ABN AMRO GROUP

Binding Corporate Rules (BCR’s)

ABN AMRO Group

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1. WHEREAS

A reference to an Article is to that section under these BCR’s unless specified otherwise. Capitalized terms have the meaning as mentioned under Article 2 (‘Definitions’).

1.1 ABN AMRO Group Processes Personal Data in connection with its business which includes the Processing of Personal Data of its Clients, Employees and business partners.

1.2 ABN AMRO Group attaches great value to the respect of the privacy rights of individuals and considers that the Processing of their Personal Data must take place with such respect.

1.3 Within the European Economic Area (the “**EEA**”), the Processing of Personal Data is governed by the General Data Protection Regulation 2016/679 (the ‘**GDPR**’), which ensures one of the highest standards of respect and protection for the privacy rights of individuals.

1.4 The GDPR requires that those high protection standards must also be safeguarded if Personal Data are Transferred to a third country outside the EEA (a ‘Third Country’). The GDPR expressly recognizes the use of binding corporate rules as one of the safeguards to regulate the Transfer of Personal data to a Third Country that has not been recognised as providing an adequate level of protection in the meaning of the GDPR (‘a Non-Adequate Country’).

1.5 This document contains the ABN AMRO Group’s binding corporate rules as adopted in accordance with the GDPR and the European Data Protection Board Recommendations 1/2022 (the ‘**BCR’s**’). These BCR’s govern the situation where an ABN AMRO Group Company which is subject to the GDPR internationally Transfers Personal Data to an ABN AMRO Group Company established in a Non-Adequate Country, as further elaborated in this document.

1.6 These BCR’s will be published and adopted via an ABN AMRO policy, and will consequently become legally binding via ABN AMRO Group’s Policy Framework to any ABN AMRO Group Companies and Employees as mentioned in **Annex A**. This may include ABN AMRO Group Companies and Employees established in a Third Country. Subject to Article 20, some clauses also contain third party beneficiary rights which will be enforceable by a Data Subject.

HAS ADOPTED THESE BCR’s:

2. DEFINITIONS

The following definitions are used in these BCR’s:

2.1 “**ABN AMRO**” means ABN AMRO Bank N.V;

2.2 “**ABN AMRO Group**” means, collectively, ABN AMRO and its direct and indirect subsidiaries, affiliates and **branches•** and any (other) entities listed in **Annex A**;

2.3 “**ABN AMRO Group Company** or **Companies**” means, individually, ABN AMRO and each direct and indirect subsidiary, affiliate, branch and any (other) entity listed in Annex A that are bound by these BCR’s as per its terms;

2.4 "**ABN AMRO Data Exporter**” means the ABN AMRO Group Company subject to the GDPR pursuant Article 3.2, which Transfers the Personal Data outside of the EEA to an ABN AMRO Data Importer;

2.5 “**ABN AMRO Data Importer**” means the ABN AMRO Group Company situated outside the EEA which receives or remotely accesses and Processes those Personal Data from an ABN AMRO Data Exporter, irrespective of whether or not the importing ABN AMRO Group Company is subject to the GDPR;

2.6 "**Adequate Country**” means a Third Country where the European Commission has decided that such Third Country, a territory or one or more specified sectors within that Third Country ensures an adequate level of data protection in line with the European Data Protection Laws;

2.7 “**Binding Corporate Rules**” or “**BCR’s**” means ABN AMRO Group’s binding corporate rules for international Transfers of Personal Data to ABN AMRO Group Companies outside the EEA as adopted in accordance with the GDPR and the European Data Protection Board Recommendations 1/2022.

2.8 “**Biometric data**” means Personal Data resulting from specific technical Processing relating to the physical, physiological or behavioural characteristics of a natural person, which allow or confirm the unique identification of that natural person, such as facial images or dactyloscopic data;

2.9 “**Client**” includes the Data Subject with whom an ABN AMRO Group Company (i) has entered into a legal relationship, (ii) may wish to enter into a legal relationship or (iii) used to have a legal relationship; or (iv) a Data Subject who in any way contacted an ABN AMRO Group Company; or (v) a Data Subject whose Personal Data are obliged to be Processed by an ABN AMRO Group Company in connection with contractual or legal obligations with a customer or a third party;

2.10 “**Consent**” of the Data Subject means any freely given, specific informed and unambiguous indication of the data subject’s wishes by which he or she, by a statement or by a clear affirmative action, signifies agreement to the Processing of Personal Data relating to him or her;

2.11 “**Criminal Personal Data**” means Personal Data relating to criminal convictions and offences or related security measures;

2.12 “**Data Concerning Health**” means personal data related to the physical or mental health of a natural person, including the provision of health services, which reveal information about his or her health status;

2.13 “**Data Protection Supervisory Authority**” means an independent public authority competent by virtue of EEA or Member State law that supervises, through investigative and corrective powers, the application of EEA or Member State data protection law at EEA or national level in one or more Member States or Third Countries by virtue of national or international law;

2.14 "**Data Subject**" means an identified or identifiable natural person to whom the Personal Data relates;

2.15 "**DPIA**" means a data protection impact assessment;

2.16 "**DPO**" means an independent function within ABN AMRO as further described in Article 24 of these BCR's;

2.17 "**Employee**" includes any Data Subject potentially, currently or formerly employed by any ABN AMRO Group Company. This includes applicants, temporary workers, contractors or trainees of any ABN AMRO Group Company;

2.18 "**European Data Protection Law(s)**" means the GDPR and any applicable data protection laws at EEA or Member State level, including local legislation implementing the requirements of the GDPR and subordinate legislation, in each case as amended from time to time**;**

2.19 "**EEA**" means the European Economic Area (which consists of the European Union, Iceland, Liechtenstein and Norway)**;**

2.20 "**EEA laws**" means any applicable laws at EEA or European Union level;

2.21 "**International Organisation**" means an organisation and its subordinate bodies governed by public international law, or any other body which is set up by, or on the basis of, an agreement between two or more countries;

2.22 "**GDPR**" means the European Union Regulation 2016/679 (the General Data Protection Regulation);

2.23 "**Non-Adequate Country**" means a Third Country which is not an Adequate Country;

2.24 "**Member State**" means a member state of the EEA;

2.25 "**Onward Transfer**" means a subsequent Transfer of Personal Data by an ABN AMRO Data Importer to another ABN AMRO Group Company or Third Party in a Third Country;

2.26 "**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 his physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;

2.27 "**Personal Data Breach**" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed;

2.28 "**Personal Data Controller**" means the natural or legal person, public authority, agency or any other body, being either an ABN AMRO Group Company or a Third Party, which alone or jointly with others determines the purposes and means of the Processing of

Personal Data;

2.29 "**Personal Data Processor**" means any individual or legal person, public authority, agency or any other body, being either an ABN AMRO Group Company or a Third Party, which Processes Personal Data on behalf of an ABN AMRO Group Company;

2.30 "**Privacy Officer**" means the officers which support the DPO in its independent function as per the privacy governance put in place and approved by ABN AMRO;

2.31 "**Process(ing)**" means any operation or set of operations which is performed on Personal Data, or on sets of Personal Data, whether or not by automatic means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

2.32 "**Profiling**" means any form of automated Processing of Personal Data consisting of the use of Personal Data to evaluate certain personal aspects relating to a natural person, in particular to analyse or predict aspects concerning that natural person's performance at work, economic situation, health, personal preferences, interests, reliability, behaviour, location or movements;

2.33 "**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, excluding when such public authority receives Personal Data in the framework of a particular inquiry in accordance with EEA or Member State law;

2.34 "**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;

2.35 "**Third Country**" means any country outside the EEA;

2.36 "**Third Party**" means any natural or legal person, public authority, agency, International Organisation or any other body other than the ABN AMRO Group Companies listed in **Annex A**. For completeness' sake, any entities affiliated to ABN AMRO not listed in **Annex A** must also be considered as a Third Party;

2.37 "**Transfer**" refers to the Processing whereby an ABN AMRO Data Exporter discloses by transmission or otherwise makes available Personal Data to a Third Country, including remote access, to an ABN AMRO Data Importer;

2.38 "**Transfer Impact Assessment**" means the assessment of the laws and practises of a Non-Adequate Country.

3. SCOPE OF THE BCR'S

3.1 These BCR's apply if an ABN AMRO Group Company subject to the GDPR Transfers Personal Data (the '**ABN AMRO Data Exporter'**) to an ABN AMRO Group Company receiving and Processing the Personal Data in a Non-Adequate Country, irrespective of whether or not this receiving ABN AMRO Group Company is subject to the GDPR (the '**ABN AMRO Data Importer'**). For completeness' sake, Transfers to ABN AMRO

Data Importers in an Adequate Country are not in scope of these BCR's, as they require no further Transfer mechanism.

3.2 An ABN AMRO Group Company will be subject to the GDPR, if and to the extent it:

a) Processes the Personal data in the context of the activities of an establishment of an ABN AMRO Group Company which acts as Personal Data Controller or Personal Data Processor in the EEA, regardless of whether the Processing takes place in the EEA or not, and including the situation where data not originating from the EEA have been Transferred to an ABN AMRO Group Company in the EEA and will be Transferred back; or

b) offers goods or services to Data Subjects in the EEA; or,

c) monitors the behaviour of Data Subjects in the EEA as far as their behaviour takes place within the EEA.

3.3 These BCR's also apply to Onward Transfers by an ABN AMRO Data Importer to other ABN AMRO Group Members bound by these BCR's.

3.4 Transfers to Third Parties which do not concern an Onward Transfer or otherwise do not fall under the scope of these BCR's may still be governed by other ABN AMRO policies and the European Data Protection Laws.

3.5 Without prejudice to Article 3.6, all ABN AMRO Group Companies under **Annex A** and their Employees are bound by these BCR's if they Transfer and Process those Personal Data in scope these BCR's. A table describing Transfers under these BCR's is attached as **Annex B**. ABN AMRO Group Companies which cease to be part of Annex A, will be considered a Third Party and will in that case have to maintain the protection for the Transfers in accordance with Article 14, in particular Article 14.9 and 14.10.

Processing out of scope

3.6 An ABN AMRO Group Company which Processes purely domestic data not originating from the EEA or otherwise Processes Personal Data outside the scope of these BCR's will comply with applicable local laws in the Third Country. Such ABN AMRO Group Company may also explicitly decide to apply the level of protection set out in these BCR's, in which case it will also include the safeguards from Article 3.7 (Conflict with local laws and policies) and Article 15 (Laws and Practises in Third countries).

Conflict with local laws and policies

3.7 Locals laws in Third Countries will only apply in addition to the safeguards contained in these BCR's and insofar they do not contradict those safeguards. Local laws in Third Countries may first require an assessment of that local legislation as per Article 15. Where provisions of applicable Member State laws offer a higher level of protection to Data Subjects which do not contradict with EEA law, the provisions of that applicable Member State law will apply.

3.8 An ABN AMRO Group Company shall promptly inform Legal and DPO of ABN AMRO when it has reasons to believe that the local legislation ensures a higher level of protection and can be applied in addition to the safeguards in these BCR's. Any conflict with local legislation regarding a Transfer of Personal Data to a Third Country will be solved in accordance with Article 15.

3.9 These BCR's are in force in addition to other privacy policies or similar arrangements of ABN AMRO Group Companies. Those policies or arrangements may only apply in addition to the safeguards contained in these BCR's and insofar they do not contradict those safeguards.

3.10 These BCR's will be implemented through the procedures set out in the ABN AMRO policy framework. Principles set out in these BCR's will be further developed where required in order to facilitate the BCR's implementation within ABN AMRO Group. Either Legal or the DPO within ABN AMRO Group will decide whether the principles of these BCR's need to be further developed and how this should occur. Any such further development will be compatible with the principles established in these BCR's. ABN AMRO Group Companies will be provided with practical instructions on these BCR's.

4. GROUNDS FOR LAWFUL PROCESSING

4.1 Personal Data may only be Processed if at least one of the following grounds applies:

a) the Processing is necessary for the performance of a contract to which the Data Subject is a party or in order to take steps at the request of the Data Subject prior to entering into a contract;

b) the Processing is necessary for compliance with a legal obligation under EEA or Member State law, or any Third Country law applicable subject to Article 15 of these BCR's, to which the ABN AMRO Group Company is subject;

c) the Processing is necessary in order to protect the vital interests of the Data Subject;

d) the Data Subject has unambiguously given his Consent to the Processing; or

e) the Processing is necessary for the purposes of the legitimate interests pursued by the ABN AMRO Group Company or by the Third Party or Parties to whom Personal Data are disclosed, except where such interests are overridden by the interests or fundamental rights and freedoms of the Data Subject.

4.2 ABN AMRO Group Companies will inform Data Subjects of their legitimate interests to Process Personal Data on the ground referred to in Article 4.1 e) and as per Article 16. Examples of these legitimate interests are:

a) the protection of property and Personal Data of Clients of ABN AMRO Group and others;

b) the protection of ABN AMRO's financial position (for example, by undertaking financial risk assessments), the interests of Clients and the interests of others (for example, in the event of an insolvency), being able to satisfy the expectations of competent authorities and regulators;

c) carrying out fraud detection activities so that Clients of ABN AMRO Group or ABN AMRO Group itself do not suffer losses as a result of fraud and to contribute to preserving the integrity of the financial sector;

d) perform marketing activities, for example in order to keep ABN AMRO Group Clients up to date on product changes and send information, offers and other relevant news through different means such as post, email, social media, banners on websites, etc, insofar consent is not required;

e) offering Clients optimised services and products. To this end, ABN AMRO Group conducts statistical and scientific research for example to understand how products perform, whether they should be modified or how they should be updated. Such research may also include using advanced analytics, such as artificial intelligence, on Client and/or Employee Personal Data to identify the impact of management decisions as long as permitted as per the terms of these BCR's and applicable local legislation, insofar consent is not required;

f) organising ABN AMRO Group, record keeping and organising its systems efficiently. ABN AMRO Group Companies must organise their banking systems optimally and efficiently to inter alia meet legal obligations and ensure adequate date quality. To that end, ABN AMRO Group centralises its Client, HR and business management systems that allow the further distribution and use of Personal Data in accordance with the principles set out in these BCR's. It also makes use of service providers that help in such efficient organisation;

g) Academic research and statistical research. ABN AMRO Group performs statistical research into macro-economic trends such as industrial growth or consumer behaviour, among other things;

h) to the extent permitted by local laws and provided that an adequate assessment of such legitimate interests is carried out it may be possible to disclose Personal Data to Third Parties for the legitimate interests of such Third Parties. One such legitimate interest may be the disclosure of data of someone who has wrongly received a money Transfer and refuses to Transfer it back to the person who by mistake Transferred the amount, to such person. This person has a legitimate interest to commence legal proceedings to recover the wrongfully Transferred amount.

Consent and withdrawal

4.3 In case the Consent of a Data Subject is required, ABN AMRO Group Companies shall ensure that the Data Subject unambiguously provides his informed, specific and free Consent to the Processing of Personal Data, in accordance with the following:

a) the ABN AMRO Group Company shall inform the Data Subjects of the purposes of the Processing for which Consent is required, of the possible consequences of the Processing for the Data Subject as well as of such other information insofar as necessary to ensure a fair Processing of such Personal Data. When assessing whether Consent is freely given, account will be taken of whether, among other things, the performance of the contract, including the provision of a service, is conditional on Consent to the Processing of Personal Data that is not necessary for the performance of that contract.

b) ABN AMRO Group Companies shall not seek the Consent of Employees for Processing their Personal Data which is directly or indirectly connected to the employment of such Employee, unless such Processing has no foreseeable adverse consequences for Employees employment relationship with the relevant ABN AMRO Group Companies or to the extent it follows from applicable EEA or Member State law.

c) To the extent that Consent is relied on, ABN AMRO Group Companies shall be able to demonstrate that the Data Subject has consented to the Processing of his Personal Data.

d) Providing Consent is form free. Notwithstanding this, if Consent of the Data Subject is given in a written document that does concern other matters, the request for Consent shall be presented in such a manner that is clearly distinguishable from the other matters, in an intelligible and easily accessible form, using clear and plain language. Any part of such Consent declaration which constitutes an infringement of the European Data Protection Laws shall not be binding.

e) Where Consent has been granted, the Data Subject may withdraw such Consent at all times. In that case, an ABN AMRO Group Company shall cease the Processing of the relevant Personal Data without undue delay upon receipt of such withdrawal. The withdrawal of Consent shall not affect the lawfulness of Processing based on it before its withdrawal.

f) Where Consent has been provided by an Employee, no negative consequences will follow from withdrawing such Consent, except where consent has been obtained which had been necessary following from other applicable EEA or Member State laws which protect a different interest (e.g. via employment or non-competition law) and do not conflict with the protection level of the European Data Protection Laws.

5. PURPOSE LIMITATION

5.1 Personal Data shall be Processed only for specified, explicit and legitimate purposes and will not be further Processed in a manner that is incompatible with those purposes, ABN AMRO Group Companies must determine whether the purposes for the Processing of Personal Data are compatible in accordance with Article 5.2.

5.2 In order to ensure that the Processing of Personal Data takes place for compatible purposes as per Article 5.1, ABN AMRO Group Companies shall take into account, inter alia, the following:

a) any link between the purposes for which the Personal Data have been collected and the purposes of the intended further Processing;

b) the context in which the Personal Data have been collected, in particular regarding the relationship between Data Subjects and the Personal Data Controller;

c) the nature of the Personal Data, in particular whether Special Categories of Personal Data are Processed or whether the Personal Data relates to Criminal Personal Data;

d) the possible consequences of the intended further Processing for Data Subjects;

the existence of appropriate safeguards, which may include encryption or pseudonymisation.

6. SPECIAL CATEGORIES OF PERSONAL DATA

6.1 ABN AMRO Group Companies shall not Process Special Categories of Personal Data, except where:

a) the Data Subject has given explicit Consent, except where applicable European Data Protection Laws provide that Data Subjects' Consent does not lift the general prohibition to Process Special Categories of Personal Data;

b) the Processing is required or authorised by EEA or Member State law, or any Third Country law applicable subject to Article 15 of these BCR's;

c) the Processing is necessary for the establishment, exercise or defence of legal claims;

d) the Processing is necessary to protect the vital interests of the Data Subject;

e) the Processing is necessary for the purpose of a substantial public interest, on the basis of EEA 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 Subjects or the relevant Data Protection Supervisory Authority has granted an exemption; or

f) the Personal Data has been made manifestly public by the Data Subject.

6.2 Notwithstanding Article 6.1 and the provisions or restrictions of EEA and Member State laws on the Processing of Data Concerning Health, Data Concerning Health shall only be Processed by persons who are bound to secrecy by virtue of their office, profession or legal regulations or by virtue of an agreement, except insofar as they are obliged to disclose this information by law or their task requires that this information should be disclosed to others who are authorised to Process this information.

6.3 Data Concerning Health will be handled confidentially. Access will only be granted to authorised persons within the organization.

7. CRIMINAL PERSONAL DATA

7.1 Processing of Criminal Personal Data based on the grounds for lawful Processing of Article 4 (1) shall be carried out only when the Processing is authorised by EEA or Member State law providing for appropriate safeguards for the rights and freedoms of Data Subjects which will not undermine the level of protection afforded by the GDPR.

8. AUTOMATED DECISION-MAKING

8.1 Data Subjects 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 them.

8.2 Article 8.1 shall not apply if the decision:

a) is necessary for entering into, or performance of, a contract between the Data Subject and a Personal Data Controller;

b) is authorised by EEA or Member State law to which the Personal Data Controller is subject and which also lays down suitable measures to safeguard the Data

Subject's rights and freedoms and legitimate interests; or

c) is based on the Data Subject's explicit Consent.

8.3 In the cases referred to in points (a) and (c) of Article 8.2, the Personal Data Controller shall implement suitable measures to safeguard the Data Subject's rights and freedoms and legitimate interests, at least the right to obtain human intervention on the part of the controller, to express his or her point of view and to contest the decision. These rights can be exercised according to the procedures that each ABN AMRO Group Company adopts regarding the exercise of Data Subject Rights referred to in Article 17.

8.4 Decisions referred to in Article 8.2 shall not be based on Special Categories of Personal Data, unless Article 6.1 a) or e) applies and suitable measures to safeguard the Data Subject's rights and freedoms and legitimate interests are in place.

8.5 The different Member States may have provided for particular additional exceptions to the right referred to in Article 8.2. In such case and for the Processing of Personal Data performed by Personal Data Controllers established in Member States with such legislation in place, Data Subjects may be subject to automated decision making as allowed per such Member State law.

8.6 If Member States have not provided for such particular additional exceptions to the to the right referred to in Article 8.1, ABN AMRO Group Companies in such Member States may only apply automated decision-making according to Articles 8.2a) and 8.2c) of these BCR’s. ABN AMRO Group Companies outside the EEA will first consult with Legal and the DPO of ABN AMRO before engaging in automated decision making as per Article 8.2.

8.7 ABN AMRO Group Companies will provide specific information on automated decision-making in accordance with Article 16.1 m).

9. DATA MINIMISATION AND DATA QUALITY

9.1 ABN AMRO Group Companies will ensure that Personal Data shall be adequate, relevant and not excessive and limited to what is necessary in relation to the purposes for which the Personal Data are Processed.

9.2 ABN AMRO Group Companies will ensure that Personal Data shall be accurate and, where necessary, kept up to date. This means every reasonable step must be taken to ensure that Personal Data that are inaccurate, having regard to the purposes for which they are Processed, are erased or rectified without undue delay.

10. RETENTION OF PERSONAL DATA

10.1 ABN AMRO Group Companies shall determine the retention period for the Personal Data Transferred under these BCR’s, for which applicable European Data Protection Laws and local laws will be taken into account in accordance with Article 3 (Conflict of laws). The retention period shall not be longer than the time necessary to achieve the purposes for which the Personal Data have been collected or further Processed, including further Processing for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes in accordance with the European Data Protection Laws. This may include the purpose to retain Personal Data for defence of the ABN AMRO Group Company against legal claims or regulatory requests. Once this period has lapsed, ABN AMRO Group Companies shall ensure that the Personal Data Transferred under these BCR's are either:

a) deleted;

b) anonymised, so they can still be used for statistical purposes.

11. SECURITY AND CONFIDENTIALITY

11.1 ABN AMRO Group Companies shall take appropriate technical and organisational security measures to protect Personal Data against the risks presented by the Processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Personal Data and against all other unlawful forms of Processing in accordance with adequate internal instructions and security policies adopted by ABN AMRO Group, which may change from time to time. Where local laws prescribe specific instructions and measures to be adopted for the purposes of this article, or where they set a higher level of protection, those local laws will only apply in accordance with Article 3 and 15 of these BCR's.

11.2 ABN AMRO Group Companies ensure that persons authorised to Process the Personal Data have committed themselves to confidentiality, either because it follows from the nature of the employment relationship in the respective country, by means of a confidentiality clause in the employment agreement or any separate non-disclosure agreements.

12. PERSONAL DATA BREACHES

12.1 ABN AMRO Group has a global Process in place for (i) identifying, (ii) assessing and (iii) notifying the relevant Data Protection Supervisory Authorities of Personal Data Breaches without undue delay and, where required, communicating these to the Data Subjects.

12.2 In the case of a Personal Data Breach, each ABN AMRO Group Company shall without undue delay follow the local internal procedure for Personal Data Breaches and will ensure that the Privacy Officer and the DPO, as referred to in Article 24, are immediately informed about the details of the Personal Data Breach.

12.3 The ABN AMRO Group Company acting as Personal Data Controller shall alone or after consultation with the DPO notify the relevant Data Protection Supervisory Authorities of the Personal Data Breach, without undue delay and where feasible, at the latest, 72 hours after having become aware of it, unless Personal Data Breaches are unlikely to result in a risk to the rights and freedoms of natural persons. Any Personal Data Breach should be documented (comprising the facts relating to the personal data breach, its effects, and the remedial action taken), and the documentation should be made available to the Data Protection Supervisory Authority upon request.

12.4 If an ABN AMRO Group Company acting as a Personal Data Processor becomes aware of a Personal Data Breach, it will without undue delay inform also the ABN AMRO Group Company acting as Personal Data Controller in accordance with Article 12.2.

12.5 Where the ABN AMRO Group Company cannot notify the Data Protection Supervisory Authorities within 72 hours, the notification shall also be accompanied by the reasons for the delay. The Data Subject will be informed by ABN AMRO Group Companies of Personal Data breaches where it is likely to result in a high risk to their rights and freedoms, unless an exception applies in accordance with European Data Protection Laws.

13. PERSONAL DATA PROCESSING WITH OTHERS

13.1 If an ABN AMRO Data Exporter acting as a Personal Data Controller engages an ABN AMRO Data Importer or Third Party acting as Personal Data Processor for the Processing activities carried out on Personal Data Transferred under these BCR's, this relationship will be governed by an (intra-company) contract or other legal act which shall stipulate, in particular, that the Personal Data Processor:

a) Processes the Personal Data only on documented instructions from the Personal Data Controller, including with regard to Transfers of Personal Data to a Third Country or an International Organisation, unless required to do so by EEA or Member State law to which the Personal Data Processor is subject; in such a case, the Personal Data Processor shall inform the Personal Data Controller of that legal requirement before Processing, unless that law prohibits such information on important grounds of public interest;

b) ensures that persons authorised to Process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

c) takes all technical and organisational measures required under the GDPR;

d) respects the conditions for engaging another Personal Data Processor as mentioned Article 13.3 and 13.4 of these BCR's;

e) taking into account the nature of the Processing, assists the Personal Data Controller by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Personal Data Controller's obligation to respond to requests for exercising the Data Subject's rights laid down in the these BCR's;

f) assists the Personal Data Controller in ensuring compliance with the GDPR obligations regarding security measures, data breach notifications and (prior supervisory consultation of) DPIA's, taking into account the nature of Processing and the information available to the Personal Data Processor;

g) at the choice of the Personal Data Controller, deletes or returns all the Personal Data to the Personal Data Controller after the end of the provision of services relating to Processing, and deletes existing copies unless EEA or Member State law requires storage of the Personal Data;

h) makes available to the Personal Data Controller all information necessary to demonstrate compliance with the obligations laid down in this Article and allow for and contribute to audits, including inspections, conducted by the Personal Data Controller or another auditor mandated by the Personal Data Controller.

13.2 With regard to Article 13.1h), the contract will contain that a Personal Data Processor shall immediately inform the Personal Data Controller if, in its opinion, an instruction infringes the GDPR or other EEA or Member State data protection provisions.

13.3 A Personal Data Processor shall not engage another Personal Data Processor without prior specific or general written authorisation of the engaging Personal Data Controller. In the case of general written authorisation, the engaging Personal Data Processor shall inform the Personal Data Controller of any intended changes concerning the addition or replacement of other Processors, thereby giving the Personal Data Controller the opportunity to object to such changes.

13.4 Where a Personal Data Processor engages another Personal Data Processor for carrying out specific Processing activities on behalf of the Personal Data Controller, the same data protection obligations as set out in the contract or other legal act between the Personal Data Controller and the Personal Data Processor as referred to in Article 13.1 shall be imposed on the other Personal Data Processor by way of a contract or other legal act under EEA 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 GDPR requirements. Where that other Personal Data Processor fails to fulfil its data protection obligations, the engaging Personal Data Processor shall remain fully liable to the Personal Data Controller for the performance of that other Personal Data Processor's obligations.

14. PERSONAL DATA TRANSFERS

14.1 Without prejudice to Article 3.6, an ABN AMRO Data Exporter will only Transfer Personal Data to an ABN AMRO Data Importer in a Non-Adequate Country in accordance with these BCR's. No Transfer under the scope of these BCR's is made to the ABN AMRO Data Importer, unless the ABN AMRO Data Importer is effectively bound by these BCR's and can deliver compliance. This Article 14 must also be applied to the situation where an ABN AMRO Data Importer performs an Onward Transfer to another ABN AMRO Group Company.

14.2 An ABN AMRO Data Exporter which intends to Transfer Personal Data to an ABN AMRO Data Importer established in a Non-Adequate Country will firstly perform a Transfer Impact Assessment in accordance with Article 15.

14.3 If the Transfer Impact Assessment concludes that the Transfer to a Non-Adequate Country still respects the essence of the fundamental rights and freedoms in the EEA and does not exceed what is necessary and proportionate in a democratic society to safeguard objectives listed in European Data Protection Laws, the ABN AMRO Data Exporter will be allowed to Transfer Personal Data to the ABN AMRO Data Importer in the Non-Adequate Country.

14.4 If the Transfer Impact Assessment concludes that additional safeguards must be put in place to ensure essentially equivalent level of protection to the fundamental rights and freedoms in the EEA, the ABN AMRO Data Exporter will inform and involve the ABN AMRO Data Importer, the DPO and Legal of ABN AMRO and any other relevant internal stakeholders with a need to know (e.g. the information security or operational risk department). If the ABN AMRO Data Exporter, after prior consultation of the relevant stakeholders, which must in any event include Legal and DPO of ABN AMRO, determines that those additional safeguards have been sufficiently implemented, the ABN AMRO Data Exporter will be allowed to Transfer Personal Data to the ABN AMRO Data Importer in the Non-Adequate Country.

14.5 In the event of a Transfer to an ABN AMRO Data Importer in a Non-Adequate Country, this ABN AMRO Data Importer must not be prevented from fulfilling all of its obligations under these BCR's by applicable local laws and practices. The ABN AMRO Data Importer shall promptly inform the ABN AMRO Data Exporter when it is unable to fulfil its obligations under these BCR's. In such case, the ABN AMRO Data Exporter will immediately suspend the Transfer to the ABN AMRO Data Importer.

14.6 An ABN AMRO Data Importer must, at the choice of the ABN AMRO Data Exporter, immediately return or delete the Personal Data (and any copies thereof) which have been Transferred under these BCR's in its entirety, where:

a) the ABN AMRO Data Exporter has suspended the Transfer, and compliance with these BCR's is not restored within a reasonable time, and in any event within one month after suspension; or

b) the ABN AMRO Data Importer is in substantial or persistent breach of these BCR's; or

c) the ABN AMRO Data Importer fails to comply with a binding decision of a competent court or Data Protection Supervisory Authority regarding its obligations under these BCR's.

14.7 An ABN AMRO Data Importer must certify the deletion of the Personal Data to the ABN AMRO Data Exporter. Until the Personal Data is deleted or returned, the ABN AMRO Data Importer must continue to ensure compliance with these BCR's.

14.8 If laws and regulations applicable to the ABN AMRO Data Importer prohibit the return or deletion of the Transferred Personal Data, the ABN AMRO Data Importer will continue to ensure compliance with these BCR's and will only Process the Personal Data to the extent and for as long as required under the applicable law and regulations.

14.9 If an ABN AMRO Data Importer ceases to be bound by these BCR's, the ABN AMRO Data Exporter involved will decide whether the ceasing ABN AMRO Data Importer:

a) will have to delete or return the Personal Data to the ABN AMRO Data Exporter as soon as possible, or

b) may retain the Personal Data, provided that the protection under the European Data Protection Laws, in particular the GDPR requirements regarding international Transfers, will be maintained.

14.10 An ABN AMRO Data Importer which ceases to be bound by these BCR's will be considered a Third Party. An ABN AMRO Data Importer which has the intention to be removed from the list under Annex A will cooperate with any appropriate arrangements regarding Onward Transfers with Third Parties in accordance with these BCR's as prescribed by the ABN AMRO Data Exporter after prior consultation by the DPO and Legal of ABN AMRO in order to comply with Article 14.9. Only after establishing those arrangements, the ABN AMRO Data Importer may cease to be bound by these BCR's and shall be removed from the list of entities bound by these BCR's listed in Annex A.

Onward Transfers to Third Parties

14.11 If an ABN AMRO Group Company established in a Third Country engages a Third Party Personal Data Processor as part of an Onward Transfer, this relationship must be governed by a legal act or Processor contract in accordance with Article 13.1 and the European Data Protection Laws.

14.12 Without prejudice to Article 14.11, an ABN AMRO Group Company established in a Third Country may perform an Onward Transfer of Personal data to Third Parties established in an Adequate Country.

14.13 Without prejudice to Article 14.11, ABN AMRO Group Companies established in a Third Country shall only perform an Onward Transfer of Personal Data to Third Parties in Non-Adequate Countries if enforceable Data Subject rights and effective legal remedies for Data Subjects are available and at least one of the following appropriate safeguards is in place:

a) a legally binding and enforceable instrument between public authorities or bodies allowing the Transfer;

b) other binding corporate rules in accordance with the European Data Protection Laws which ensure an essentially equivalent level of protection to the fundamental rights and freedoms in the EEA to the Personal Data, provided that both the data exporter and the data importer are legally bound and can deliver compliance to these other binding corporate rules;

c) standard data protection clauses adopted by the European Commission in accordance with European Data Protection Laws will be signed between the ABN AMRO Group Company and the Third Party;

d) standard data protection clauses adopted by a supervisory authority and approved by the European Commission signed between the ABN AMRO Group Company and the Third Party Processor;

e) an approved code of conduct pursuant to the European Data Protection Laws together with binding and enforceable commitments of the Third Party in the Third Country to apply the appropriate safeguards, including as regards Data Subjects' rights;

f) an approved certification mechanism pursuant to European Data Protection Laws together with binding and enforceable commitments of the Third Party in the Third Country to apply the appropriate safeguards, including as regards Data Subjects' rights is in place; or

g) subject to the authorisation from the Data Protection Supervisory Authority, (i) contractual clauses between the Personal Data Controller or Personal Data Processor and the Personal Data Controller, Personal Data Processor or the recipient of the Personal Data in the Third Country are in place; or (ii) provisions to be inserted into administrative arrangements between public authorities or bodies which include enforceable and effective Data Subject rights are in place.

Derogations

14.14 In the absence of other appropriate safeguards set out in this Article 14 and without prejudice to Article 14.11, an ABN AMRO Group Company may only perform the (Onward) Transfer of Personal Data to a Non-Adequate Country, if the Transfer is based at least on one of the following grounds:

a) the Transfer is necessary for the performance of a contract between the Data Subject and an ABN AMRO Group Company or the implementation of pre-contractual measures taken in response to the Data Subject's request;

b) the Transfer is necessary for the conclusion or performance of a contract concluded in the interest of the Data Subject between the ABN AMRO Group Company and a Third Party;

c) the Transfer is necessary or is legally required based on an important public interest. This public interest shall be recognized in the EEA or Member State laws to which the ABN AMRO Group Company is subject. Any Transfer on this ground must be approved by Legal and if necessary in consultation with the DPO. If Legal, and when relevant the DPO, allow the Transfer, the ABN AMRO Group Company will take additional appropriate measures prior to the Transfer to ensure that the privacy rights of Data Subjects are protected, if deemed necessary after consultation with the relevant Data Protection Supervisory Authority;

d) for the establishment, exercise or defence of legal claims. Any Transfer on this ground must be approved by Legal and if necessary in consultation with the DPO. If Legal, and when relevant the DPO, allow such Transfer, prior to it additional appropriate measures to ensure that the privacy rights of Data Subjects are protected will be taken, if deemed necessary after consultation with the relevant Data Protection Authority;

e) the Transfer is necessary in order to protect the vital interest of the Data Subject;

f) the Transfer is required by any judgment of a court or tribunal or any decision of an administrative authority of a Third Country applicable to an ABN AMRO Group Company. The Transfer may only be recognised or enforceable in any manner if based on an international agreement, such as a mutual legal assistance treaty, in force between the requesting Third Country and the EEA or a Member State, without prejudice to other grounds for Personal Data Transfer pursuant to these BCR's;

g) ABN AMRO Group Companies may rely on the Data Subject's explicit Consent for the Transfer, after having been informed of the possible risks of the Transfer due to the absence of an adequacy decision and appropriate safeguards as referred to in these BCR's, without prejudice to Article 4.3. Where Consent will be relied on according to this Article the following information shall be provided to the Data Subjects before such Consent is provided: a) the purposes of the Transfer, b) the identity of the party responsible for the Transfer, c) the parties to whom data will be provided and the countries in which these are located, d) whether the Third Countries where Personal Data will be disclosed ensure an adequate level of protection e) the categories of Personal Data that will be Transferred.

14.15 Where the Transfer cannot be based on the previous provisions of this Article 14, the Transfer may take place only if it:

a) is not repetitive, and

b) concerns only a limited number of Data Subjects, and

c) is necessary for the purposes of compelling legitimate interests pursued by an ABN AMRO Group Company which are not overridden by the interests or rights and freedoms of the Data Subject, and

d) the ABN AMRO Group Company has assessed all the circumstances surrounding the Personal Data Transfer and on the basis of that assessment provided suitable safeguards with regard to the protection of Personal Data.

In such cases, the ABN AMRO Group Company shall consult Legal and the DPO of ABN AMRO in advance and inform the Data Protection Supervisory Authority of the Transfer. In addition to providing the information referred to in Article 16 (Transparency), the ABN AMRO Group Company shall inform the Data Subjects of (i) the Transfer and (ii) of the compelling interest pursued.

15. LAWS AND PRACTISES IN THIRD COUNTRIES

15.1 The ABN AMRO Data Exporter will, where appropriate in collaboration with the ABN AMRO Data Importer, perform a Transfer Impact Assessment if this is required under Article 14 and will thereafter continually monitor developments in the Third Countries in order to assess any changes that could affect the initial assessment of the level of protection and the decisions taken accordingly on such Transfers. A Transfer Impact Assessment will take at least the following elements into account:

a) the specific circumstances of the Transfer(s), and any envisaged Onward Transfers within the same Third Country or to another Third Country, including:

   i purposes for which the data are Transferred and Processed (e.g. marketing, HR, storage, IT support);

   ii types of entities involved in the Processing;

   iii sector in which the Transfer or set of Transfers occur;

   iv categories and format of personal data Transferred;

   v location of the Processing including storage; and

   vi transmission channels used.

b) the laws and practices of the Third Country of destination relevant in light of the circumstances of the Transfer, including requirements to disclose data to public authorities or authorizing access by such authorities as well as the applicable limitations and safeguards. This also includes laws and practices providing for access to Personal Data during transit between the ABN AMRO Data Exporter and the ABN AMRO Data Importer or a Third Party in the event of an Onward Transfer;

c) any relevant contractual, technical or organisational safeguards put into place to supplement the safeguards under these BCR's, including measures applied during transmission and to the Processing of personal data in the country of destination.

The Transfer Impact Assessment carried out under this Article 15.1, and any supplementary measures selected and implemented as a result of this assessment to protect the Transfer, shall be appropriately documented.

15.2 If in addition to the safeguards provided under these BCR's additional safeguards must be the put in place to ensure an essentially equivalent level of data protection, the ABN AMRO Data Exporter will inform and involve the ABN AMRO Data Importer, the Privacy Officer and Legal of the ABN AMRO Group Companies involved, as well as Legal and the DPO of ABN AMRO and any other relevant stakeholders. The ABN AMRO Data Exporter shall inform other ABN AMRO Group Companies of the assessment carried out and of its results, in order to ensure that the identified supplementary measures will be applied in case the same type of Transfer of Personal Data is carried out by any other ABN AMRO Group Company. This documentation shall be made available to any Data Protection Supervisory Authority upon request.

15.3 An ABN AMRO Data Importer shall promptly inform the ABN AMRO Data Exporter, as well as Legal and DPO of ABN AMRO, when it has reasons to believe that the legislation applicable to it, or any future legislation that comes into force, or any other reason, may prevent it from fulfilling its obligations under these BCR's or under the European Data Protection Laws and that would have a substantial adverse effect on the guarantees provided for hereunder. This includes a change in the laws in a Third Country or the application of a measure such as a disclosure request by the public authorities. In that case, the ABN AMRO Data Exporter, along with any liable ABN AMRO Group Company, will consult with Legal and DPO of ABN AMRO, any local counsel involved and other relevant internal stakeholders with a need to know (e.g. the information security or operational risk department) on how to proceed and identify appropriate measures (e.g. technical or organizational measures to ensure security and confidentiality) to be adopted by the ABN AMRO Group Company in order to continue to fulfil its obligations under these BCR's.

15.4 The ABN AMRO Data Exporter commits to suspend the Transfer(s) at stake, as well as all Transfers for which the same assessment and reasoning would lead to a similar consequence, if a) the ABN AMRO Data Exporter, along with any liable ABN AMRO Group Company and after prior consultation of Legal and the DPO of ABN AMRO, has determined that no appropriate safeguards for the Transfer(s) can be taken or b) if so instructed by the Personal Data Controller or the Data Protection Supervisory Authority. In case of a suspension of a Transfer, the ABN AMRO Data Exporter has to end the Transfer if it cannot comply with these BCR's or compliance with these BCR's is not restored within one month after suspension. In this respect, Personal Data that has been Transferred prior to the suspension, and any copies thereof, should at the choice of the ABN AMRO Group Company acting as Data Exporter be returned to it or destroyed in their entirety. Any ABN AMRO Group Company affected by this assessment shall be informed. Where considered necessary, the DPO shall inform the Dutch Data Protection Authority or other competent authorities.

15.5 The ABN AMRO Data Importer will promptly notify the ABN AMRO Data Exporter and, where possible, the Data Subject if it:

a) receives a legally binding request by a public authority under the laws of the country of destination for disclosure of Personal Data Transferred pursuant to these BCR's. Such notification shall include information about the Personal Data requested, the requesting authority, the legal basis for the request and the response provided; or

b) becomes aware of any direct access by public authorities to Personal Data Transferred pursuant to these BCR's in accordance with the laws of the country of destination. Such notification shall include all information available to the Data Importer.

15.6 The ABN AMRO Data Importer will provide the ABN AMRO Data Exporter at regular intervals with as much relevant information as possible on the public authority requests received (in particular, number of requests, type of data requested, requesting authority or authorities, whether requests have been challenged and the outcome of such challenges, etc.). If the ABN AMRO Data Importer is legally prohibited from notifying the ABN AMRO Data Exporter and / or the Data Subject, it will use its best efforts to obtain a waiver of the prohibition, with a view to communicate as much information as possible and as soon as possible. The ABN AMRO Data Importer shall document its best efforts in order to be able to demonstrate them upon request of the ABN AMRO Data Exporter.

15.7 If the ABN AMRO Data Importer is or becomes partially or completely prohibited from providing the ABN AMRO Data Exporter with the aforementioned information under Article 15.6, it shall without undue delay inform the ABN AMRO Data Exporter accordingly.

15.8 ABN AMRO Group Companies established within the EEA with delegated data protection responsibilities will preserve the abovementioned information as long as the Personal Data Transferred are subject to the safeguards provided under these BCR's and shall make it available to the Data Protection Supervisory Authorities upon request.

Review and challenge of a public authority request

15.9 The ABN AMRO Data Importer will review the legality of the request for disclosure as described under Article 15.5, in particular whether it remains within the powers granted to the requesting public authority. The ABN AMRO Data Importer will challenge the request if, after careful assessment, it concludes that there are reasonable grounds to consider that the request is unlawful under the laws of the country of destination, applicable obligations under international law, or principles of international comity. The ABN AMRO Data Importer shall, under the same conditions, pursue any possibilities of appeal. When challenging a request, it shall seek interim measures with a view to suspending the effects of the request until the competent judicial authority has decided on its merits. It shall not disclose the personal data requested until required to do so under the applicable procedural rules. The ABN AMRO Data Importer will document its legal assessment and any challenges to the request for disclosure and, to the extent permissible under the laws of the country of destination, make the documentation available to the ABN AMRO Data Exporter. The ABN AMRO Data Importer shall also make it available to the Data Protection Supervisory Authorities upon request.

15.10 The ABN AMRO Data Importer will only provide information that is strictly necessary when complying with a request for disclosure, based on a reasonable interpretation of the request. In any case, any Transfer by an ABN AMRO Group Company to any public authority cannot be massive, disproportionate or indiscriminate in a manner that would go beyond what is necessary in a democratic society.

16. TRANSPARENCY

16.1 ABN AMRO Group Companies collecting Personal Data from the Data Subjects must provide such Data Subjects at the time when Personal Data are obtained with information as to:

a) the identity of the ABN AMRO Group Company acting as a Personal Data Controller. This information will be provided by each ABN AMRO Group Company acting as Personal Data Controller;

b) the contact details of the DPO and the local Privacy Officer of the ABN AMRO Group Company if designated, otherwise reference will be made to the DPO, both referred to in Article 24;

c) the purposes as well as the legal basis of the Processing;

d) whether the Processing is based on the legitimate interests pursued by the Personal Data Controller or by a Third Party described in Article 4.1 e), in which case those interests will be mentioned;

e) the categories of Recipients of the Personal Data;

f) the fact that the Personal Data Controller intends to Transfer Personal Data to a Third Country or International Organisation;

g) the suitable safeguards taken by the ABN AMRO Group Company to ensure that a Transfer of Personal Data is compatible with the European Data Protection Laws as mentioned in Article 14 and 15;

h) the criteria used to determine the period for which the Personal Data will be stored;

i) the existence of the right to request from the Personal Data 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 referred to in these BCR's;

j) where the Processing is based on Consent or explicit Consent, the existence of the right to withdraw Consent at any time, without affecting the lawfulness of Processing based on Consent before its withdrawal;

k) the right to lodge a complaint with a Data Protection Supervisory Authority;

l) whether the provision of Personal Data is a statutory or contractual requirement, or 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;

m) the existence of automated decision-making, including Profiling, referred to in Article 8 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;

n) to the extent that an ABN AMRO Group Company wishes to Process Personal Data for a purpose not mentioned in these BCR's or in the respective privacy statements of ABN AMRO Group Companies apps or specific products or services and is not in any way compatible with those, the Personal Data Controller shall provide the Data Subject prior to that further Processing with information on that other purpose and with any other relevant further information as necessary to ensure that the transparency requirements are ensured.

16.2 If an ABN AMRO Group Company has not collected Personal Data directly from the Data Subject, the above information including the categories of data that have not been directly provided by the Data Subject must be provided before the Processing of the Personal Data but ultimately at the time of recording of the Personal Data or when the information is intended to be disclosed to Third Parties at the time of disclosure. In addition to the information in Article 16.1, the Personal Data Controller will also record and provide the source from which the Personal Data originates, and if applicable whether it came from publicly available sources.

16.3 ABN AMRO Group Companies do not have to provide the information set forth in Article 16.1 and 16.2 if the information was already known to the Data Subject. Or, where in the Personal Data has not been directly collected from the Data Subject, if the provision of such information proves impossible or would involve a disproportionate effort.

16.4 The information referred to in this Article 16 will be provided through appropriate means which may include but are not limited to these BCR's and the respective privacy statements of ABN AMRO Group Companies, apps or specific products or services. How ABN AMRO Group Companies will provide this information is further specified in Article 25. These BCR's will be published on the ABN AMRO Group website and intranet.

17. RIGHTS OF THE DATA SUBJECT

17.1 Data Subjects have, as appropriate, the following rights (also jointly referred to as the "**Data Subject Rights**"):

a) the right to request whether their Personal Data are being Processed by ABN AMRO Group and, if so, whether they are entitled to access such Personal Data and be given a description of how ABN AMRO Group Processes such data ("right of access");

b) the right to obtain from the Personal Data Controller the rectification of inaccurate Personal Data concerning him or her ("the right to rectification")

c) the right to obtain from the Personal Data Controller the erasure of personal data concerning him or her ("right to erasure" or "right to be forgotten");

d) the right to obtain from the Personal Data Controller restriction of Processing where: a) the Data Subject contests the accuracy, b) the Processing is unlawful and the Data Subject opposes erasure, c) the Personal Data Controller no longer needs the

Personal Data but the Data subject requires them for the establishment, exercise or defence of legal claims, or d) the Data Subject has objected to the Processing ("the right to restriction of Processing");

e) the right to receive the Personal Data in a structured, commonly used and machine-readable format and have them transmitted to another Personal Data Controller ("the right to data portability");

f) the right to object to the Processing of their Personal Data at any time to Processing based on Article 4.1 e) in accordance with the GDPR, and where the Personal Data are Processed for direct marketing purposes ("the right to object");

g) the right not to be subject to a decision based solely on automated Processing, including Profiling, which produces legal effects for the Data Subject or similarly significantly affects him or her, as further referred to in Article 8 ("the right to be protected against automated decision making").

17.2 ABN AMRO Group Companies put in place Processes and mechanisms that facilitate Data Subjects to exercise their Data Subject Rights under these BCR's and the European Data Protection Laws. Data Subjects will follow local Processes adopted by the relevant ABN AMRO Group Company for such exercise.

17.3 Data Subjects shall address requests regarding Data Subject Rights to the ABN AMRO Group Company which collected the Personal Data or to ABN AMRO. The website of each ABN AMRO Group Company will specify the Process which the Data Subject can follow to exercise its Data Subject Rights. One of the ABN AMRO Group Companies will be designated as the responsible ABN AMRO Group Company (acting as or on behalf of the Personal Data Controller(s)), and other ABN AMRO Group Companies involved will assist based in accordance with Article 22.4.

17.4 The responsible ABN AMRO Group Company shall send a written reply to a (subsequent) request regarding Data Subject Rights within one month after receipt of the request. This period may be extended by two further months where necessary, taking into account the complexity and number of the requests. The responsible ABN AMRO Group Company shall inform the Data Subject of any such extension within one month of receipt of the request, together with the reasons for the delay.

17.5 Where the responsible ABN AMRO Group company Processes a large quantity of information concerning the Data Subject, this ABN AMRO Group Company should be able to request that the Data Subject specify the information or Processing activities to which the request relates.

17.6 Without prejudice to Article 17.4 and 17.5, where the responsible ABN AMRO Group Company has reasonable doubts concerning the identity of the natural person making the Data Subject Request, this ABN AMRO Group Company may request the provision of additional information necessary to confirm the identity of the Data Subject.

17.7 If the purposes for which a ABN AMRO Group Company Processes Personal Data do not or do no longer require the identification of a Data Subject, the responsible ABN AMRO Group Company shall not be obliged to maintain, acquire or Process additional information in order to identify the data subject for the sole purpose of complying with the GDPR.

17.8 Where, in cases referred to in Article 17.7, the responsible ABN AMRO Group Company is able to demonstrate that it is not in a position to identify the Data Subject, that ABN AMRO Group Company will inform the Data Subject accordingly, if possible. In such cases, the Data Subject Rights will not apply, except where the Data Subject, for the purpose of exercising those rights, provides additional information enabling his or her identification.

17.9 The responsible ABN AMRO Group Company shall not refuse to act on a Data Subject Request, unless Article 17.10b) applies or the ABN AMRO Group Company demonstrates that it is not in a position to identify the Data Subject, also considering any additional information provided by the Data subject enabling his or her identification in accordance with the GDPR.

17.10 Where requests from a Data Subject are manifestly unfounded (such as abuse or a request out of scope of GDPR-protection) or excessive, in particular because of their repetitive character, the responsible ABN AMRO Group Company may either:

a) charge a reasonable fee taking into account the administrative costs of providing the information or communication or taking the action requested; or

b) refuse to act on the request.

17.11 The responsible ABN AMRO Group Company shall bear the burden to demonstrate the manifestly unfounded or excessive character of the request.

17.12 The responsible ABN AMRO Group Company shall inform the Data Subject without undue delay and at the latest within one month of receipt of the request of the reason for not taking action on the request and of the possibility of lodging a complaint to the Data Protection Supervisory Authorities and seeking a judicial remedy.

17.13 ABN AMRO Group Companies shall communicate any rectification or erasure of Personal Data or restriction of Processing as referred to in Article 17.1 of each Recipient to whom the Personal Data have been disclosed, unless this proves impossible or involves disproportionate effort. ABN AMRO Group Companies shall inform the Data Subject about those Recipients if the Data Subject requests it.

17.14 In the event of a Transfer, the ABN AMRO Data Exporter shall undertake to assist the Data Subjects in exercising its rights vis-à-vis the ABN AMRO Data Importer. Further to the request of a Data Subject, the ABN AMRO Data Exporter shall investigate such requests and shall undertake appropriate action to review and where necessary grant such requests.

18. INCIDENTAL LIMITATIONS

18.1 The requirements of Article 4 (lawful Processing), Article 5 (purpose limitation), Article 6 (special categories), Article 7 (criminal personal data), Article 9 (data minimisation and data quality), Article 10 (retention), Article 11 (security and confidentiality), Article 14.11 to 14.13 (Onward Transfers) and Article 16 (transparency) can be limited only:

a) by way of legislative measures of the EEA or a Member State that respect the essence of the fundamental rights and freedoms and are necessary and proportionate measures in a democratic society to protect one of the interests envisaged in the GPDR; and

b) if this restriction is applied on a case-by-case basis; and

c) where applicable, in accordance with the transparency requirements under Article 16;

18.2 For the sake of clarity, the limitations will never be construed as general limitations (e.g., pre-defined lists of overriding interests).

19. COMPLAINT PROCEDURE

19.1 If the Data Subject is of the opinion that an ABN AMRO Group Company infringes his/her rights envisaged in these BCR's, the Data Subject may lodge a complaint.

19.2 ABN AMRO Companies set-up their own internal complaint handling Process(es) to ensure that any Data Subject should be able to exercise their rights and complaint about any ABN AMRO Company. This complaint Process will be communicated to the Data Subjects through appropriate means which may include but are not limited to publication on a public website, or references within the respective privacy statements of ABN AMRO Group Companies, apps or specific products or services.

19.3 A Data Subject will be recommended to lodge the complaint to:

a) the ABN AMRO Group Company where the Data Subject has its habitual place of residence if the Data Subject is a Client or an Employee of the ABN AMRO Group Company in that country; or if not available,

b) the ABN AMRO Group Company which collected the Personal Data; or if not available

c) the ABN AMRO Group Company located at the place of the alleged infringement of these BCR's or the Data Subject's privacy rights; or if not available;

d) the ABN AMRO Group Company where the Data Subject is employed if applicable; or if not available

e) by contacting ABN AMRO at ABN AMRO Bank N.V, Compliance - Privacy Office PO Box 283 1000 EA Amsterdam The Netherlands or via privacy.office@nl.abnamro.com.

19.4 In the event that an ABN AMRO Group Company wrongfully receives a complaint as referred to in this Article, such ABN AMRO Group Company shall assist the Data Subject in lodging the complaint to the ABN AMRO Group Company which is responsible to deal with the complaint.

19.5 The responsible ABN AMRO Group Company will provide the Data Subject with a decision on the complaint within one month. If it is not possible to make a decision within one month considering the number and complexity of the complaints, the responsible ABN AMRO Group Company will inform the Data Subject when the decision will be expected, which time will not exceed 3 months from receipt. The Data Subject will be informed of any such extension within one month of receipt of the request, together with the reasons for the delay.

19.6 The responsible ABN AMRO Group Company will inform the Data Subject of the decision whether the complaint will be rejected or justified and what the possible consequences are of that decision.

19.7 If the Data Subject is not satisfied by the response or the handling of his complaint, the Data Subject may address his concern directly to the DPO.

19.8 Each ABN AMRO Group Company will inform the Data Subject about its right to lodge a complaint to the Data Protection Supervisory Authority or the competent courts as mentioned in 16.1k). This right is not dependent on the Data Subject having used the complaint handling Process beforehand.

20. THIRD-PARTY BENEFICIARY CLAUSE

20.1 The Data Subjects can as third-party beneficiaries enforce all obligations of the ABN AMRO Group Company contained in these BCR's which directly relate to the data protection principles, i.e. lawful or fair Processing of their Personal Data (Article 4), purpose limitation (Article 5), data minimisation and data quality (Article 9), retention (Article 10), security and confidentiality (Article 11), the transparency rights (Article 16) and the demonstration of accountability (Article 23.2), as well as to other relevant obligations, which are Personal Data Breach notifications (Article 12), restrictions on Onward Transfers (Article 14), laws and practises in Third Countries (Article 15), the Data Subject Rights (Article 17), the Complaint procedure (Article 19), this third-party beneficiary clause (Article 20), the liability provisions (Article 21), the enforcement rights and mechanism (Article 22, in particular the cooperation duty with the Data Protection Supervisory Authorities in Article 22.3) and the easy access to and publication of these BCR's in Article 25.

20.2 Any ABN AMRO Group Company shall make available, upon request, a copy of these BCR's to Data Subjects who are third party beneficiaries under this Article 20.

20.3 ABN AMRO Group Companies accept that Data Subjects may be represented by a not-for-profit body, organisation or association under the conditions set out in European Data Protection Laws while enforcing its rights under these BCR's as a as third-party beneficiary as set out in Article 20.1.

21. LIABILITY

21.1 Subject to applicable case-law by EEA and Member State courts, a Data Subject who has suffered damages as a result of any violation of the provisions of these BCR's is entitled to receive compensation for the damage suffered, insofar the Data Subject can demonstrate that a) it has suffered damage and b) establishes facts which show it is likely that the damage has occurred because of the breach of these BCR's. The ABN AMRO Group Company concerned, or the ABN AMRO Group Company as responsible under Article 21.2 shall be exempt from liability, in whole or in part, if it proves that the ABN AMRO Group Company is not responsible for the event giving rise to the damage, or that no breach of these BCR's took place.

21.2 ABN AMRO accepts responsibility for and agrees to take the necessary actions to remedy the acts of other ABN AMRO Group Companies outside of the EEA in scope of these BCR's, and to pay compensation for any damages resulting from a breach of these BCR's by such ABN AMRO Group Companies outside the EEA ("centralised responsibility and liability regime").

21.3 If an ABN AMRO Group Company in a Third Country violates these BCR's , the courts or other competent authorities in the EEA will have jurisdiction and the Data Subject will have the same rights and remedies against the ABN AMRO Group Company as responsible under Article 21.2 as if the violation had been caused by that ABN AMRO Group Company instead of the ABN AMRO Group Company in the Third Country. Additionally, a Data Subject may seek appropriate redress from the ABN AMRO Group Company in the Third Country responsible for the violation of these BCR's or the ABN AMRO Group Company as responsible under Article 21.2 in order to remedy the breach these BCR's.

21.4 Where an ABN AMRO Group Company has paid full compensation for damage suffered by the Data Subject because of a breach of these BCR's or the European Data Protection Laws, while other ABN AMRO Group Companies are also responsible for the Processing, that ABN AMRO Group Company shall be entitled to get redress from the other ABN AMRO Group Company involved in the same Processing for the part of the compensation corresponding to their part of responsibility for the damage.

21.5 If ABN AMRO is held liable by a Data Subject for a violation of these BCR's by one or more ABN AMRO Group Companies before the competent courts, or via mediation or arbitration institutions to which ABN AMRO Group Companies are subject, these ABN AMRO Group Companies will, to the extent to which they are liable, indemnify ABN AMRO for any costs, charge, damages, expense or loss ABN AMRO has incurred.

22. ENFORCEMENT RIGHTS AND MECHANISMS

22.1 ABN AMRO Group Companies accept the decision of the Data Subject to refer any complaint or dispute in connection with these BCR's which is not amicably resolved to the Data Protection Supervisory Authority, in particular in the Member State of the Data Subject's habitual residence, place of work or place of the alleged infringement; or before the competent court of the Member States where the Personal Data Controller or the Personal Data Processor has an establishment, or where the Data Subject has its habitual residence.

22.2 Article 22.1 applies without prejudice to the substantive rights and remedies or dispute settlement procedures which are available to a Data Subject in accordance with other applicable national or international laws.

22.3 All ABN AMRO Group Companies are obliged to cooperate with the Data Protection Supervisory Authorities, in particular those that are competent regarding the ABN AMRO Data Exporter. Furthermore, all ABN AMRO Group Companies will provide the Data Protection Authorities, upon request, with any information necessary regarding the Processing operations covered by these BCR's, accept that they may be audited by the Data Protection Supervisory Authorities, take into account any advice and abide by any binding and final decision by the Data Protection Supervisory Authorities on any issue related to these BCR's.

22.4 ABN AMRO Group Companies shall assist other ABN AMRO Group Companies within a reasonable time and to the extent reasonably possible if this assistance is required to handle any request, complaint or claim of a Data Subject, or any request, order or investigation by a Data Protection Supervisory Authority.

22.5 Notwithstanding the rights of the Data Subject as set forth in the above paragraphs of these BCR's, the Dutch Data Protection Authority and the Dutch courts shall at all times be competent to supervise compliance with these BCR's. Both the Dutch Data Protection Authority and the Dutch courts shall rule in accordance with Dutch law. This clause does not exclude that any other Data Protection Supervisory Authorities may also be competent regarding these BCR's and is without prejudice to the commitments of all AMRO Group Companies to cooperate with the other Data Protection Authorities, in particular, the Data Protection Authority competent for the ABN AMRO Data Exporter as per Article 22.3.

22.6 Without prejudice to any rules regarding the one-stop shop of Data Protection Supervisory Authorities under the GDPR, any dispute related to the Data Protection Supervisory Authorities' exercise of supervision of compliance with these BCR's will be resolved by the courts of the Member State of that Data Protection Supervisory Authority, in accordance with that Member State's procedural law. The ABN AMRO Group Companies agree to submit themselves to the jurisdiction of these courts.

23. ACCOUNTABILITY AND DPIA

23.1 ABN AMRO Group will design, approve and implement a privacy governance and will designate a DPO supported by Privacy Officers as per Article 24.

23.2 Notwithstanding Article 3.6, each ABN AMRO Group Company will ensure that the following is abided by:

a) each ABN AMRO Group Company commits, in order to demonstrate compliance, to maintain a record of all categories of Processing activities carried out on Personal Data Transferred to a Third Country under these BCR's, which shall in any case include:

   i. in the event the ABN AMRO Group Company is a Personal Data Controller:

      - the name and contact details of the Personal Data Controller and, where applicable, the joint Personal Data Controller, the Personal Data Controller's representative and the DPO;
      - the purposes of the Processing;
      - a description of the categories of Data Subjects and of the categories of Personal Data;
      - the categories of Recipients to whom the Personal Data have been or will be disclosed;
      - the Transfers of Personal Data to a Third country or an International Organisation;
      - where possible, the envisaged time limits for erasure of the different categories of Personal Data; where possible, a general description of the technical and organisational security measures as referred to in the GDPR, or

ii. in the event the ABN AMRO Group Company is a Personal Data Processor:

- name and contact details of the Personal Data Processor;
- name and contact details of each Personal Data Controller on behalf of which the Personal Data Processor is acting;
- where applicable, name and contact details of the Personal Data Processor, the Personal Data Processor's representative, and the DPO; the categories of Processing carried out on behalf of each Personal Data Controller;
- the Transfers of Personal Data to a Third Country or an International Organisation;
- where possible, a general description of the technical and organisational security measures as referred to in the GDPR.

b) ABN AMRO Group Companies will perform a DPIA where Processing operations regarding Personal Data Transferred under these BCR's are likely to result in a high risk to the rights and freedoms of Data Subjects. The DPO will consult the Data Protection Supervisory Authority if a DPIA indicates that the Processing would result in a residual high risk (i.e. after appropriate mitigating measures by the ABN AMRO Group Company have been considered);

c) ABN AMRO Group Companies ensure that the principles of privacy by design and default are observed when adopting new systems and Processes or updating existing ones that Process Personal Data Transferred under these BCR's;

d) ABN AMRO Group Companies ensure that a proper procedure exists in ABN AMRO Group for Personal Data Breaches under these BCR's. Each ABN AMRO Group Company will maintain a record of the activities listed above in writing, including in electronic form which will be made available to the Data Protection Supervisory Authority on request.

24. SUPERVISION AND AUDIT

24.1 ABN AMRO Group has appointed a formal group DPO. The DPO's activities include but are not limited to:

a) monitoring compliance of the GDPR and of these BCR's within ABN AMRO Group;

b) providing relevant information to Employees of ABN AMRO Group and advice on the GDPR and on these BCR's, including where necessary, on the performance of a DPIA;

c) creating oversight by receiving reports and being involved in all relevant privacy issues, Data Subject complaints and incidents of ABN AMRO Group;

d) helping ABN AMRO Group to identify, assess, manage and monitor privacy risks;

e) cooperating with the relevant supervisory authorities and act as a contact point for such competent supervisory authorities on issues relating to the Processing of Personal Data, including Data Breaches;

f) acting as a central point of contact for Data Subjects on issues or questions relating to the Processing of Personal Data.

24.2 The DPO is an independent function within the Compliance function, with a direct line to the board. In addition, the DPO can inform the board if any questions or problems arise during the performance of their duties. The DPO shall be supported by Privacy Officers as per the privacy governance put in place and approved by ABN AMRO. The ABN AMRO privacy governance shall be provided to the competent Data Protection Supervisory Authorities upon request.

24.3 The DPO shall seek the assistance of Legal in matters of interpretation of the GDPR and of these BCR's and in particular if the performance of a DPIA will be required.

24.4 ABN AMRO Group Audit will regularly perform audits or other forms of engagements related to these BCR's in line with the Group Audit Charter and the Group Audit Manual of ABN AMRO Group. The audit plan will cover the relevant aspects of these BCR's including all relevant IT systems and databases that contain Personal Data as well as security policies/procedures, training programmes, privacy policies and procedures and contractual provisions in place within the ABN AMRO Group, including methods and action plans ensuring that corrective actions have been implemented. The ABN AMRO Group Audit annual audit plan is risk based, considering the external and internal environment, laws and regulations and is based on a good understanding of the business, its business objectives and its control environment. The frequency of audits or other engagements is based on the outcome of the ABN AMRO Group Audit's risk assessment as well as the requirements following from local laws and regulations and ABN AMRO Group Audit envisages the audit will in any event be performed within a horizon of five years. Also, when there are indications of non-compliance Group Audit will perform audits or other engagements to ensure verification of compliance with these BCR's by each ABN AMRO Group. Whenever needed, joint (assurance) engagements can be performed.

24.5 The results of the engagements will be communicated by ABN AMRO Group Audit to the DPO, the executive management of ABN AMRO Group Company and the executive management of ABN AMRO. In line with the Group Audit Manual, Group Audit will make recommendations on how to correct or overcome any risks, failings, inadequacies and/or audit issues, and agree actions with management for mitigation thereof.

24.6 The DPO and any other competent function within ABN AMRO Group may, in addition to the audit plan, request specific audits by ABN AMRO Group Audit. The Data Protection Supervisory Authority can have access to the Group Audit reports with results of the relevant audits, if requested.

24.7 The DPO shall (i) monitor that the Employees that are responsible for ensuring compliance with data protection principles shall comply with these BCR's and (ii) educate and inform Employees about the consequences of non-compliance.

24.8 All Employees receive bi-yearly training on privacy and data protection and on these BCR's. Employees who have permanent or regular access to Personal Data, or who are involved in the Processing of Personal Data or in the development of tools to Process Personal Data, will receive training to promote privacy awareness and familiarity with the rules established in these BCR's and on specific data protection issues relevant to their role on a regular basis.

25. PUBLICATION AND AMENDMENTS

25.1 These BCR's will be made publicly available to Data Subjects. Data Subjects will at minimum be informed on the mandatory content of these BCR's, including information as to the rights of the Data Subject, third party beneficiary rights and the means to exercise those rights, liability and burden of proof, the data protection principles, security and personal data breach notifications, the duty to respect these BCR's, the existence of complaint handling mechanisms, the duty to cooperate with Data Protection Supervisory Authorities, a description of the Transfers, including Onward Transfers, and material scope covered by these BCR's, the geographical scope covered by these BCR's, the list of entities bound by these BCR's and the duty to be transparent where national legislation prevents an ABN AMRO Group Company from complying with these BCR's.

25.2 The aforementioned information will be provided through appropriate means which may include but are not limited to the publication of these BCR's on a public website, the respective privacy statements of ABN AMRO Group Companies, apps or specific products or services.

25.3 Information about the purposes or the legal basis for the Processing, the legitimate interests of the Personal Data Controller or the categories of Recipients to the extent mentioned in these BCR's may differ from those mentioned in privacy statements or other information intended to provide transparency on the Processing to the Data Subject (e.g. product description). They may be tailored to that specific ABN AMRO Group Company, app or specific product of service in order to ensure as much transparency as possible for the Data Subjects whose Personal Data are Processed in line with the European Data Protection Legislation.

25.4 The ABN AMRO Group will be responsible to keep these BCR's up-to-date in order to reflect the current situation. Amendments will be shared with all ABN AMRO Group Companies under Annex A without undue delay. The ABN AMRO Group is entitled to make any amendments to these BCR's without obtaining the Consent of the Data Subjects. The DPO will keep a fully updated list of the ABN AMRO Group Companies in Annex A, keeps record of any updates to these BCR's, and provides the necessary information to Data Subjects, and, upon request, to competent Data Protection Supervisory Authorities.

25.5 Where an amendment to these BCR's would possibly be detrimental to the level of the protection offered by these BCR's or significantly affect them (e.g. changes to the binding character, change of the liable ABN AMRO Group Companies), it must be communicated in advance to the Data Protection Supervisory Authorities, via the Dutch

Data Protection Authority, with a brief explanation of the reasons for the update. Any other changes to these BCR's or Annex A shall be notified to the Dutch Data Protection Authority once a year, with a brief explanation of the reasons for the update. This includes any changes made in order to align these BCR's with any updated version of the EDPB Recommendations on binding corporate rules. The DPO will also notify the Dutch Data Protection Authority of its annual update, even if no changes have been made to these BCR's. The annual update will also include the renewal of the confirmation regarding assets of ABN AMRO Group Members as mentioned in the application form.

25.6 The amendments shall only come into effect after the amended BCR's have been published in accordance with the ABN AMRO Group policy framework.

25.7 Each ABN AMRO Group Company will inform the Data Subject that, besides this complaint procedure, it may submit an information request related to his/her Personal Data or these BCR's directly to the DPO as per the details in Article 26.

26. INQUIRIES

Inquiries relating to these BCR's or for the DPO should be directed to: ABN AMRO Bank N.V.
Compliance - Privacy Office
PO Box 283
1000 EA Amsterdam
The Netherlands
E-Mail: privacy.office@nl.abnamro.com

ABN AMRO Bank N.V.
Date: December 2025