



Privacy Code for Consumer, Customer, Supplier and Business Partner Data

Effective Date: 1st May, 2018

Introduction

JACOBS DOUWE EGBERTS is committed to the protection of personal data of its Consumers, Customers, Suppliers and Business Partners as espoused in the JACOBS DOUWE EGBERTS Code of Conduct.

This Privacy Code are internal rules adopted by JACOBS DOUWE EGBERTS and its participating Group Companies, to adduce “adequate safeguards for the protection of the privacy and fundamental rights and freedoms of its Consumers, Customers, Suppliers and Business Partners within the meaning of applicable data protection law, especially the data protection laws of member states of European Economic Area (“EEA”).

This Code indicates how this principle shall be implemented. For the rules applicable to Associate Data, refer to the Privacy Code for Associate Data.

Words in caps have been defined and can be found in Annex 1 to this Code.

Article 1 – Scope, Applicability and Implementation

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| Scope | 1.1 | This Code addresses the Processing of Personal Data of Consumers, Customers, Suppliers and Business Partners by JACOBS DOUWE EGBERTS or a Third Party on our behalf. This Code does not address the Processing of Associate Data of JACOBS DOUWE EGBERTS. |
| Electronic and paper-based Processing | 1.2 | This Code applies to the Processing of Personal Data by electronic means and in systematically accessible paper-based filing systems. |
| Applicability of | 1.3 | Individuals will keep any rights and remedies they may have under |

local law and Code		applicable local law. This Code shall apply only where it provides supplemental protection for Personal Data. Where applicable local law provides more protection than this Code, local law shall apply. Where this Code provides more protection than applicable local law or provides additional safeguards, rights or remedies for Individuals, this Code shall apply.
Sub-policies and notices	1.4	JACOBS DOUWE EGBERTS may supplement this Code through sub-policies or notices that are consistent with this Code.
Responsibility	1.5	The Responsible Executive shall be accountable for compliance with this Code.
Effective Date and Availability	1.6	This Code shall be effective on 1 May 2011 (Effective Date) and shall be posted on JACOBS DOUWE EGBERTS's website and on JACOBS DOUWE EGBERTS's intranet. This Code shall be made available to Individuals upon request.
Code supersedes prior policies	1.7	This Code supersedes all JACOBS DOUWE EGBERTS privacy policies and notices that exist on the Effective Date to the extent they address the same issues.
Implementation	1.8	This Code shall be implemented in the JACOBS DOUWE EGBERTS organization based on the timeframes specified in Article 22.
Categories of Personal Data		Categories of Personal Data processed by JACOBS DOUWE EGBERTS shall refer to the Name, Mailing address, Telephone number and Email of the Consumer, Customer, Supplier or Business Partner

Article 2 – Purposes for Processing Personal Data

Legitimate Business Purposes	2.1	<p>Personal Data shall be collected, used or otherwise Processed for one (or more) of the following purposes (Business Purposes):</p> <ul style="list-style-type: none"> (i) Development and improvement of products and/or services. This purpose includes Processing that is necessary for the development and improvement of JACOBS DOUWE EGBERTS products and/or services, research and development (ii) Conclusion and execution of agreements with Consumers, Customers, Suppliers and Business Partners. This purpose addresses the Processing of Personal Data necessary to conclude and execute agreements with Consumers, Customers, Suppliers and Business Partners and to record and financially settle delivered services, products and materials to and from JACOBS DOUWE EGBERTS (iii) Relationship management and marketing. This purpose addresses activities such as maintaining and promoting contact with Consumers, Customers, Suppliers and Business Partners,
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account management, customer service, recalls and the development, execution and analysis of market surveys and marketing strategies

- (iv) **Business process execution, internal management and management reporting.** This purpose addresses activities such as managing company assets, conducting internal audits and investigations, finance and accounting, implementing business controls, provision of central processing facilities for efficiency purposes managing mergers, acquisitions and divestitures, and Processing Personal Data for management reporting and analysis
- (v) **Health, safety and security.** This purpose addresses activities such as those involving safety and health, the protection of JACOBS DOUWE EGBERTS and Associate assets, and the authentication of Consumer, Customer, Supplier or Business Partner status and access rights
- (vi) **Compliance with legal obligations.** This purpose addresses the Processing of Personal Data necessary for compliance with a legal obligation to which JACOBS DOUWE EGBERTS is subject or
- (vii) **Protection vital interests of Individuals.** This is where Processing is necessary to protect the vital interests of an Individual.

Where there is a question whether a Processing of Personal Data can be based on a purpose listed above, the advice of the appropriate Compliance Officer will be sought before the Processing takes place

- Consent** 2.2 If a Business Purpose does not exist or if applicable local law so requires JACOBS DOUWE EGBERTS shall (also) seek consent from the Individual for the Processing.

Where Processing is undertaken at the request of an Individual (e.g. he subscribes to a service or seeks a benefit), he is deemed to have provided consent to the Processing.

When seeking consent, JACOBS DOUWE EGBERTS must inform the Individual at the time of obtaining consent:

- (i) of the purposes of the Processing for which consent is required and
- (ii) other relevant information (e.g., the nature and categories of the Processed Data, the categories of Third Parties to which the Data are disclosed (if any) and how Individuals can exercise their rights).

- Denial or withdrawal of consent** 2.3 The Individual may both deny consent and withdraw consent at any time. JACOBS DOUWE EGBERTS shall inform the Individual of this right prior to obtaining the consent.

Article 3 – Use for Other Purposes

- Use of Data for Secondary** 3.1 Generally, Personal Data shall be used only for the Business Purposes for which they were originally collected (**Original Purpose**). Personal

Purposes

Data may be Processed for a legitimate Business Purpose of JACOBS DOUWE EGBERTS different from the Original Purpose (**Secondary Purpose**) only if the Original Purpose and Secondary Purpose are closely related. Depending on the sensitivity of the relevant Personal Data and whether use of the Data for the Secondary Purpose has potential negative consequences for the Individual, the secondary use may require additional measures such as:

- (i) limiting access to the Data
- (ii) imposing additional confidentiality requirements
- (iii) taking additional security measures
- (iv) informing the Individual about the Secondary Purpose
- (v) providing an opt-out opportunity or
- (vi) obtaining Individual consent in accordance with Article 2.2.

Generally permitted uses of Data for Secondary Purposes

- 3.2 It is generally permissible to use Personal Data for the following Secondary Purposes provided appropriate additional measures are taken in accordance with Article 3.1:
- (i) transfer of the Data to an Archive
 - (ii) internal audits or investigations
 - (iii) implementation of business controls
 - (iv) statistical, historical or scientific research
 - (v) preparing for or engaging in dispute resolution
 - (vi) legal or business consulting or
 - (vii) insurance purposes.

Article 4 – Purposes for Processing Special Categories of Personal Data

Specific purposes for Processing Special Categories of Personal Data

- 4.1 This Article sets forth specific rules for Processing Special Categories of Personal Data. JACOBS DOUWE EGBERTS shall Process Special Categories of Personal Data only to the extent necessary to serve the applicable Business Purpose.

The following categories of Special Categories of Personal Data may be collected, used or otherwise Processed only for one (or more) of the purposes specified below:

- (i) **Racial or ethnic data:** in some countries photos and video images of Individuals qualify as racial or ethnic data. JACOBS DOUWE EGBERTS may process photos and video images for the protection of JACOBS DOUWE EGBERTS and Associate assets, site access and security reasons, and the authentication of Consumer, Customer, Supplier or Business Partner status and access rights
- (ii) **Criminal data** (including data relating to criminal behavior, criminal records or proceedings regarding criminal or unlawful behavior) for protecting the interests of JACOBS DOUWE EGBERTS with respect to criminal offenses that have been or, given the relevant circumstances are suspected to have been, committed against JACOBS DOUWE EGBERTS or its Associates.

General Purposes for Processing of Special Categories of Personal Data	4.2 In addition to the specific purposes listed in Article 4.1 above, all Special Categories of Personal Data may be Processed under (one or more of) the following circumstances: <ul style="list-style-type: none"> (i) the Individual has given his explicit consent to the Processing thereof (ii) as required by or allowed under applicable local law (iii) for the establishment, exercise or defense of a legal claim (iv) to protect a vital interest of an Individual, but only where the Individual is not physically or legally incapable of giving consent; (v) to the extent necessary to comply with an obligation of international public law (e.g. treaties) or (vi) where the Special Categories of Personal Data have manifestly been made public by the Individual. (vii) processing is necessary for reasons of substantial public interest, on the basis of Union or Member State law which shall be proportionate to the aim pursued, respect the essence of the right to data protection and provide for suitable and specific measures to safeguard the fundamental rights and the interests of the data subject;
Denial or withdrawal of consent	4.3 The information requirements of Article 2.2 and Article 2.3 apply to the granting, denial or withdrawal of consent.
Prior Authorization of CPO or BPO	4.4 Where Special Categories of Personal Data are Processed based on a requirement of law other than the local law applicable to the Processing, the Processing requires the prior authorization of the Privacy Compliance Officer or the Compliance Officer responsible for the relevant business and geographic area.
Use of Special Categories of Personal Data for Secondary Purposes	4.5 Special Categories of Personal Data of Individuals may be Processed for Secondary Purposes in accordance with Article 3.

Article 5 – Quantity and Quality of Data

No Excessive Data	5.1 JACOBS DOUWE EGBERTS shall restrict the Processing of Personal Data to Data that are reasonably adequate for and relevant to the applicable Business Purpose. JACOBS DOUWE EGBERTS shall take reasonable steps to delete Personal Data that are not required for the applicable Business Purpose.
Storage period	5.2 JACOBS DOUWE EGBERTS generally shall retain Personal Data only for the period required to serve the applicable Business Purpose, to the extent reasonably necessary to comply with an applicable legal requirement or as advisable in light of an applicable statute of limitations. JACOBS DOUWE EGBERTS may specify (e.g., in a sub-policy, notice or records retention schedule) a time period for which certain categories of Personal Data may be kept.

Promptly after the applicable storage period has ended, the Responsible Executive shall direct that the Data be:

- (i) securely deleted or destroyed
- (ii) anonymized or
- (iii) transferred to an Archive (unless this is prohibited by law or an applicable records retention schedule).

Quality of Data 5.3 Personal Data shall be accurate, complete and kept up-to-date to the extent reasonably necessary for the applicable Business Purpose.

Accurate, complete and up-to-date Data 5.4 It is the responsibility of the Individuals to keep their Personal Data accurate, complete and up-to-date. Individuals shall inform JACOBS DOUWE EGBERTS regarding any changes in accordance with Article 7.

Article 6 – Individual Information Requirements

Information requirements 6.1 JACOBS DOUWE EGBERTS shall inform Individuals through a privacy policy or notice about:

- (i) the Business Purposes for which their Personal Data are Processed;
- (ii) the legal basis for the processing;
- (iii) which Group Company is responsible for the Processing and
- (iv) other relevant information (e.g., the nature and categories of the Processed Data, the categories of Third Parties to which the Data are disclosed (if any) and how Individuals can exercise their rights);
- (v) the contact details of the Data Protection Officer;
- (vi) where applicable, the fact that the controller intends to transfer personal data to a third country or international organization and the existence or absence of an adequacy decision by the Commission, or in the case of transfers referred to in Article 46 or 47, or the second subparagraph of Article 49(1), reference to the appropriate or suitable safeguards and the means by which to obtain a copy of them or where they have been made available;
- (vii) the period for which the personal data will be stored, or if that is not possible, the criteria used to determine that period.

Personal Data not obtained from the Individual 6.2 If applicable local law so requires, where Personal Data have not been obtained directly from the Individual, JACOBS DOUWE EGBERTS shall provide the Individual with the information as set out in Article 6.1:

- (i) at the time that the Personal Data are recorded in a JACOBS DOUWE EGBERTS database or;
- (ii) within a reasonable period after obtaining the personal data, but at the latest within one month, having regard to the specific circumstances in which the personal data are processed;

- (iii) at the time that the Personal Data are used for a mailing, provided that this mailing is done within six months after the Personal Data are recorded in a JACOBS DOUWE EGBERTS database;
- (iv) from which source the personal data originate, and if applicable, whether it came from publicly accessible sources;
- (v) if a disclosure to another recipient is envisaged, at the latest when the personal data are first disclosed;
- (vi) the right to lodge a complaint with a supervisory authority;
- (vii) the existence of the right to request from the controller access to and rectification or erasure of personal data or restriction of processing concerning the data subject and to object to processing as well as the right to data portability;

Exceptions

- 6.3 The requirements of Article 6.2 may be set aside if:
- (i) the Individual already has the information;
 - (ii) it is impossible or would involve a disproportionate effort to provide the information to Individuals or;
 - (iii) it results in disproportionate costs;
 - (iv) where the personal data must remain confidential subject to an obligation of professional secrecy regulated by Union or Member State law, including a statutory obligation of secrecy.

These exceptions to the above requirements qualify as Overriding Interests.

Article 7 – Individual Rights of Access and Rectification

Rights of Individuals

- 7.1 Every Individual has the right to request an overview of his Personal Data Processed by or on behalf of JACOBS DOUWE EGBERTS. Where reasonably possible, the overview shall contain information regarding the source, type, purpose, retention period and categories of recipients of the relevant Personal Data.
- If the Personal Data are incorrect, incomplete or not Processed in compliance with applicable law or this Code, the Individual has the right to have his Personal Data rectified, deleted or blocked (as appropriate).

Additionally, the Individuals shall have the right to:

- (i) object to the Processing on the basis of compelling grounds related to his particular situation; object to receiving marketing communications on the basis of Article 9.5;
- (ii) be informed of the safeguards implemented by JDE to provide an adequate level of protection of Personal Data transferred to a Third Party located in a Non-Adequate Country;
- (iii) restrict the Processing if he contests the accuracy of his Personal Data, or if the Individual objects to the Processing or does not agree to deletion of his Personal Data;
- (iv) restrict the Processing if the Processing is unlawful and the

- (v) Individual objects to the deletion of his Personal Data; receive a structured, machine-readable copy of his Personal Data and, where technically possible, to the transmission of his Personal Data to a Third Party directly. This right will only apply where the Processing is carried out by automated means and is based on consent as set forth in Articles 2.2 or 4.3 or based on contract;
- (vi) the right to object to the Processing of his Data on the basis of compelling grounds related to his particular situation;
- (viii) The data subject shall have the right not to be subject to a decision based solely on automated processing, including profiling, which produces legal effects concerning him or her or similarly significantly affects him or her.

Procedure	7.2	<p>The Individuals should send his request to the contact person or contact point indicated in the relevant privacy policy. If no contact person or contact point is indicated, the Individual may send his request through the general contact section of the JACOBS DOUWE EGBERTS website. Prior to fulfilling the request of the Individual, JACOBS DOUWE EGBERTS may require the Individual to:</p> <ul style="list-style-type: none"> (i) specify the type of Personal Data to which access is being sought; (ii) specify, to the extent reasonably possible, the data system in which the Data likely are stored; (iii) specify the circumstances in which JACOBS DOUWE EGBERTS obtained the Personal Data; (iv) show proof of identity and; (v) in the case of a request for rectification, deletion or blockage, specify the reasons why the Personal Data are incorrect, incomplete or not Processed in accordance with applicable law or the Code.
Response period	7.3	<p>Within thirty days of JACOBS DOUWE EGBERTS receiving the request, the contact person or contact point shall inform the Individual in writing either (i) of JACOBS DOUWE EGBERTS' position with regard to the request and any action JACOBS DOUWE EGBERTS has taken or will take in response or (ii) the ultimate date on which the Individual will be informed of JACOBS DOUWE EGBERTS' position, which date shall be no later than 8 weeks thereafter.</p>
Complaint	7.4	<p>An Individual may file a complaint in accordance with Article 7.3 if:</p> <ul style="list-style-type: none"> (i) the response to the request is unsatisfactory to the Individual (e.g. the request is denied); (ii) the Individual has not received a response as required by Article 7.3 or; (iii) the time period provided to the Individual in accordance with Article 7.3 is, in light of the relevant circumstances, unreasonably long and the Individual has objected but has not

been provided with a shorter, more reasonable time period in which he will receive a response.

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| Denial of requests | 7.5 | JACOBS DOUWE EGBERTS may deny an Individual request if: <ul style="list-style-type: none">(i) the request does not meet the requirements of Articles 7.1 and 7.2;(ii) the request is not sufficiently specific;(iii) the identity of the relevant Individual cannot be established by reasonable means or;(iv) the request is made within an unreasonable time interval of a prior request or otherwise constitutes an abuse of rights. A time interval between requests of 6 months or less shall generally be deemed to be an unreasonable time interval. |
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Article 8 – Security and Confidentiality Requirements;

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| Data security | 8.1 | JACOBS DOUWE EGBERTS shall take appropriate commercially reasonable technical, physical and organizational measures to protect Personal Data from misuse or accidental, unlawful, or unauthorized destruction, loss, alteration, disclosure, acquisition or access. |
| Data Breach Notification | 8.2 | JACOBS DOUWE EGBERTS shall notify the Dutch Data Protection Authority of a Data Security Breach without undue delay unless such breach is unlikely to result in a risk to the rights and freedoms of the Individuals. The measures for handling of such data breach shall be as provided in the relevant internal JACOBS DOUWE EGBERTS policies. |
| Staff access | 8.3 | Staff members shall be authorized to access Personal Data only to the extent necessary to serve the applicable Business Purpose and to perform their job. |
| Confidentiality obligations | 8.4 | Staff members who access Personal Data must meet their confidentiality obligations. |

Article 9 – Direct Marketing

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| Direct marketing | 9.1 | This Article sets forth the requirements concerning the Processing of Personal Data for direct marketing purposes (e.g. contacting the Individual by email, fax, phone, SMS or otherwise, with a view of solicitation for commercial or charitable purposes). |
| Consent for direct marketing (opt-in) | 9.2 | If applicable law so requires, JACOBS DOUWE EGBERTS shall only send unsolicited commercial electronic communication to Individuals with the prior consent of the Individual ("opt-in"). If applicable law does not require the prior consent of the Individual, JACOBS DOUWE EGBERTS |

shall in any event offer the Individual the opportunity to opt-out of such unsolicited electronic commercial communication.

Exception (opt-out)	9.3	Prior consent of the Individual for sending unsolicited electronic commercial communication is not required if: (i) the Individual has provided his electronic contact details to a Group Company in the context of a sale of a product or service of such Group Company; (ii) such contact details are used for direct marketing of such Group Company's own similar products or services ; (iii) provided that the Individual clearly and distinctly has been given the opportunity to object free of charge, and in an easy manner, to such use of his electronic contact details when they are collected by the Group Company.
Information to be provided in each communication	9.4	The Individuals shall be offered the opportunity to opt-out of further direct marketing communication in every marketing communication that is made to the Individual.
Objection to direct marketing	9.5	If an Individual objects to receiving marketing communications from JACOBS DOUWE EGBERTS, or withdraws her consent to receive such materials, JACOBS DOUWE EGBERTS will take steps to refrain from sending further marketing materials as specifically requested by the Individual. JACOBS DOUWE EGBERTS will do so within the time period required by the applicable law.
Third Parties and Direct marketing	9.6	No Data shall be provided to, or used on behalf of, Third Parties for purposes of direct marketing without the prior consent of the Individual, except if such provision is to Third Party Processors that Process Data for direct marketing activities of JACOBS DOUWE EGBERTS in accordance with the relevant provisions of Article 11.
Personal Data of Children	9.7	JACOBS DOUWE EGBERTS shall not use any Personal Data of Individuals under the age of fourteen (14) years for direct marketing.
Direct marketing records	9.8	JACOBS DOUWE EGBERTS shall keep a record of Individuals that have exercised their "opt-in" or "opt-out" right and will regularly check public opt-out registers.

Article 10 – Profiling and Automated Decision Making

Automated decisions	10.1	Automated tools used in processing personal data may be employed as a means to assist in making decisions about Individuals. Such decisions may not be based solely on the results provided by the automated tool. This restriction does not apply if: (i) the use of automated tools is required or authorized by law
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- (ii) the decision is made by JACOBS DOUWE EGBERTS for purposes of (a) entering into or performing a contract or (b) managing the contract, provided the underlying request leading to a decision by JACOBS DOUWE EGBERTS was made by the Individual (e.g., where automated tools are used to filter promotional game submissions) or;
- (iii) based on the Individual's explicit consent;
- (iv) In the cases of (ii) and (iii) above, JACOBS DOUWE EGBERTS must implement suitable measures to safeguard the data subject. At a minimum, this must include a right to obtain human intervention for the data subject to be able to express his or her point of view and to contest the decision;
- (v) In cases of Special Categories of Personal Data: Automated decision-taking based on Special Categories of Personal Data may only take place: with explicit consent; or where the processing is necessary for substantial public interest reasons and on the basis of Union or Member State law – which must include measures to protect the interests of the data subjects.

Article 11 – Transfer of Personal Data to Third Parties

Transfer to Third Parties	11.1	This Article sets forth requirements concerning the transfer of Personal Data from JACOBS DOUWE EGBERTS to a Third Party. Note that a transfer of Personal Data includes situations in which JACOBS DOUWE EGBERTS discloses Personal Data to Third Parties (e.g., in the context of corporate due diligence) or where JACOBS DOUWE EGBERTS provides remote access to Personal Data to a Third Party.
Third Party Controllers and Third-Party Processors	11.2	There are two categories of Third Parties: <ul style="list-style-type: none"> (i) Third Party Processors: these are Third Parties that Process Personal Data solely on behalf of JACOBS DOUWE EGBERTS and at its direction (e.g., Third Parties that Process online registrations made by Customers); (ii) Third Party Controllers: these are Third Parties that Process Personal Data and determine the purposes and means of the Processing (e.g., JACOBS DOUWE EGBERTS Business Partners that provide their own goods or services directly to Consumers or Customers).
Transfer for applicable Business Purposes only	11.3	JACOBS DOUWE EGBERTS shall transfer Personal Data to a Third Party to the extent necessary to serve the applicable Business Purpose (including Secondary Purposes as per Article 3 or purposes for which the Individual has provided consent in accordance with Article 2.2 and 2.3).
Third Party Controller contracts	11.4	Third Party Controllers (other than government agencies) may Process Personal Data only if they have a written contract with JACOBS DOUWE EGBERTS. In the contract, JACOBS DOUWE EGBERTS shall seek to contractually safeguard the data protection interests of the Individuals. All such contracts shall be drafted in consultation with the appropriate Compliance Officer. Individual Business Contact Data may be

transferred to a Third-Party Controller without a contract if it is reasonably expected that such Business Contact Data will be used by the Third-Party Controller to contact the Individual for legitimate business purposes related to the Individual 's job responsibilities.

Third Party Processor contracts

- 11.5 Third Party Processors may process Personal Data only if they have a written contract with JACOBS DOUWE EGBERTS. The contract with a Third-Party Processor must include the following provisions:
- (i) the Processor shall Process Personal Data only in accordance with the instructions of JACOBS DOUWE EGBERTS and for the purposes authorized by JACOBS DOUWE EGBERTS;
 - (ii) the Processor and its affiliates shall keep the Personal Data confidential;
 - (iii) the Processor shall take appropriate technical, physical and organizational security measures to protect the Personal Data;
 - (iv) the Third-Party Data Processor shall not permit subcontractors to Process Personal Data without the prior written consent of JACOBS DOUWE EGBERTS;
 - (v) JACOBS DOUWE EGBERTS has the right to review the security measures taken by the Third-Party Processor and the Third-Party Processor shall submit its relevant data processing facilities to audits and inspections by JACOBS DOUWE EGBERTS or any relevant government authority;
 - (vi) the Third-Party Processor shall promptly inform JACOBS DOUWE EGBERTS of any actual or suspected security breach involving Personal Data;
 - (vii) the Third-Party Processor shall take adequate remedial measures as soon as possible and shall promptly provide JACOBS DOUWE EGBERTS with all relevant information and assistance as requested by JACOBS DOUWE EGBERTS regarding the security breach.
 - (viii)
 - (ix) Upon the request of JACOBS DOUWE EGBERTS, the Third-Party Processor shall delete or return all Personal Data at the end of the provision of services relating to the Processing of Personal Data and shall delete all copies of the Personal Data, unless storing the Personal Data is required by applicable law.

Transfer of Data to a Non-Adequate Country

- 11.6 This Article sets forth additional rules for the transfer of Personal Data to a Third Party located in a country that is not considered to provide an "adequate" level of protection for Personal Data (**Non-Adequate Country**). Personal Data may be transferred to a Third Party located in a Non-Adequate Country only if:
- (i) the transfer is necessary for the performance of a contract with the Individual, for managing a contract with the Individual or to take necessary steps at the request of the Individual prior to entering into a contract, e.g., for processing orders

- (ii) a contract has been concluded between JACOBS DOUWE EGBERTS and the relevant Third Party that provides for safeguards at a similar level of protection as that provided by this Code; the contract shall conform to any model contract requirement under applicable local law (if any);
- (iii) the transfer is necessary for the conclusion or performance of a contract concluded in the interest of the Individual between JACOBS DOUWE EGBERTS and a Third Party (e.g. in case of recalls);
- (iv) the Third Party has been certified under an approved code of conduct (based on the new scheme in Article 40) or an approved certification mechanism (based on the new scheme in Article 42) any other similar program that is recognized as providing an “adequate” level of data protection;
- (v) the Third Party has implemented binding corporate rules or a similar transfer control mechanism which provides adequate safeguards under applicable law;
- (vi) the transfer is necessary to protect a vital interest of the Individual;
- (vii) the transfer is necessary for the establishment, exercise or defense of a legal claim;
- (viii) the transfer is necessary for important reasons of public interest;
- (ix) the transfer is required by any law to which the relevant Group Company is subject.

Items (viii) and (ix) above require the prior approval of the Privacy Compliance Officer.

Consent for transfer

11.7 If none of the grounds listed in Article 11.6 exist or if applicable local law so requires JACOBS DOUWE EGBERTS shall (also) seek consent from the Individual for the transfer of the Personal Data to a Third Party located in a Non-Adequate Country.

Prior to requesting consent, the Individuals shall be provided with the following information:

- (i) the purpose of the transfer;
- (ii) the identity of the transferring Group Company;
- (iii) the identity or categories of Third Parties to which the Data will be transferred;
- (iv) the categories of Data that will be transferred;
- (v) the country to which the Data will be transferred and;
- (vi) the fact that the Data will be transferred to a Non-Adequate Country.

Article 2.3 shall apply to denial or withdrawal of consent.

Transfers between Non-Adequate

11.8 This Article sets forth additional rules for transfers of Personal Data that were collected in connection with the activities of a Group Company located in a Non-Adequate Country to a Third Party also located in a

Countries	<p>Non-Adequate Country. In addition to the grounds listed in Article 11.6, these transfers are permitted if they are:</p> <ul style="list-style-type: none"> (i) necessary for compliance with a legal obligation to which the relevant Group Company is subject; (ii) necessary to serve the public interest or; (iii) necessary to satisfy a Business Purpose of JACOBS DOUWE EGBERTS.
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Article 12 – Overriding Interests

Overriding Interests	<p>12.1 Some of the obligations of JACOBS DOUWE EGBERTS or rights of Individuals under this Code may be overridden if, due to the specific circumstances at issue, a pressing need exists that outweighs the interest of the Individual (Overriding Interest). An Overriding Interest exists if there is a need to:</p> <ul style="list-style-type: none"> (i) protect the legitimate business interests of JACOBS DOUWE EGBERTS including <ul style="list-style-type: none"> (a) the health, security or safety of Associates or Individuals; (b) JACOBS DOUWE EGBERTS's intellectual property rights, trade secrets or reputation; (c) the continuity of JACOBS DOUWE EGBERTS's business operations; (d) the preservation of confidentiality in a proposed sale, merger or acquisition of a business or; (e) the involvement of trusted advisors or consultants for business, legal, tax, or insurance purposes; (ii) prevent or investigate (including cooperating with law enforcement) suspected or actual violations of law or; (iii) otherwise protect or defend the rights or freedoms of JACOBS DOUWE EGBERTS, its Associates or other persons.
Exceptions in the event of Overriding Interests	<p>12.2 If an Overriding Interest exists, one or more of the following obligations of JACOBS DOUWE EGBERTS or rights of the Individual may be set aside:</p> <ul style="list-style-type: none"> (i) Article 3.1 (the requirement to Process Personal Data for closely related purposes) (ii) Article 6.1 (information provided to Individuals) and 6.2 (Personal Data not obtained from Individuals) (iii) Article 7.1 (rights of Individuals) (iv) Articles 8.2 and 8.3 (Staff access limitations and confidentiality requirements) and (v) Articles 11.4, 11.5 and 11.6 (ii) (contracts with Third Parties).
Special Categories of Personal Data	<p>12.3 The requirements of Articles 4.1 and 4.2 (Special Categories of Personal Data) may be set aside only for the Overriding Interests listed in Article 12.1 (i) (a), (c) and (e), (ii) and (iii).</p>
Consultation with Privacy Compliance	<p>12.4 Setting aside obligations of JACOBS DOUWE EGBERTS or rights of Individuals based on an Overriding Interest requires prior consultation of the Privacy Compliance Officer.</p>

Officer

- Information to Individual** 12.5 Upon request of the Individual, JACOBS DOUWE EGBERTS shall inform the Individual of the Overriding Interest for which obligations of JACOBS DOUWE EGBERTS or rights of the Individual have been set aside, unless the particular Overriding Interest sets aside the requirements of Articles 6.1 or 7.1, in which case the request shall be denied.

Article 13 – Supervision and compliance

- Privacy Compliance Officer** 13.1 JACOBS DOUWE EGBERTS shall appoint a Privacy Compliance Officer who is responsible for:
- (i) supervising compliance with this Code;
 - (ii) providing periodic reports, as appropriate, to the Privacy Council on data protection risks and compliance issues and;
 - (iii) coordinating, in conjunction with the appropriate Compliance Officer, official investigations or inquiries into the Processing of Data by a government authority.
- Privacy Council** 13.2 JACOBS DOUWE EGBERTS shall establish an advisory Privacy Council. The Privacy Council shall create and maintain a framework for:
- (i) the development, implementation and updating of local Individual data protection policies and procedures;
 - (ii) the development of the policies, procedures and system information (as required by Article 14);
 - (iii) the development, implementation and updating of the training and awareness programs;
 - (iv) the monitoring and reporting on compliance with this Code;
 - (v) the collecting, investigating and resolving privacy inquiries, concerns and complaints and;
 - (vi) determining and updating appropriate sanctions for violations of this Code (e.g., disciplinary standards).
- Compliance Officers** 13.3 In each country or geographic area where a Group Company is established, one or more Compliance Officers shall be designated who shall be responsible for supervising compliance with this Code in the relevant business and country or geographic area. The Privacy Compliance Officer shall act as the Compliance Officer for JACOBS DOUWE EGBERTS. These Compliance Officers may, in turn, establish a network of Compliance Officers sufficient to direct compliance with this Code within their respective organizations.
- The Compliance Officers shall:
- (i) regularly advise their respective executive teams and the Privacy Compliance Officer on privacy risks and compliance issues;
 - (ii) establish a framework for a privacy compliance program as required by the Privacy Compliance Officer and;
 - (iii) cooperate with the Privacy Compliance Officer and the other Compliance Officers.

Default Compliance Officer	13.4	If at any moment in time there is no Compliance Officer designated for a function or business, the Compliance Officer to whom the missing Compliance Officer for the relevant function or business would report, is responsible for supervising compliance with this Code.
Compliance Officer with a statutory position	13.5	Where a Compliance Officer responsible for supervising compliance with this Code (or privacy officer) holds his position pursuant to law, he shall carry out his job responsibilities to the extent they do not conflict with his statutory position.

Article 14 – Policies and procedures

Policies and procedures	14.1	JACOBS DOUWE EGBERTS shall develop and implement policies and procedures to comply with this Code.
System information	14.2	JACOBS DOUWE EGBERTS shall maintain readily available information regarding the structure and functioning of all systems that Process Personal Data (e.g. inventory of systems and processes, privacy impact assessments).

Article 15 – Training

Staff training	15.1	JACOBS DOUWE EGBERTS shall provide training on this Code and related confidentiality obligations to Staff members who have access to Personal Data.
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Article 16 – Monitoring and auditing compliance

Monitoring	16.1	JACOBS DOUWE EGBERTS management shall monitor compliance with this Code as a part of their regular business processes and procedures.
Audits	16.2	The JACOBS DOUWE EGBERTS Audit function shall audit business processes and procedures that involve the Processing of Personal Data for compliance with this Code. The audits shall be carried out in the course of the regular activities of the JACOBS DOUWE EGBERTS Audit function or at the request of the Privacy Compliance Officer. The Privacy Compliance Officer may request to have an audit as specified in this Article 16.2 conducted by an external auditor. Applicable professional standards of independence, integrity and confidentiality shall be observed when conducting an audit. The Privacy Compliance Officer and the appropriate Compliance Officers shall be informed of the results of the audits. Reported violations of this Code will be reported back to senior management. A copy of the audit results will be provided to the Dutch Data Protection Authority upon request. When required, the Dutch Data Protection Authority may carry out a data protection audit of JACOBS DOUWE EGBERTS. Such audit right will also apply to the Data Protection Authorities with jurisdiction over other Group Company members.

- Annual report** 16.3 The Privacy Compliance Officer shall produce an annual Personal Data privacy report for the Privacy Council on compliance with this Code and other relevant issues.
- Each Compliance Officer shall provide information relevant to the report to the Privacy Compliance Officer.
- Mitigation** 16.4 JACOBS DOUWE EGBERTS shall, if so indicated, ensure that adequate steps are taken to address breaches of this Code identified during the monitoring or auditing of compliance pursuant to this Article 16.

Article 17 – Complaints procedure

- Complaint** 17.1 Individuals may file a complaint regarding compliance with this Code or violations of their rights under applicable local law in accordance with the complaints procedure set forth in the relevant privacy policy or contract. The complaint shall be forwarded to the appropriate Compliance Officer.
- The appropriate Compliance Officer shall:
- (a) notify the Privacy Compliance Officer
 - (b) initiate an investigation and
 - (c) when necessary, advise the business on the appropriate measures for compliance and monitor, through completion, the steps designed to achieve compliance.
- The Compliance Officer may consult with any government authority having jurisdiction over a particular matter about the measures to be taken.
- Reply to Individual** 17.2 Within thirty days of JACOBS DOUWE EGBERTS receiving a complaint, the appropriate Compliance Officer shall inform the Individual in writing either (i) of JACOBS DOUWE EGBERTS's position with regard to the complaint and any action JACOBS DOUWE EGBERTS has taken or will take in response or (ii) when he will be informed of JACOBS DOUWE EGBERTS's position (which shall be no later than 16 weeks thereafter). The appropriate Compliance Officer shall send a copy of the complaint and his written reply to the Privacy Compliance Officer.
- Complaint to Privacy Compliance Officer** 17.3 An Individual may file a complaint with the Privacy Compliance Officer if:
- (i) the resolution of the complaint by the appropriate Compliance Officer is unsatisfactory to the Individual (e.g., the complaint is rejected);
 - (ii) the Individual has not received a response as required by Article 17.2;
 - (iii) the time period provided to the Individual pursuant to Article 17.2 is, in light of the relevant circumstances, unreasonably long and the Individual has objected but has not been provided with

- a shorter, more reasonable time period in which he will receive a response or;
- (iv) in one of the events listed in Article 7.4.

The procedure described in Articles 17.1 through 17.2 shall apply to complaints filed with the Privacy Compliance Officer.

Article 18 – Legal issues

Local law and jurisdiction	18.1 Any Processing by JACOBS DOUWE EGBERTS of Personal Data shall be governed by applicable local law. Individuals shall keep their own rights and remedies as available in their local jurisdictions. Local government authorities having jurisdiction over the relevant matters shall maintain their authority.
Law applicable to Code; Code has supplemental character	18.2 This Code shall be governed by and interpreted in accordance with Dutch law. This Code shall apply only where it provides supplemental protection for Personal Data. Where applicable local law provides more protection than this Code, local law shall apply. Where this Code provides more protection than applicable local law or provides additional safeguards, rights or remedies for Individuals, this Code shall apply. Where the General Data Protection Regulation provides for less protection than this Code, JACOBS DOUWE EGBERTS may choose to apply this Code or the General Data Protection Regulation.
Lead authority for supervision of rules	18.3 Compliance with this Code shall be exclusively supervised by the Dutch Data Protection Authority in the Netherlands, which is also exclusively authorized to advise JACOBS DOUWE EGBERTS on the application of this Code at all times. The Dutch Data Protection Authority shall have investigative powers based on the Dutch Data Protection Act. To the extent the Dutch Data Protection Authority has discretionary powers related to enforcement of the Dutch Data Protection Act, it shall have similar discretionary powers for enforcement of this Code.
Liability and Exclusive jurisdiction under Code	18.4 JACOBS DOUWE EGBERTS shall be responsible for and take the required action to remedy the acts of other Group Company members under this Code. Any complaints or claims of an Individual concerning any supplemental right the Individual may have under this Code shall be directed to JACOBS DOUWE EGBERTS only and shall be brought before the Dutch Data Protection Authority in the Netherlands or the competent court in Amsterdam, the Netherlands. The Dutch Data Protection Authority and courts in Amsterdam, the Netherlands have exclusive jurisdiction over any supplemental rights provided by this Code. Complaints and claims shall be admissible only if the Individual has first followed the complaints procedure set forth in Article 17 of this Code.
Code enforceable against JACOBS	18.5 Any additional safeguards, rights or remedies granted to Individuals under this Code are granted by and enforceable in the Netherlands against JACOBS DOUWE EGBERTS only.

**DOUWE
EGBERTS only**

Available remedies, limitation of damages, burden of proof re damages

18.6 Individuals shall only be entitled to remedies available to data subjects under the Dutch Data Protection Act, the Dutch Civil Code and the Dutch Code on Civil Procedure. However, JACOBS DOUWE EGBERTS shall be liable only for direct damages suffered by an Individual resulting from a violation of this Code. Provided Individuals can demonstrate that they have suffered damage and can establish facts which show it is plausible that the damage has occurred because of a violation of the Code, it will be for JACOBS DOUWE EGBERTS to prove that the damages suffered by the relevant Individual due to a violation of the Code are not attributable to the relevant Group Company.

Mutual assistance and redress

18.7 All Group Companies shall co-operate and assist each other to the extent reasonably possible to handle:

- (i) a request, complaint or claim made by an Individual or;
- (ii) a lawful investigation or inquiry by a competent government authority.

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

The Group Company that is responsible for the Processing to which the request, complaint or claim relates, shall bear all costs involved and reimburse JACOBS DOUWE EGBERTS.

Article 19 – Sanctions for non-compliance

Non-compliance

19.1 Non-compliance of Associates with this Code may result in disciplinary action up to and including termination of employment.

Article 20 – Conflicts between the Code and applicable local law

Conflict of law when transferring Data

20.1 Where a legal requirement to transfer Personal Data conflicts with the laws of the Member States of the EEA or the law of Switzerland, the transfer requires the prior approval of the Privacy Compliance Officer. The Privacy Compliance Officer shall seek the advice of the General Counsel. The Privacy Compliance Officer may seek the advice of the Dutch Data Protection Authority or another competent government authority.

Conflict between Code and law

20.2 In all other cases, where there is a conflict between applicable local law and the Code, the relevant Responsible Executive shall consult with the Privacy Compliance Officer to determine how to comply with this Code and resolve the conflict to the extent reasonably practicable given the

legal requirements applicable to the relevant Group Company.

- New conflicting legal requirements**
- 20.3 The relevant Responsible Executive shall promptly inform the Privacy Compliance Officer of any new legal requirement that may interfere with JACOBS DOUWE EGBERTS's ability to comply with this Code.

Article 21 – Changes to the Code

- Changes to the Code**
- 21.1 Any changes to this Code require the prior approval of the General Counsel and the Privacy Compliance Officer. Group Companies shall be notified of changes to this Code without undue delay. JACOBS DOUWE EGBERTS shall notify the Dutch Data Protection Authority in case of significant changes to the Code on a yearly basis.
- 21.2 This Code may be changed without the Individual 's consent even though an amendment may relate to a benefit conferred on Individuals.
- 21.3 Any amendment shall enter into force after it has been approved and published on JACOBS DOUWE EGBERTS's website and JACOBS DOUWE EGBERTS's Intranet.
- 21.4 Any request, complaint or claim of an Individual involving this Code shall be judged against this version of the Code as it is in force at the time the request, complaint or claim is made.

Article 22 – Transition Periods

- General transition period**
- 22.1 Except as indicated below, there shall be a two-year transition period for compliance with this Code. Accordingly, except as otherwise indicated, within two years of the Effective Date, all Processing of Personal Data shall be undertaken in compliance with the Code. During any transition period, JACOBS DOUWE EGBERTS shall strive to comply with the Code.
- Transition period for new Group Companies**
- 22.2 Any entity that becomes a Group Company after the Effective Date shall comply with the Code within two years of becoming a Group Company.
- Transition period for IT Systems**
- 22.3 Where implementation of this Code requires updates or changes to information technology systems (including replacement of systems), the transition period shall be four years from the Effective Date or from the date an entity becomes a Group Company, or any longer period as is reasonably necessary to complete the update, change or replacement process.
- Transition period for**
- 22.4 Where there are existing agreements with Third Parties that are affected by this Code, the provisions of the agreements will prevail until

**existing
agreements**

the agreements are renewed in the normal course of business.

**Transitional
period for
local-for-local
systems**

22.5 Processing of Personal Data that were collected in connection with activities of a Group Company located in a Non-Adequate Country shall be brought into compliance with this Code within five years of the Effective Date.

Contact details

JACOBS DOUWE EGBERTS
Privacy Compliance Officer
Oosterdoksstraat 80
1011 DK Amsterdam
The Netherlands
Email address: privacy@jdecoffee.com

ANNEX 1 **Definitions**

Archive	ARCHIVE shall mean a collection of Personal Data that are no longer necessary to achieve the purposes for which the Data originally were collected or that are no longer used for general business activities, but are used only for historical, scientific or statistical purposes, dispute resolution, investigations or general archiving purposes. An archive includes any data set that can no longer be accessed by any Associate other than the system administrator.
Article	ARTICLE shall mean an article in this Code.
Business Contact Data	BUSINESS CONTACT DATA shall mean any data typically found on a business card and used by the Individual in his contact with JACOBS DOUWE EGBERTS.
Business Partner	BUSINESS PARTNER shall mean any Third Party, other than a Consumer, Customer or Supplier that has or had a business relationship or strategic alliance with JACOBS DOUWE EGBERTS (e.g. joint marketing partner, joint venture, distributor or joint development partner).
Business Purpose	BUSINESS PURPOSE shall mean a purpose for Processing Personal Data as specified in Article 2 or 3 or for Processing Special Categories of Personal Data as specified in Article 4 or 3.
Privacy Compliance Officer	PRIVACY COMPLIANCE OFFICER shall mean the officer as referred to in Article 13.1.
Code	CODE shall mean this Privacy Code for Consumer, Customer, Supplier and Business Partner Data.
Data Security Breach	Data Security Breach means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data transmitted, stored or otherwise Processed.
Consumer	CONSUMER shall mean any Individual that purchases, may purchase or has purchased a JACOBS DOUWE EGBERTS product or service in a business-to-consumer relation (B2C).
Customer	CUSTOMER shall mean any Third-Party Company (e.g. Retailers, Hotels) that purchases, may purchase or has purchased a JACOBS DOUWE EGBERTS product or service in a business-to-business relation (B2B).
Effective Date	EFFECTIVE DATE shall mean the date on which this Code becomes effective as set forth in Article 1.6.
Associate	ASSOCIATE shall mean an employee, job applicant or former employee of JACOBS DOUWE EGBERTS. This term does not include people working at

JACOBS DOUWE EGBERTS as consultants or employees of Third Parties providing services to JACOBS DOUWE EGBERTS.

Associate Data	ASSOCIATE DATA shall mean any information relating to an identified or identifiable Associate.
EEA	EEA or EUROPEAN ECONOMIC AREA shall mean all Member States of the European Union, plus Norway, Iceland and Liechtenstein.
EU Data Protection Directive	EU DATA PROTECTION DIRECTIVE shall mean the Directive 95/46/EC of the European Parliament and of the Council on the protection of Individuals with regard to the processing of and the free movement of such data.
General Counsel	GENERAL COUNSEL shall mean the General Counsel of JACOBS DOUWE EGBERTS.
Group Company	GROUP COMPANY shall mean JACOBS DOUWE EGBERTS B.V. and any company or legal entity of which JACOBS DOUWE EGBERTS B.V. , directly or indirectly owns more than 50% of the issued share capital, has 50% or more of the voting power at general meetings of shareholders, has the power to appoint a majority of the directors, or otherwise directs the activities of such other legal entity; however, any such company or legal entity shall be deemed a Group Company only as long as a liaison and/or relationship exists, and that is covered by the JACOBS DOUWE EGBERTS Code of Conduct.
Individual	Individuals shall mean any Associate, Consumer or any person working for a Customer, Supplier or Business Partner.
Personal Data or Data	PERSONAL DATA shall mean any information relating to an identified or identifiable Individual.
JACOBS DOUWE EGBERTS	JACOBS DOUWE EGBERTS shall mean JACOBS DOUWE EGBERTS B.V., a Dutch private limited liability company, having its registered seat and its principal place of business in Amsterdam, the Netherlands, and its Group Companies.
Non-Adequate Country	NON-ADEQUATE COUNTRY shall mean a country that under applicable local law (such as Article 25 of the EU Data Protection Directive) is deemed not to provide an "adequate" level of data protection.
Original Purpose	ORIGINAL PURPOSE shall mean the purpose for which Personal Data was originally collected.
Overriding Interest	OVERRIDING INTEREST shall mean the pressing interests set forth in Article 12.1 based on which the obligations of JACOBS DOUWE EGBERTS or rights of Individuals set forth in Article 12.2 and 12.3 may, under specific circumstances, be overridden if this pressing interest outweighs the interest of the Individual.

Privacy Council	PRIVACY COUNCIL shall mean the council referred to in Article 13.2.
Compliance Officer	COMPLIANCE OFFICER shall mean a Compliance Officer appointed by the Privacy Compliance Officer pursuant to Article 13.3.
Processing	PROCESSING shall mean any operation that is performed on Personal Data, whether or not by automatic means, such as collection, recording, storage, organization, alteration, use, disclosure (including the granting of remote access), transmission or deletion of Personal Data.
Responsible Executive	RESPONSIBLE EXECUTIVE shall mean the manager with primary budgetary ownership over the relevant processing of Personal Data.
Secondary Purpose	SECONDARY PURPOSE shall mean any purpose other than the Original Purpose for which Personal Data are further Processed.
Special Categories of Personal Data	Special Categories of Personal DATA shall mean Personal Data that reveal an Individual 's racial or ethnic origin, political opinions or membership in political parties or similar organizations, religious or philosophical beliefs, membership in a professional or trade organization or union, physical or mental health including any opinion thereof, disabilities, genetic code, addictions, sex life, criminal offenses, criminal records, proceedings with regard to criminal or unlawful behavior, or social security numbers issued by the government.
Supplier	SUPPLIER shall mean any Third Party that provides goods or services to JACOBS DOUWE EGBERTS (e.g. an agent, consultant or vendor).
Staff	STAFF shall mean all Associates and other persons who Process Personal Data as part of their respective duties or responsibilities using JACOBS DOUWE EGBERTS information technology systems or working primarily from JACOBS DOUWE EGBERTS's premises.
Third Party	THIRD PARTY shall mean any person, private organization or government body outside JACOBS DOUWE EGBERTS.
Third Party Controller	THIRD PARTY CONTROLLER shall mean a Third Party that Processes Personal Data and determines the purposes and means of the Processing.
Third Party Processor	THIRD PARTY PROCESSOR shall mean a Third Party that Processes Personal Data on behalf of JACOBS DOUWE EGBERTS that is not under the direct authority of JACOBS DOUWE EGBERTS.