

NoelEnergy srl Binding Company Rules, GDPR

NOEENERGY

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NoelEnergy srl, and its controlled affiliates and subsidiaries, strive to comply with applicable laws, including Data Protection laws, in the countries in which NoelEnergy operates. Certain NoelEnergy srl companies have adopted these Binding Company Rules to ensure an adequate level of protection for Personal Data and Special Categories of Personal Data that originate in the EEA and are subject to the GDPR or implementing Member State legislation, as set out below, in order to allow for the transfer of Personal Data from the EEA to third countries in accordance with the Data Protection rules governing international data transfers.

1. Definitions

For the purpose of these Binding Company Rules, the following definitions apply:

Binding Company Rules (BCRs) are 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 group of enterprises engaged in a joint economic activity; In the following, references to BCRs shall mean BCRs established within NoelEnergy srl.

NoelEnergy means NoelEnergy s.r.l., and all affiliates and other entities that are directly or indirectly controlled by NoelEnergy s.r.l., which have committed to upholding these BCRs by signing an intra-group agreement;

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;

Data Exporter means a NoelEnergy in the EEA that transfers Personal Data to another NoelEnergy outside the EEA;

Data Importer means a NoelEnergy that receives from the Data Exporter Personal Data for further Processing in accordance with the terms of these BCRs;

EEA means the European Economic Area, currently comprising the EU Member States as well as Iceland, Liechtenstein and Norway;

Employees means permanent and temporary Employees as well as leasing Employees and contingents as well as retirees and former Employees;

General Data Protection Regulation (GDPR) means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data;

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

Processor means a natural or legal person, public authority, agency or other body which processes Personal Data on behalf of the Controller;

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;

Recipient means a natural or legal person, public authority, agency or another body, to which the Personal Data are disclosed, whether a Third Party or not.

Special Categories of Personal Data means Personal Data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, as well as genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person's sex life or sexual orientation;

Supervisory Authorities means the public authorities established by the Union or a Member State that are responsible for monitoring the application of the GDPR, in order to protect the fundamental rights and freedoms of natural persons in relation to Processing and to facilitate the free flow of Personal Data within the Union;

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 authorised to process Personal Data.

Anything not defined in these BCRs shall have the meaning of the General Data Protection Regulation (GDPR).

2. Scope of these BCRs

These BCRs are intended to ensure an adequate level of protection for Personal Data (including Special Categories of Personal Data) that are transferred to third countries outside the EEA. They apply to Personal Data (including Special Categories of Personal Data) that originate in the EEA or that have otherwise become or are subject to the GDPR or implementing Member State legislation and which are transferred from a Data Exporter to a Data Importer outside the EEA, relating to Employees, dependents and job applicants; customers, prospects, borrowers, lessees and guarantors; dealers, suppliers, business partners, and their respective Employees; shareholders; visitors; and other Data Subjects. For the sake of clarity, these BCRs also cover transfers of Personal Data covered by these BCRs to Data Importers who act as Processors for the Data Exporter.

These BCRs do not apply to Personal Data or Special Categories of Personal Data that do not originate in the EEA and are not otherwise subject to the GDPR or implementing Member State legislation. For example, if a US-based NoelEnergy transfers Personal Data originating in the US to an Australian-based Bound Group Member, such transfer and associated Processing is not subject to these BCRs. As another example, the Processing of Personal Data or Special Categories of

Personal Data of a borrower resident in the US by a non-EEA based NoelEnergy related to a transaction where that resident seeks a loan from a non-EEA based NoelEnergy is not subject to these BCRs.

3. Binding Nature of these BCRs

These BCRs are legally binding on every NoelEnergy by virtue of an intragroup agreement. All NoelEnergy shall implement and comply with these BCRs. The executive management of each NoelEnergy is responsible for the implementation of, and compliance with, these BCRs by the respective NoelEnergy.

Every NoelEnergy shall strive to ensure that its Employees comply with the requirements set forth in these BCRs. NoelEnergy shall inform their Employees that failure to comply with these BCRs may result in disciplinary action or employment law measures (for instance, formal warning or dismissal) being taken against the Employees in accordance with applicable employment, labor and works council laws, company rules and employment contracts.

4. Principles relating to the Processing of Personal Data

NoelEnergy commit to apply the following principles to the Personal Data Processed under these BCRs.

4.1. Lawfulness, fairness and transparency

NoelEnergy shall ensure that Personal Data are Processed lawfully, fairly and in a transparent manner in relation to the Data Subject

4.1.1. Lawfulness and fairness

NoelEnergy shall ensure that the Personal Data are Processed fairly and lawfully and in particular on the basis of at least one of the following legal grounds:

- The Data Subject has unambiguously given his/her consent;
- 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;
- The Processing is necessary for compliance with a legal obligation to which the Controller is subject;
- The Processing is necessary in order to protect the vital interests of the Data Subject;
- The Processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the Controller or in a Third Party to whom Personal Data are disclosed;
- The Processing is necessary for the purposes of the legitimate interests pursued by the Controller or by the Third Party or Parties to whom Personal Data are disclosed, except where such interests are overridden by the interests for fundamental rights and freedoms of the Data Subject;
- The Processing is permitted under directly applicable EU law or the national law of the respective Data Exporter which originally transferred the Personal Data to a Data Importer outside the EEA.

Additionally, NoelEnergy shall ensure that Special Categories of Personal Data are only Processed on the basis of at least one of the following grounds:

- The Data Subject has given explicit consent to the Processing of those Personal Data for one or more specified purposes, except where Union or Member State law provide that the respective Processing is prohibited;
- 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 social protection law in so far as it is authorized 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;
- The Processing is necessary to protect the vital interests of the Data Subject or of another natural person where the Data Subject is physically or legally incapable of giving consent;
- The Processing relates to Personal Data which are manifestly made public by the Data Subject;
- The Processing is necessary for the establishment, exercise or defence of legal claims or whenever courts are acting in their judicial capacity;
- The Processing is necessary for reasons of substantial public interest, on the basis of Union or Member State law which shall be proportionate to the aim pursued, respect the essence of the right to Data Protection and provide for suitable and specific measures to safeguard the fundamental rights and the interests of the Data Subject;
- 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 when those data are Processed by or under the responsibility of a professional subject to the obligations of professional secrecy under Union or member State law or rules established by national competent bodies or by another person also subject to an obligation of secrecy under Union or Member State law or rules established by national competent bodies.

4.1.2 Transparency

NoelEnergy shall further ensure to provide information in a transparent manner in relation to the Data Subject including:

- The identity and the contact details of the Controller;
- The contact details of the Data Privacy Officer, where applicable;
- The purposes of the Processing for which the Personal Data are intended as well as the legal basis for the Processing;
- The categories of Personal Data concerned;

- The legal basis for the processing (if the Processing is based on the legitimate interest pursued by the Controller or by a third Party, these interests need to be mentioned);
- 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 organization and whether there is an adequacy decision by the Commission in place or if the transfer is based on appropriate safeguards. Such appropriate safeguards include Binding Company Rules of the Recipient, standard data protection clauses adopted by the European Commission or adopted by a supervisory authority and approved by the European Commission, or an approved code of conduct or certification mechanism together with binding and enforceable commitments of the Recipient. The Controller shall reference the appropriate or suitable safeguards and the means by which a copy of them can be obtained or where they have been made available.

In addition to this information, the Controller shall, at the time when Personal Data are obtained, provide the Data Subject with the following further information necessary to ensure fair and transparent Processing:

- 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 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;
- Where the Processing of Personal Data and of Special Categories of Personal Data is based on consent, the existence of the right to withdraw consent at any time, without affecting the lawfulness of Processing based on consent before its withdrawal;
- The right to lodge a complaint with a Supervisory Authority;
- 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 data;
- The existence of automated decision-making, including profiling and, at least in those cases, meaningful information about the logic involved, as well as the significance and the envisaged consequences of such Processing for the Data Subject.

Where the Controller intends to further Process the Personal Data for a purpose other than that for which the Personal Data were initially collected, the Controller shall provide the Data Subject prior to that further Processing with information on that other purpose and with any relevant further information.

Where the Personal Data have not been obtained from the Data Subject directly, in addition to the above, the Controller shall provide the Data Subject with information from which source the Personal Data originate, and if applicable, whether it came from publicly accessible sources. In this case, the Controller shall inform the Data Subject within a reasonable time after obtaining the Personal Data, but at least within one month, having regard to the specific circumstances in which the Personal Data are Processed; or, if the Personal Data are used for communication with the Data Subject, at the latest at the time of

the first communication to the Data Subject, or, if a disclosure to another Recipient is envisaged, at the latest, when the Personal Data are first disclosed.

The obligation to inform the Data Subject pursuant to this Section 4.1.2 does not apply where and insofar as the Data Subject already has the information or, in case the Personal Data has not been obtained from the Data Subject directly if

- The provision of such information proves impossible or would involve a disproportionate effort;
- Obtaining or disclosure is expressly laid down by Union or Member State law to which the Controller is subject and which provides appropriate measures to protect the Data Subject's legitimate interests;
- Where the Personal Data must remain confidential subject to an obligation of professional secrecy regulated by Union or Member State law, including a statutory obligation of secrecy.

4.2. Purpose limitation

NoelEnergy shall not further process Personal Data in a manner that is incompatible with the purposes it was collected for.

4.3. Data Minimization, Accuracy, Storage Limitation Personal Data shall:

- Be accurate and, where necessary, kept up-to-date;
- Be adequate, relevant and not excessive in relation to the purposes for which they are transferred and further Processed;
- Not be Processed longer than necessary for the purposes for which they were initially obtained. Personal Data which are no longer necessary for the purposes for which they were initially Processed, shall be deleted or made anonymous, unless there is a legal ground for further Processing. Retention periods shall be specified in relevant policies.

4.4. Integrity and Confidentiality

NoelEnergy shall keep the Personal Data confidential and shall 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 data over a network, and against all other unlawful forms of Processing by taking appropriate organizational and technical measures. For this purpose, the NoelEnergy have developed and implemented a number of security policies and practices, which include access control measures, measures to secure the integrity, availability and transmission of Personal Data and segregation controls. NoelEnergy shall also ensure that their Employees keep the Personal Data confidential and secure, for instance, by means of confidentiality certifications and/or relevant contractual obligations. Employees and Processors shall only be authorized to Process Personal Data to the extent that this is necessary in order for them to perform their job and in accordance with these BCRs and applicable law. These measures are reviewed regularly and shall aim to provide a level of security appropriate to the risks represented by the Processing and the nature of the data to be protected. Where Special Categories of Personal Data are Processed, enhanced security measures shall apply.

4.5. Data Protection by Design and Data Privacy by Default NoelEnergy

shall:

- Take into account the state of the art , the cost of implementation and the nature, scope, context and purpose of Processing as well as the risk of varying likelihood and severity for rights and freedoms of natural persons posed by the Processing, the Controller shall, both at the time of the determination of the means for Processing and at the time of the Processing itself, implement appropriate technical and organization measures, such as pseudonymisation and data minimization, which are designed to implement data protection principles, in an effective manner and to integrate the necessary safeguards into the Processing to meet the requirements of the GDPR and to protect the rights of Data Subjects;
- Implement appropriate technical and organizational measures for ensuring that, by default, only Personal Data which are necessary for each specific purpose of the Processing are Processed. That obligation applies to the amount of Personal Data collected, the extent of their Processing, the period of their storage and their accessibility. In particular, such measures shall ensure that by default Personal Data are not made accessible without the individual's intervention to an indefinite number of natural persons.

4.6. Accountability

NoelEnergy shall be responsible for, and be able to demonstrate compliance with the above listed principles. In particular, they shall

- Maintain NoelEnergy s.r.l. record of Processing activities that is accessible via an online tool in the Intranet;
- Carry out data protection impact assessments prior to the Processing, which takes into account the nature, scope, context and purposes of the Processing, whenever the envisaged Processing, in particular using new technologies, is likely to result in a high risk to the rights and freedoms of natural persons;
- Where necessary, consult with the Supervisory Authority prior to the Processing where a data protection impact assessment indicates that the Processing would result in a high risk in the absence of measures to mitigate the risk;
- Cooperate, on request, with the Supervisory Authority in the performance of its tasks.

5. Privacy Governance Structure

NoelEnergy implement Data Protection processes and procedures, including the implementation of a global privacy network, designed to support its compliance with these BCRs and applicable Data Protection law.

Further to the foregoing, NoelEnergy s.r.l. CEO, who leads NoelEnergy s.r.l., has the overall responsibility for the privacy governance structure. The Compliance Officer is responsible for overseeing compliance with applicable

Data Protection laws in countries where NoelEnergy operate, NoelEnergy policies related to the Processing of Personal Data and its commitments pursuant to these BCRs, and deals with any investigations conducted by Supervisory Authorities. The Compliance Officer makes regular at least once a year reports to the Corporate Governance Council of

NoelEnergy s.r.l. Board of Directors, and has the opportunity to communicate independently and directly with the Council or Board, as needed.

Also, further to the foregoing, the Compliance Officer is supported by the Director, Global Business Conduct Strategy & Privacy Officer (“Privacy Officer”) who directly reports to the Compliance Officer. The Privacy Officer is in charge of the strategy and execution of NoelEnergy s.r.l. compliance with applicable Data Protection laws and Regulations, its policies related to the Processing of Personal Data and its commitments pursuant to these BCRs, and supervises the handling of local complaints from Data Subjects and reports serious privacy issues to the Compliance Officer. Also, further to the foregoing, the Privacy Officer is supported by a global network of full-time and part-time individuals. The global privacy network consists of individuals who are responsible for monitoring compliance with applicable Data Protection laws and Regulations, NoelEnergy policies related to the Processing of Personal Data, and NoelEnergy s.r.l. commitments pursuant to these BCRs. The global privacy network also consists of individuals in the NoelEnergy who are responsible for business functions that are Processing Personal Data.

6. Training

NoelEnergy s.r.l. maintain awareness and training programs for Employees that Process Personal Data within the scope of these BCRs to make sure Employees are aware of the obligations thereunder and enable Employees to comply with these BCRs. Training includes informing such Employees of the consequences of breaching these BCRs. NoelEnergy offer Employees who Process Personal Data Subject to the BCRs on a permanent or regular basis (including Employees responsible for key business functions Processing Personal Data, Employees involved in the collection of Personal Data or Employees involved in the development of tools used in the Processing of Personal Data) additional, focused training on the BCRs and Data Protection laws. Further details of the training are outlined in a training program.

7. Audits and Monitoring

Compliance with these BCRs is subject to review and NoelEnergy agree to be audited on a regular basis in connection with their implementation of, and compliance with, these BCRs as follows. The audits cover all elements of these BCRs. Primary responsibility for the performance of audits lies with the NoelEnergy s.r.l. internal audit department, but, if needed, NoelEnergy may entrust appropriate, external third parties with this task. The results of such audits will be communicated to the Compliance Officer and the Privacy Officer. Significant findings are reported to the Audit Review Committee of NoelEnergy s.r.l.

The Compliance Officer or Privacy Officer may request additional audits or reviews outside the regular audit roadmap. In addition, may also conduct audits in the form of a self-assessment by the NoelEnergy. The Privacy Officer receives the results of the self-assessment and informs the Compliance Officer and the NoelEnergy s.r.l. internal audit department of significant findings. If such audits determine that corrective action is needed, corrective actions will be implemented in the course of the audit process. Further details of the audits are outlined in an audit program.

8. Data Subject Rights - Access, Rectification, Erasure, Restriction, Objection, Portability and Automated Decision-Making

NoelEnergy shall use the implemented processes and procedures enabling every Data Subject whose Personal Data are subject to these BCRs to exercise their right, except where such rights may be restricted pursuant to directly applicable EU law or the national law of the respective Data Exporter which originally transferred the Personal Data to a Data Importer outside the EEA:

- To obtain without constraint at reasonable intervals and without excessive delay or expense a copy of all Personal Data relating to him/her that are being Processed;
- To obtain the rectification, erasure or restriction of Personal Data relating to him/her in particular because the Data are incomplete or inaccurate;
- To object, on grounds relating to his or her particular situation, at any time to Processing of Personal Data concerning him or her which based on the legitimate interests pursued by the Controller or by a third party;
- The Data Subject shall have the right not to be subject to a decision based solely on automated Processing, including profiling, which produces legal effects concerning him or her or similarly significantly affects him or her unless and in exceptional cases, the Processing is necessary for entering into, or performance of, a contract between the Data Subject and a data Controller or is authorized by Union or Member State law to which the Controller is subject and which also lays down suitable measures to safeguard the Data Subject's rights and freedoms and legitimate interests or is based on the Data Subject's explicit consent;
- The Data Subject shall have the right to receive the Personal Data concerning him or her, which he or she has provided to a Controller, in a structured, commonly used and machine-readable format and have the right to transmit those data to another Controller without hindrance from the Controller to which the Personal Data have been provided, where the Processing of Personal Data and Special Categories of Personal Data is based on the Data Subject's consent or on a contract; and the Processing is carried out by automated means.

Data Subjects can exercise their Data Subject Rights as laid out in Section 10.

9. Onward transfers

With respect to Personal Data that is subject to these BCRs, every Data Importer commits to apply the following additional measures including requirements set forth by Section 12 when sharing Personal Data with a Controller or a Processor.

9.1 Sharing Personal Data with a Controller

Every Data Importer shall only transfer Personal Data to another Controller if there is a legal ground for Processing in accordance with Section 4.1.1 and in accordance with the other Processing Principles listed in Section 4 of these BCRs. Where necessary and reasonably possible, the Data Importer shall obtain Contractual Assurances from the Controller to that effect. In case national law prevents the NoelEnergy from complying with these BCRs Section 12 applies.

9.2. Joint Controlling

Every Data Exporter and Data Importer who jointly determine the purposes and means of Processing shall be bound by a written agreement that duly reflects the respective roles and relationships of the Joint Controllers vis-à-vis the Data Subjects. The essence of the arrangement shall be made available to the Data Subject. In particular, they shall in a transparent manner determine their respective responsibilities for compliance with the obligations under the GDPR, especially the exercising of the rights of the Data Subject and the duty to provide transparent information according to Section 4.1.2 of these BCRs.

9.3. Entrusting the Processing of Personal Data to a Processor

Every Data Importer that transfers to a Processor Personal Data covered by these BCRs shall only choose a Processor providing sufficient guarantees to implement appropriate technical and organizational measures in such a manner that the Processing will meet the requirements of the GDPR and these BCRs and ensures the protection of the Data Subject rights. For the avoidance of doubt, this clause shall apply to both external Processors which are not NoelEnergy as well as NoelEnergy that act as Processors for other NoelEnergy.

The Processor shall be bound by a written contract or other legal act under Union or Member State law, that is binding on the Processor and that sets out the subject-matter and duration of the Processing, the nature and purpose of the Processing, the type of Personal Data and categories of Data Subjects and the obligations and rights of the Controller. The contract or other legal act shall stipulate in particular that the Processor:

- Processes the Personal Data only on documented instructions from the Controller, including with regard to transfers of Personal Data to a third country or an international organization, unless required to do so by Union or Member State law to which the Processor is subject; in such a case, the Processor shall inform the Controller of that legal Requirement before Processing, unless that law prohibits such information on important grounds of public interest;
- Ensures that persons authorized to process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
- Takes appropriate technical and organizational measures to ensure a level of security appropriate to the risk;
- Respects the conditions referred to below for engaging another processor;
- Taking into account the nature of the Processing, assists the Controller by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of the Controller's obligation to respond to requests for exercising the Data Subject's Rights;
- Assists the Controller in ensuring compliance with the security of processing, notification requirements both to the Supervisory Authority and Data Subjects in case of a personal data breach, data protection impact assessments and prior consultations of the Supervisory Authority, taking into account the nature of Processing and the information available to the Processor;
- At the choice of the Controller, deletes or returns all the Personal Data to the Controller after the end of the provision of services relating to Processing, and deletes existing copies unless Union or Member State law requires storage of the Personal Data;

- Makes available to the Controller all information necessary to demonstrate compliance with these obligations and contribute to audits, including inspections, conducted by the Controller or another auditor mandated by the Controller. The Processor shall immediately inform the Controller if, in its option, an instruction infringes the GDPR or other Union or Member State Data Protection provisions.

The Processor shall not engage another Processor without prior specific or general written authorization of the controller. In the case of general written authorization, the Processor shall inform the Controller of any intended changes concerning the addition or replacement of other Processors, thereby giving the Controller the opportunity to object to such changes.

Where a Processor engages another Processor for carrying out specific Processing activities on behalf of the Controller, the same Data Protection obligations as set out in the contract or other legal act entered between the Controller and the Processor, which content is described above, shall be imposed on that other Processor by way of a contract or other legal act under Union or Member State law, in particular providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the Processing will meet the requirements of the GDPR. Where that other Processor fails to fulfil its Data Protection obligations, the initial Processor shall remain fully liable to the Controller for the performance of that other Processor's obligations.

9.4 International Transfers

If a Data Importer transfers Personal Data covered by these BCRs to a Controller or Processor which is not a NoelEnergy and which is located in a third country outside the EEA, it shall only transfer the Personal Data to a Recipient that is located in a country, territory, or sector for which the European Commission has decided that this particular third country, territory or specified sector ensures an adequate level of protection; or in the absence of such adequacy decision, the transfer is based on appropriate safeguards such as

- Binding Company Rules of the Recipient;
- Standard contractual clauses adopted by the European Commission or adopted by a Supervisory Authority and approved by the European Commission; or
- An approved code of conduct or certification mechanism, together with binding and enforceable commitments of the Recipient.

Data Importer shall assess whether Recipient located in a third country outside EEA is subject to any legal Requirement in that third country, which is likely to have a substantial adverse effect on the guarantees provided by the above safeguards. Where necessary, Data Importer shall identify and implement appropriate supplementary measures, to ensure its findings are addressed appropriately, in order to maintain sufficient level of Personal Data protection.

In exceptional cases (where the transfer cannot be based on an adequacy decision or appropriate safeguards), the transfer may take place on the basis of a statutory derogation, including:

- Explicit consent by the Data Subject to the transfer;

- The transfer is necessary for the performance of a contract between the Data Subject and the Controller or the implementation of pre-contractual measures taken at the Data Subject's request;
- The transfer is necessary for the conclusion or performance of a contract concluded in the interest of the Data Subject between the Controller and another natural or legal person;
- The transfer is necessary for important reasons of public interest, as recognized in EU or EU member state law (to which the Controller is subject);
- The transfer is necessary for the establishment, exercise or defence of legal claims;
- The transfer is necessary in order to protect the vital interests of the Data Subject or of other persons, where the Data Subject is physically or legally incapable of giving consent.

In limited circumstances and only if none of the above is applicable, the transfer may take place, provided it is not repetitive, only concerns a limited number of Data Subjects and is necessary for the purposes of compelling legitimate interests pursued by the Controller which are not overridden by the interests or rights and freedoms of the Data Subject, and the Controller has assessed all the circumstances surrounding the data transfer and provided suitable safeguards to protect the Personal Data. The Supervisory Authority shall be informed of such transfer.

Where required, the Data Exporter shall obtain authorization from a competent Supervisory Authority.

10. Data Subject Rights and Complaint Mechanism

Data Subjects can at all times exercise their Data Subject Rights and file a complaint regarding a NoelEnergy's compliance with these BCRs. For Data Subject Right Requests a web form is provided under <http://www.noelenergy.com/privacydata.html>. Additionally, Data Subjects can use the complaint form available under file a complaint. Data Subjects can also directly contact NoelEnergy s.r.l. as laid out in Section 18.

In case of a Data Subject Right Request or a complaint submitted through the web form or the complaint form, the Data Subject will receive an automatic confirmation of receipt. Every Data Subject Right Request or complaint will be answered without undue delay and in any event within one month of receipt of the request. In exceptional cases, that period may be extended by two further months where necessary, taking into account the complexity and number of the requests. The complainant shall be informed of any such extension within one month of receipt of the request, together with the reasons for the delay. The NoelEnergy will work with technical experts, legal advisors and translators, to resolve the complaint.

The Data Subjects can lodge a claim before a competent Supervisory Authority or a court as described in Section 12. Whilst it is not required, Data Subjects are encouraged to first report their complaint through the Complaint Mechanism. This is to enable NoelEnergy s.r.l. to provide an efficient and prompt response to the issue.

11. Liability

NoelEnergy s.r.l., NoelEnergy s.r.l. street Transilvaniei 55A, postal code 547530, city Sangeorgiu de Mures, Romania, accepts responsibility for any breaches of these BCRs by any NoelEnergy outside of the EEA and undertakes (i) to take the necessary action to remedy a breach committed by NoelEnergy outside of the EEA; and (ii) to pay appropriate compensation to any Data Subjects whose Personal Data are subject to these BCRs for any

damages resulting from the breach of these BCRs by NoelEnergy outside the EEA in the same way and with the same scope from which the Data Subjects would benefit under either German law or the law of the EEA country of the respective Data Exporter in the EEA.

No provision of these BCRs shall allow any Data Subject to benefit from compensation for any damages beyond this, in particular any double recovery from or punitive damages for or compensation for damages relating to third parties for any breach of these BCRs or the intra-group agreement shall be excluded. Nothing in this clause excludes or limits liability for death or personal injury caused by either NoelEnergy s.r.l. , for fraud or other liability caused by any intentional or gross negligence by NoelEnergy s.r.l.

12. Transparency when Compliance with BCRs is prevented by National Law

Where a NoelEnergy has reasons to believe that the legislation applicable to it prevents it from fulfilling its obligations under these BCRs or has substantial effect on the guarantees provided by the GDPR, it will promptly inform the Data Exporter and the Data Privacy Officer (except where prohibited by a law enforcement authority, such as prohibition under criminal law to preserve the confidentiality of a law enforcement investigation).

Where a NoelEnergy is subject to any legal Requirement in a third country that is likely to have a substantial adverse effect on the guarantees provided by these BCRs, the problem should be reported to the competent Supervisory Authority. 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 Supervisory Authority shall be clearly informed about the request, including information about the 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).

Where the suspension and/or notification is prohibited, the NoelEnergy will use its best efforts to obtain the right to waive this prohibition in order to communicate as much information as it can and as soon as possible, and be able to demonstrate that it did so.

If despite having used its best efforts, the NoelEnergy is not in a position to notify the competent Supervisory Authority, it shall provide annually general information on the requests it received to the competent Supervisory Authority (e.g. number of applications for disclosure, type of data requested, requester if possible, etc.).

In any case, the transfers of Personal Data by a NoelEnergy to any public authority shall not be massive, disproportionate and indiscriminate in a manner that would go beyond what is necessary in a democratic society.

The requirements of Section 4 may be set aside to the extent permitted by directly applicable EU law or the national law of the respective Data Exporter which originally transferred the Personal Data to a Data Importer outside the EEA.

13. Relationship between BCRs and National Law

In case local legislation in the EEA applicable to a NoelEnergy's Processing of Personal Data requires a higher level of protection for Personal Data, it will take precedence over these BCRs.

In any event, Personal Data shall be Processed in accordance with the principles relating to Processing of Personal Data set forth by the GDPR and the relevant national law.

14. Mutual Assistance and Cooperation with Supervisory Authorities

NoelEnergy will reasonably cooperate and assist each other to handle requests or complaints from Data Subjects with regards to these BCRs.

Supervisory Authorities who have approved these BCRs or who have jurisdiction over NoelEnergy under these BCRs may verify NoelEnergy compliance with these BCRs. NoelEnergy further undertake to reasonably cooperate with competent Supervisory Authorities regarding investigations, audits or inquiries regarding compliance with these BCRs and abide by legally binding advice of the competent Supervisory Authorities with respect to the interpretation and application of these BCRs.

15. Third-Party Beneficiary Rights

Data Subjects whose Personal Data are subject to these BCRs have the right to enforce Sections 4, 8, 9, 10, 11, 12, 14, 15, 17, of these BCRs by virtue of third-party beneficiary rights, subject to the other provisions of these BCRs.

Data Subjects whose Personal Data are subject to these BCRs can seek to enforce compliance with the above-mentioned rules that are published according to Section 16 as well as the GDPR, including in particular but not limited to remedies, liabilities and penalties, and may claim compensation for damages by lodging a complaint before the competent Supervisory Authorities and before the competent courts in the EEA, but not before any other supervisory authority, tribunal or court in any non-EEA jurisdiction. In case of a breach of these BCRs by NoelEnergy outside the EEA, they may also lodge a complaint before the competent Supervisory Authorities and before the competent courts in the EEA, either of the jurisdiction of the Data Exporter as defined under these BCRs, or of the jurisdiction of NoelEnergy s.r.l. in which case the authorities or courts will have jurisdiction and the Data Subjects will have the rights and remedies against NoelEnergy s.r.l. as if the violation by the NoelEnergy outside the EEA had been committed by NoelEnergy s.r.l. If a Data Subject brings such a claim, the burden of proof for demonstrating that the NoelEnergy outside the EEA is not responsible for the violation of these BCRs on which the Data Subject's claim is based lies with NoelEnergy s.r.l. If the latter can prove that the NoelEnergy outside the EEA is not responsible for the act, it may discharge itself from any responsibility.

For the avoidance of doubt, these BCRs shall not affect the rights of Data Subjects under applicable local Data Protection legislation in the EEA or prejudice or otherwise limit the ability of Data Subjects to enforce their rights in accordance with any applicable local legislation in the EEA.

16. Updates of the Content of these BCRs and List of Bound Members

These BCRs may be updated and amended. NoelEnergy s.r.l. shall inform the competent Supervisory Authorities once a year of any substantial change to these BCRs or to the list of NoelEnergy and also inform the Data Subjects of such changes in an appropriate manner. NoelEnergy s.r.l. shall report all changes to the BCRs to the NoelEnergy.

Where a modification would possibly affect the level of the protection offered by these BCRs or significantly affect these BCRs (i.e., changes to the binding character), it must be promptly communicated to the NoelEnergy and to the relevant competent Supervisory Authorities.

The Data Privacy Officer of NoelEnergy s.r.l. shall keep a fully updated list of the NoelEnergy, which is provided as an Appendix to these BCRs, and keep track of and record

any updates to the BCRs. No transfers of Personal Data under these BCRs will take place until the new member is effectively bound by these BCRs.

17. Publication

These BCRs shall be published and a link shall be made available on the website of every NoelEnergy in the EEA and for Employees on the Intranet. Data Subjects may request a copy of these BCRs by contacting NoelEnergy s.r.l. as explained in Section 18.

18. Contact Information EEA

contact:

Data Privacy Officer

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