Binding Corporate Rules ("BCR")

Coloplast Binding Corporate Rules Policy

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Coloplast

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1. Introduction

This document contains the provisions of the "Binding Corporate Rules ("BCR") for the Coloplast Group for the Protection of Personal Data" which are binding for all participating corporate entities within the Coloplast Group towards data subjects, by virtue of third-party beneficiary rights.

Protecting the security and privacy of personal data is important to the Coloplast Group and the Coloplast Group conducts its business in compliance with the applicable laws on data protection and data security.

The BCR are internal rules adopted by Coloplast A/S ("Coloplast") and its participating corporate entities ("Coloplast Entities"), including acquired entities Atos Medical, TRACOE Medical and Comfort Medical, to present "adequate safeguards for the protection of the privacy and fundamental rights and freedoms of individuals" within the meaning of applicable data protection law, especially the data protection laws of the Member States of the European Economic Area ("EEA").

2. Definitions

In the BCR the expressions have the meanings ascribed to them in the GDPR. Any reference to the EEA data protection authorities shall mean a reference to the supervisory authorities as defined under the GDPR. In addition to the terms used in the GDPR, terms written with a capital letter will have the meaning as ascribed to them below:

Term	Definition
Audit Protocol	Means the audit protocol set out in Appendix 2 to the BCR.
Binding Corporate Rules or BCR	Means the Coloplast Binding Corporate Rules set out in this Binding Corporate Rules Policy, including its appendices and the Undertaking.
Consent	Means any freely given specific and informed indication of the data subject's wishes by which the data subject signifies his agreement to personal data relating to him being processed.
Coloplast	Means Coloplast A/S
Coloplast Entity	Mean Coloplast and its participating corporate entities.
Coloplast Group	Means Coloplast A/S and all Coloplast Entities.
Compliant Handling Procedure	Means the complaint handling procedure set out in Appendix 3 of the BCR.
Coloplast Headquarter	Means Coloplast A/S.
Co-operation Procedure	Means the co-operation procedure set out in Appendix 4 of the BCR.
Group Data Protection Officer	Means the Group Data Protection Officer appointed by Coloplast.
GDPR, General Data Protection Regulation or Regulation	Means the EU Regulation (EU) 2016/679 (General Data Protection Regulation) to be applied as of 25 May 2018.
Local Data Protection Manager	Means the local data protection managers appointed for one or more Coloplast Entities.
Member State	Means a country within the EEA.
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, data

	concerning health or data concerning a natural person's sex life or sexual orientation.
Subject Access Procedure	Means the subject access procedure set out in Appendix 1 to the BCR.
Undertaking	Means the legally binding undertaking under which the Coloplast Entities are obliged to adhere to the BCR.
Updating Procedure	Means the updating procedure set out in Appendix 5 of the BCR.

The following acronyms are used in the BCR:

Term	Definition
BCR	Binding Corporate Rules
CFO	Chief Financial Officer
CIO	Chief Information Officer
EEA	European Economic Area
QMS	Corporate Quality System

3. Scope of the BCR

The BCR apply to Coloplast Entities which are processing personal data relating to data subjects, including all Coloplast Entities established:

(a) in the EEA or in a country with an adequate level of data protection as acknowledged by a decision of the European Commission; and

(b) outside the EEA or outside a country with an adequate level of data protection as acknowledged by a decision of the European Commission.

The BCR will cover all personal data transferred between the Coloplast Entities. This includes personal data concerning employees, customers, subcontractors and other third parties processed internally by the Coloplast Entities as part of their regular business activities.

The personal data transferred to other Coloplast Entities under the BCR will mainly comprise general employee data, such as name, function, salary information and personal identification number, and contact information on customers and suppliers. A detailed overview of the categories of data as well as the purposes relating to each category of data and its transfer is set out in Appendix 6 to the BCR. Transfers are made between the Coloplast Headquarter and the different Coloplast entities in the course of their use of global it-systems and shared services. Further transfers are made to all entities of the Coloplast group for reporting and analyses purposes. As an example, the Coloplast Headquarter will gather information received from the different Coloplast entities and consolidate such information to create aggregate reports and analyses for the whole Coloplast group. Finally, HR information is transferred between Coloplast entities for employee mobility and relocation purposes.

The transfer will be carried out between the Coloplast Entities in the countries listed in Schedule 1 of the Undertaking.

Coloplast Entities may also process and transfer special categories of personal data, namely health information about patients, and health information about employees regarding work related incidents.

4. Binding effect upon the Coloplast Entities

The Coloplast Entities have undertaken to adhere to the BCR and have duly signed a legally binding undertaking under which the Coloplast Entities are obliged to adhere to the BCR ("Undertaking").

Only the Coloplast Entities covered by the scope and who have undertaken to adhere to BCR will fulfil the obligations set out herein. Non-EU Coloplast entities covered will only adhere to the BCR and fulfil the obligations with respect to personal data transferred directly or indirectly out of the EU or EEA under the BCR.

5. Substantive principles for the processing of personal data

The following principles, which derive specifically from the GDPR and the Madrid Resolution of November 5, 2009, apply and will be enforced with respect to the processing of personal data by participating companies within the scope of the BCR:

5.1. Legitimacy and legality of data processing

The processing of personal data shall be done lawfully in compliance with the relevant statutory provisions and with due regard for the principles laid down in the BCR.

The processing of personal data is only permissible if at least one of the following prerequisites is fulfilled:

(c) the data subject has given its unambiguous Consent;

(d) data processing is necessary for the purpose of the performance of a contract to which the data subject is party or establishing a contractual relationship with the data subject;

(e) processing is necessary to safeguard legitimate interests of the controller and such legitimate interest is not overridden by the interest of the data subject;

(f) processing is necessary for compliance with the law of the Member State to which the controller is subject; or

(g) processing is required, exceptionally, to protect the vital interest, such as the life, health or safety, of the data subject.

5.2. Purpose

Personal data shall be processed exclusively for specified, explicit and legitimate purposes. Under no circumstances shall personal data be processed in a way that is incompatible with the legitimate purposes for which the personal data was collected. Coloplast Entities are obligated to adhere to these original purposes when storing and further processing or using personal data transferred to them by another Coloplast Entity. The purpose of data processing may only be changed with the consent of the data subject or to the extent permitted by the applicable law and information will be provided as required under GDPR. To the extent data is transferred from a Member State to a Coloplast Entity in a non-Member State, the purpose of the processing may only be changed with the consent of the data subject or to the extent permitted by the applicable law of the relevant Member State to which the Coloplast Entity transferring the personal data is subject.

5.3. Transparency

Each Coloplast Entity commits to make the BCR readily available to every data subject and the BCR will be available on Coloplast's website. All Coloplast Entities shall process personal data in a transparent manner. All Coloplast Entities will ensure that data subjects are provided with the information set out under section 6.1 of this BCR policy by the relevant Coloplast Entity (in consultation with the transferring company, if applicable).

5.4. Data quality and proportionality

Personal data must be correct and kept up to date. Appropriate measures are to be taken to ensure that inaccurate or incomplete personal data is corrected, blocked or erased.

Data processing shall be guided by the principle of proportionality. The objective is to collect, process, and use only such personal data as is required for the relevant purpose of the processing. In particular, Coloplast Entities will make use of the possibility to anonymise or pseudonymise personal data, provided that the cost and effort involved corresponds with the desired purpose. Statistical evaluations or studies based on anonymized personal data are not relevant for data protection purposes, provided that such personal data cannot be used to identify the data subject and provided that local law does not stipulate a higher level of protection for anonymized personal data than the BCR.

Personal data, which is no longer required for the purposes for which it was originally collected and stored, is to be erased. In the event that statutory retention periods apply, the data shall be blocked rather than erased.

5.5. Onward transfer of data

The transfer of personal data from a Coloplast Entity to a non-Coloplast Entity (i.e. a company that is not bound by the BCR) outside the EEA is only permissible under the following conditions:

(a) the country is deemed to be adequate under Article 45 of the GDPR; or

(b) the receiving entity demonstrates that it has an adequate level of protection for personal data within the meaning of Article 46 of the GDPR, e.g. by concluding an EU standard contract (Standard Contractual Clauses for Data Processors 2010/87/EU or Standard Contractual Clauses between Data Controllers 2001/497/EC or 2004/915/EC) or by concluding other appropriate contractual agreements between the transferring and the receiving entity; or

(c) the transfer is permissible under the exceptions defined in Article 49 of the GDPR

Transfers of personal data from a Coloplast Entity to any public authority cannot be massive, disproportionate and indiscriminate in a manner that would go beyond what is necessary in a democratic society.

Furthermore, if the receiving entity is a processor, the conditions set out in Articles 28 and 29 of the GDPR and Articles 24, 25 and 32 of the GDPR must additionally be satisfied. The requirement to enter into an agreement satisfying the requirements of Article 28 also applies where the receiving entity is a Coloplast Entity covered by the BCR.

5.6. Special Categories of personal data

The Coloplast Entities may, if required for the purpose of the relevant processing activity, process and transfer Special Categories of personal data, namely health information about patients, and health information about employees regarding work related incidents. Particular precaution must be taken if Special Categories of personal data are processed.

Should the processing of special categories of personal data be required, the explicit Consent of the data subject must be obtained, unless such processing is expressly permitted by the laws of a Member State (e.g. for the purpose of registering/protecting minorities), and additional requirements set out in the GDPR are complied with for the processing of Special Categories of personal data, including adequate security measures applicable for the processing of such personal data. Coloplast Entities will not process on the basis of explicit consent under this clause 5.6, where Union or Member state law has made exception to such processing pursuant to Article 9 (2) (a) of the GDPR.

The Group Data Protection Officer or the Local Data Protection Manager of the Coloplast Entity shall be consulted prior to the processing of special categories of personal data.

5.7. Direct Marketing

The Coloplast Entities will not approach data subjects with direct marketing enquiries without consent from the data subject, unless the data subject has previously bought products or services similar to the subject matter of the marketing enquiry and has not declined receiving such communications. The Coloplast Entities will inform the data subjects on their right to object to the processing of the data subjects' personal data for advertising purposes or for purposes of market research and/or opinion polling purposes. The Coloplast Entities will inform the data subject of its right to object free of charge to the processing of the data subject's personal data. In such cases, the Coloplast Entities will refrain from contacting the data subjects who have opted out of receiving marketing information.

5.8. Automated individual decisions

If personal data is processed for the purpose of making automated individual decisions, the legitimate interests of the data subject must be ensured through appropriate measures. Decisions which have legal consequences for the data subject or substantially prejudice the data subject may not be reached exclusively on the basis of an automated individual procedure designed to evaluate an individual's personal characteristics. An exception applies only if the decision:

(d) is taken in the course of entering into or performance of a contract and is necessary for the one of these, provided the request for the entering into or the performance of the contract, lodged by the data subject, has been satisfied or that there are suitable measures to safeguard the data subject's legitimate interests, such as giving the data subject the opportunity to put the data subject's point of view forward; or

(e) is authorized by a law which also lays down measures to safeguard the data subject's legitimate interests.

5.9. Data security

The Coloplast Group has established and documented an IT security organization and has integrated data security into the processes of this organization. The Coloplast Entities will take appropriate technical and organizational measures to ensure data security, which protects personal data against accidental or unlawful erasure, unauthorized use, alteration, loss and destruction as well as protecting against unauthorized disclosure or unauthorized access. Having regard to the state of the art and the cost of their implementation, such measures shall ensure a level of security appropriate to the risks represented by the processing and the nature of the personal data to be protected (data protection by design). Special categories of personal data shall be subject to specific security and protection measures. Such measures shall further ensure that, by default, only personal data which are necessary for each specific purpose of the processing are processed (data protection by default).

Specific measures are used to ensure adequate protection of personal data including admission controls, system access controls, data access controls, transmission controls, input controls, job controls, availability controls and segregation controls.

All computers and mobile devices are password/passcode protected and managed through a device management tool. The Coloplast intranet has a firewall system to protect internal company content from unauthorized external access. Transmission of personal data within the company's own network is typically encrypted, to the extent that the nature and intended purpose of the personal data requires this.

The Coloplast Entities has implemented a Data Protection Breach Procedure setting out how all personal data breaches must without undue delay be reported to the Coloplast Entities' Group Data Protection Officer and the relevant Local Data Protection Manager and procedures for how the Group Data Protection Officer must handle personal data breaches, including reporting such without undue delay to the Coloplast Headquarter. Furthermore, the Data Protection Breach Procedure sets out how the Coloplast Entities will ensure to notify relevant Data Protection Authorities without undue delay and no later than 72 hours after having become aware of the personal data breach and how the Coloplast Entities will ensure to notify data subjects of a personal data breach without undue delay where the personal data breach is likely to result in a high risk to their rights and freedoms of the data subjects. Furthermore, any personal data breaches will be documented (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 EEA data protection authority on request.

5.10. Confidentiality

Only Coloplast employees, who are authorized by Coloplast and have been specifically instructed in compliance with data protection requirements may collect, process or use personal data. Access authorization of the individual employee will be restricted according to the nature and scope of the employee's particular field of activity. The employee is prohibited from using personal data for private purposes, from transferring or from otherwise making personal data available to unauthorized persons. Unauthorized persons in this context include, for example, other employees, to the extent that they do not require the personal data to complete their specialist tasks. The confidentiality obligation continues beyond the end of the employment of the employee in question.

5.11. Commissioned data processing

When a Coloplast Entity (for the purpose of this section 5.11 the "Controller") commissions another legal entity not bound by the BCR (for the purpose of this section 5.11 the "Processor") to process personal data, the following requirements will be observed:

(f) the Processor is carefully assessed and selected by the Controller on the basis of the Processor's ability to ensure the implementation and maintenance of necessary technical and organizational security measures required for complying with the BCR in relation to data processing;

(g) the Controller will ensure and regularly verify that the Processor remains fully compliant with the agreed technical and organizational security requirements;

(h) the performance of commissioned data processing must be regulated in a written agreement in which the rights and obligations of the Processor are unambiguously defined. In particular, such agreement will stipulate that the Processor:

(i) processes the personal data only on documented instructions from the Controller;

(ii) ensures the confidentiality of persons processing the personal data;

(iii) will not engage another processor without prior authorisation from the Controller;

(iv) takes all measures required to implement the necessary technical and organisational security measures;

(v) ensures that any processing by a sub-processor will be subject to the same data protection requirements as stipulated in the agreement between the Controller and the Processor;

(vi) assists the Controller with answering requests from data subjects to exercise their rights;

(vii) that the Processor remains liable to the Controller for any breach of the data protection obligations by a sub-processor;

(viii) assists the Controller in ensuring compliance with applicable security requirements, notification of data protection authorities and data subjects in case of a data breach and with conducting data protection impact assessments and prior consultations with data protection authorities if necessary;

(ix) at the choice of the Controller deletes or returns all copies of the personal data to the Controller upon termination of the services;

(x) makes available to the Controller all information necessary to demonstrate compliance with data protection legislation, in particular that the Processor will contribute to audits, including inspections, conducted by the Controller or a third party appointed by the Controller; and

(xi) the Controller retains responsibility for the legitimacy of the processing and continues to be the point of contact for the data subject.

5.12. Record of processing activities

Each Coloplast Entity has established and maintains a record of all categories of processing activities carried out by the Coloplast Entity. The record of processing contains the following information for each processing activity:

(a) the name and contact details of the Coloplast Entity;

(b) the purposes of the processing;

(c) a description of the categories of data subjects and of the categories of personal data;

(d) the categories of recipients to whom the personal data have been or will be disclosed, including recipients in countries outside of the EEA;

(e) where transfers of personal data to a recipient in countries outside of the EEA, the country(ies) in which the recipient is established and the documentation of suitable safeguards (e.g. the Commission's standard contractual clauses);

(f) where possible, the envisaged time limits for erasure of the different categories of data;

(g) where possible, a general description of the technical and organisational security measures implemented to protect the personal data.

(h) The record is maintained in writing, including in electronic form, and will be made available to a EEA data protection authority on request.

5.13. Data Protection Impact Assessments

Each Coloplast Entity will assess the risk of its processing activities and where it is assessed that a processing activity is likely to result in a high risk to the rights and freedoms of natural persons, the Coloplast Entity will in cooperation with the Local Data Protection Manager carry out a data protection impact assessment in accordance with Article 35 of the GDPR.

If the data protection impact assessment indicates that the processing would result in a high risk in the absence of measures taken by the Coloplast Entity to mitigate the risk, the Local Data Protection Manager must consult the Group Data Protection Officer and the Group Data Protection Officer will consult the competent EEA data protection authority, prior to processing personal data for the relevant processing activity.

6. Essential rights of the data subject

6.1. Information obligations

6.1.1. Data obtained from the data subject

Except where the data subject already has the information, each Coloplast Entity will at the time when personal data are obtained, provide data subjects (from whom personal data relating to the data subject is collected) with at least the following information:

(a) the identity and contact details of the controller and its representative, if any;

(b) the contact details of the Group Data Protection Officer;

(c) the purpose(s) of the processing and the legal basis for the processing;

(d) where the processing is based on a balancing of interests, the legitimate interest pursued by the relevant Coloplast Entity;

(e) the recipients or categories of recipients;

(f) where applicable that the personal data is intended to be transferred to a third country, including how adequate safeguards for the protection of data is ensured and the means by which to obtain a copy of or more information on such adequate safeguards;

In addition, each Coloplast Entity will provide the following information to the data subject, insofar as such information is relevant and necessary to ensure fair and transparent processing:

(a) the period for which the personal data will be stored or if that is not possible, the criteria used to determine that period;

(b) the existence of the right to request access to, rectification or restriction of and/or erasure of personal data as well as the right to object to the processing and the right to data portability;

(c) where a processing is based on consent, the right to withdraw such consent;

(d) the right to lodge a complaint with a supervisory authority;

(e) whether the voluntary provision of personal data is a statutory or contractual requirement, or a requirement necessary to enter into a contract, including whether the data subject is obliged to provide the personal data as well as the possible consequences of failure to provide such personal data; and

(f) whether automated decision making, including profiling, will be applied to the personal data, including information on the logic involved in such decision making and the significance and envisaged consequences of such processing.

Where a Coloplast Entity intends to process personal data for a different purpose than that for which the personal data were originally collected, the Coloplast Entity in question will notify the data subject prior to that further processing on the purpose of such processing and provide the data subject with any other relevant information pursuant to clause 6.1.1 above.

6.1.2. **Data not obtained from the data subject**

Where the data has not been obtained from the data subject and where the data subject does not already have the information, each Coloplast Entity will provide the data subject with at least the following information:

(a) the identity and contact details of the controller and its representative, if any;

(b) the contact details of the Group Data Protection Officer;

(c) the purpose(s) of the processing and the legal basis for the processing;

(d) the categories of personal data concerned;

(e) the recipients or categories of recipients;

(f) where applicable that the personal data is intended to be transferred to a third country, including how adequate safeguards for the protection of data is ensured and the means by which to obtain a copy of or more information on such adequate safeguards;

In addition, each Coloplast Entity will provide the following information to the data subject, insofar as such information is relevant and necessary to ensure fair and transparent processing:

(a) the period for which the personal data will be stored or if that is not possible, the criteria used to determine that period;

(b) where the processing is based on a balancing of interests, the legitimate interest pursued by the relevant Coloplast Entity

(c) the existence of the right to request access to, rectification or restriction of and/or erasure of personal data as well as the right to object to the processing and the right to data portability;

(d) where a processing is based on consent, the right to withdraw such consent;

(e) the right to lodge a complaint with a supervisory authority;

(f) from which source the personal data originate, and if applicable, whether it came from publicly accessible sources;

(g) whether automated decision making, including profiling, will be applied to the personal data, including information on the logic involved in such decision making and the significance and envisaged consequences of such processing.

Each Coloplast entity will provide the information set out in this clause 6.1.2:

(a) within a reasonable period after obtaining the personal data, but no later than within one (1) month;

(b) where the personal data are to be used for communication with the data subject, at the latest when the Coloplast entity in question is first communicating to the data subject;

(c) if disclosure to a third party is envisaged, at the latest when the personal data is first disclosed to such third party.

Where a Coloplast Entity intends to process personal data for a different purpose than that for which the personal data were originally collected, the Coloplast Entity in question will notify the data subject prior to that further processing on the purpose of such processing and provide the data subject with any other relevant information pursuant to clause 6.1.2.

When provided for by applicable law of an EU Member State, the data subject will not have a right to information under the following circumstances:

(a) the provision of such information proves impossible or would involve a disproportionate effort, in particular for processing for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes, subject to complying with and implementing alternative measures as regulated by EU or Member State law;
if obtaining or disclosure of the personal data is expressly laid down by EU or Member State law to which the relevant Coloplast Entity is subject and which provides appropriate measures to protect the data subject's legitimate interests; or

(b) where the personal data must remain confidential subject to an obligation of professional secrecy regulated by EU or Member State law.

6.2. Rights of the data subjects

Each Coloplast Entity will ensure that all data subjects will be able to obtain:

(a) confirmation as to whether or not personal data relating to the data subjects is being processed and at least the following information:

(i) the purposes of the processing,

(ii) the categories of personal data concerned,

(iii) the recipients or categories of recipients to whom the personal data are disclosed,

(iv) the envisaged period for which the personal data will be stored, or, if not possible, the criteria used to determine that period,

(v) the existence of the right to request from the Coloplast Entity rectification or erasure of personal data or restriction of processing of personal data concerning the data subject or to object to such processing, the right to lodge a complaint with a supervisory authority,

(vi) where the personal data are not collected from the data subject, any available information as to their source, and

(vii) whether automated decision making, including profiling, will be applied to the personal data, including information on the logic involved in such decision making and the significance and envisaged consequences of such processing;

(b) communication to the data subject in an intelligible form of the personal data undergoing processing and of any available information as to their source, including a copy of the personal data undergoing processing;

(c) the rectification, erasure or blocking of personal data the processing of which does not comply with the provisions of the BCR or applicable law, in particular because of the incomplete or inaccurate nature of the data;

(d) notification to third parties to whom the data has been disclosed of any rectification, erasure or blocking carried out in compliance with (c), unless this proves impossible or involves a disproportionate effort, without constraint, at reasonable intervals and without excessive delay or expense. The response may be in a written form (e-mail is sufficient);

(e) restriction of a Coloplast Entity's processing of the data subject's personal data where:

(viii) the accuracy of the personal data is contested by the data subject, for a period enabling the Coloplast Entity to verify the accuracy of the personal data;

(ix) the processing is unlawful and the data subject opposes the erasure of the personal data and requests the restriction of their use instead;

(x) the Coloplast Entity no longer needs the personal data for the purposes of the processing, but they are required by the data subject for the establishment, exercise or defence of legal claims; or

(xi) the data subject has objected to processing pending the verification whether the legitimate grounds of the Coloplast Entity override those of the data subject;

(f) the right at any time to object, on grounds relating to the data subject's particular situation, where the processing of personal data is based on a balancing of interests, including profiling based on the balancing of interests.

(g) 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.

The law of a Member State may restrict the data subject's rights set out above, including the right to access if this right is exercised repeatedly within a short period of time, unless the data subject can show a legitimate reason for the repeated assertion of claims for information. Further, Coloplast may restrict the data subject's rights under clause 6.2(b) if the right adversely affect the rights and freedoms of others.

Where requests from a data subject are manifestly unfounded or excessive, in particular because of their repetitive character, the Coloplast Entity receiving a data subject access request may charge a reasonable fee, taking into account the administrative costs of providing the information or communication or taking the action requested, for providing the information set out under clause 6.2(b).

Further, each Coloplast Entity will ensure that all data subjects may at any time object to Coloplast's processing of data relating to the data subject. Where the objection is justified, each Coloplast Entity will ensure that the personal data is erased and no longer will be processed.

The data subject can assert the above rights by contacting the respective Coloplast Entity, the Local Data Protection Manager if one such is designated for the Coloplast Entity in question, or the Group Data Protection Officer.

7. Third party beneficiary rights

Data subjects whose personal data is (i) transferred from the EEA to a country outside the EEA by a Coloplast Entity and (ii) is subject to the BCR shall be able to enforce the following third party beneficiary rights against such Coloplast Entity in accordance with Clause 4 or Clause 6 of the Undertaking, as applicable:

(a) to seek enforcement of compliance with the BCR, including its appendices, including but not limited to seeking enforcement of the following rights and principles;

  (i) the substantive principles for the processing of personal data set out in Clause 5;

  (ii) the rights of the data subject set out in Clause 6.2;

  (iii) local statutory regulations in accordance with Clause 15, insofar as such local law stipulates a higher level of protection of personal data than the BCR;

  (iv) the right to make a compliant through the procedure set out in the Compliant Handling Procedure;

  (v) any support of or cooperation needed with data protection authorities pursuant to Clause 12;

(b) to lodge a complaint with an EEA data protection authority of competent jurisdiction, in particular in the Member State of the data subject's;

  (i) habitual residence;

  (ii) place of work; or

  (iii) where the alleged infringement of the BCR occurred; and/or

(c) to take action against a Coloplast Entity in order to enforce compliance with the BCR in the courts of the jurisdiction in which:

(i) the Coloplast Entity responsible for the alleged breach is established; or

(ii) the Coloplast Entity responsible for exporting the personal data is established; or

(iii) the data subject has his or her habitual residence;

(d) to make complaints to a Coloplast Entity within the EEA and, where appropriate, receive compensation from a Coloplast Entity for damage suffered as a result of a breach of the BCR in accordance with the determination of a court or other competent authority. Such complaints may be made in accordance with the Complaint Handling Procedure set out in Appendix 3;

(e) to obtain redress and where appropriate compensation from the exporting Coloplast Entity or the Coloplast Headquarter in case of any damages resulting from a breach of the BCR by a Coloplast Entity; and

(f) to obtain a copy of the BCR with its appendices and the Undertaking on request or by obtaining a copy of the BCR on Coloplast's website.

In the event of a claim being made in which a data subject has suffered damage Coloplast has agreed that the burden of proof to show that (i) a Coloplast Entity outside the EEA is not responsible for the breach, or (ii) that no such breach took place, will rest with the Coloplast Entity responsible for exporting the personal data to a Coloplast Entity outside the EEA. For claims directed towards the Coloplast Headquarter, the burden of proof will be on the Coloplast Headquarter, regardless of which Coloplast entity was responsible for the alleged breach.

In addition, claims may be brought against the Coloplast Headquarter that has undertaken to accept responsibility for and agreed to take the necessary action to remedy the acts of other Coloplast Entities outside of the EEA and to pay compensation for any damages resulting from the violation of the BCR by Coloplast Entities.

In the event that a non-EEA Coloplast Entity is no longer a party to the BCR or otherwise ceases to exist, the third-party beneficiary rights provided to Data Subjects under this clause 7 will survive in order to ensure that the Data Subject's rights are not affected by such withdrawal from the BCR.

8. Compliance and supervision of compliance

Coloplast has appointed a Group Data Protection Officer who is responsible for overseeing and ensuring compliance with the BCR. The Group Data Protection Officer advises the Group Executive Board, deals with the data protection authorities' investigations, conducts annual reports on compliance, and ensures compliance at a global level.

Coloplast has further appointed Local Data Protection Managers which are designated for most of the Coloplast Entities. The Local Data Protection Managers are responsible for handling local complaints from data subjects, reporting major privacy issues to the Group Data Protection Officer and for ensuring compliance at a local level. The Local Data Protection Manager further supports the Group Data Protection Officer and legal departments at regional and country level, which are responsible for overseeing and enabling compliance with the BCR on a day-to-day basis.

9. Subject Access Procedure

The Coloplast Entities will comply with the Subject Access Procedure set out in Appendix 1.

10. Audit

The Coloplast Entities will comply with the Audit Protocol set out in Appendix 2.

11. Complaint process

The Coloplast Entities will comply with the Complaint Handling Procedure set out in Appendix 3.

12. Cooperation with the data protection authorities

The Coloplast Entities will cooperate and support any personal data protection authorities in the event of inquiries and complaints from data subjects with regard to non-compliance with the BCR in accordance with the Co-operation Procedure set out in Appendix 4.

13. Update of the rules

The Coloplast Entities will comply with the Updating Procedure set out in Appendix 5.

14. Training

The Coloplast Entities will provide appropriate training to employees who have 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.

15. Relationship between BCR and local statutory regulations

The legitimacy of the processing of personal data is judged on the basis of the applicable local law. To the extent that the applicable local law stipulates a higher level of protection of personal data than the BCR, data processing shall be in accordance with the applicable law. Each Coloplast Entity shall check for itself, whether local data privacy laws exist and shall ensure compliance with these. If the applicable local law provides a lower level of protection for personal data than the BCR, the present BCR shall be applied.

Any member of the Coloplast Group Transferring Personal Data out of the EU/EEA will, with help from the recipient, and taking into account the circumstances of the Transfer, evaluate prior to the Transfer if National Legislation will prevent the member of the Coloplast Group from fulfilling its obligations under these BCRs. In addition, the member of the Coloplast Group will determine any required supplementary measures to be taken in accordance with requirements below. The Coloplast Group's DPO will review and approve the evaluation and any proposed supplementary measures.

Where a member of the Coloplast Group already Transfers Personal Data out of the EU/EEA and National Legislation is amended or otherwise updated, the member of the Coloplast Group will, before the amended or updated National Legislation enters into force, and with help from the recipient, evaluate if the amended or otherwise updated National Legislation will prevent the member of the Coloplast Group from fulfilling its obligations under these BCRs. In addition, the member of the Coloplast Group will determine required supplementary measures to be taken in accordance with below section. The Coloplast Group's DPO will review and approve the evaluation and any proposed supplementary measures.

Where the evaluation of National Legislation in accordance with above requires supplementary measures, the Coloplast Group will implement the required supplementary measures. The DPO, or the DPOs deputies, will review and approve any proposed supplementary measures. If no sufficient supplementary measures can be put in place, the member of the Coloplast Group must suspend the Transfer immediately and, if the Transfer does already take place, the recipient must return the Transferred Personal Data to the member of the Group and delete any existing copies.

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 Coloplast Group shall Process Personal Data in accordance with the National Legislation.

The outcome of any evaluations carried out in accordance with section 15 of these BCR and any proposed supplementary measures will be documented and made available to the Relevant SAs on request.

If a member of the Coloplast Group has reasons to believe that the existing or future National Legislation applicable to it may prevent it from fulfilling the instructions received from the Controller or its obligations under the BCRs or Service Agreement, it will promptly consult the DPO and notify this to the Controller which is entitled to suspend the transfer of

Personal Data and/or terminate the contract, to the EU headquarter Processor or EU member with delegated data protection responsibilities or the other relevant Privacy Officer/function, but also to the Supervisory Authority competent for the Controller and the SA competent for the Processor.

Any legally binding request for disclosure of the Personal Data by a law enforcement authority or state security body shall be communicated to the Controller unless otherwise prohibited (such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation). In any case, the request for disclosure should be put on hold and the competent SAs for the Controller and the Processor should be clearly informed about the request, including information about the Personal Data requested, the requesting body and the legal basis for disclosure (unless otherwise prohibited).

If in specific cases the suspension and/or notification are prohibited, the BCRs shall provide that the requested member of the Coloplast Group 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, in the above cases, despite having used its best efforts, the requested member of the Coloplast Group is not in a position to notify the competent SAs, it must commit in the BCRs to annually provide general information on the requests it received to the competent SAs (e.g. number of applications for disclosure, type of Personal Data requested, requester if possible, etc.).

In any case, transfers of Personal Data by a member of the Coloplast 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

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 Coloplast 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.

Where there is a conflict between national law and the commitments in the BCR the Group Data Protection Officer will escalate this to the executive management or general counsel of Coloplast who will take a responsible decision on what action to take and will consult the competent data protection authorities in case of doubt.

16. Contact

The Coloplast Group has a system in place to oversee and ensure compliance with all aspects of this BCR. The governance of the BCR is the responsibility of a Group Data Protection Officer reporting to the General Counsel.

Data subjects can raise any concerns with the local data Protection Manager of the relevant Coloplast Entity, if such one is designated, or with the Group Data Protection Officer at Coloplast:

Coloplast A/S
Holtedam 1
3050 Humlebaek
Denmark
Email: dataprotectionoffice@coloplast.com
Internet: http://www.Coloplast.com

Appendix 1 – Procedure on the data subject's right on access, rectification, blocking and deletion of personal data

2 Procedure on the data subject's rights of access, rectification, blocking and deletion of personal data

2.1 The GDPR gives data subjects whose personal data is collected and/or processed and used in the EEA, the right to be informed of whether any personal data about them is being processed by an organisation under the GDPR ("Subject Access").

2.2 Data subjects whose personal data is collected and/or used in EEA and/or transferred between Coloplast Entities, as defined in the Binding Corporate Rules, will also benefit from the right of Subject Access. This procedure explains how the Coloplast Entities deals with a subject access request relating to such personal data (referred to as "Request" in this procedure).

2.3 Where a Request is subject to the GDPR because it is made in respect of personal data collected and/or used within the EEA, such a request will be dealt with by the relevant Coloplast Entity in accordance with this procedure. This procedure does not confer rights nor override any legal provisions which either require or prevent disclosure of personal data. If e.g. in such cases where the applicable Member State data protection laws may differ from this procedure, the Member State data protection law will prevail. However, if the Member State law provides a lower level of protection for personal data than the GDPR the GDOR shall prevail. Each Coloplast Entity shall check for itself, whether such local statutory regulations (e.g. data protection laws) exist and shall ensure compliance with these.

2.4 A data subject making a Request to a Coloplast Entity under this procedure is entitled to:

a. Be informed whether the Coloplast Entity holds and is processing personal data about that data subject.

b. Be given at least the following information:

I. the purposes of the processing,

II. the categories of personal data concerned,

III. the recipients or categories of recipients to whom the personal data are disclosed,

IV. the envisaged period for which the personal data will be stored, or, if not possible, the criteria used to determine that period,

V. the existence of the right to request from the Coloplast Entity rectification or erasure of personal data or restriction of processing of personal data concerning the data subject or to object to such processing, the right to lodge a complaint with a supervisory authority,

VI. where the personal data are not collected from the data subject, any available information as to their source, and

VII. whether automated decision making, including profiling, will be applied to the personal data, including information on the logic involved in such decision making and the significance and envisaged consequences of such processing.

2.5 Communication in intelligible form of the personal data held by the Coloplast Entity.The data subject making a Request may do so in writing e.g. via email. However emails must not be sent through social networking platforms. The Request must be made by the data subject her or himself and sent to the Local Data Protection Manager. All Local Data Protection Managers are listed on Coloplast's website http://www.coloplast.com/Global/Legal-Aspects/.

2.6 The data subject making the Request is obliged to provide proof of identity and residence before the Request is processed by the relevant Coloplast Entity. Under normal circumstances no fee will be applied by the Coloplast Entities for the processing of the Request.

2.7 Subject to clause 1.6 a Coloplast Entity must respond to a Request within a maximum of four weeks of receipt of the Request or within this deadline inform the data subject making the Request when a response will be provided. However, a response must be provided within three months of receipt of the Request.

2.8 The Coloplast Entity may ask for information which the Coloplast Entity may reasonably require in order to confirm the identity of the data subject making the Request and to locate the information which that data subject seeks.

3 Procedure

3.1 Receipt of a Request

3.1.1 If any employee or subcontractor of a Coloplast Entity receives any Request from a data subject for its personal data, they must pass the Request to the Local Data Protection Manager immediately upon receipt indicating the date on which the Request was received together with any other information which may assist the Local Data Protection Manager to deal with the Request.

3.1.2 The Request does not have to be official or mention data protection law to qualify as a Subject access request.

3.2 Initial Steps

3.2.1 The Local Data Protection Manager will make an initial assessment of the Request to decide whether it is a valid request according to applicable law and this procedure and whether, any further information, including confirmation of identity, is required.

3.2.2 The Local Data Protection Manager will then contact the data subject in writing to confirm receipt of the Request, seek confirmation of identity or further information, if required, or decline the Request if one of the exemptions to subject access applies.

3.2.3 A Request may be refused where the Request is made to a Coloplast Entity established within the EEA and relates to the use or collection of personal data by that entity, if the refusal to provide the information is consistent with the law of the Member State in which the Coloplast Entity is established.

3.3 The Search and the Response

3.3.1 The Group Data Protection Officer, or a Local Data Protection Manager, will arrange a search of all relevant electronic and paper filing systems.

3.3.2 A Local Data Protection Manager may refer any complex cases to the Group Data Protection Officer, particularly where the Request includes information relating to third parties or where there is a risk that the release of personal data may prejudice commercial confidentiality or legal proceedings.

3.3.3 The personal data requested will be collated by the Local Data Protection Manager into a readily understandable format (internal codes or identification numbers used at the Coloplast Entity that correspond to personal data

shall be translated before being disclosed). A cover letter will be prepared by the Local Data Protection Manager which includes information required to be provided in response to a Request.

3.3.4 Where the provision of the information in permanent form is not possible or in cases where the interests of the data subject speak in favour thereof the communication may, however, be given in the form of oral information about the contents of the data. In such circumstances the data subject may be offered the opportunity to have access to the information by inspection in attendance of a Coloplast employee appointed by the Local Data Protection Manager or to receive the information in another form.

3.4 Request for deletion, rectification or blocking of personal data

3.4.1 If a request is received for the deletion, rectification or blocking of that individual's personal data, such a request must be considered and dealt with as appropriate by the Local Data Protection Manager.

3.4.2 If a Request is received advising of a change in that data subject's personal data, such information must be rectified or updated accordingly if a Coloplast Entity is satisfied that there is a legitimate basis for doing so.

3.4.3 If the Request is to cease processing the data subject's personal data because the rights and freedoms of the data subject are prejudiced by virtue of such processing by a Coloplast Entity, or on the basis of other compelling legitimate grounds, the matter will be referred by the Local Data Protection Manager to the Group Data Protection Officer to assess. Where the processing undertaken by a Coloplast Entity is required by Member State law, the Request will not be regarded as valid.

3.5 All queries relating to this procedure are to be addressed to the Local Data Protection Manager, who is entitled to pass such queries, including Requests and requests under 2.5 to the Group Data Protection Officer.

4 Complaint handling

4.1 If a data subject who made a Request, including a request under clause 2.5 above, remains dissatisfied with the outcome of the assessment made by Coloplast's Local Data Protection Manager and/or Group Data Protection Officer such person is entitled to complain according to Coloplast's Complaint Handling Procedure (Appendix 3 of the Binding Corporate Rules).

5 Further information and review of Procedure

5.1 If any more information about this procedure or any other aspect of subject access is needed, please contact:

Coloplast A/S
Holtedam 1
3050 Humlebaek
Denmark
Email: dataprotection@coloplast.com
Internet: http://www.Coloplast.com

5.2 This Procedure will be reviewed and considered in line with applicable EU and Member State laws and case law on subjects' access cases and subject to procedures under the Binding Corporate Rules.

Appendix 2 – Audit protocol

1. Background

1.1. The Coloplast Entities have adopted the BCR. The purpose of the BCR is to safeguard personal data transferred between and processed by the Coloplast Entities. The BCR requires approval from the EEA data protection authorities in the Member States from which the personal data is transferred to and processed in. One of the requirements of the EEA data protection authorities is that the Coloplast Entities audits according to the audit procedures compliant with the BCR and relevant best practices and quality standards. This document describes how the Coloplast Entities deal with this requirement.

2. Approach

2.1. Scope of audit

2.1.1. The Coloplast Group's audit effort is multi-layered, embedded in existing processes and covers the entire BCR framework and the requirements and activities thereunder.

2.1.2. Coloplast's Group Data Protection Officer or Coloplast internal auditors ensure that the audit activities address all aspects of the BCR, manage internal audit activities, including methods of ensuring that corrective and preventive actions will take place.

2.2. Responsibility for compliance

2.2.1. Coloplast's Group Data Protection Officer is responsible for bringing the result of an audit to the attention of the designated first line responsible employee (the data owner) and the General Counsel, and - if deemed necessary - also the CFO, CIO and the board of directors, who are all committed to ensuring that any corrective actions remedying any non-compliance will take place as soon as is reasonably possible.

2.3. Timing

2.3.1. The BCR is audited annually or at the request of Coloplast's Group Data Protection Officer. The scope of the audit is decided based on a risk and materiality assessment. Other audit activities are carried out according to predefined schedules.

2.4. Auditors

2.4.1. Audit of the BCR framework can be undertaken by Coloplast's internal auditors, other mandated employees or external specialists. The Group Data Protection Officer can also perform such an audit, unless there's a risk of conflict of interests.

2.5. Report

2.5.1. The Coloplast Entities will provide copies of the results of any audit of the BCR to EEA data protection authorities upon request. Data protection authorities may audit the Coloplast Entities for the purpose of reviewing compliance with the BCR. The Coloplast Entities will co-operate with the EEA data protection authorities and comply with the advice of the EEA data protection authorities on any issues related to the BCR. Coloplast's Group

Data Protection Officer and Legal Department will be responsible for liaising with the European data protection authorities for the above purposes.

Appendix 3 – Complaint handling procedure

1. Background

1.1. According to the current requirements by the data protection authorities in the Member States, the Coloplast Group is obliged to implement a complaint handling procedure as part of the BCR. The purpose of this procedure is to explain how a complaint brought by a data subject whose personal data is processed by a Coloplast Entity, is handled.

2. How to make a complaint

2.1. Data subjects can report complaints by contacting the Group Data Protection Officer, Local Data Protection Manager, Legal Department or Business Manager. Contact information is available on the Coloplast website Privacy Notice - Corporate (coloplast.com) where further information as to how to make complaints can be found.

2.2. Complaints are always forwarded to the relevant Local Data Protection Manager or Legal Department. Complaints may be in writing and can for an example be submitted via e-mail.

3. Complaint handling by Coloplast

3.1. The designated Local Data Protection Manager or Legal Department will handle the complaint in a diligent and efficient manner and take all relevant steps to handle the complaint according to the BCR and the law of the Member State in which the Coloplast Entity to which the complaint was submitted is established. The complaint handling procedure will include involving relevant employees within the Coloplast Entities and, if necessary, by taking external advice.

4. Response time

4.1. The local Coloplast legal department will acknowledge receipt of a complaint to the data subject concerned within five (5) working days, investigating and making a substantive response within one (1) month. The acknowledgement may be made by telephone followed up by a written confirmation. If, due to the nature of the matter or other compelling reasons a satisfactory response cannot be provided within this period, the local Coloplast legal department will inform the individual having filed a complaint accordingly, including as to when a response can be expected. However, a response must be provided within three months of receipt of the complaint.

5. When a finding is not acceptable to the complainant

5.1. If the finding by a Coloplast Entity is not acceptable and the complainant disputes the response of the Coloplast entity or any aspect of a finding and notifies the Coloplast Entity accordingly, the matter will be referred to the Group Data Protection Officer in Coloplast. The Group Data Protection Officer will review the matter and advise the complainant to either accept the original finding or to substitute a new finding. The Group Data Protection Officer will respond to the complainant within one month of the referral. As part of the review, the Group Data Protection Officer may arrange to meet the parties in an attempt to resolve the complaint. The costs for this will be borne by the applicable Coloplast Entity.

5.2. If the complaint is upheld, the Group Data Protection Officer will arrange for any necessary steps to be taken as a consequence depending on the character of the complaint and the steps taken by the data subject.

5.3. Data subjects, whose personal data is transferred from the EEA in accordance with the BCR, have rights under the BCR to:

(a) complain to a EEA data protection authority; and/or

(b) lodge an application with a court of competent jurisdiction,

if they are not satisfied with the way in which the complaint has been resolved. Individuals entitled to such rights will be notified accordingly as part of the complaints handling procedure and be given relevant information as how to lodge a complaint.

The data subjects whose personal data is collected or otherwise processed is entitled to file a complaint to an EEA data protection authority of competent jurisdiction or with a court as stated above, even if they have not beforehand filed a complaint with the relevant Coloplast Entity.

6. Third party beneficiary rights

Data subjects whose personal data is (i) transferred from the EEA to a country outside the EEA by a Coloplast Entity and (ii) is subject to the BCR shall be able to enforce the following third party beneficiary rights against such Coloplast Entity in accordance with Clause 4 or Clause 6 of the Undertaking, as applicable:

(g) to seek enforcement of compliance with the BCR, including its appendices, including but not limited to seeking enforcement of the following rights and principles;

(i) the substantive principles for the processing of personal data set out in Clause 5 of the BCR Policy;

(ii) the rights of the data subject set out in Clause 6.2 of the BCR Policy;

(iii) local statutory regulations in accordance with Clause 15 of the BCR Policy, insofar as such local law stipulates a higher level of protection of personal data than the BCR;

(iv) the right to make a complaint through the procedure set out in this Complaint Handling Procedure;

(v) any support of or cooperation needed with data protection authorities pursuant to Clause 12 of the BCR Policy;

(h) to lodge a complaint with an EEA data protection authority of competent jurisdiction, in particular in the Member State of the data subject's;

(i) habitual residence;

(ii) place of work; or

(iii) where the alleged infringement of the BCR occurred; and/or

(i) to take action against a Coloplast Entity in order to enforce compliance with the BCR in the courts of the jurisdiction in which:

  (i) the Coloplast Entity responsible for the alleged breach is established; or

  (ii) the Coloplast Entity responsible for exporting the personal data is established; or

  (iii) the data subject has his or her habitual residence;

(j) to make complaints to a Coloplast Entity within the EEA and, where appropriate, receive compensation from a Coloplast Entity for damage suffered as a result of a breach of the BCR in accordance with the determination of a court or other competent authority. Such complaints may be made in accordance with this Complaint Handling Procedure;

(k) to obtain redress and where appropriate compensation from the exporting Coloplast Entity or the Coloplast Headquarter in case of any damages resulting from a breach of the BCR by a Coloplast Entity; and

(l) to obtain a copy of the BCR with its appendices and the Undertaking on request or by obtaining a copy of the BCR on Coloplast's website.

In the event of a claim being made in which a data subject has suffered damage Coloplast has agreed that the burden of proof to show that (i) a Coloplast Entity outside the EEA is not responsible for the breach, or (ii) that no such breach took place, will rest with the Coloplast Entity responsible for exporting the personal data to a Coloplast Entity outside the EEA. For claims directed towards the Coloplast Headquarter, the burden of proof will be on the Coloplast Headquarter, regardless of which Coloplast entity was responsible for the alleged breach.

In addition, claims may be brought against the Coloplast Headquarter that has undertaken to accept responsibility for and agreed to take the necessary action to remedy the acts of other Coloplast Entities outside of the EEA and to pay compensation for any damages resulting from the violation of the BCR by Coloplast Entities.

In the event that a non-EEA Coloplast Entity is no longer a party to the BCR or otherwise ceases to exist, the third-party beneficiary rights provided to Data Subjects under this clause 7 will survive in order to ensure that the Data Subject's rights are not affected by such withdrawal from the BCR.

Appendix 4 – Co-operation procedure

1. This Co-operation Procedure sets out the way in which the Coloplast Entities will co-operate with the EEA data protection authorities in relation to the BCR.

2. Where required, the Coloplast Entities will make the necessary personnel available for dialogue with an EEA data protection authority in relation to the BCR.

3. Coloplast will:

3.1. Abide with any decisions made by the EEA data protection authorities on any data protection law issues that may affect the BCR; and

3.2. Comply with the views of the European Data Protection Board as outlined in its published guidance on Binding Corporate Rules.

4. The Coloplast Entities will provide upon request copies of the results of any audit of the BCR to an EEA data protection authority of competent jurisdiction.

5. If a Coloplast Entity is located within the jurisdiction of the EEA the Coloplast Entity agrees that the relevant EEA data protection authority may audit that the Coloplast Entity for the purpose of reviewing compliance with the BCR, in accordance with the applicable law of the Member State in which the Coloplast Entity is located, or, in the case of a Coloplast Entity located outside EEA, in accordance with the applicable law of the Member State from which the personal data is transferred under the BCR.

6. The Coloplast Entities agree to abide with a decision of the relevant EEA data protection authority on any issues related to the interpretation and application of the BCR.

Appendix 5 – Updating procedure

1. This Updating Procedure sets out the way in which Coloplast will communicate changes to the Binding Corporate Rules ("BCR") to the relevant EEA data protection authorities, data subjects and to the Coloplast Entities bound by the BCR.

2. Coloplast's Corporate Data Protection Officer will keep track of and record any updates to the BCR and provide the necessary information to the data subjects or EEA data protection authorities upon request.

3. Coloplast will without undue delay communicate any material changes to the BCR to the Danish Data Protection Agency (in Danish: "Datatilsynet") and any other relevant EEA data protection authorities. Coloplast will also provide a brief explanation of the reasons for any notified changes to the BCR. Coloplast will once a year provide Datatilsynet with an overview of changes made, which are not considered to be substantial.

4. Coloplast will communicate any changes to the BCR to the Coloplast Entities bound by the BCR and to relevant data subjects who benefit from the BCR. The BCR contains a change log which sets out the date the BCR is revised and the details of any revisions made.

5. Coloplast's Corporate Data Protection Officer will maintain an up to date list of the Coloplast Entities bound by the BCR and ensure that all new Coloplast Entities are bound by the BCR and can deliver compliance with the BCR before a transfer of personal data to them takes place.

Appendix 6 – Overview of data processing activities covered by the BCR

Introduction

5.1. This document provides an overview of the data processing activities that the BCRs cover.

Processing activities	Purpose of processing	Categories of data subjects	Categories of personal data	Categories of recipients (in scope of the BCR)	International transfer destination	Place of storage	Time limits for erasure
HR function	Recruitment, Hiring, Personnel Administration, Performance Management, Employee Development and Exit of employees	Employees, applicants, former employees	Contact information, CVs, applications, employment details, performance details, health information, criminal records, union membership	Coloplast Group Entities as defined in the BCR and as listed in the Undertaking	Data may be shared with central functions in HQ in Denmark and business support functions in Poland. Further, data may be transferred to the following international transfer destinations outside EU/EEA where Coloplast	If centralised HR system is used, data is stored within the EU. Data will also be stored in the following countries outside EU/EEA where Coloplast Entities are established: - Argentina - Australia - Bahrain - Brazil - Canada	Following local law requirements for keeping HR data and subject to clause 5.4 of the BCR.

					Entities are established: - Argentina - Australia - Bahrain - Brazil - Canada - China - Costa Rica - India - Israel - Japan - New Zealand - Russia - Singapore - South Africa - South Korea - Switzerland - Taiwan - Turkey - USA - United Arab Emirates (UAE) - United Kingdom (UK)	- China - Costa Rica - India - Israel - Japan - New Zealand - Russia - Singapore - South Africa - South Korea - Switzerland - Taiwan - Turkey - USA - United Arab Emirates (UAE) - United Kingdom (UK)	

Customer management	Management of customer relationships, including pharmacovigilance	Customers, patients/users, HCPs	Contact information, customer relationship details, including purchase history, health information (patients)	Coloplast Group Entities as defined in the BCR and as listed in the Undertaking	Data may be shared with central functions in HQ in Denmark and business support functions in Poland. Further, data may be transferred to the following international transfer destinations outside EU/EEA where Coloplast Entities are established: - Argentina - Australia - Brazil - Bahrain - Canada - China	If the centralised CRM system is used, data is stored within the EU. Data will also be stored in the following countries outside EU/EEA where Coloplast Entities are established: - Argentina - Australia - Brazil - Bahrain - Canada - China - Costa Rica - India - Israel - Japan - New Zealand - Russia - Singapore - South Korea - South Africa	Following local law requirements for keeping CRM and pharmacovigilance data and subject to clause 5.4 of the BCR.

					- Costa Rica - India - Israel - Japan - New Zealand - Russia - South Korea - South Africa - Switzerland - Taiwan - Turkey - USA - United Arab Emirates (UAE) - United Kingdom (UK)	- Switzerland - Taiwan - Turkey - USA - United Arab Emirates (UAE) - United Kingdom (UK) Data for pharmacovigilance is stored in a central system within the EU.	
Supplier management	Management of relationships with suppliers and other business contacts	Suppliers, other business contacts	Contact information, relationship details	Coloplast Group Entities as defined in the BCR and as listed in the Undertaking	Data may be shared with central functions in HQ in Denmark and business support functions in Poland.	If the centralised ERP system is used, data is stored within the EU. Data will also be stored in the following countries outside EU/EEA where Coloplast	Following local law requirements for keeping business related data, including local bookkeeping laws and subject to clause 5.4 of the BCR.

					Further, data may be transferred to the following international transfer destinations outside EU/EEA where Coloplast Entities are established: - Argentina - Australia - Bahrain - Brazil - Canada - China - Costa Rica - India - Israel - Japan - New Zealand - Russia - Singapore - South Africa - South Korea	Entities are established: - Argentina - Australia - Bahrain - Brazil - Canada - China - Costa Rica - India - Israel - Japan - New Zealand - Russia - Singapore - South Africa - South Korea - Switzerland - Taiwan - Turkey - USA - United Arab Emirates (UAE) - United Kingdom (UK)	

					- Switzerland - Taiwan - Turkey - USA - United Arab Emirates (UAE) - United Kingdom (UK)		
Research and development	Clinical trials and product development	Patients, HCPs	Contact information, relationship details, health information (patients)	Coloplast Group Entities as defined in the BCR and as listed in the Undertaking	Data is generally processed in the country of the Coloplast Entity being the sponsor of the trial/research activity, but may be shared with central functions in HQ in Denmark. Further, data may be transferred to	Data from clinical trials and research activities are stored in the country of the Coloplast Entity being the sponsor of the trial/research activity. Thus, data may also be stored in the following countries outside EU/EEA where Coloplast Entities are established:	Following local law requirements for keeping clinical trials and research data and subject to clause 5.4 of the BCR.

					the following international transfer destinations outside EU/EEA where Coloplast Entities are established: - Argentina - Australia - Bahrain - Brazil - Canada - China - Costa Rica - India - Israel - Japan - New Zealand - Russia - Singapore - South Africa - South Korea - Switzerland - Taiwan - Turkey	- Argentina - Australia - Bahrain - Brazil - Canada - China - Costa Rica - India - Israel - Japan - New Zealand - Russia - Singapore - South Africa - South Korea - Switzerland - Taiwan - Turkey - USA - United Arab Emirates (UAE) - United Kingdom (UK)	

					- USA - United Arab Emirates (UAE) - United Kingdom (UK)		
Group investigations function (whistleblower function)	Reporting and investigation of allegations of misconduct	Employees, former employees, consultants and business partners	Contact information, incl. names and positions of individuals and information about misconduct or violations	Coloplast Group Entities as defined in the BCR and as listed in the Undertaking	Data is stored with the central investigator/-whistleblower function at the HQ in Denmark. Cases can be assigned to local investigators outside EU/EEA (e.g. United States and China), if the alleged misconduct took place in those jurisditions. All EU/European	The centralized whistleblower-/case management system (EQS) is stored on servers in Germany (EU). The only employees in Coloplast, who have access to the system, are employees located out of HQ in Denmark, support employees in Poland. Data originating from EU/EEA will therefore only to a very limited extend	Following local law requirements for keeping data in relation to whistleblower reports and investigations and subject to clause 5.4 of the BCR.

					cases are only handled in EU by the Global Compliance Investigations Manager based in Denmark. Data from whistleblower reports may be shared with central management functions in HQ in Denmark, business as well as local management in the below countries, where Coloplast entities are established, if the alleged misconduct	be stored in the following countries: - Argentina - Australia - Bahrain - Brazil - Canada - China - Costa Rica - India - Israel - Japan - New Zealand - Russia - Singapore - South Africa - South Korea - Switzerland - Taiwan - Turkey - USA - United Arab Emirates (UAE) - United Kingdom (UK)	

					impacted that jurisdiction: - Argentina - Australia - Bahrain - Brazil - Canada - China - Costa Rica - India - Israel - Japan - New Zealand - Russia - Singapore - South Africa - South Korea - Switzerland - Taiwan - Turkey - USA - United Arab Emirates (UAE) - United Kingdom (UK)		

Appendix 7 – List of entities

Coloplast A/S Holtedam 1 3050 Humlebaek Denmark Company registration number: 69749917
Coloplast de Argentina SA Bouchard 547, 13 floor C1106ABG Buenos Aires Argentina Company registration number: No. 1.638.827 Registered in "Registro Publico de Comercio" (R.P.C) under No. 9319, libro 122, tomo "A" de Sociedades Anonimas.
Coloplast Pty Ltd. (Australia) Level 4, 1 Acacia Place Ferntree Business Park Notting Hill Victoria 3168 Australia Company registration number: ACN 054 949 692
Atos Medical Pty. Ltd. 31 / 6 – 8 Herbert Street, St Leonards, NSW 2065 Australia Company registration number: ACN 609712496
Coloplast Ges.m.b.H. Thomas Klestil Platz 10 A-1030 Vienna Austria Company registration number: FN 33237 d
Atos Medical Austria GmbH Carl-Benz-Straße 18 A-3300 Amstetten Austria Company registration number: FN 494039 d

TRACOE Medical GmbH Warwitzstraße 9 5020 Salzburg Austria Company registration number: FN 485340 k
TRACOE Medical GmbH Manama / Sea Front Block 346 Road 4609 Building 316 Flat / Shop No 2919 Bahrain Company registration number: 118057-1
Coloplast Belgium NV/SA De Gijzeleer Industrial Park Guido Gezellestraat 121 1654 Beersel/Huizingen Belgium Company registration number: T.V.A registration number 423.051.642
Atos Medical Belgium BV 266 Rue Royale BE - 1210 Brussel / Bruxelles Belgium Company registration number: 0870.179.971
Coloplast do Brasil Ltda. Avenida Nove de Julho 5229 - Jardim Paulista São Paulo, CEP 01407-907 Brazil Company registration number: NIRE 3320617208-44
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XTR Holding Limited Unit 1 Erivan Park, Wetherby, West Yorkshire, England, LS22 7DN Great Britain Company registration number: 09907816
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Coloplast Israel Ltd 5 Ha'melacha Street Netanya Israel Company registration number: 515675932
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