in Countries either ensuring or not ensuring an adequate level of protection (for special restrictions regarding the latter, see paragraph 14.1), the Controller shall require that the Processor is obliged to fulfil the Processor's obligations as described in section 13.2.1-13.4 of these BCRs by entering into an agreement

with the Processor which comprises all the obligations set out in section 13.2-13.4 of these BCRs.

Before transferring Personal Data to another Processor (sub-processor) established in Countries either ensuring or not ensuring an adequate level of protection (for special restrictions regarding the latter, see paragraph 14.1), the Processor must obtain the prior specific consent from the Controller. Further, the Controller shall require that the Processor is obliged to fulfil the Processor's obligations as described in section 13.2.1-13.4 of these BCRs, including that the Processor undertakes vis-à-vis the Processor to be bound by identical terms with respect to inter alia the security requirements under the contract between the Controller and the Processor.

15. Training programs

15.1 Description of training programs

All employees of the members of the Norican Group with permanent or regular access to Personal Data, who are involved in the collection of Personal Data or in the development of tools used to Process Personal Data, are appropriately trained in information security awareness. Such training includes training on how to treat Personal Data in order to be compliant with these BCRs.

Within the first 14 days of employment all new employees intended to Process Personal Data will receive training and introduction regarding the Processing of Personal Data. The employee also needs to pass a test. After having passed the training and the test, the employee must confirm to follow the Norican GDPR policy, which holds references to the BCR policy and appendices.

Similarly, existing employees Processing Personal Data must also confirm to follow the updated Norican GDPR policy with references to the BCR policy and appendices.

The training programs are also used to make sure that all employees receive information about updates regarding the Norican Group's information security policy and to enable the Norican Group to re-train all employees if and when needed.

Employees with access to Special Categories of Personal Data (typically HR and IT employees) undergo special training regarding how to handle and work with these Personal Data according to the obligations of these BCRs.

Please see further details regarding training in appendix 3.

15.2 Review and approval by senior officers

The IT department registers who has completed the training and has acquired the required knowledge of information security awareness. In this way, the Norican Group is able to ensure and document that all relevant employees (i.e. employees directly or indirectly Processing Personal Data) are trained in and understand these BCRs.

The training programmes are reviewed and approved by Group Legal as well as the relevant local departments prior to initiation. Training is mandatory for enrolled employees.

18. Actions in case National Legislation takes precedence over the BCRs

18.1 Obligations prior to Transfers of Personal Data

Any member of the Norican Group Transferring Personal Data out of the EU/EEA evaluates, with help from the recipient, and taking into account the circumstances of the Transfer, prior to the Transfer if National Legislation will prevent the member of the Norican Group from fulfilling its obligations under these BCRs. In addition, the member of the Norican Group determines any required supplementary measures to be taken in accordance with section 18.3 below.

The Norican Group's Data Privacy Administrator reviews and approves the evaluation and any proposed supplementary measures.

18.2 Obligations where a Transfer of Personal Data already takes place

Where a member of the Norican Group already Transfers Personal Data out of the EU/EEA and National Legislation is amended or otherwise updated, the member of the Norican Group evaluates, before the amended or updated National Legislation enters into force, and with help from the recipient, if the amended or otherwise updated National Legislation prevents the member of the Norican Group from fulfilling its obligations under these BCRs. In addition, the member of the Norican Group determines required supplementary measures to be taken in accordance with section 18.3 below.

The Norican Group's Data Privacy Administrator reviews and approves the evaluation and any proposed supplementary measures.

18.3 Supplementary measures

Where the evaluation of National Legislation in accordance with section 18.1 and 18.2 of these BCRs requires supplementary measures, the Norican Group implements the required supplementary measures.

The Data Privacy Administrator reviews and approves any proposed supplementary measures.

If no sufficient supplementary measures can be put in place, the member of the Norican Group must suspend the Transfer immediately and, if the Transfer does already take place, the recipient must return the Transferred Personal Data and delete any existing copies.

18.4 National Legislation which requires a higher level of protection
Where National Legislation requires a higher level of protection of Personal Data than what is established under these BCRs, National Legislation shall prevail, and the Norican Group shall Process Personal Data in accordance with the National Legislation.

18.5 Documentation
The outcome of any evaluations carried out in accordance with section 18.1 and 18.2 of these BCRs and any proposed supplementary measures are documented and made available to the relevant SAs on request.

18.6 Notification in case of conflicts between National Legislation and the BCRs

In cases where a member of the Norican Group has reasons to believe that applicable National Legislation prevents the member from fulfilling its obligations under these BCRs or has or may have substantial effect on the guarantees provided by these BCRs, said member of the Norican Group promptly informs the management of Norican A/S and the Data Privacy Administrator unless such notification is prohibited by law (e.g. under criminal law to preserve the confidentiality of a law enforcement investigation).

Group Legal and the management of Norican A/S will under such circumstances make a managerial decision.

In addition, where any National Legislation a member of the Norican Group is subject to in a third country is likely to have a substantial adverse effect on the guarantees provided by these BCRs, the problem is reported to the competent SA. This includes any legally binding request for disclosure of the Personal Data by a law enforcement authority or state security body. In such a case, the competent SA should be clearly informed about the request, including information about the Personal Data requested, the requesting body, and the legal basis for the disclosure (unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation).

If in specific cases the suspension and/or the above notifications are prohibited, the member of the Norican Group shall use its best efforts to obtain the right to waive this prohibition in order to communicate as much information as the said member can and as soon as possible, and shall be able to demonstrate such efforts.

If, in the above cases, despite having used its best efforts, the member of the Norican Group is not in a position to notify the competent SAs, the member of the Norican Group annually provides the competent SAs with general information on the requests said member has received, including number of applications for disclosure, type of Personal Data requested, the identity of the requester if possible, the legal basis for the request etc.

In any event the transfers of Personal Data by a member of the Norican Group to any public authority cannot be massive, disproportionate and indiscriminate in a manner that would go beyond what is necessary in a democratic society.

- 18.7 Transfers and disclosures not authorised by EU/EEA law
Any judgment, whether by a court or a tribunal, and any decision of an administrative authority of a country outside the EU/EEA which requires a member of the Norican Group to Transfer or disclose Personal Data to a country outside the EU/EEA shall only be recognised or enforceable in any way if the judgment or decision is based on an international agreement, e.g. mutual legal assistance treaty, which is in force between the country outside the EU/EEA in question and the EU/EEA or EU/EEA member state, without prejudice to other grounds for Transfer of Personal Data pursuant to Chapter V of the Regulation.

19. Internal complaint mechanisms (incl. objections)

- 19.1 Description of internal complaint and objection handling process

Generally, the Data Subjects can submit a complaint via phone, e-mail, in-person, etc. to the following persons of any member of the Norican Group:

- Managers
- HR partners
- Data Privacy Administrator

The Norican websites and the intranet include contact details and information on how the Data Subjects can file a complaint.

A complaint may also be forwarded directly to the parent company Norican A/S:

Norican A/S
Højager 8
Høje Tåstrup
2630 Taastrup
Denmark

Att. Data Privacy Administrator/DPA

Email: dpa@noricangroup.com

Phone: +4544505050

When the complaint has been filed, the complaint is reviewed and assessed by the Data Privacy Administrator. If further information is required in order to assess the complaint, the Data Subject and/or relevant persons within the Norican Group may be contacted. Acknowledge of the complaint or objection shall be forwarded to the Data Subject within 5 business days.

The complaint is considered by the Data Privacy Administrator and a decision in relation to the complaint is presented to the Data Subject within one month. If it is not possible to make a decision within one month the Data Subject is informed of the grounds for this and of the time (not exceeding 3 months from receipt) at which the decision can be expected to be provided.

If the complaint is justified, the management of Norican A/S and the Data Privacy Administrator prepares and implements relevant measures within the members of the Norican Group to ensure that any Processing activity related to the complaint is rectified.

If the complaint is not justified within a member of the Norican Group, the said member is not entitled to close or reject the complaint without having consulted the Data Privacy Administrator. If necessary, the Data Privacy Administrator consults the management of Norican A/S, who will make a managerial decision, eventually under advice by internal and/or external legal capacities.

Without prejudice to any other administrative or judicial remedy, the Data Subject may at any time before, during or after the complaint process raise a complaint with a competent SA, in particular in the Member State of his or her habitual residence, place of work or place of the alleged infringement if the Data Subject considers that the Processing of Personal Data relating to him or her infringes the BCRs.

In addition and without prejudice to any available administrative or non-judicial remedy, including the right to raise a complaint with a competent SA, the Data Subject may at any time before, during or after the complaint process bring a case before the courts of the Member State where the Data Controller or Data Processor in question has an establishment. Alternatively, such proceedings may be brought before the courts of the Member State where the Data Subject has his or her habitual residence.

In case of infringements by a member of the Norican Group established outside the EU/EEA giving rise to claims from data subjects, the provisions in Section 21.1 apply.

20. Third party beneficiary rights

20.1 Right to enforcement

These BCRs grant rights to and entitle Data Subjects to enforce parts of these BCRs as third party beneficiaries in relation to all Processing covered by these BCRs.

More specifically, the principles which are enforceable as third party beneficiary rights are:

- Third party beneficiary rights and the right to enforcement, cf. section 20;
- Purpose limitation, cf. section 4;
- Data quality and proportionality, cf. section 5;
- Criteria for making the Processing legitimate, cf. section 6 and 7;
- Transparency and easy access to these BCRs, cf. section 9 and 20.2;
- Rights of access, rectification, erasure, restriction of Personal Data, data portability and objection to the Processing, cf. section 10;
- Rights in case automated individual decisions are made, cf. section 11;
- Security and confidentiality, cf. section 12;
- Restrictions on Onward transfers outside members of the Norican Group, cf. section 14;
- Actions in relation to national legislation preventing respect of these BCRs, cf. section 18;
- Right to complain through the internal complaint mechanisms of the Norican Group, cf. section 19;

- Cooperation duties with the SAs, cf. section 22;
- Jurisdiction and liability provisions cf. section 21.

20.2 Access to the BCRs

Every Data Subject covered by these BCRs have easy access to these BCRs.

The access method depends on the role of the Data Subject. Data Subjects who are employees within a member of the Norican Group have access to these BCRs through the Norican Group's intranet or via paper. Data Subjects who are not employees within the Norican Group – Data Subjects related to Norican as customers or suppliers, applicants who are seeking employment in a member of the Norican Group and other persons and/or business partners associated with the Norican Group – are informed of these BCRs and where to find them electronically on Norican's global websites where a public version of the BCRs is made available.

Please see further details regarding the content of the publicly available version of the BCRs in section 9.1.

21. Liability

21.1 Responsibility

If a Data Subject wishes to enforce the above third party beneficiary rights, cf. section 20, the Data Subject can choose to file such claim against the relevant member of the Norican Group or against Norican Global A/S.

The member of the Norican Group undertakes to take the necessary actions to remedy any breaches of these BCRs. If such remedy is not taken by the member of the Norican Group, Norican A/S instructs such necessary action to remedy the breach to the extent deemed relevant and necessary by Norican A/S.

Norican Global A/S agrees to take the necessary action to remedy the acts of other members of the Norican Group outside of the EU/EEA.

Norican Global A/S is liable for any breaches of the BCRs by members of the Norican Group established outside of the EU/EEA.

If a member of the Norican Group outside the EU/EEA violates the BCRs, the courts or other competent authorities in the EU/EEA have jurisdiction and the Data Subject has the rights and remedies against Norican Global A/S as if the

violation had taken place by Norican Global A/S instead of the member of the Norican Group outside the EU/EEA.

Any Data Subject who has suffered damage (material and/or non-material damage) as a result of a Processing operation unlawful or in other way incompatible with the BCRs may be entitled to receive compensation from Norican Global A/S. If Norican Global A/S proves that the member of the Norican Group outside EU/EEA is not responsible for the event giving rise to the damage, Norican Global A/S may discharge itself from any responsibility.

Individuals covered by the scope of the BCRs are entitled to raise a complaint and enforce compliance with the rules both via the competent SA(s) and courts as described in the last two paragraphs of section 19 and in this section.

21.2 Burden of proof

The burden of proof to demonstrate that a member of the Norican Group outside the EU/EEA is not liable for any violation of the BCRs which has resulted in the Data Subject claiming damages lies with Norican Global A/S

If Norican Global A/S can prove that the member of the Norican Group outside the EU/EEA is not responsible for the event giving rise to the damage, it may discharge itself from any responsibility.

22. Mutual assistance and cooperation with SAs

22.1 The Norican Group agrees to cooperate with the relevant SAs, including by replying within a reasonable time frame to all requests the SAs may make regarding the Norican Group's BCRs.

22.2 The Norican Group agrees to have audits carried out by the relevant SAs.

22.3 The Norican Group undertakes to take into account the advice and abide by the decisions of the relevant SAs regarding any issues relating to the Norican Group's BCRs.

23. Updates of the BCRs

23.1 The BCRs has a specific version number. If the BCRs are updated, the version number will change.

23.2 Substantial changes of BCRs inflicts a change in corporate policy, which can only be decided by Norican A/S.

- 23.3 Any changes of BCRs are informed to all members of the Norican Group without undue delay.
- 23.4 Group Legal keeps a fully updated list of the members of the Norican Group and keeps track of and record any updates to the rules and provide the necessary information to the Data Subjects or SAs upon request.
- 23.5 Norican A/S undertakes to inform the relevant SA promptly of any amendments that will possibly affect the level of the protection offered by the BCRs or significantly affect the nature of the BCRs. Other changes, including changes in the list of BCR members, are communicated to the relevant SA once a year with a brief explanation of the reasons justifying the update.
- 23.6 No Transfer of Personal Data under these BCRs is made to a new member of the Norican Group until such member is effectively bound by and can deliver compliance with the BCRs (becomes a member of the Norican Group).

24. Relationship between national law and the BCRs

- 24.1 In cases where local legislation requires a higher level of protection for Personal Data than granted by these BCRs, the local legislation takes precedence over these BCRs.
- 24.2 In any event, Personal Data shall be Processed in accordance with applicable Union or Member State law and these BCRs.

25. Effective date and termination

- 25.1 These BCRs take effect on 28-MAR-2023 and will be in effect for an unspecified duration until replaced by a newer version or terminated by decision of the board of Norican A/S.
- 25.2 If a member of the Norican Group, which is established in a country outside the EU/EEA, ceases to be part of the Norican Group, these BCRs continue to apply to the Processing of personal data transferred to the member in accordance with these BCRs. The BCRs apply until the member deletes or returns the Personal Data to the member of the Norican Group at the origin of the Transfer, if the law of the country in which said former member is based allows this.

26. Appendix

Appendix 1: Material scope of the BCRs, including categories of Personal Data

Appendix 2: List of companies covered by the Norican BCRs

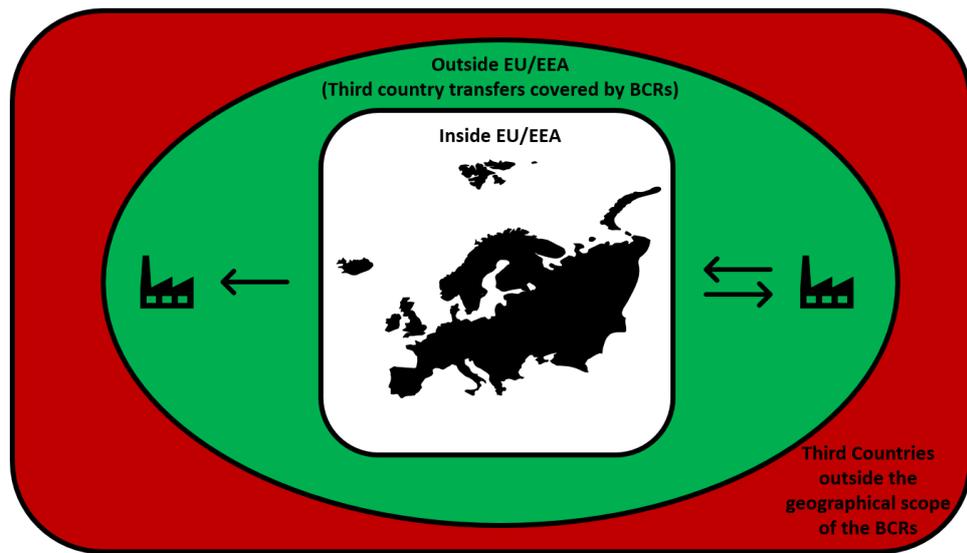
Appendix 1 – Material Scope of the BCRs, including categories of Personal Data

1. **General description of the transfers under the BCRs**

These Binding Corporate Rules (BCRs) are implemented in order to provide adequate security for employees, applicants who are seeking employment in a member of the Norican Group, customers, suppliers and other persons associated with the Norican Group when Personal Data are transferred between members of the Norican Group.

The extent of the data flow within the Norican Group is in broad terms centralized around the central departments of Norican A/S in Denmark as a result of the internal IT architecture and management structure of the Norican Group.

According to the simple illustration below, Personal Data flows from members of the Norican Group within the EU/EEA to members of the Norican Group outside the EU/EEA when Personal Data are transferred either as a single transfer (inside EU/EEA → outside EU/EEA) or as a part of a set of transfers where data originally flows from the member of the Norican Group located outside the EU/EEA to the central departments of the Norican Group located inside the EU/EEA and backwards or onwards to other members of the Norican Group (outside EU/EEA → inside EU/EEA → outside EU/EEA), e.g. in relation to Processing of HR data stored and/or otherwise processed in HR systems operated within the departments located in Denmark.



With respect to HR data, the data flow is primarily focused on the local HR Departments in the members of the Norican Group and, in some cases, onwards to other members of the Norican Group.

In relation to Processing of Personal Data in relation to logging of IT-use, the data flow is primarily from the IT-systems in the members of the Norican Group to Group IT, which is located in Denmark, operated by Norican Group ApS.

In relation to Personal Data regarding customers and other business relations of the Norican Group, the data flow is primarily from sales and marketing departments of members of the Norican Group to central departments in Denmark via a central database in Denmark operated by the Danish Norican entity, and onwards to the same member or other members of the Norican Group.

In relation to Personal Data regarding suppliers, the data flow is primarily from procurement departments of members of the Norican Group to the central departments in Denmark via a central database in Denmark operated by Norican Group ApS and onwards to the same member or other members of the Norican Group.

2. The nature and categories of Personal Data

2.1 The nature of the Personal Data covered by these BCRs is categorized as data relating to staff administration and recruitment processes, e.g. hiring and dismissal, performance, pay roll, travel management, career opportunities, disciplinary sanctions, etc. (including Personal Data on applicants who are seeking employment in a member of the Norican Group and Personal Data on logging of IT-use), as well as Personal Data relating to the establishment,

maintenance and development of the relationship with customers, suppliers, and partner firms as well as other business relations of the Norican Group.

The categories of Personal Data are described thoroughly below.

2.2 Human resource data (HR data):

The Personal Data may be categorized into the following categories within the broad term human resource data:

2.2.1 Human resource master data:

E.g. Name, picture, alias, initials, company related identification numbers, username and passwords related to IT systems when logging into systems, nationality and citizenship, social security number, birth date, birth place, gender, marital status, number and age of children, closest relatives (emergency contacts), address, phone numbers, e-mail, hiring date, seniority date, contract information, employee type (salaried, hourly paid, external etc.), title, organizational placement, job description, evaluation, job history, working place, employment address, copy of passport, copy of driver's license, hours per week, shift, leave, maternity leave, collective agreements, sickness, copy of medical files, job application and resume (CV) (may include Personal Data on former employees).

2.2.2 Salary information:

E.g. Base salary, overtime and additional payments, bonus and benefits (cars, computers, newspapers etc.), salary regulation dates (future and historic), holidays (holiday allowance – earning and spending), pension information, tax information, bank information, refunds for expenses, allowance for travels, mileage allowance, refunds in relation to sickness/education, salary slip, time registration.

2.2.3 Documents regarding employment:

E.g. Contracts, allonges, notice of changes to the contract, warnings, documents in relation to sickness (statements from doctors, notice of medical treatments, documents regarding pregnancy), special arrangements (e.g. flexible job for people with a reduced ability to work etc.), minutes from meetings between manager and employee, certificates for training and education, residence permit, working permit.

2.2.4 Information regarding training, development and career planning:

E.g. Development plans, needs for training and development, skills/abilities, completed courses/training, commenced courses/training, training results, career wishes, career potential, psychological and cognitive tests used in recruitment and development.

2.2.5 Performance reviews:

E.g. Performance reviews, goals, evaluations from round table reviews.

- 2.2.6 International mobility:
E.g. Expatriation wishes for expatriation, visa (applications, issue and expiry dates).
- 2.2.7 Personal Data on applicants who are seeking employment in a member of the Norican Group:
E.g. Name, contact details, job application, resume (CV) and results of personality tests.
- 2.2.8 Travel management:
E.g. Credit card information, travel information (plane, train, car rental, hotel, airport parking, meals), passport number, birthdays, preferences as regards airplane seats.
- 2.2.9 Expenses and Reimbursement management:
E.g. Name, title, location, personal profiles, birthdays, travel information (plane, train, car rental, hotel, airport parking, meals).
- 2.2.10 Logging of IT use:
Logging of the employee's use of IT-systems that the person is authorized for.
- 2.3 Personal Data relating to customers (businesses), suppliers and other business relations of Norican Group)
 - 2.3.1 E.g. Gender, title, initials, first name, prefix, last name, job title, address, city, telephone number, mobile phone number, fax, e-mail, status, language, job description, ZIP code, ip-addresses username and passwords.

3. The type of processing and its purposes

- 3.1 As a multinational group, central departments of the Norican Group located within the EU/EEA provide intra group shared services to its subsidiaries in order to support the effectiveness, consolidation and quality, including compliance with legal obligations and internal rules, of the procedures within the group.

Such services count the provision and service of shared IT systems and platforms, support and other staff functions within management, HR administration, accounting and finance, marketing and operations, including product development, production, selling and distribution of Norican's products and services, and internal monitoring of the business (Business Intelligence).

- 3.2 The purposes of transfer and Processing of the HR data are supervision, management and payment of employees, travel management, to assess employees' training and development needs, to develop and maintain the employment relationship between the employer and the employee, to support the Norican Group's development, logging of IT-use and to optimize the global HR processes within the Norican Group.
- 3.3 The purposes of transfer and Processing of Personal Data relating to customers (businesses) and other business relations of the Norican Group are to enable the Norican Group to use Personal Data about the Norican Group's customers and other business relations in order to fulfil purchase orders and agreements entered into by a member of the Group, distribute newsletters and other marketing campaigns, improve the Norican Group's levels of service and products as well as sales and marketing efforts and to strengthen the position and communication between the Norican Group and its customers and other business relations.
- 3.4 The purposes of transfer and Processing of Personal Data relating to suppliers are to enable the Norican Group to use Personal Data about the Norican Group's suppliers in order to fulfil order and agreements entered into by a member of the Group, improve the Norican Group's procurement procedures and to strengthen the position and communication between the Norican Group and its suppliers.

4. The types of Data Subjects affected

The Processing of Personal Data under the BCRs affects the following types of Data Subjects:

- Employees of members of the Norican Group
- Applicants who are seeking employment in a member of the Norican Group
- Employees of customers (businesses), suppliers and other business relations of Norican Group
- Customers (end-users)

5. The identification of countries, including third countries

The Norican Group consists of entities currently located in 18 different countries around the world.

In 2021 these countries are:

Denmark, India, Switzerland, the Czech Republic, Japan, Thailand, Hong Kong, China, United Kingdom, France, British Virgin Islands, USA, Canada, Mexico, Germany, Poland, Spain and Italy.

A list of members of the Norican Group covered by these BCRs is available in Appendix 2.

Appendix 2 - List of companies covered by BCR

Entity Name	Country	Registration or VAT No.	Address
Bhadra Castalloys Private Limited	IN	29AAGCB5535L1ZA	C-15, Industrial Estate, Lower Hutha, Bhadravathi - 577301 Karnataka India
Castalloy Europe Limited	UK	10418987	Heath Road, Wednesbury WS10 8LP United Kingdom
Castalloy, Inc.	US	33-0781351	1701 Industrial Lane, Waukesha, WI, 53189 United States
DISA (Changzhou) Machinery	CN	913204116081B	Room 2106-2107, Tower 1, Shanghai Jin Hong Qiao International Center, No. 523, Loushanguan Road, Changning District, 200051 Shanghai China
DISA Holding A/S	DK	28301901 / VAT#DK18802996	Højager 8, 2630 Taastrup, Denmark
DISA Holding AG	CH	J000053678/8	Kasernenstrasse 1, 8184 Bachenbülach Switzerland
DISA Holding II A/S	DK	30085590 / VAT#DK18802996	Højager 8, 2630 Taastrup Denmark
DISA Holding LLC	US	45-0641505	1606 Executive Drive, LaGrange, GA, 30240 United States
DISA India Limited	IN	29AAACG5030F1ZY	5th Floor, Kushal Garden Arcade 1A, Peenya 2nd Phase, 560 058 Bangalore India
DISA Industrie AG	CH	502776867RCS / J000111881/7 / VAT# 394.423	Kasernenstrasse 1, 8184 Bachenbülach, Switzerland
DISA Industrieanlagen GmbH	DE	HRB2508	Heinrich-Schlick-Strasse 2, 48629 Metelen Germany
DISA Industries A/S	DK	DK18802996	Højager 8, 2630 Taastrup Denmark
DISA Industries Inc.	US	362644555	1606 Executive Drive, LaGrange, GA, 30240 United States
DISA K.K.	JP	366102	6F, Nagoya Marunouchi Bldg, 3-5-10 Marunouchi Naka-ku, 460-0002 Nagoya Japan

DISA Technologies Private Limited	IN	29AACD5133A1Z5	5th Floor, Kushal Garden Arcade 1A, Peenya 2nd Phase, 560 058 Bangalore India
IP Mexico Die Casting S.A. de C.V.	MX	IMD150116835	Rectangulos #214-A, Parque Industrial Arco Vial, Garcia, Nuevo Leon Mexico
Italpresse France S.a.r.l.	FR	FR 36303526685	36 Avenue Des Arrivaux, Z.I. De Chesnes, 38070 Saint-Quentin-Fallavier France
Italpresse Industrie (Shanghai) Co. Ltd.	CN	913100007878371000	Room 2106-2107, Tower 1, Shanghai Jin Hong Qiao International Center, No. 523, Loushanguan Road, Changning District, 200051 Shanghai China
Italpresse Gausse SpA	IT	IT 08900010961	Via Trento 178, 25020, Capriano del Colle (Brescia) Italy
Italpresse of America, Inc.	US	10001090967 / FEIN 39-1926781	1606 Executive Drive, LaGrange, GA, 30240 United States
Light Metal Casting Equipment GmbH	DE	DE298614190	Hohe Straße 14, 51643 Gummersbach, Germany
Light Metal Casting Solutions Group GmbH	DE	DE298617212	Hohe Straße 14, 51643 Gummersbach Germany
LMCS Group Holding GmbH	DE	DE314843296	Hohe Straße 14, 51643 Gummersbach Germany
Matrasur Composites SAS	FR	FR10420865313	28-30, Rue de Tournenfiles 91540 Mennecy France
Norican A/S	DK	DK36458771	Højager 8, 2630 Taastrup Denmark
Norican Digital GmbH	DE	DE308858393	c/o Mindspace, Rosental 7, 80331 München Germany
Norican Group ApS	DK	CVR31286042 US FEIN 98-0625600 / VAT# DK18802996	Højager 8, 2630 Taastrup Denmark
Norican Holdings ApS	DK	CVR31286042	Højager 8, 2630 Taastrup Denmark
Striko UK Limited	UK	GB488773475	Unit 24, Jupiter Business Park, Hixon ST18 0PF United Kingdom
StrikoWestofen de Mexico, S.A. de C.V	MX	SMF160707APA	Rectangulos #214-A, Parque Industrial Arco Vial, Garcia, Nuevo Leon Mexico

StrikoWestofen Dynarad Furnace Corporation	US	94-3319220	1606 Executive Drive, 30240 LaGrange Georgia United States
StrikoWestofen GmbH	DE	DE253235981	Hohe Straße 14, 51643 Gummersbach Germany
StrikoWestofen Thermal Equipment (Taichang) Co. Ltd.	CN	91320585676389343T	Room 1008, No. 319 Middle Zhenghe Road Dongting Building German Center Taicang City 215400 Jiangsu Province China
SWO Holding GmbH	DE	DE865420892	Hohe Straße 14, 51643 Gummersbach Germany
WG Global, LLC	US	41-2084532	1606 Executive Drive, 30240 LaGrange, Georgia United States
WG Plus de Mexico S de R, I de CV	MX	WPM050901S64	Rectangulos #214-A, Parque Industrial Arco Vial, Garcia, Nuevo Leon Mexico
WGH UK Holdings, Ltd.	UK	682 5298809024	Wheelabrator House, 22 Edward Court, Altrincham WA14 5GL United Kingdom
WGH UK Limited	UK	680 3430302346	Wheelabrator House, 22 Edward Court, Altrincham WA14 5GL United Kingdom
Wheelabrator (Delaware) LLC	US	6180431	1606 Executive Drive, 30240 LaGrange Georgia United States
Norican Czech s.r.o	CZ	CZ49822977	Za Balonkou 269261 01, Pribram 1 Czech Republic
Wheelabrator Group (Canada), ULC	CA	98-1021477	1606 Executive Drive, 30240 LaGrange Georgia United States
Wheelabrator Group GmbH	DE	VAT#: DE 124389433 / Tax ID#: 311/5830/4894	Heinrich-Schlick-Strasse 2, 48629 Metelen Germany
Wheelabrator Group Holding GmbH	DE	VAT#: DE 124389433; Tax ID#: 311/5830/4919	Heinrich-Schlick-Strasse 2, 48629 Metelen Germany
Wheelabrator Group Limited	UK	682 8008015525	Wheelabrator House, 22 Edward Court, Altrincham WA14 5GL United Kingdom
Wheelabrator Group SAS	FR	5122149802	28-30, Rue de Tournenfiles, 91540 Mennecy France
Wheelabrator Group SLU	ES	ESB63699557	Gran Via de les Courts Catalanes, 133, At.B 08014 Barcelona Spain

Wheelabrator Group, Inc.	US	33-0729397	1606 Executive Drive, 30240 LaGrange Georgia United States
Wheelabrator OFT GmbH	DE	VAT#: DE124389433; Tax ID#: 311/5830/4908	Heinrich-Schlick-Strasse 2, 48629 Metelen, Germany
Wheelabrator Technologies (UK) Ltd.	UK	98-0406651	Wheelabrator House, 22 Edward Court, Altrincham WA14 5GL United Kingdom
DISA Trading (Shanghai) Co. Ltd.	CN	91310000662454300	Room 2106-2107, Tower 1, Shanghai Jin Hong Qiao International Center, No. 523, Loushanguan Road, Changning District, 200051 Shanghai China
Simpson Technologies Corporation (USA)	US		751 Shoreline Dr, Aurora, IL 60504, USA
Westman Simpson Technologies Privat Limited	IN		Wesman Center, 8 Mayfair Road, Kolkata 700019
Simpson Technologies GmbH	DE		Roitzheimer Strasse 180, D-53879 EUSKIRCHEN, Germany
Webac S.r.o.	CZ	61856371	Za Balonkou 269 CZ-261 01, Pribram 1