

**SHELL CUSTOMER, SUPPLIER AND BUSINESS PARTNER PRIVACY RULES**

**Contents**

- 1 Article 1 - Scope and Applicable Law ..... 2
- 2 Article 2 - Purposes for Processing Individual Data..... 3
- 3 Article 3 - Processing Sensitive Individual Data ..... 4
- 4 Article 4 - Individual consent ..... 5
- 5 Article 5 - Quantity and Quality of Data ..... 6
- 6 Article 6 - Information Requirements ..... 6
- 7 Article 7 - Individual Rights of Access and Rectification ..... 7
- 8 Article 8 - Security and Confidentiality Requirements ..... 8
- 9 Article 9 - Direct Marketing..... 9
- 10 Article 10 - Automated Decision Making ..... 100
- 11 Article 11 - Transfer of Individual Data to Third Parties ..... 11
- 12 Article 12 - Overriding Interests..... 13
- 13 Article 13 - Supervision and Compliance ..... 14
- 14 Article 14 - Complaints procedure ..... 14
- 15 Article 15 - Remedies ..... 15
- 16 Article 16 - Sanctions for non compliance..... 16
- 17 Article 17 - Effective Date, Transition Periods and publication ..... 16

Appendices

- A. Appendix 1 - Definitions..... 18

## **Introduction**

Shell Companies are committed to the protecting of personal data of (amongst others) their Customers, Suppliers and Business Partners. This Customer, Supplier and Business Partner Privacy Rules (“the Rules”) describes how this principle is to be implemented.

For the rules applicable to Employee Data, refer to the Employee Privacy Rules.

Capitalized terms used in these Rules are defined in the text of the Rules or in Appendix 1.

For practical reasons, male gendering has been used in all cases involving female and male individuals.

## **1 Article 1 – Scope and Applicable Law**

### **1.1 Scope**

These Rules address the Processing of Personal Data of any Individual working for or with Customers, Suppliers and Business Partners (“Individual Data”) controlled by a Shell Company or the Processing by a Third Party for such Shell Company.

These Rules do not address the processing of Employee Data.

These Rules apply only to the Processing of Individual Data by electronic means, or to Individual Data kept in systematically accessible paper-based filing systems..

The obligations of Shell Companies in relation to the transfer of Individual Data to Third Parties are especially and exhaustively addressed in Article 11 of these Rules.

### **1.2 Supplemental protection provided by the Rules**

The Processing of Individual Data by Shell Companies is in principle governed by the local law applicable to the Processing. Individuals keep their own rights and remedies as available in their local jurisdictions. These Rules shall apply only if and to the extent they contain supplemental safeguards, rights or remedies of Individuals with regard to Individual Data over and above those set out in applicable local law. Where applicable local law provides more protection than these Rules, local law shall apply.

### **1.3 Conflicting provisions of mandatory local law and related country specific provisions**

Where a requirement pursuant to these Rules to transfer Individual Data conflicts with the applicable local mandatory laws of the Member States of the EEA or the law of Switzerland, the transfer requires the prior approval of the Chief Privacy Officer.

In all other cases, where there is a conflict between applicable local law and these Rules, the relevant Shell Company shall consult with the Chief Privacy Officer to determine how to comply with these Rules and resolve the conflict to the extent reasonably practicable given the legal requirements applicable to the relevant Shell Company.

Any request, complaint or claim of an Individual involving these Rules and handled in accordance with Article 7.5, 14 or 15 of these Rules, will be judged against the provisions of the Rules that are in force at the time the request, complaint or claim is made.

#### **1.4 Law governing the Rules and Lead authority for supervision of Rules**

Without prejudice to Articles 1.2 and 1.3 above, these Rules shall be exclusively governed by Netherlands law. The Dutch Data Protection Authority is the lead authority for the supervision of these Rules.

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

### **2.1 Legitimate Business Purpose**

Shell Companies will only collect, use or otherwise Process Individual Data for one or more of the following Business Purposes:

- (i) Development and improvement of products and/or services.

This purpose includes Processing that is necessary for the development and improvement of a Shell Company's products and/or services, research and development;

- (ii) Conclusion and execution of agreements with Customers, Suppliers and Business Partners.

This purpose addresses the Processing of Individual Data necessary to conclude and execute agreements with Customers, Suppliers and Business Partners and to record and financially settle delivered services, products and materials to and from a Shell Company;

- (iii) Relationship management and marketing.

This purpose addresses activities such as maintaining and promoting contact with existing and prospective Customers, Suppliers and Business Partners, account management, customer service and the development, execution and analysis of market surveys and marketing strategies;

- (iv) Business process execution, internal management and management reporting.

This purpose addresses activities such as managing company assets, conducting (internal) audits and investigations, finance and accounting, implementing business controls, provision of central processing facilities for efficiency purposes, managing mergers, acquisitions and divestitures, and Processing Individual Data for management reporting and analysis;

- (v) Health, safety and security.

This purpose addresses activities such as those involving safety and health, the protection of Shell Company and Employee assets, and the authentication of Customer, Supplier or Business Partner status and access rights

- (vi) Compliance with legal obligations.

This purpose addresses the Processing of Individual Data necessary for compliance with a legal or regulatory obligation to which a Shell Company is subject; or

- (vii) Protection vital interests of Individuals.

This is where Processing is necessary to protect the vital interests of an Individual.

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

Individual Data may be Processed for a different legitimate Business Purpose (the "Secondary Purpose") than the purpose for which such Individual data was originally collected (the "Original Purpose") only if the Original Purpose and Secondary Purpose are closely related. Depending on the sensitivity of the relevant Individual Data and whether use of the Individual Data for the Secondary Purpose has potential negative consequences for

the Individual, the Shell Company Processing the Individual Data for a Secondary Purpose must take additional measures to protect the Individual's interests where necessary.

Shell Companies shall generally be free to Process Individual Data for one or more of the following Secondary Purposes:

- (i) transfer of the Individual Data to an Archive;
- (ii) internal audits or investigations;
- (iii) implementation of business controls;
- (iv) statistical, historical or scientific research;
- (v) dispute resolution, or legal or administrative proceedings
- (vi) legal or business consulting; or
- (vii) Insurance purposes.

### **3 Article 3 – Processing Sensitive Individual Data**

#### **3.1 Specific purposes for Processing Sensitive Individual Data**

Shell Companies shall not Process Sensitive Individual Data unless this is necessary to serve a relevant Business Purpose. The following specific purposes are, for each of the categories of Sensitive Individual Data listed below, considered to be relevant Business Purposes for which such Sensitive Individual Data may be processed:

- (i) **Racial or ethnic data** (including pictures and moving images of an Individual): in some countries photos and video images of Individuals qualify as racial or ethnic data. A Shell Company may process photos and video images for the protection of such Shell Company and Employee assets, site access and security reasons, and the authentication of Customer, Supplier or Business Partner status and access rights;
- (ii) **Criminal data** (including data relating to criminal behaviour, criminal records or proceedings regarding criminal or unlawful behaviour) for protecting the interests of a Shell Company with respect to criminal offenses that have been or, given the relevant circumstances are suspected to have been, committed against a Shell Company or its Employees;
- (iii) **Physical health data** (including any medical opinion of physical health and data relating to disabilities: for emergency and/or (exposure) management programs on hazardous substances and performing epidemiological studies.

#### **3.2 General Purposes for Processing of Sensitive Individual Data**

In addition to the specific purposes listed in Article 3.1 above, all categories of Sensitive Individual Data may be Processed:

- (i) if the Individual, or if appropriate the Customer, Supplier or other Business Partner, has given explicit consent to the Processing thereof;
- (ii) as required by or allowed under applicable local law (but the latter only after prior approval of the relevant DP Advisor);
- (iii) for the establishment, exercise or defense of a legal claim;
- (iv) to protect a vital interest of an Individual but only where it is reasonably not possible to obtain the Individual's consent first;
- (v) to the extent necessary to comply with an obligation other than local data protection

law including obligations of international public law but only after prior approval of the relevant DP Advisor or

### **3.3 Use of Sensitive Individual Data for Secondary Purposes**

Sensitive Individual Data may be Processed for Secondary Purposes in accordance with Article 2.2.

## **4 Article 4 – Individual consent**

### **4.1 General**

A Shell Company shall seek the Individual's consent, or where appropriate the consent of the Customer, Supplier or Business Partner, for the Processing of Individual Data, if this is required by applicable local law.

No consent is required or consent shall be considered to have been granted when Individual Data are provided by a Customer, Supplier or Business Partner for the Business Purpose as described in Article 2.1 under (ii) of these Rules.

If a Processing is undertaken at the Individual's request or at the request of the Customer, Supplier or Business Partner (e.g., he subscribes to a service or seeks a benefit), the Individual shall be considered to have granted consent to the Processing.

### **4.2 Information to be provided when seeking Individual consent**

When seeking Individual consent, the relevant Shell Company will inform the Individual:

- (i) of the purpose of the Processing;
- (ii) which Shell Company is responsible for the Processing;
- (iii) that the Individual is free to refuse or withdraw his consent at any time; and
- (iv) of other relevant information.

### **4.3 Individual consent for transfer of Individual data to a Third Party in a Non-Adequate Country**

Article 11.6 contains provisions governing the transfer of Individual Data to Third Parties located in a Non-Adequate Country.

If none of the grounds listed in Article 11.6 exist, the relevant Shell Company may transfer the Individual Data to a Third Party located in a Non-Adequate Country only after obtaining the consent of the Individual concerned.

The Individual or where appropriate the Customer, Supplier or Business Partner, shall in such case be provided with the following information:

- (i) the purpose of the transfer;
- (ii) the identity of the transferring Shell Company;
- (iii) the identity or categories of Third Parties to which the Individual Data will be transferred;
- (iv) the categories of Individual Data that will be transferred;
- (v) the country to which the Individual Data will be transferred;
- (vi) the fact that the Individual Data will be transferred to a Non-Adequate Country; and
- (vii) that the Individual is free to refuse or withdraw his consent at any time.

## **5 Article 5 – Quantity and Quality of Data**

### **5.1 No Excessive Data and Storage period**

Shell Companies shall not Process Individual Data unless this is reasonably necessary for the relevant Business Purpose. Shell Companies shall retain Individual Data only for the period required to serve the applicable Business Purpose, to the extent reasonably necessary to comply with an applicable legal requirement or as advisable to protect the rights of relevant Shell Companies and/or their Employees and/or Individuals as the case may be. Shell Companies may specify (e.g., in a sub-policy, notice or records retention schedule) a time period for which certain categories of Individual Data should be kept.

### **5.2 Quality of Data**

All Shell Companies shall take reasonable measures to ensure that Individual Data controlled by them are accurate, complete and up-to-date. Such measures may include the establishment of technical facilities that periodically require Individuals, Customers, Suppliers or Business Partner to check the Individual Data as provided by them.

Individuals, Customers, Suppliers or Business Partners are responsible for keeping their Individual Data up-to-date where Shell Companies require or enable them to do so.

## **6 Article 6 – Information Requirements**

### **6.1 Information to Individuals, Customers, Suppliers or Business Partners**

Shell Companies shall inform the relevant Individuals, Customers, Suppliers or Business Partners through a published privacy policy or notice about:

- (i) the Business Purposes for which the Individual Data are Processed;
- (ii) which Shell Company is responsible for the Processing; and
- (iii) other relevant information.

The responsible Shell Company does not have to provide this information if and to the extent such information has previously been made available to the Individual, Customer, Supplier or Business Partner concerned, either individually or by means of general notifications.

### **6.2 Information requirements when Individual Data are not obtained directly**

If applicable local law so requires, where Individual Data have not been obtained directly from the Individual, Customer, Supplier or Business Partner, the responsible Shell Company shall provide the Individual or the Customer, Supplier or Business Partner where appropriate with the information as set out in Article 6.1:

- (i) at the time that the Individual Data are recorded in a Shell Company database; or
- (ii) at the time that the Individual Data are used for marketing purposes, provided that the marketing is done within six months after the Individual Data are recorded in a Shell Company database.

### **6.3 The requirements of Article 6.2 may be set aside if:**

- (i) it is impossible or would involve a disproportionate effort to provide the information to Individuals; or
- (ii) it results in disproportionate costs.

These exceptions to the above requirements qualify as Overriding Interests.

## **7 Article 7 – Individual Rights of Access and Rectification**

### **7.1 Rights of Individuals**

Every Individual shall have the right to request a Shell Company which he reasonably believes to have Processed Individual Data pertaining to him for an overview of this Data. If in the view of the addressed Shell Company another Shell Company is better placed to deal with the request, it may forward the request to this other Shell Company. Where reasonably possible, the overview shall contain information regarding the source, type, purpose and categories of recipients of the relevant Individual Data.

If the Individual Data are incorrect, incomplete or not Processed in compliance with applicable law or these Rules, the Individual shall have the right to have his Individual Data rectified, deleted or blocked, as the case may be.

In addition, the Individual shall have the right to object to the Processing of his Individual Data on the basis of compelling grounds related to his particular situation.

### **7.2 Procedure**

Any request made pursuant to Article 7.1 shall be made in writing and shall be sent to the Shell Company concerned or contact point as mentioned in the privacy statement or his usual contact person.

Prior to responding to a request of the Individual as specified in Article 7.1, the Shell Company concerned may require the Individual to:

- (i) specify the type of Individual Data to which the request relates;
- (ii) specify the data system in which his Individual Data likely are stored;
- (iii) specify the circumstances in which the Shell Company obtained the Individual Data;
- (iv) show proof of his identity; and/or
- (v) state the reasons why the Individual Data are incorrect, incomplete or not Processed in accordance with applicable law or these Rules.

### **7.3 Response period**

Within four weeks of receiving a request as specified in Article 7.1 the responding Shell Company shall inform the Individual in writing either:

- (i) of the Shell Company's response to the request; or
- (ii) if the Shell Company requires more time for a response, when the Individual will be informed of such response (with a maximum of 8 weeks after receipt of the request).

### **7.4 Denial of requests**

The relevant Shell Company may deny a request as referred to in Article 7.1 if and to the extent:

- (i) the request does not meet the requirements of Articles 7.1 and 7.2;
- (ii) the request is not sufficiently specific;
- (iii) the identity of the relevant Individual cannot be established by reasonable means;
- (iv) the request is made within an unreasonable time interval of a prior request or otherwise constitutes an abuse of rights. What constitutes an unreasonable time interval shall in each case be determined by the Shell Company handling the request on the basis of all relevant circumstances of the case. A time interval between

requests of 6 months or less shall generally be deemed to be an unreasonable time interval; or

- (v) the requests will cause disproportionate efforts or costs for the Shell Company concerned. What constitutes disproportionate efforts or costs shall in each case be determined by the Shell Company handling the request on the basis of all relevant circumstances of the case.

## **7.5 Complaint**

An Individual may file a complaint in accordance with Article 14.3 if:

- (i) the request is denied in accordance with Article 7.4;
- (ii) the Individual has not received any response within the timeframe specified in Article 7.3; or
- (iii) in case of the Individual has received a substantive response as provided in Article 7.3 (i), such response is unsatisfactory to the Individual; or
- (iv) in case of a deferral as provided for in Article 7.3 (ii), the Individual has objected to the deferred time for response and has not been provided with a shorter period acceptable to him.

## **8 Article 8 – Security and Confidentiality Requirements**

### **8.1 Data Security**

Shell Companies shall take appropriate, commercially reasonable technical, physical and organizational measures to protect Individual Data from misuse or accidental, unlawful, or unauthorized access, disclosure, alteration, destruction, loss, or acquisition.

### **8.2 Limitation of Access**

Shell Companies shall only grant access to an Employee or Third Party involved in Processing the Individual Data to the extent necessary to serve the applicable Business Purpose and to perform their job.

### **8.3 Confidentiality obligations**

Employees who access Individual Data in the course of their work for a Shell company must comply with their confidentiality obligations.



## **9 Article 9 – Direct Marketing**

### **9.1 Direct Marketing**

This Article sets forth requirements concerning the Processing of Individual Data for direct marketing purposes (e.g. contacting the Individual by email, fax, phone, SMS or otherwise, with a view of solicitation for commercial or charitable purposes).

## **9.2 Consent for Direct Marketing (opt-in)**

If applicable law so requires, the concerning Shell Company shall only sent to Individuals unsolicited commercial communication by fax, email, sms and mms with the prior consent of the Individual ("opt-in"). If applicable law does not require prior consent of the Individual, the concerning Shell Company shall in any event offer the Individual the opportunity to opt-out of such unsolicited commercial communication.

## **9.3 Exception (opt-out)**

Prior consent of the Individual for sending unsolicited commercial communication by fax, email, sms and mms is not required if:

- (i) an Individual has provided his electronic contact details to a Shell Company in the context of a sale of a product or service of such Shell Company; and
- (ii) such contact details are used for direct marketing of such Shell Company's own similar products or services
- (iii) provided that an Individual clearly and distinctly has been given the opportunity to object free of charge, and in an easy manner, to such use of his electronic contact details when they are collected by the Shell Company.

## **9.4 Information to be provided in each communication**

In every direct marketing communication that is made to the Individual, the Individual shall be offered the opportunity to opt-out of further direct marketing communication.

## **9.5 Objection to Direct Marketing**

If an Individual objects to receiving marketing communications from a Shell Company or withdraws his consent to receive such materials, the Shell Company will take steps to refrain from sending further marketing materials as specifically requested by the individual. The Shell Company will do so within the time period required by applicable law.

## **9.6 Third Parties and Direct Marketing**

No Individual Data shall be provided to, or used on behalf of, Third Parties for purposes of direct marketing without the prior consent of the Individual.

## **9.7 Personal Data of Children**

A Shell Company shall not use any Individual Data of Individuals under the age of fourteen (14) years for direct marketing.

## **9.8 Direct Marketing records**

Shell Companies shall keep a record of Individuals that used their "opt-in" or "optout" right and will regularly check to public opt-out registers.

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

Shell Companies may use automated tools in making decisions about Individuals, but may not base their decisions solely on the results provided by the automated tool. This restriction does not apply, however, if:

- (i) the use of automated tools is required or authorized by law; or
- (ii) the decision is made for purposes of entering into or performing a contract, provided the underlying request leading to a decision was made by the Individuals (e.g., where

- automated tools are used to filter promotional game submissions ); or
- (iii) measures are taken to safeguard the legitimate interests of the Individuals, e.g., the Individual has been provided with an opportunity to express his point of view as part of the decision making Process.

## **11 Article 11 – Transfer of Individual Data to Third Parties**

### **11.1 Transfer to Third Parties**

This Article sets forth requirements concerning the transfer of Individual Data by a Shell Company to a Third Party. In this context, “transfer of Individual Data” includes disclosure by or on behalf of a Shell Company of Individual Data to such Third Party in the context of, for example, corporate due diligence as well as provision by or on behalf of a Shell Company of remote access to Individual Data to a Third Party.

### **11.2 Third Party Controllers and Third Party Processors**

These Rules distinguish two categories of Third Parties:

- (i) Third Party Processors: Third Parties that Process Individual Data solely on behalf of the controlling Shell Company concerned and at its direction (e.g., Third Parties that Process online registrations made by Customers);
- (ii) Third Party Controllers: Third Parties that Process Individual Data and determine the purposes and means of the Processing themselves.

### **11.3 Transfer for applicable Business Purposes only**

Shell Companies shall only transfer Individual Data to a Third Party to the extent necessary to serve the applicable Business Purpose.

### **11.4 Third Party Controllers**

Third Party Controllers may Process Individual Data only if they have a written contract with a Shell Company. Each Shell Company shall seek to contractually protect the data protection interests of the Individuals if it engages with a Third Party Controller. This obligation shall not apply in respect of government agencies.

### **11.5 Third Party Processors**

Each Shell Company shall ensure that a Third Party Processor engaged by it shall Process Individual Data only after it has entered into a written contract with that Shell Company which as a minimum, includes the following provisions:

- (i) the Third Party Processor shall Process Individual Data only in accordance with the Shell Company’s instructions and only for the purposes authorized by that Shell Company;
- (ii) the Processor shall keep the Individual Data confidential;
- (iii) the Processor shall take appropriate technical, physical and organizational security measures to protect the Individual Data;
- (iv) the Third Party Data Processor shall not permit subcontractors to Process Personal Data in connection with its obligations to a Shell Company without the prior written consent of such Shell Company;
- (v) the Shell Company has the right to review the security measures taken by the Third Party Processor and the Third Party Processor shall submit its relevant data

Processing facilities to audits and inspections by that Shell Company or any relevant government authority;

- (vi) the Third Party Processor shall promptly inform the Shell Company concerned of any actual or suspected security breach involving Individual Data; and
- (vii) the Third Party Processor shall take adequate remedial measures as soon as possible and shall promptly provide the Shell Company concerned with all relevant information and assistance as requested by that Shell Company regarding the security breach

### **11.6 Transfer of Individual Data to a Third Party located in a Non-Adequate Country**

This Article sets forth additional rules for the transfer of Individual Data to a Third Party located in a country that is not considered to provide "adequate" protection for Individual Data ("Non-Adequate Country") in terms of the EU Data Protection Directive.

Without prejudice to Article 4.3 (Individual Consent for transfer of Individual Data), a Shell Company may only transfer Individual Data to a Third Party located in a Non-Adequate Country if:

- (i) such transfer is necessary for the performance of a contract with the Customer, Supplier or Business Partner, for managing a contract with the Customer, Supplier or Business Partner, or to take necessary steps at the request of the Customer, Supplier or Business Partner prior to entering into a contract e.g., for Processing orders etc.; or
- (ii) a contract, conforming to any model contract requirement under applicable local law (if any) has been concluded between the Shell Company transferring the Individual Data and the relevant Third Party that provides for safeguards at a similar level of protection as that provided by these Rules; or
- (iii) the Third Party concerned has been certified under the United States Safe Harbor Program or any other similar program that is recognized by the EU as providing an "adequate" level of data protection; or
- (iv) the Third Party has implemented Binding Corporate Rules which provide adequate safeguards as required by Article 26 (2) of the EU Data Protection Directive; or
- (v) the transfer is necessary to protect a vital interest of the Individual, Customer, Supplier or Business Partner; or
- (vi) the transfer is necessary for the establishment, exercise or defence of a legal claim; or
- (vii) the transfer is necessary to satisfy a pressing need to protect the public interests of a democratic society but only after prior approval of the Chief Privacy Officer; or
- (viii) the transfer is required by any law to which the relevant Shell Company is subject but only after prior approval of the Chief Privacy Officer.

### **11.7 Transfers between Non-Adequate Countries**

In addition to the grounds listed in Article 11.6, transfers of Individual Data that have been collected in connection with the activities of a Shell Company located in a Non-Adequate Country to a Third Party that is also located in a Non-Adequate Country are also permitted if they are:

- (i) necessary for compliance with a legal obligation to which a transferring Shell Company is subject; or

- (ii) necessary to serve the public interest; or
- (iii) necessary to satisfy a Business Purpose of a Shell Company.

## **12 Article 12 – Overriding Interests**

### **12.1 Overriding Interests**

As specified below, the Chief Privacy Officer can authorize to set aside certain obligations of Shell Companies or rights of Individuals, Customers, Suppliers or Business Partners under these Rules if, under the specific circumstances of the case, a pressing need exists for that Shell Company to Process Individual Data that outweighs the interest of the Individual, Customer, Supplier or Business Partner (“Overriding Interest”).

An Overriding Interest exists in any event if there is a need to transfer or Process Data:

- (i) in order to protect the legitimate business interests of one or more Shell Companies including:
  - the health, security or safety of employees of a Shell Company or Individuals;
  - the intellectual property rights, trade secrets or reputation of one or more Shell Companies;
  - the continuity of their business operations;
  - the preservation of confidentiality in a proposed sale, merger or acquisition of a business; or
  - the involvement of advisors or consultants for business, legal, tax, or insurance purposes; or
- (ii) to prevent or investigate (including cooperating with law enforcement) suspected or actual violations of applicable laws, regulations and permits, breaches of contractual terms, applicable policies or procedures applicable to the relationship with the Individual, or non-compliance with the Shell General Business Principles or Code of Conduct or other applicable policies or procedures; or
- (iii) to otherwise protect or defend the rights or freedoms of Shell Companies, its Employees or any other living person.

### **12.2 Expectations in the event of Overriding Interests**

If an Overriding Interest exists, the Chief Privacy Officer can authorize to set aside any or all of following provisions:

- (i) Article 2.2 (the requirement of a close relation between the Secondary and Original Purpose);
- (ii) Article 6.1 and 6.2;
- (iii) Article 7 with the exception of Article 7.5;
- (iv) Articles 8.2 and 8.3; and
- (v) Articles 11.4, 11.5 and 11.6 (ii).

If an Overriding Interest as listed in Article 12.1 (i) (a), (c) and (e), (ii) or (iii) exists the Chief Privacy Officer can authorize to set aside the requirements of Article 3 (Sensitive Data).

### **12.3 Information to Individual**

Upon request of the Individual, the Shell Company concerned shall inform the Individual of the nature of the Overriding Interest invoked by the Shell Company unless the nature of the Overriding Interest prevents the Shell Company concerned from doing so.

## **13 Article 13 – Supervision and Compliance**

### **13.1 Chief Privacy Officer**

A Chief Privacy Officer who will be responsible for supervising compliance with these Rules shall be appointed.

### **13.2 Contact Details**

Contact Details of the Chief Privacy Officer are posted on Shell Corporate website. These details may be amended at any time by means of a message on the WWW, by means of an e-mail message to (relevant) Individuals, Customers, Suppliers or Business Partners or by such other means as Shell International may consider appropriate.

## **14 Article 14 – Complaints procedure**

### **14.1 Complaint to a Shell Company**

An Individual may file a complaint in accordance with these Rules if he believes that any provision of these Rules or their rights under applicable local law have been violated in respect of his Data. Any such complaint must be made in writing, and must be addressed to the Shell Company that he believes to have breached the Rules. A complaint relating to Article 7 may only be filed in accordance with Article 7.5.

### **14.2 Reply to Individual**

Within four weeks of receipt of a complaint, the Shell Company handling it shall inform the Individual in writing either:

- (i) of its views on the complaint and any action taken or to be taken in response; or
- (ii) when he will be informed of the relevant Shell Group Company's position (with a maximum of 16 weeks after receipt of the complaint).

### **14.3 Complaint to Chief Privacy Officer**

An Individual may file a written complaint as described in Article 14.1 with the Chief Privacy Officer if:

- (i) the response to his complaint by the Shell Company is unsatisfactory to him; or
- (ii) he has not received a response within four weeks as required by Article 14.2; or
- (iii) the time period provided to him pursuant to Article 14.2 (ii) is, unreasonably long given the relevant circumstances and he has unsuccessfully objected to it; or
- (iv) the conditions as described in Article 7.5 are met.

Article 14.2 shall apply mutatis mutandis to complaints filed with the Chief Privacy Officer.

## **15 Article 15 – Remedies**

### **15.1 Local Law**

Any claims and complaints in relation to Processing by a Shell Company of Individual Data shall be governed by applicable local law.

### **15.2 Jurisdiction for Individual Data in case of breach of local law**

Individuals retain the rights and remedies available to them in their local jurisdictions for breaches of local law. Local government authorities having jurisdiction over the relevant matters shall retain their authority.

### **15.3 Jurisdiction for Individual Data under the Rules**

Without prejudice to Article 15.4 any complaints or claims of an Individual concerning any supplemental right the Individual may have under these Rules may only be directed to the Shell Company that has allegedly violated these Rules and may only be brought before the Data Protection Authority or the competent court of the country in which that Shell Company is established. In such case the Rules must be interpreted in accordance with Dutch law. Such complaints and claims shall be admissible only if the Individual has first followed the complaints procedure set forth in Article 14 of these Rules.

### **15.4 Additional jurisdiction for Individual Data subject to EU law**

If Individual Data that is governed by the law of one of the EEA countries is transferred to a Shell Company located in a Non-Adequate Country and this Shell Company allegedly violates these Rules, the Individual can choose to bring a complaint or claim either pursuant to Article 15.3 or against the EU Headquarters before the Dutch Data Protection Authority or the competent court in The Hague, the Netherlands. Such complaints and claims shall be admissible only if the Individual has first followed the complaints procedure set forth in Article 14 of these Rules.

The remedies set out in Article 15.3 and 15.4 are mutually exclusive, and an Individual who has opted to pursue either of these remedies cannot switch to the alternative remedy later. Any claims brought against EU Headquarters shall be exclusively brought before the Dutch Data Protection Authority in the Netherlands or the competent district court in The Hague, the Netherlands.

Individuals who bring their claim to a Dutch court or governmental authority in accordance with Article 15.4 shall only be entitled to remedies available to data subjects under the Dutch Data Protection Act, the Dutch Civil Code and the Dutch Code on Civil Procedure.

### **15.5 Exclusive remedies**

Except as provided otherwise by mandatory local law, the breaching Shell Company or EU Headquarters, as the case may be, shall be liable only for direct damages, resulting from a violation of applicable local law and/or these Rules. Where an Individual can demonstrate that it has suffered damage and establish facts which show it is plausible that the damage has occurred because of a violation of these Rules, it will be for the relevant Shell Company or EU Headquarters, as the case may be, to prove that the damages suffered by the Individual due to a violation of the Rules are not attributable to the relevant Shell Company.

### **15.6 Mutual assistance**

All Shell Companies shall co-operate and assist each other to the extent reasonably possible in handling:

- (i) any request, complaint or claim made by an Individual ; or
- (ii) any lawful investigation or inquiry by a competent government authority into the handling of Individual Data or the application of these Rules.

The Shell Company who receives a request, complaint or claim from an Individual is responsible for handling any communication with the Individual regarding this request, complaint or claim except where circumstances dictate otherwise.

### **15.7 Redress**

The Shell Company who has breached (or allegedly breached) these Rules shall bear all costs incurred by any Shell Company in connection with the handling of a request, complaint or claim resulting from the (alleged) breach, including but not limited to internal and external lawyer's fees, court fees, any fines imposed and/or any damages awarded, and shall, if such amounts have been paid or born by EU Headquarters, reimburse EU Headquarters at its first request for all such costs.

## **16 Article 16 – Sanctions for non compliance**

Non-compliance with the obligations of these Rules by Employees may result in disciplinary action, and may include termination of employment, as appropriate.

## **17 Article 17 – Effective Date, Transition Periods and publication**

### **17.1 Effective Date**

These Rules shall enter into force as of 1 April 2011 (Effective Date).

### **17.2 General Transition Period**

There shall be a two-year general transition period after the Effective Date for compliance with these Rules. During this transition period, Shell Companies shall strive to comply with the Rules.

### **17.3 Individual Transition Period for New Shell Companies**

Any entity that becomes a Shell Company after the Effective Date shall comply with the Rules within two years of becoming a Shell Company.

### **17.4 Transition Period for IT System**

Where implementation of these Rules requires updates or changes to information technology systems (including replacement of systems), the transition period shall be four years from the Effective Date or from the date an entity becomes a Shell Company, as the case may be, or any longer period as is reasonably necessary to complete the update, change or replacement Process.



### **17.5 Transition Period for Existing Agreements**

Where there are existing agreements with Third Parties that are affected by these Rules, the provisions of such agreements will prevail until the agreements are renewed in the normal course of business.

### **17.6 Transitional Period for Local-for-Local Systems**

Processing of Individual Data that were collected in connection with activities of a Shell Company located in a Non-Adequate Country shall be brought into compliance with these Rules within five years of the Effective Date.

### **17.7 Changes to the Rules and Publication**

Any changes to these Rules require the prior approval of the Chief Privacy Officer. The Chief Privacy Officer shall notify the Dutch Data Protection Authority in case of significant changes to the Rules on a yearly basis. These Rules may be changed without Individual Consent, even if the amendment relates to a provision which confers rights to, or contains safeguards for the benefit of, Individuals. The latest version of these Rules shall be published on the WWW-Web and shall upon request be made available to Individuals, Customers, Suppliers or Business Partners who do not have access to the Rules.

## A. Appendix 1 – Definitions

<b>Term</b>	<b>Definition</b>
<b>Archive</b>	shall mean a collection of Individual Data that are no longer necessary to achieve the purposes for which the Data were originally collected or that are no longer used for general business activities, but are used only for historical, scientific or statistical purposes, dispute resolution, investigations or general archiving purposes. "Archive" includes any data set that can no longer be accessed by any Employee other than the system administrator
<b>Article</b>	shall mean an article in these Rules.
<b>Business Contact Data</b>	shall mean any data typically found on a business card and used by the Individual in his contact with a Shell Company
<b>Business Partner</b>	shall mean any Third Party, other than a Customer or Supplier, that has or has had a business relationship or strategic alliance with a Shell Company, such as a joint marketing partner, joint venture partner (not falling under the definition of a Shell Company) or joint development partner.
<b>Business Purpose</b>	shall mean a purpose for Processing Individual Data as specified in Article 2 or for Processing Sensitive Data as specified in Article 3.
<b>Chief Privacy Officer</b>	has the meaning ascribed to that term in Article 13.1.
<b>Customer</b>	shall mean any Third Party, other than a Supplier or Business Partner, that purchases or has purchased a product or service from a Shell company.
<b>Effective Date</b>	has the meaning ascribed to that term in Article 17.1.
<b>Employee</b>	shall mean the following persons: <ul style="list-style-type: none"><li>• an employee, trainee, job applicant or former employee trainee or job applicant of a Shell Company;</li><li>• a present or former executive or non-executive director of Shell Companies or a present or former member of the supervisory board or similar body to a Shell Company.</li></ul>
<b>Employee Data</b>	shall mean any information relating to an identified or identifiable Employee or any of his dependants (i.e. spouse, partner or child, who belongs to the household of the Employee) that is Processed by a Shell Company that is responsible for the Processing or on behalf of such Shell Company.
<b>EEA</b>	shall mean the European Economic Area as may be defined

Term	Definition
<b>EU Data Protection Directive</b>	by EU from time to time.
<b>EU Headquarters</b>	shall mean the Directive 95/46/EC of the European Parliament and of the Council on the protection of individuals with regard to the Processing of and the free movement of such data as that may be amended from time to time.
<b>Individual</b>	shall mean Shell International or such other Shell Company as may subsequently be designated EU Headquarters. shall mean any (former) employee of or any person working for a Customer, Supplier or Business Partner other than an Employee.
<b>Individual Data</b>	shall mean any information relating to an identified or identifiable Individual that is Processed by a Shell Company that is responsible for the Processing or on behalf of such Shell Company
<b>Non-Adequate Country</b>	has the meaning ascribed to that term in Article 11.6.
<b>Original Purpose</b>	has the meaning ascribed to that term in Article 2.2.
<b>Overriding Interest</b>	has the meaning ascribed to that term in Article 12.1.
<b>Process and Processing</b>	shall mean any operation or set of operations which is performed upon personal data, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination, or otherwise making available, alignment or combination, blocking, erasure or destruction.
<b>Secondary Purpose</b>	has the meaning ascribed to that term in Article 2.2.
<b>Sensitive Data</b>	shall mean Individual Data that reveal an Individual's racial or ethnic origin, political opinions or membership of political parties or similar organizations, religious or philosophical beliefs, membership in a professional or trade organization or union, physical or mental health including any opinion thereof, disabilities, genetic code, addictions, sex life, criminal offenses, criminal records, proceedings with regard to criminal or unlawful behaviour, or social security numbers issued by the government, as defined in the EU Data Protection Directive.
<b>Shell Company</b>	shall mean RDS and any company or legal entity of which RDS, directly or indirectly owns more than 50% of the issued share capital, has 50% or more of the voting power at general meetings of shareholders, or the right to exercise a controlling influence over how the company is organized and managed.
<b>Shell International</b>	Shall mean Shell International B.V. in The Hague.

<b>Term</b>	<b>Definition</b>
<b>Supplier</b>	shall mean any Third Party, other than a Customer or Business Partner, that provides or has provided goods or services to a Shell Company, such as an agent, consultant or vendor.
<b>Third Party</b>	shall mean any person, private organization or government body that is not a Shell Company.
<b>Third Party Controller</b>	has the meaning ascribed to that term in Article 11.2.
<b>Third Party Processor</b>	has the meaning ascribed to that term in Article 11.2.
<b>“transfer of Individual Data” and “transfer”</b>	shall have the meaning ascribed to those terms in Article 11.1.

## Interpretations

### INTERPRETATION OF THESE RULES:

- (i) Unless the context requires otherwise, all references to a particular Article or Annex are references to that Article or Appendix in or to this document, as they may be amended from time to time
- (ii) definitions have the meaning as defined in the EU Data Protection Directive
- (iii) headings are included for convenience only and are not to be used in construing any provision of these Rules
- (iv) if a word or phrase is defined, its other grammatical forms have a corresponding meaning
- (v) the male form shall include the female form
- (vi) the words "include", "includes" and "including" and any words following them shall be construed without limitation to the generality of any preceding words or concepts and vice versa and
- (vii) a reference to a document (including, without limitation, a reference to these Rules) is to the document as amended, varied, supplemented or replaced, except to the extent prohibited by these Rules or that other document.

