Binding Corporate Rules (”BCR”)

ROCKWOOL Group
ROCKWOOL A/S

Public version

VERSION 1.4 – 09/2026

Table of contents

1. Introduction 2
2. Scope 2
3. Definitions 3
4. Purpose limitation 6
5. Data quality and proportionality 7
6. Legal basis for Processing Personal Data 7
7. Legal basis for Processing of Special Categories of Personal Data 8
8. Accountability 8
9. Transparency and rights of information 11
10. Rights of the Data Subject 13
11. Automated individual decisions 17
12. Security and confidentiality 17
13. Relationships with ROCKWOOL Group Processors 19
14. Restrictions on transfers and Onward Transfers to external Processors and Controllers (not Members of the ROCKWOOL Group) 19
15. Training programmes 21
16. Audit programme 21
17. Compliance and supervision of compliance 21
18. Actions in case of national legislation preventing respect of the BCRs and in case of government access requests 22
19. Internal complaint mechanisms (incl. objections) 25
20. Third party beneficiary rights 27
21. Liability 28
22. Mutual assistance and cooperation with SAs 28
23. Updates of the BCRs 29
24. Relationship between national law and the BCRs 29
25. Termination 29
26. Compliance with these BCRs 29
27. Effective date 29
28. Appendixes 29

1. Introduction

1.1 The ROCKWOOL Group is an international group of companies manufacturing stone wool insulation and other stone wool related products. As such, within the ROCKWOOL Group, there is an inherent need to exchange data, including Personal Data.

1.2 In order to provide adequate security within the ROCKWOOL Group for employees, applicants who are not offered a job in a ROCKWOOL entity, customers, suppliers and other persons associated with the ROCKWOOL Group when Personal Data is transferred and to provide employees, applicants who are not offered a job in a ROCKWOOL entity, customers, suppliers and other persons associated with the ROCKWOOL Group with guarantees that their Personal Data is protected, even when such Personal Data is transferred between the different Members of the ROCKWOOL Group, of which some are situated in countries which do not have legislation regarding protection of Personal Data, these Binding Corporate Rules (BCRs) are implemented.

1.3 The board of the parent company of the ROCKWOOL Group, ROCKWOOL A/S, will ensure compliance with these BCRs. All Members of the ROCKWOOL Group and employees of said Members have a clear duty to respect these BCRs.

1.4 These BCRs are in compliance with the European Union's (EU) Regulation 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.

2. Scope

2.1 Intra-group transfers and Processing

The purpose of these BCRs is to ensure an adequate level of privacy protection within the ROCKWOOL Group, including Members of the ROCKWOOL Group located in countries which are not members of the European Economic Area (EEA) or Switzerland and United Kingdom in order to allow the transfer of categories of Personal Data described in Appendix 1 between the Members of the ROCKWOOL Group. All Members of the ROCKWOOL Group and employees of said Members have a clear duty to respect these BCRs.

2.2 Geographical and organisational scope

The ROCKWOOL Group companies covered by these BCRs are listed in Appendix 2.

2.3 Material scope

These BCRs apply to all processing, including transfers, of the categories of Personal Data described in Appendix 1 within the ROCKWOOL Group companies listed in Appendix 2.

2.4 General description of the data flows and purposes of Processing

2.4.1 General description of the data flows

The nature of the Personal Data covered by these BCRs is categorized as human resource data and data relating to human resources, e.g. hiring and dismissal, absence, performance, payroll, travel management, career opportunities, disciplinary sanctions, etc. (including Personal Data on applicants who are not offered a job in a ROCKWOOL entity and Personal Data on logging of IT-use), Personal Data originating from the ROCKWOOL Whistleblower-system, as well as Personal Data relating to the ROCKWOOL Group's Customer Relationship Management (CRM) system including Personal Data on other business relations, cf. Appendix 1.

The extend of the data flow within the ROCKWOOL Group is in broad terms centralized around the central departments of ROCKWOOL in Denmark, where the main central databases are placed. A human resource database is placed in Ireland with a Data Processor. Most data is transferred from Denmark to other Members of the ROCKWOOL Group.

2.4.2 Purposes of Processing

The ROCKWOOL Group is becoming increasingly globalized, and the need to process and transfer Personal Data within the ROCKWOOL Group globally has significantly increased.

The overall purposes of Processing human resource data as mentioned in Appendix 1 are supervision, management and payment of employees, travel management, assessment of employees' training and development needs, maintenance and development of the employment relationship between the employer and the employee (cross country management to support the ROCKWOOL Group's development), logging of IT-use, and optimization the global human resource processes within the ROCKWOOL Group.

The purposes of Processing CRM data as mentioned in Appendix 1 are to enable the ROCKWOOL Group to use Personal Data concerning the ROCKWOOL Group's customers in order to improve the ROCKWOOL Group's levels of service, sales and marketing efforts and to strengthen the position and communication between the ROCKWOOL Group and its customers.

The purpose of Processing Personal Data originating from the ROCKWOOL Whistleblower-system is reporting regarding serious breaches of the Group's policy on business ethics (criminal offenses) or any applicable law.

2.4.3 Data Importers and Data Exporters in the EU/EEA and outside the EU/EEA

The ROCKWOOL Group consists of factories and offices located in around 40 different countries including:

Austria, Australia, , Belgium, Bulgaria, Canada, China, Croatia, Czech Republic, Denmark, the Emirates (Dubai), Estonia, Finland, France, Germany, Hong Kong, Hungary, India, Indonesia, Italy, Japan, Latvia, Lithuania, Malaysia, , the Netherlands, Norway, Philippines, Poland, Romania, Singapore, Slovakia, South Korea, Spain, Sweden, Switzerland, Thailand, Turkey, Ukraine, United Kingdom, USA and Vietnam.

The above mentioned specification is based on data gathered in June 2026.

2.5. Termination

In the event that a Member of the ROCKWOOL Group, which is established outside the EU/EEA, ceases to exist or otherwise ceases to be a party to the BCRs, the third party beneficiary rights as described in section 20 remain in effect.

3. Definitions

3.1 The terms used in these BCRs are to be interpreted in accordance with the EU Regulation and relevant interpretive aids.

Binding Corporate Rules (BCR)	means	personal data protection policies which are adhered to by a Controller established on the territory of a member state of the EU/EEA for transfers or a set of transfers of Personal Data to a Controller or Processor in one or more third countries within a group of undertakings.
BCR Lead	means	the SA leading the review of the ROCKWOOL Group's BCRs (the Danish Data Protection Agency).
Competent SA	means	the EU/EEA SA competent for the Data Exporter.
Consent	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.
Countries ensuring an adequate level of protection	means	countries outside the EU/EEA where an adequacy decision, based on Article 45 of the General Data Protection Regulation, has been adopted by the EU Commission.
Countries not ensuring an adequate level of protection	means	countries outside the EU/EEA where no adequacy decision, based on Article 45 of the General Data Protection Regulation, has been adopted by the EU Commission.
Controller	means	the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data; where the purposes and means of such processing are determined by Union or Member State law, the controller or the specific criteria for its nomination may be provided for by Union or Member State law.
Processor	means	a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller.
Data Exporter	means	a Member of the ROCKWOOL Group established in the EU/EEA which Transfers Personal Data to a Controller or Processor established outside the EU/EEA.
Data Importer	means	a Member of the ROCKWOOL Group established in a Third Country to which Personal Data is Transferred from a Controller or Processor in the EU/EEA.
Data Subject	means	a natural person who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

E-mail	means	any text, voice, sound or image message sent over a public communications network or the secure internal network in the ROCKWOOL Group which can be stored in the network or in the recipient's terminal equipment until it is collected by the recipient.
Group HR	means	the central ROCKWOOL Group HR division.
Global Data Protection Coordinator (GDPC)	means	a representative (natural person) of ROCKWOOLA/S in charge of protecting Personal Data in ROCKWOOL A/S and contact person for the SAs and, with the support of the Executive Management, the overall responsible in the ROCKWOOL Group in relation to Personal Data matters.
Local Data Protection Coordinator (LDPC)	means	any national representative (natural person) in charge of protecting Personal Data in each Member of the ROCKWOOL Group.
Member of the ROCKWOOL Group	means	any factory, office or other business subsidiary fully owned by ROCKWOOL A/S, as well as ROCKWOOL A/S itself.
Member State	means	EU/EEA member state countries
National Legislation	means	legislation, regulations, statutes, court orders, practices, or mandatory standards applicable in a national jurisdiction, whether inside or outside the EU/EEA.
Onward Transfers	means	Transfers from Members of the ROCKWOOL Group outside the EU/EEA, UK or Switzerland to companies outside the ROCKWOOL Group.
Personal Data	means	any information relating to an identified or identifiable natural person (Data Subject).
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.
Processing	means	any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
Recipient	means	a natural or legal person, public authority, agency or another body, to which the personal data are disclosed, whether a third party or not. However, public authorities which may receive personal data in the framework of a particular inquiry in accordance with Union or Member State law shall not be regarded as recipients.

Regulation	means	the EU Regulation 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).
ROCKWOOL Group Controller	means	a Member of the ROCKWOOL Group acting as a Controller.
ROCKWOOL Group Processor	means	a Member of the ROCKWOOL Group acting as a Processor to a ROCKWOOL Group Controller.
Sensitive Personal Data (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, Personal Data concerning health or data concerning a natural person's sex life or sexual orientation.
Supervisory Authority (SA)	means	an independent public authority which is established by a Member State pursuant to Article 51 of the Regulation to be responsible for monitoring the application of the Regulation, in order to protect fundamental rights and freedoms of natural persons in relation to Processing and to facilitate the free flow of Personal Data. Can be mentioned as the Data Protection Authority/Agency.
The ROCKWOOL Group	means	ROCKWOOL A/S and its subsidiaries.
Third Party	means	any natural or legal person, public authority, agency or body other than the Data Subject, Controller, Processor and persons who, under the direct authority of the Controller or Processor, are authorised to process personal data.
Third Countries	means	countries outside the EU/EEA.

4. Purpose limitation

4.1 Description of purpose

Personal Data will only be collected, transferred and otherwise processed for specific, explicit and legitimate purposes, cf. above, and will not be further processed in a way incompatible with such purposes.

Special Categories of Personal Data (Sensitive Personal Data) will be provided with additional safeguards in accordance with the Regulation.

The purposes for which the Personal Data is processed and transferred are to facilitate access to the human resource databases in an effective and appropriate manner for relevant employees of the Members of the ROCKWOOL Group, and to further develop the competences of the ROCKWOOL Group employees, to facilitate reporting to the ROCKWOOL Whistleblower-system and strengthen the position of the ROCKWOOL Group, including having a comprehensive international CRM system, cf. also section 2.4.2.

5. Data quality and proportionality

5.1 In accordance with the Regulation and in order to provide the Data Subjects with an equivalent and suitable level of Personal Data protection, the Members of the ROCKWOOL Group undertake to ensure that:

- Personal Data is processed lawfully, fairly and in a transparent manner in relation to the Data Subject;
- The Personal Data subject to Processing will be adequate, relevant and limited to what is necessary in relation to the purposes for which it is processed;
- Personal Data is accurate and, where necessary, kept up to date and every reasonable step must be taken to ensure that inaccurate or incomplete Personal Data, having regard to the purposes for which it is processed, will be rectified, supplemented, or erased without delay;
- Personal Data is kept in a form which permits identification of the Data Subjects for no longer than is necessary for the purposes for which the Personal Data is processed;
- Personal Data is processed in a manner that ensures appropriate security of the Personal Data, including protection against unauthorised or unlawful Processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures
- Transfers and Onward Transfers under these BCRs are only made to ROCKWOOL Group Processors and ROCKWOOL Group Controllers who are bound by these BCRs or who meet the requirements set out in section 14 below.

6. Legal basis for Processing Personal Data

6.1 Description of the legal basis for Processing of Personal Data

Processing of Personal Data will be based on the following legal grounds:

- The Data Subject has given Consent to the Processing of his or her Personal Data for one or more specific purposes; or
- The Processing is necessary for the performance of a contract to which the Data Subject is party or in order to take steps at the request of the Data Subject prior to entering into a contract; or
- The Processing is necessary for compliance with a legal obligation to which the Controller is subject; or
- The Processing is necessary in order to protect the vital interests of the Data Subject or of another natural person; or
- The Processing is necessary for the purposes of the legitimate interests pursued by the Controller or by the Third Party, except where such interests are overridden by the interests or fundamental rights and freedoms of the Data Subject.

Whenever Processing of Personal Data is based on the Data Subject's Consent, the consent must meet the requirements set out in the Regulation, including articles 7 and 8.

6.2 Processing of Personal Data relating to criminal convictions and offences

Processing of Personal Data relating to criminal convictions and offences shall be prohibited unless the Processing of such Personal Data is authorised by EU/EEA or Member State law providing for appropriate safeguards for the rights and freedoms of the Data Subjects.

7. Legal basis for Processing of Special Categories of Personal Data

7.1 Description of the legal basis for Processing of Special Categories of Personal Data

Processing of Special Categories of Personal Data are prohibited under these BCRs unless:

- the Data Subject has given explicit Consent to the Processing of the Special Categories of Personal Data for one or more specified purposes, except where Union or Member State law prohibit this; or
- the Processing is necessary for the purposes of carrying out the obligations and specific rights of the Controller or of the Data Subject in the field of employment and social security and protection law in so far it is authorised by Union or Member State law or a collective agreement pursuant to Member State law providing for appropriate safeguards for the fundamental rights and the interests of the Data Subject; or
- the Processing is necessary to protect the vital interests of the Data Subject or of another person where the Data Subject is physically or legally incapable of giving his or her Consent; or
- the Processing is carried out in the course of its legitimate activities with appropriate safeguards by a foundation, association or any other not-for-profit body with a political, philosophical, religious or trade union aim and on condition that the processing relates solely to the members or to former members of the body or to persons who have regular contact with it in connection with its purposes and that the personal data are not disclosed outside that body without the consent of the data subjects; or
- the Processing relates to Special Categories of Personal Data which is manifestly made public by the Data Subject; or
- the Processing of Special Categories of Personal Data is necessary for the establishment, exercise or defence of legal claims; or
- the Processing is necessary for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes in accordance with the Regulation based on 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.

8. Accountability

Each ROCKWOOL Group Controller shall be responsible for and able to demonstrate compliance with the BCRs in accordance with this section 8.

8.1 Record of processing activities

8.1.1 As a part of the accountability each ROCKWOOL Group Controller will maintain a record of all categories of processing activities involving Personal Data.

The record shall contain the following information:

- the name and contact details of the Controller and, where applicable, the joint Controller, the Controller's representative and the GDPC;
- 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 including recipients in third countries or international organisations;
- where applicable, transfers of Personal Data to a third country or an international organization, including the identification of that third country or international organization, and the documentation for suitable safeguards;
- where possible the envisaged time limits for erasure of the different categories of Personal Data;
- where possible, a general description of the technical and organizational security measures.

8.1.2 Each ROCKWOOL Group Processor will maintain a record of all categories of processing activities involving Personal Data. The record shall contain the following information:

- the name and contact details of the Processor or Processors and of each ROCKWOOL Group Controller on behalf of which the Processor is acting, and, where applicable, of the Controller's or the Processor's representative and the GDPC;
- the categories of Processing carried out on behalf of each Controller;
- where applicable, transfers of Personal Data to a third country or an international organization and, in the case of transfers based on suitable safeguards as set out in the second subparagraph of Article 49 (1) of the Regulation, the documentation of suitable safeguards;
- where possible, a general description of the technical and organisational security measures.

8.1.2. The record of processing activities will be kept in electronic form and will be made available to the SA(s) upon request.

8.2 Data Protection Impact Assessments (DPIA)

If the Processing operations involving Personal Data are likely to result in a high risk to the rights and freedoms of natural persons, the ROCKWOOL Group Controller shall, prior to the Processing, carry out an assessment of the impact of the envisaged processing operations on the protection of Personal Data (Data Protection Impact Assessment). The Data Protection Impact Assessment shall in particular be required in case of:

- A systematic and extensive evaluation of personal aspects relating to natural persons which is based on automated processing, including profiling, and on which decisions are based that produce legal effects concerning the natural person or similarly significantly affect the natural person;

- Processing on a large scale of Special Categories of Personal Data, or of Personal Data relating to criminal convictions and offences; or

- A systematic monitoring of a publicly accessible area on a large scale.

- Other processing operations which are covered by the lists established by the SAs pursuant to Article 35(4) of the Regulation.

The Data Protection Impact Assessment will at least contain the following:

- A systematic description of the envisaged processing operations and the purposes of the processing, including, where applicable, the legitimate interest pursued by the Controller;

- An assessment of the necessity and proportionality of the processing operations in relation to the purposes;

- An assessment of the risks to the rights and freedoms of Data Subjects; and

- The measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data and to demonstrate compliance with the Regulation and these BCRs taking into account the rights and legitimate interests of Data Subjects and other persons concerned.

If the Data Protection Impact Assessment indicates that the Processing would result in a high risk in the absence of measures taken by the ROCKWOOL Group Controller to mitigate the risk, the Competent SA shall be consulted prior to the Processing.

8.3 Data protection by design and by default

Taking into account the state of the art, the cost of implementation and the nature, scope, context and purposes of Processing as well as the risks of varying likelihood and severity for rights and freedoms of the Data Subjects posed by the Processing, the Members of the ROCKWOOL Group undertake to, both at the time of determination of the means for Processing and at the time of the Processing itself, implement appropriate technical and organisational measures, such as pseudonymization, which are designed to implement data-protection principles, such as data minimisation, in an effective manner and to integrate the necessary safeguards into the Processing in order to meet the requirements of these BCRs and protect the rights of the Data Subjects.

The Members of the ROCKWOOL Group shall implement appropriate technical and organisational measures for ensuring that, by default, only Personal Data which are necessary for each specific purpose of the Processing are processed. This applies to the amount of Personal Data collected, the extent of their Processing, the period of their storage and their accessibility. In particular, such measures shall ensure that by default Personal Data are not made accessible without the individual's intervention to an indefinite number of natural persons.

9. Transparency and rights of information

9.1 Commitment of these BCRs' availability to Data Subjects

In order to ensure transparency, the ROCKWOOL Group will take all suitable steps to make the BCRs, including relevant appendices, readily available to the Data Subjects, including the Data Subjects' third party beneficiary rights as set out in section 20, and on the means to exercise those rights.

Steps for making these BCRs available to employees of the ROCKWOOL Group will include uploading of these BCRs to the ROCKWOOL Group's corporate intranet site. The availability on the intranet site may be accompanied by any steps, any Member of the ROCKWOOL Group considers relevant to ensure that all employees of said Member receive the necessary information. Such steps may vary depending of the organization of the specific Member of the ROCKWOOL Group.

Suitable steps for the availability of these BCRs to applicants who are not offered a job in a ROCKWOOL entity, customers and suppliers, and other persons associated with the ROCKWOOL Group will be information to said applicants, customers and business relations on where to find these BCRs.

These BCRs are made publicly available, e.g. via the Privacy Statement on the internet, e.g. www.rockwool.com. Such publicly available version of these BCRs may vary from these official BCRs in its form due to the confidential nature of certain parts of the BCRs. However, the public version of the BCRs shall always include, in full and in clear and plain language, information as to the rights of the Data Subject, the Data Subject's third party beneficiary rights with regard to the processing of their Personal Data and on the means to exercise those rights, the liability clause in section 21 of these BCRs and the clauses in sections 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 14, 18, 19, 20 and 22 of these BCRs. Please refer to section 20.2 below for further information on access to the BCRs. The BCRs contain an internal complaint system to ensure fairness to the Data Subjects, cf. section 19 below.

9.2 Description of information given to Data Subjects regarding Processing

The ROCKWOOL Group will ensure that the Data Subjects are informed of the Processing of their Personal Data, and that such Data Subjects will receive the following information, at the time when personal data are obtained, according to Article 13 of the Regulation, including:

- The identity and the contact details of the Controller(s) and of its representative, if any;
- The contact details of the LDPC and/or GDPC; if any
- The purposes of the Processing for which the Personal Data is intended as well as the legal basis for the Processing;
- The legitimate interests according to the fifth bullet point of section 6.1 in these BCRs pursued by the Controller or a third party, if relevant;
- The Recipients or categories of Recipients of the Personal Data, if any;
- Where applicable, the fact that the Controller intends to transfer Personal Data to a third country or international organisation and the existence or absence of an adequacy decision by the Commission or 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; if relevant;

- The period for which the Personal Data will be stored, or if that is not possible, the criteria used to determine that period;

- The existence of the right to request from the Controller access to and rectification and completion 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 and the means to exercise those rights;

- When the Processing of Personal Data or Special Categories of Personal Data is based on the Data Subject's Consent; the existence of the right to withdraw consent any time, without affecting the lawfulness if Processing is based on consent before its withdrawal;

- The right to lodge a complaint with a SA;

- Whether the provision of Personal Data is a statutory or contractual requirement, or a requirement necessary to enter into a contract, as well as whether the Data Subject is obliged to provide the Personal Data and of the possible consequences of failure to provide such Personal Data;

- The existence of automated decision-making, including profiling and meaningful information about the logic involved, as well as the significance and the envisaged consequences of such Processing for the Data Subject; if relevant;

- Where the ROCKWOOL Group intends to further process the personal data for a purpose other than that for which the personal data were collected, the ROCKWOOL Group provides the data subject prior to that further processing with information on that other purpose and with the information mentioned above.

If the Personal Data has not been obtained from the Data Subject, the Data Subject will be provided with the following additional information:

- The categories of Personal Data concerned;

- From which source the Personal Data originates, and if applicable, whether it came from publicly accessible sources.

The information shall be provided 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, or if the Personal Data are to be used for communication with the Data Subject, at the latest at the time of the first communication to that data subject, or if a disclosure to another recipient is envisaged, at the latest when the personal data are first disclosed.

The obligation to inform the Data Subject does not apply if the Data Subject already has the information specified above.

In cases where the Personal Data has not been obtained from the Data Subject, the obligation to inform the Data Subject does not apply if the provision of such information proves impossible or would involve a disproportionate effort or if recording or disclosure is expressly laid down by Union or Member State law.

In addition to the above, the Data Subject will also receive information on its third party beneficiary rights with regard to the Processing of the Data Subjects' Personal Data and on the means to

exercise such rights, cf. section 20, as well as information regarding liability, cf. section 21 and data protection principles, cf. section 5.

Please also refer to the provisions under section 10 below.

10. Rights of the Data Subject

10.1 Right of access

On request from the Data Subject, any Data Subject is entitled to information regarding whether or not the ROCKWOOL Group processes Personal Data regarding the Data Subject in question.

Any communication with Data Subjects will be provided in a concise, transparent, intelligible and easily accessible form.

If ROCKWOOL processes such Personal Data, the Data Subject in question will receive information hereof by Electronic Mail if the Data Subject has submitted a ROCKWOOL Group Electronic Mail address (work Electronic Mail address) or another external Electronic Mail address, or otherwise by ordinary mail. Such mail/E-mail will contain information in relation to:

- The purposes of the Processing;
- The categories of Personal Data concerned;
- The Recipients or categories of Recipients to whom the Personal Data has been or will be disclosed, in particular Recipients in third countries or international organisations;
- Where possible, the period for which the Personal Data will be stored, or if that is not possible, the criteria used to determine that period;
- The existence of the right to request from the Controller rectification and completion 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;
- The right to lodge a complaint with a SA;
- Any available information on the source of such Personal Data;
- where Personal Data is not collected from the Data Subject, any available information as to their source;
- the existence of automated decision-making, including profiling and meaningful information about the logic involved, as well as the significance and the envisaged consequences of such Processing for the Data Subject; if relevant.

Where Personal Data are transferred to a third country or to an international organisation, the Data Subject shall have the right to be informed of the appropriate safeguards pursuant to Article 46 of the Regulation relating to the transfer.

The Data Subject will be provided with one copy of the Personal Data undergoing Processing.

Any communication with Data Subjects will be provided in a concise, transparent, intelligible and easily accessible form. If the Data Subject makes the request by electronic means, and unless otherwise requested by the Data Subject, the information will be provided in a commonly used electronic form.

If a Data Subject has received the access and information mentioned above, further requests from the same Data Subject, which are manifestly unfounded or excessive, in particular because of their repetitive character, may be honoured by charging a reasonable fee taking into account the administrative costs of providing the information or communication or taking the action requested, or refused. Such decisions will be taken on a managerial level as the Controller bears the burden of demonstrating the manifestly unfounded or excessive character of the request.

10.2 Right of rectification and completion

On request from the Data Subject, the ROCKWOOL Group will without undue delay rectify, (including by means of the Data Subject's provision of a supplementary statement) Personal Data regarding the requesting Data Subject which is inaccurate. Taking into account the purposes of the Processing, the ROCKWOOL Group will, on request from the Data Subject, complete incomplete Personal Data, including by means of the Data Subject's supplementary statement.
If a request for rectification or completion is granted, the ROCKWOOL Group will inform any party who has received the now rectified or completed Personal Data from the ROCKWOOL Group of such rectification or completion, unless this proves impossible or involves a disproportionate effort. On request from the Data Subject, the ROCKWOOL Group will inform the Data Subject about such recipients.

10.3 Right of erasure

On request from the Data Subject, the ROCKWOOL Group will without undue delay erase Personal Data regarding the requesting Data Subject where one of the following grounds applies:

- The Personal Data are no longer necessary in relation to the purposes for which they were collected or otherwise processed;
- The Data Subject withdraws Consent on which the Processing is based according to section 6 or 7 above, and where no other legal ground for the Processing is available without changing the legal basis for the Processing in question;
- The Data Subject objects to the Processing pursuant to section 10.6 below;
- The Personal Data have been unlawfully processed;
- The Personal Data have to be erased for compliance with a legal obligation in EU/EEA or Member State law to which the Controller is subject;
- The Personal Data have been collected in relation to the offer of information society services as referred to in Article 8(1) of the Regulation.

If Personal Data are made public by the ROCKWOOL Group, the ROCKWOOL Group, taking account of available technology and the cost of implementation, takes reasonable steps, including technical measures, to inform Controllers which are Processing the Personal Data that the Data Subject has requested the erasure by such Controllers of any links to, or copy or replication of, those Personal Data.

However, the right to erasure does not apply to the extent that Processing is necessary for inter alia:

- Exercising the right of freedom of expression and information;
- Compliance with a legal obligation which requires Processing by Union or Member State law to which the ROCKWOOL Group Controller is subject;

- The establishment, exercise or defence of legal claims

If a request for erasure is granted, the ROCKWOOL Group will inform any party who has received the now erased Personal Data from the ROCKWOOL Group of such erasure, unless this proves impossible or involves a disproportionate effort. On request from the Data Subject, the ROCKWOOL Group will inform the Data Subject about such recipients.

10.4 Right to restriction of processing

On request from the Data Subject, the ROCKWOOL Group will without undue delay restrict the processing of Personal Data regarding the requesting Data Subject where one of the following applies:

- the accuracy of the personal data is contested by the data subject, for a period enabling the Controller to verify the accuracy of the personal data;

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

- the Controller no longer needs the personal data for the purposes of the processing, but they are required by the data subject for the establishment, exercise or defence of legal claims;

- the data subject has objected to processing pursuant to section 10.6 of these BCRs pending the verification whether the legitimate grounds of the Controller override those of the data subject.

Restricted Personal Data will, with the exception of storage, only be processed with the Data Subject's Consent or for the establishment, exercise or defence of legal claims or for the protection of the rights of another natural or legal person. Data Subjects will be informed by the ROCKWOOL Group before the restriction of Processing is lifted.

If a request for restriction is granted, the ROCKWOOL Group will inform any party who has received the now restricted Personal Data from the ROCKWOOL Group of such restriction, unless this proves impossible or involves a disproportionate effort. On request from the Data Subject, the ROCKWOOL Group will inform the Data Subject about such recipients.

10.5 Right of data portability

On request from the Data Subject, and not adversely affecting the rights and freedoms of others, the Members of the ROCKWOOL Group will provide the Data Subject with the Personal Data which the Data Subject has provided to the Member of the ROCKWOOL Group in a structured, commonly used and machine-readable format and will transmit those data to another Controller provided that the Processing of Personal Data is based on the Data Subject's Consent or on a contract and the Processing is carried out by automated means.

Where technically feasible, this includes the right to have the Personal Data transmitted directly from one Member of the ROCKWOOL Group to another Controller.

10.6 Right to object

The Data Subject has the right to object, on grounds relating to his or her particular situation, at any time to the Processing of Personal Data concerning him or her which is based on legitimate interests according to the fifth bullet point in section 6.1 of these BCRs, including profiling based on those provisions. The Controller shall no longer process the Personal Data unless the Controller

demonstrates compelling legitimate grounds for the Processing which override the interests, rights and freedoms of the Data Subject or for the establishment, exercise or defense of legal claims.

Where Personal Data are processed for direct marketing purposes, the Data Subject shall have the right to object at any time to processing of Personal Data concerning him or her for such marketing, which includes profiling to the extent that it is related to such direct marketing. Where the Data Subject objects to processing for direct marketing purposes, the Personal Data shall no longer be processed for such purposes.

The objection will be considered in accordance with the ROCKWOOL Group's internal complaint mechanism, cf. section 19.

10.7 Right to withdraw consent

Where the Processing of Personal Data is based on the Data Subject's consent, the Data Subject has a right to withdraw the consent at any time. The withdrawal of consent does not affect the lawfulness of Processing based on consent before its withdrawal. It shall be as easy to withdraw the consent as to give it.

If the Data Subject withdraws his/her consent, the Controller deletes the Personal Data which is Processed on the basis of the Data Subject's consent.

10.8 Information in relation to requests

Any request in relation to the Data Subject's rights as described in this section 10, is to be forwarded to (written communication as Electronic Mail or ordinary mail recommended):

ROCKWOOL A/S
Hovedgaden 584
DK-2640 Hedehusene
Att. Group Legal Affairs

dataprotection@rockwool.com

or at the LDPC in the Member of the ROCKWOOL Group in which the Data Subject is an employee or has relations to.

The request should clearly identify the Data Subject and should preferably state a mailing address, a ROCKWOOL Group work Electronic Mail address or another external Electronic Mail address, or a telephone number through which it is possible for the ROCKWOOL Group to contact the Data Subject.

If the request relates to rectification and completion, erasure or restriction, the request should as accurately as possible state which Personal Data it concerns and in which manner such Personal Data in the opinion of the Data Subject is incorrect, misleading or processed against these BCRs, when applicable.

Any request under these BCRs from a Data Subject will be processed and replied to without undue delay and in any event within 1 month from receipt of the request. If it is not possible to make a decision within one month taking into account the complexity and number of requests, the Data Subject should be informed of the grounds for this and of the time (not exceeding 3 months from receipt) at which the decision can be expected to be provided.

11. Automated individual decisions

11.1 Automated decisions

The ROCKWOOL Group may use automated decision making based on the Personal Data of the Data Subject.

Data Subjects holds the right not to be subject to a decision based solely on automated processing, including profiling, which produces legal effects concerning him or her or similarly significantly affects him or her, unless the decision is:

- necessary for entering into, or performance of a contract between the Data Subject and a Controller;
- authorised by Union or Member State law to which a Member of the ROCKWOOL Group is subject, and which also lays down suitable measures to safeguard the Data Subject's rights and freedoms and legitimate interests; or
- based on the Data Subject's explicit Consent

In case Members of the ROCKWOOL Group use automated decision making in order to entering into, or performance of a contract between the Data Subject and a Controller or the decision is based on the Data Subject's explicit Consent as described above, the ROCKWOOL Group Controller will 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, are implemented.

Special Categories of Personal Data will in no event be subject to automated decision making unless the Data Subject has provided his/her explicit Consent or the processing is necessary for reasons of substantial public interest, on the basis of applicable law (which cannot go beyond the processing authorised by EU/EEA or Member State law) and suitable measures to safeguard the data subjects' rights, freedoms and legitimate interests are in place.

11.2 Information on logic involved in an automated decision

Any relevant Data Subject may request information on the logic involved in an automated decision based on the Personal Data of the Data Subject with the GDPC, cf. section 10.8.

12. Security and confidentiality

12.1 General

Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, the ROCKWOOL Group has implemented appropriate technical and organisational measures to ensure a level of security appropriate to the risks represented by the Processing. Following the evaluation of the risk the ROCKWOOL Group has taken measures to protect Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the Processing involves the transmission of Personal Data over a network, and against all other unlawful forms of Processing.

In addition, the ROCKWOOL Group has implemented adequate procedures to ensure that the principles regarding data protection by design and data protection by default are adhered to.

12.2 Physical security

The ROCKWOOL Group has implemented physical and environmental protection of IT rooms, computer hardware and computer media used for Personal Data to ensure the continuity of Processing or to avoid the loss of, or deterioration of Personal Data due to fire, water damage or other natural disasters. Furthermore, the ROCKWOOL Group protects its networks against cyber-attacks by the use of firewalls, anti-malware software and the like.

12.3 Logical and organizational security

Through the use of security devices and the administration of access rights, the ROCKWOOL Group provides logical protection of Processing of Personal Data and thereby preventing unauthorised persons from accessing such Personal Data, and securing the integrity, availability and confidentiality of the Personal Data. This includes a separation of functions between different types of employees and organization levels.

Personal Data transmitted outside the secure internal networks of the ROCKWOOL Group is always protected through the use of security measures, such as VPN tunnels or the like and only in accordance with the instructions of the ROCKWOOL Group Controller.

The ROCKWOOL Group ensures that changes to the IT systems are managed in order to ensure continuity, integrity, confidentiality and security of the Processing of Personal Data.

12.4 Special security measures in relation to Special Categories of Personal Data

The ROCKWOOL Group has implemented enhanced security measures in relation to Processing of Special Categories of Personal Data, e.g. more frequent review of the logging of access to and processing of Special Categories of Personal Data.

12.5 Audits

The ROCKWOOL Group Audit conducts annual security audits as well as ad hoc audits in relation to the IT systems of the ROCKWOOL Group, cf. Appendix 4.

12.6 Personal Data Breach

Any Member of the ROCKWOOL Group will notify, without undue delay, ROCKWOOL A/S and the GDPC of Personal Data Breaches.

Where a ROCKWOOL Group Processor Processes Personal Data on behalf of a ROCKWOOL Group Controller, the Processor undertakes to notify the Controller of the Personal Data Breach without undue delay after becoming aware of the Personal Data Breach.

The ROCKWOOL Group will without undue delay and where feasible within 72 hours after having become aware of it, notify the Competent SA(s) of any Personal Data Breach unless the Personal Data Breach is unlikely to result in a risk to the rights and freedoms of natural persons.

The notification to the SA(s) shall at least contain the following:

- a description of the nature of the Personal Data Breach including where possible, the categories and approximate number of Data Subjects concerned and the categories and approximate number of Personal Data records concerned;

- information of the name and contact details of the GDPC or other contact point where more information can be obtained;

- a description of the likely consequences of the Personal Data Breach;

- a description of the measures taken or proposed to be taken by the Controller to address the Personal Data Breach, including, where appropriate, measures to mitigate its possible adverse effects.

If the Personal Data Breach is likely to result in a high risk to the rights and freedoms of the Data Subjects or if requested by the SA(s), the ROCKWOOL Group will also communicate the Personal Data Breach to the Data Subjects without undue delay unless any of the following conditions are met:

- the Controller has implemented appropriate technical and organisational protection measures, and those measures were applied to the Personal Data affected by the Personal Data Breach, in particular those that render the Personal Data unintelligible to any person who is not authorised to access it, such as encryption;

- the Controller has taken subsequent measures which ensure that the high risk to the rights and freedoms of Data Subjects is no longer likely to materialise;

- it would involve disproportionate effort. In such a case, there shall instead be a public communication or similar measure whereby the Data Subjects are informed in an equally effective manner.

The communication to the Data Subjects will in clear and plain language describe the nature of the Personal Data Breach and contain at least the following information:

- the name and contact details of the GDPC or other contact point where more information can be obtained;

- a description of the likely consequences of the Personal Data Breach;

- a description of the measures taken or proposed to be taken by the Controller to address the Personal Data Breach, including, where appropriate, measures to mitigate its possible adverse effects.

Further, the ROCKWOOL Group will document all Personal Data Breaches, 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 SA(s) on request.

13. Relationships with ROCKWOOL Group Processors

Confidential – intentionally omitted.

14. Restrictions on transfers and Onward Transfers to external Processors and Controllers (not Members of the ROCKWOOL Group)

14.1 Controllers, Processors and sub-processors established in Countries not ensuring an adequate level of protection

In relation to Transfers to Controllers, Processors and/or sub-processors, which are not Members of the ROCKWOOL Group, outside the EU/EEA and established in Countries not ensuring an adequate level of protection, the Member of the ROCKWOOL Group undertakes to enter into an agreement with the Controller, Processor or sub-processor ensuring respect of the European rules on cross border data flows, e.g. the EU Standard Contractual Clauses approved by the EU Commission 2021/914/EU, and, where the appropriate safeguards contained in the agreement cannot be

effectively complied with due to the law and/or the practices in the recipient's country – in particular due to possible access to the Personal Data by public authorities of the recipient's country - adopt supplementary measures that are necessary to bring the level of protection of the data transferred up to the EU standard of essential equivalence.

The Member of the ROCKWOOL Group undertakes to suspend the transfer immediately if no sufficient supplementary measures can be put in place, and, if the transfer does already take place, demand that the recipient returns all Personal Data Processed on behalf of the Member of the ROCKWOOL Group and deletes existing copies.

Additionally, the Member of the ROCKWOOL Group undertakes to document the outcome of any evaluations carried out as described in this section 14.1 and any proposed supplementary measures and make such documentation available to the Competent SAs on request.

In the absence of an adequacy decision or appropriate safeguards, and only in exceptional cases, Transfers to Controllers, Processors or sub-processors which are not Members of the ROCKWOOL Group, and which are established in Third Countries not ensuring an adequate level of protection may take place if:

- The Data Subject has explicitly consented to the proposed Transfer, after having been informed of the possible risks of such Transfers for the Data Subject due to the absence of an adequacy decision and appropriate safeguards;
- The Transfer is necessary for the performance of a contract between the Data Subject and the Controller or the implementation of pre-contractual measures taken at the Data Subject's request;
- The Transfer is necessary for the establishment, exercise or defence of legal claims;
- The Transfer is necessary in order to protect the vital interests of the Data Subject or of other persons, where the Data Subject is physically or legally incapable of giving consent; or
- The Transfer is made from a register which according to EU/EEA or Member State law is intended to provide information to the public and which is open to consultation either by the public in general or by any person who can demonstrate a legitimate interest, but only to the extent that the conditions laid down by EU/EEA or Member State law for consultation are fulfilled in the particular case.
- If none of the derogations above apply, a Transfer may take place only if the Transfer is not repetitive, concerns only a limited number of Data Subjects, is necessary for the purposes of compelling legitimate interests pursued by the Controller which are not overridden by the interests or rights and freedoms of the Data Subject, and the Controller has assessed all the circumstances surrounding the Transfer and has on the basis of that assessment provided suitable safeguards with regard to the protection of Personal Data. In such case, the Member of the ROCKWOOL Group shall inform the Competent SAs of the Transfer. In addition, the affected Data Subjects shall be informed of the Transfer and the compelling legitimate interests pursued.

With respect to Processors and sub-processors, the ROCKWOOL Group further undertakes to instruct the Processor by written contractual means in accordance with the Regulation and applicable EU/EEA legislation, if required.

14.2 Processors/sub-processors inside EEA or in Countries ensuring an adequate level of protection

In relation to transfers to Processors within the EU/EEA or in Countries ensuring an adequate level of protection, including Processors governed by a certification framework approved by the EU Commission, which are not Members of the ROCKWOOL Group, the ROCKWOOL Group Controller undertakes to instruct the Processor by written contractual means in accordance with the Regulation and applicable EU/EEA legislation. The Processor must provide sufficient guarantees in respect of the technical security measures and organizational measures governing the Processing to be carried out and must ensure compliance with those measures. If the Processor is established within the EU/EEA, the contractual means in place shall inter alia specify that the technical and organizational security requirements which are applicable in the EU/EEA country in which the Processor is established shall apply.

The agreement between the Controller and the Processor must comprises all requirements set out in section 13.2-13.3 of these BCRs and inter alia specify that the Processor will implement appropriate technical and organisational measures and procedures, that the Processor will hand over all results/Personal Data to the Controller after the end of the Processing and not process the Personal Data otherwise and that the Processor will make available to the Controller and the SA all information necessary to control compliance with the obligations of the Processor.

14.3 General on transfers to Processors and sub-processors

Before transferring Personal Data to a Processor established in Countries either ensuring or not ensuring an adequate level of protection (for special restrictions regarding the latter, see paragraph 14.1), the ROCKWOOL Group Controller shall require that the Processor is obliged to fulfil the Processor's obligations as described in section 13.2.1-13.4 of these BCRs by entering into an agreement with the Processor which comprises all the obligations set out in section 13.2-13.3 of these BCRs.

Before transferring Personal Data to another Processor (sub-processor) established in Countries either ensuring or not ensuring an adequate level of protection (for special restrictions regarding the latter, see paragraph 14.1), the Processor must obtain the prior permission from the Controller. Further, the ROCKWOOL Group Controller must ensure that the Processor has executed a data processor agreement in which the sub-processor undertakes vis-à-vis the Processor to be bound by identical terms with respect to inter alia the security requirements under the agreement between the ROCKWOOL Group Controller and the Processor. The data processor agreement must comprise all requirements set out in section 13.2-13.3 of these BCRs.

15. Training programmes

Confidential – intentionally omitted.

16. Audit programme

Confidential – intentionally omitted.

17. Compliance and supervision of compliance

Confidential – intentionally omitted.

18. Actions in case of national legislation preventing respect of the BCRs and in case of government access requests

18.1 Obligations prior to transfers of Personal Data

Any Member of the ROCKWOOL Group transferring Personal Data out of the EU/EEA undertakes to only use these BCRs as a tool for Transfers where they have assessed that the law and practices in the Third Country of destination applicable to the Processing of the Personal Data by the Member of the ROCKWOOL Group acting as a recipient, including any requirements to disclose Personal Data or measures authorising access by public authorities, do not prevent it from fulfilling its obligations under these BCRs. This is based on the understanding that such laws and practices are not in contradiction with these BCRs provided that they respect the essence of the fundamental rights and freedoms, and do not exceed what is necessary and proportionate in a democratic society to safeguard:

- National security, defence or public security;
- The prevention, investigation, detection or prosecution of criminal offences or the execution of criminal penalties, including the safeguarding against and the prevention of threats to public security;
- Other important objectives of general public interest of the EU/EEA or a Member State, in particular an important economical or financial interest of the EU/EEA or a Member State, including monetary, budgetary and taxation matters, public health and social security;
- The prevention, investigation, detection and prosecution of breaches of ethics for regulated professions;
- A monitoring, inspection or regulatory function connected, even occasionally, to the exercise of official authority in the cases referred to in the bullets above;
- The protection of judicial independence and judicial proceedings;
- The protection of the Data Subject or the rights and freedoms of others; or
- The enforcement of civil law claims.

Any Member of the ROCKWOOL Group will, in assessing the laws and practices of the Third Country which may affect the respect of the commitments contained in these BCRs, with help from the recipient, take due account, in particular of the following elements:

i. The specific circumstances of the Transfers or set of Transfers, and of any envisaged onward Transfers within the same Third Country or to another country, including:
   - The purposes for which the Personal Data are Transferred and Processed;
   - The types of entities involved in the Processing, i.e. the Data Importer and any further recipients of any onward Transfers;
   - The economic sector in which the Transfer or set of Transfers occur;
   - The categories and format of the Personal Data Transferred;
   - The location of the Processing, including where the Personal Data is stored; and
   - The transmission channels used for the Transfer.

ii. The laws and practices of the Third Country of destination relevant in light of the circumstances of the Transfer, including those requiring to disclose Personal Data to public authorities or authorising access by such authorities and those providing for access to these data during the transit between the country of the Data Exporter and the country of the Data Importer, as well as the applicable limitations and safeguards.

iii. Any relevant contractual, technical or organisational safeguards put in place to supplement the safeguards under these BCRs, including measures applied during the transmission and to the Processing of the Personal Data in the Third Country of destination. In addition, the Member of the ROCKWOOL Group will determine any required supplementary measures to be taken in accordance with section 18.3 below.

The Data Exporter shall, where appropriate in cooperation with the Data Importer, monitor, on an ongoing basis, developments in the Third Countries to which the Data Exporter has Transferred Personal Data that could affect the initial assessment of the level of protection and the decisions taken accordingly on such Transfers.

18.2 Obligations where a transfer of Personal Data already takes place

Where a Member of the ROCKWOOL Group already transfers Personal Data out of the EU/EEA and National Legislation is amended or otherwise updated, the Member of the ROCKWOOL Group will, before the amended or updated National Legislation enters into force, and with help from the recipient, evaluate if the amended or otherwise updated National Legislation will prevent the Member of the ROCKWOOL Group from fulfilling its obligations under these BCRs. In addition, the Member of the ROCKWOOL Group will determine required supplementary measures to be taken in accordance with section 18.3 below.

The LDPC of the Member of the ROCKWOOL Group which transfers Personal Data will, with guidance from the GDPC, review and approve the evaluation and any proposed supplementary measures related to transfers of Personal Data carried out by the Member of the ROCKWOOL Group in question.

18.3 Supplementary measures

Where the evaluation of National Legislation in accordance with section 18.1 and 18.2 of these BCRs requires supplementary measures, the ROCKWOOL Group will implement the required supplementary measures.

The LDPC of the Member of the ROCKWOOL Group which transfers Personal Data will, with guidance from the GDPC and in cooperation with ROCKWOOL A/S, review and approve any proposed supplementary measures related to transfers of Personal Data carried out by the Member of the ROCKWOOL Group in question. In addition, the GDPC will inform ROCKWOOL A/S of the supplementary measures.

If no sufficient supplementary measures can be put in place, the Member of the ROCKWOOL Group must suspend the transfer immediately and, if the transfer does already take place, the recipient must return the transferred Personal Data and delete any existing copies.

18.4 National Legislation which requires a higher level of protection

Where National Legislation requires a higher level of protection of Personal Data than what is established under these BCRs, National Legislation shall prevail, and the Member of the ROCKWOOL Group shall Process Personal Data in accordance with the National Legislation.

18.5 Documentation

The outcome of any evaluations carried out in accordance with section 18.1-18.3 of these BCRs and any proposed supplementary measures will be documented and made available to the Competent SAs on request.

The ROCKWOOL Group's GDPC will, on behalf of ROCKWOOL A/S, inform all other Members of the ROCKWOOL Group of the assessment carried out and of the results of that assessment, thereby ensuring that any identified supplementary measures will be applied in case the same type of Transfer is carried out by other Members of the ROCKWOOL Group or, where effective supplementary measures could not be put in place, the Transfers at stake are suspended or ended.

Any Data Exporter shall monitor, where appropriate in collaboration with the Data Importers, the developments in the Third Countries to which the Data Exporter has Transferred Personal Data that could affect the initial assessment of the level of protection and the decisions taken accordingly on such Transfers.

18.6 Conflicts between national law and the BCRs

If a Data Importer has reasons to believe that the legislation applicable to said Member prevents the Member from fulfilling its obligations under these BCRs or has substantial effect on the guarantees provided by these BCRs, including following a change in the laws in the Third Country or a measure, e.g. a disclosure request from a public authority, said Member of the ROCKWOOL Group is obliged to inform the Data Exporter, the GDPC and ROCKWOOL A/S promptly, unless prohibited to do so by a law enforcement authority such as prohibition under criminal law to preserve confidentiality of a law enforcement investigation.

Upon verification of such notification, the Data Exporter shall, along with ROCKWOOL A/S without undue delay identify supplementary measures to be implemented by the Data Exporter and/or the Data Importer, in order to fulfil their obligations under these BCRs. This does also apply if the Data Exporter has reasons to believe that the Data Importer can no longer fulfil its obligations under these BCRs.

Where the Data Exporter, along with the GDPC and ROCKWOOL A/S, assesses that these BCRs – even if accompanied by supplementary measures – cannot be complied with for a Transfer or set of Transfers, or if instructed by the Competent SAs, it shall suspend the Transfer or set of Transfers at stake, as well as all Transfers for which the same assessment and reasoning would lead to a similar result, until compliance is again ensured or the Transfer is ended.

18.7 Government access requests

Any Data Importer will promptly notify the Data Exporter and, where possible and, if necessary, with help from the Data Exporter, the Data Subject if it:

- Receives a legally binding request by a public authority under the laws of the Third Country of destination, or of another Third Country, for disclosure of Personal Data Transferred pursuant to these BCRs. Such notification shall include information about the Personal Data requested by the public authority, the identity and nature of the requesting authority, the legal basis for the request and the response provided.

- Becomes aware of any direct access by public authorities to Personal Data Transferred pursuant to these BCRs in accordance with the laws of the Third Country of destination. Such notification shall include all information available to the Data Importer.

If the Data Importer is prohibited from notifying the Data Exporter and/or the Data Subject of a request from or direct access by public authorities, the Data Importer shall use its best efforts to obtain a waiver of such prohibition, with a view to communicate as much information as possible and as soon as possible, and shall document its best efforts on order to be able to demonstrate them upon request of the Data Exporter.

Any Data Importer will provide the Data Exporter, at regular intervals, with as much relevant information as possible on the requests received, in particular the number of requests, type of Personal Data requested, the identity and nature of the requesting authority/authorities, whether the requests have been challenged and, if so, the outcome of such challenges. The Data Importer will

preserve this information for as long as the Personal Data are subject to these BCRs, and shall make them available to the Competent SAs upon request. If the Data Importer is or becomes partially or completely prohibited from providing the Data Exporter with this information, it will, without undue delay, inform the Data Exporter accordingly.

Any Data Importer will review the legality of any request for disclosure of Personal Data from public authorities. The review shall in particular take into account whether the request remains within the powers granted to the requesting public authority and whether the request is otherwise lawful.

The 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 destination, applicable obligations under international law, and principles of international comity. The Data Importer will, under the same conditions, pursue possibilities of appeal.

When challenging a request from a public authority, the Data Importer will seek interim measures with a view to suspending the effects of the request until the competent judicial authority has decided on its merits. The Data Importer will not disclose the Personal Data until required to do so under the applicable procedural rules.

The Data Importer will document its legal assessment and any challenge to the request for disclosure and, to the extent permissible under the laws of the Third Country of destination, make the documentation available to the Data Exporter. The Data Importer will also make the documentation available to the Competent SAs upon request.

In any event, the transfers of Personal Data by a Member of the ROCKWOOL Group to any public authority cannot be massive, disproportionate and indiscriminate in a manner that would go beyond what is necessary in a democratic society.

If, based on the steps described above, a Data Importer is legally required to disclose Personal Data to a requesting public authority, the Data Importer shall provide only the absolute minimum amount of information permissible when responding to the request, based on a reasonable interpretation of the request.

19. Internal complaint mechanisms (incl. objections)

19.1 Description of internal complaint and objection handling process

The ROCKWOOL Group has established complaint procedures aimed at solving any disputes, disagreements or objections in relation to the Processing of Personal Data, including in relation to these BCRs.

If a Data Subject has a complaint or an objection, such complaint or objection should be forwarded to the LDPC of the Member of the ROCKWOOL Group in question or to the GDPC at dataprotection@rockwool.com. Contact information regarding the relevant LDPC may be obtained by contacting dataprotection@rockwool.com or ROCKWOOL A/S, Hovedgaden 584, 2640 Hedehusene, Denmark.

If the complaint or the objection concerns the LDPC, or if the complaint is of such a nature that it involves more than one Member of the ROCKWOOL Group, the complaint or the objection should be forwarded by the LDPC to the GDPC. The complaint or objection must be dealt with without undue delay. Acknowledgement of the complaint or objection shall be forwarded to the Data Subject within 5 business days. The GDPC may be contacted at dataprotection@rockwool.com.

The ROCKWOOL Group encourages Data Subjects to use the points of contact indicated above but this is not mandatory, and any Member of the ROCKWOOL Group is under an obligation to handle the compliant in accordance with this section 19 regardless of how the Data Subject has filed the complaint.

The LDPC or GDPC will consider the complaint or the objection and forward a decision and information on any actions taken in relation to the complaint or the objection to the Data Subject without undue delay and in any event within one month. If the LDPC or GDPC is not able to make a decision within one month due to the complexity of the case and the number of requests, the LDPC or GDPC shall inform the Data Subject of the grounds for this and of the time (not exceeding 3 months from receipt) at which the decision can be expected to be provided, within one month of receipt of the request.

If the complaint is justified, the LDPC and the GDPC will prepare and implement relevant measures within the ROCKWOOL Group to ensure that any processing activity concerned by the content of the complaint is rectified.

If the decision of the LDPC is in disfavour of the Data Subject, and the Data Subject does not agree with the decision, the Data Subject will receive information on alternative complaint possibilities. The Data Subject can appeal the decision by contacting the GDPC.

Such appeal will be considered and decided on by a board of DPCs. The board of DPCs consists of the GDPC, the LDPC of the Member in which the Data Subject is an employee, a customer or other business relations or has been a job applicant and a LDPC from another Member of the ROCKWOOL Group, chosen in agreement by the GDPC and the LDPC.

The board of DPCs will consider the appealed complaint or objection and forward a decision in relation to the complaint or the objection to the Data Subject without undue delay and in any event within one month. If it is not possible due to the complexity of the case to revert to the Data Subject within one month, the Data Subject should be advised accordingly and provided a reasonable estimate (not exceeding 6 months) for the timescale in which a response will be provided.

The decision of the board of DPCs is the final internal processing of the complaint.

If the GDPC and LDPC or the board of DPCs consider the complaint justified and the Data Subject has suffered damage as a result of an unlawful Processing operation incompatible with the BCRs, the Data Subject is entitled to receive compensation from ROCKWOOL A/S for the damage suffered. If it is proven that the Member of the ROCKWOOL Group is not responsible for the act, ROCKWOOL A/S may discharge itself from any responsibility.

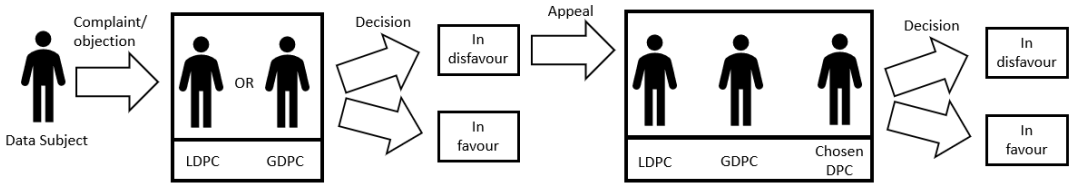
If the GDPC and LDPC or the board of DPCs consider the objection justified, the Processing instigated by the relevant Member of the ROCKWOOL Group may no longer involve these Personal Data.

The Data Subject may at any time before, during or after the complaint process raise a complaint with a SA, in particular in the Member State of his or her habitual residence, place of work or place of the alleged infringement if the Data Subject considers that the Processing of Personal Data relating to him or her infringes the Regulation and/or these BCRs.

In addition, the Data Subject may at any time before, during or after the complaint process bring a case before the courts of the Member State where the ROCKWOOL Group Controller or ROCKWOOL Group Processor in question has an establishment. Alternatively, such proceedings may be brought before the courts of the Member State where the Data Subject has his or her habitual residence.

In case of infringements by a Member of the ROCKWOOL Group established outside the EU/EEA giving rise to claims from Data Subjects, the provisions in section 21.1 of these BCRs apply.

19.2. Graphical illustration of the internal complaint or objection mechanism:



20. Third party beneficiary rights

20.1 Right to enforcement

These BCRs grant rights to and entitle Data Subjects to enforce parts of these BCRs as third party beneficiaries in relation to all Processing covered by these BCRs.

More specifically, the principles which are enforceable as third party beneficiary rights are:

- Purpose limitation, cf. section 4;
- Data quality and proportionality, cf. section 5;
- Criteria for making the Processing legitimate, cf. section 6 and 7;
- Transparency and easy access to these BCRs, including rights of information, cf. section 9;
- Rights of access, rectification and completion, erasure, restriction of Personal Data, data portability and objection to the Processing, cf. section 10;
- Rights in case automated individual decisions are taken, cf. section 11;
- Security and confidentiality, cf. section 12 and section 13;
- Restrictions on Onward Transfers outside Members of the ROCKWOOL Group, cf. section 14;
- Actions in relation to national legislation preventing respect of these BCRs and in case of government access requests, cf. section 0;
- Right to complain through the internal complaint mechanisms of the ROCKWOOL Group, cf. section 19;
- Right to judicial remedies, redress and compensation, cf. section 21.1;
- Third party beneficiary rights and the right to enforcement, cf. section 20.1;
- Easy access to the BCRs, cf. section 20.2;
- Cooperation duties with the SAs, cf. section 22;
- Jurisdiction and liability provisions, cf. section 19 and 21;
- Information to the Data Subjects about any update of these BCRs, including updates to the entity list, cf. section 23.

20.2 Access to the BCRs

Every Data Subject covered by these BCRs will have easy access to these BCRs.

The access method will depend on the role of the Data Subject. Data Subjects who are employees within a Member of the ROCKWOOL Group will have access to these BCRs through the ROCKWOOL Group's intranet or via paper, and Data Subjects who are not employees within the ROCKWOOL Group – Data Subjects with relation to the ROCKWOOL CRM system, applicants who are not offered a job in a ROCKWOOL entity, other persons associated with the ROCKWOOL Group and other Data Subjects – will be informed of these BCRs and where to find them electronically. Additionally, these BCRs are made publicly available on the internet, e.g. on www.rockwool.com. Please also refer to section 9.1 of these BCRs.

21. Liability

21.1 Responsibility

If a Data Subject wishes to enforce the above third party beneficiary rights, cf. section 20, the Data Subject can choose to lodge such claim against the Member of the ROCKWOOL Group at the origin of the transfer or against ROCKWOOL A/S.

ROCKWOOL A/S undertakes to take the necessary action to remedy any breaches of these BCRs.

ROCKWOOL A/S is liable for any breaches of the BCRs by Members of the ROCKWOOL Group established outside of the EU/EEA who have received Personal Data from an EU/EEA Member of the ROCKWOOL Group.

If a Member of the ROCKWOOL Group outside the EU/EEA violates the BCRs, the courts or other competent authorities in the EU/EEA will have jurisdiction and the Data Subject will have the rights and remedies against ROCKWOOL A/S as if the violation had taken place by ROCKWOOL A/S instead of the Member of the ROCKWOOL Group outside the EU/EEA.

Any Data Subject has a right to judicial remedies and to obtain redress. In addition, any Data Subject who has suffered damage (material and/or non-material) as a result of any breach of one of the third party beneficiary rights enumerated in section 21 above may be entitled to receive compensation from ROCKWOOL A/S. If ROCKWOOL A/S proves that the Member of the ROCKWOOL Group outside EU/EEA is not responsible for the act, ROCKWOOL A/S may discharge itself from any liability.

Individuals covered by the scope of the BCRs are able to lodge a complaint with and enforce compliance with the rules via the Competent SAs, in particular in the Member State of his or her habitual residence, place of work or place of the alleged infringement. All Members of the ROCKWOOL Group accept that Data Subjects may be represented by a non-for-profit body, organization or association which has been properly constituted in accordance with the law of a Member State, has statutory objectives which are in the public interest, and is active in the field of the protection of the Data Subjects' rights and freedoms with regard to the protection of their Personal Data.

Furthermore, individuals covered by the scope of the BCRs are entitled to raise a complaint and enforce compliance with the rules both via the Competent SAs and courts as described in the last two paragraphs of section 19.1 and in this section 21.1. However, proceedings regarding the right to compensation and liability as described in this section 21.1 must be brought before the courts of the Member State where the ROCKWOOL Group Controller or ROCKWOOL Group Processor in question has an establishment. Alternatively, such proceedings may be brought before the courts of the Member State where the Data Subject has his or her habitual residence.

21.2 Burden of proof

The burden of proof to demonstrate that a Member of the ROCKWOOL Group outside the EU/EEA is not liable for any violation of the BCRs which has resulted in the Data Subject claiming damages, lies with ROCKWOOL A/S, not the Data Subject.

If ROCKWOOL A/S can prove that the Member of the ROCKWOOL Group outside the EU/EEA is not responsible for the event giving rise to the damage, it may discharge itself from responsibility.

22. Mutual assistance and cooperation with SAs

22.1 The ROCKWOOL Group agrees to cooperate with the Competent SAs, including by acknowledging receipt of all requests the SAs may make regarding the ROCKWOOL Group's BCRs. Any information

about the Processing activities covered by these BCRs will be will be provided upon request and within the timeframe set by the Competent SA.

22.2 The ROCKWOOL Group agrees to have audits and inspections, including where necessary, on-site, carried out by the Competent SAs.

22.3 The ROCKWOOL Group undertakes to take into account the advice and abide by the decisions of the Competent SAs regarding any issues relating to the ROCKWOOL Group's BCRs.

22.4 The ROCKWOOL Group agrees that any dispute related to the Competent SAs' exercise of supervision of compliance with these BCRs shall be resolved by the courts of the Member State of the SA in question, in accordance with that Member State's procedural law. Each Member of the ROCKWOOL Group agrees to submit themselves to the jurisdiction of these courts.

23. Updates of the BCRs

Confidential – intentionally omitted.

24. Relationship between national law and the BCRs

24.1 In cases where national legislation requires a higher level of protection for Personal Data than granted by these BCRs, the national legislation will take precedence over these BCRs.

24.2 In any event, Personal Data shall be processed in accordance with applicable data protection law and these BCRs.

25. Termination

Confidential – intentionally omitted.

26. Compliance with these BCRs

Confidential – intentionally omitted.

27. Effective date

27.1 These BCRs take effect on the date of the Executive Management's decision upon the effective date and will be in effect for an unspecified duration until replaced by a newer version or terminated or suspended by decision of the Executive Management or the SA.

28. Appendixes

Appendix 1: Categories of Personal Data
Appendix 2: List of companies covered by the ROCKWOOL BCRs **(confidential)**
Appendix 3: Training
Appendix 4: ROCKWOOL Group Audit Protocol

Appendix 1

Categories of Personal Data

Categories of Personal Data.

1. Human resource data

The data may be categorized into the following categories within the broad term human resource data:

HR data			
Categories of personal data	**Type of processing and their purposes**	**Categories of data subjects**	**Third countries**
Personal information	Management of employer / employee relationship Management of company credit cards. Attendance, transfers and disciplinary records. Performance management, development and reviews, training and e-learning. Employer branding activities. Management of communication tools.	Employees Former employees	Canada, China, the Emirates (Dubai), Hong Kong, India, Japan, Malaysia, Philippines, Singapore, South Korea, Switzerland, Thailand, Turkey, Ukraine, United Kingdom, USA and Vietnam.
Work related information			
Recruitment information	Hiring process based on successful recruitment.		
Emergency Contact Details	Safety and health processes in connection with work related injuries.		
Financial information	Financial administration of compensation, benefits, pension, insurance, payroll and taxation.		
ID documents	The issue and receipt of power of attorneys for representation towards public authorities.		
Health data	To comply with legal obligations and ensure safe and healthy working conditions.		
Professional Affiliations	To comply with legal requirements imposed.		
IT usage	To document use of IT systems and the network		
Travel data	Management of employee travels.		
Other, e.g. first and last name, any information relating to the legal claim or integrity investigation.	Exercise or defence of legal claims, conduct disputes and integrity investigations		

2. Customer data

Customer data			
Categories of personal data	**Type of processing and their purposes**	**Categories of data subjects**	**Third countries**
Contact information	To carry out ordinary customer relationship i.e.: administration of payments, general communication, management of day-to-day operations in accordance with legitimate and fair business practice (incl. planning, execution, and management of the cooperation; statistics, analyses).	Employees of customers	Canada, China, the Emirates (Dubai), Hong Kong, India, Japan, Malaysia, Philippines, Singapore, South Korea, Switzerland, Thailand, Turkey, Ukraine, United Kingdom, USA and Vietnam.
	To provide general customer service and support (including follow-up surveys).		
	To gain customer insights and knowledge of how our products and services are used (e.g., by sending satisfaction surveys or market surveys).		
	To prevent fraud.		
	To establish, defend or assert legal claims.		
	To create business leads.	Employees of prospective customers	
	For statistical purposes.		
	To pursue business leads.		

3. Supplier data

Supplier data			
Categories of personal data	**Type of processing and their purposes**	**Categories of data subjects**	**Third countries**
Contact information	Management of ordinary supplier relationship, i.e. administration of payments, general communication, management of day-to-day operations in accordance with legitimate and fair business practice.	Employees of suppliers and prospective suppliers	Canada, China, the Emirates (Dubai), Hong Kong, India, Japan, Malaysia, Philippines, Singapore, South Korea, Switzerland, Thailand, Turkey, Ukraine, United Kingdom, USA and Vietnam.

4. Data originating from the ROCKWOOL Whistleblower-system

Whistleblower data			
Categories of personal data	**Type of processing and their purposes**	**Categories of data subjects**	**Third countries**
Contact information	Handling of whistleblower cases.	The Whistleblower and the persons mentioned in the report	Transfers to third countries within the Group, only if required.
Other data contained in the report and collected during the investigation			

5. Data related to marketing and branding

Marketing and branding			
Categories of personal data	**Type of processing and their purposes**	**Categories of data subjects**	**Third countries**
Contact information	Distribution of marketing communication.	Recipients of direct marketing.	Canada, China, the Emirates (Dubai), Hong Kong, India, Japan, Malaysia, Philippines, Singapore, South Korea, Switzerland, Thailand, Turkey, Ukraine, United Kingdom, USA and Vietnam.
Other data - Any information and personal data contained in inquiry	Communication and provision of support	Users of contact forms, third parties reaching out	
Account information	To deliver services on websites or apps.	Account users	
	To manage user accounts; for statistical and analytical purposes.		
Social media information and interactions	To improve our products and services, including our social media profiles and pages; for statistical and analytical purposes; to communicate with you if you engage with our content (comments, reviews, messages); to reshare content shared with us.	Visitors of ROCKWOOL's social media profiles	

Appendix 2

Overview of entities

Please contact ROCKWOOL A/S to obtain the latest contact information on the individual Members of the ROCKWOOL Group (dataprotection@rockwool.com).

As of June 2026, the following entities are covered by ROCKWOOLs BCRs:

Company	Country
A/S ROCKWOOL (Norway)	Norway
Breda Confectie B.V.	The Netherlands
Chicago Metallic (Malaysia) Sdn Bhd	Malaysia
DEUTSCHE ROCKWOOL GmbH & Co. KG	Germany
FAST Wall Systems Sp. z o.o.	Poland
Flumroc AG	Switzerland
HECK Wall Systems GmbH	Germany
LLC ROCKWOOL Ukraine	Ukraine
PAMAG Engineering AG	Switzerland
ROCKWOOL AB	Sweden
ROCKWOOL ADRIATIC d.o.o.	Croatia
ROCKWOOL, a.s.	Czech Republic
ROCKWOOL A/S	Denmark
ROCKWOOL Australia Pty. Ltd.	Australia
ROCKWOOL B.V.	The Netherlands
ROCKWOOL Beteiligungs GmbH	Germany
ROCKWOOL Building Materials (Hong Kong) Ltd.	Hong Kong
ROCKWOOL Building Materials (Philippines) Ltd.	Phillipines

Company	Country
ROCKWOOL Building Materials (Singapore) Pte Ltd.	Singapore
ROCKWOOL Bulgaria EooD	Bulgaria
ROCKWOOL Belgium N.V.	Belgium
ROCKWOOL Danmark A/S	Denmark
ROCKWOOL Finland OY	Finland
ROCKWOOL Firesafe Insulation (Guangzhou) Co., Ltd. Beijing Branch	China
ROCKWOOL Firesafe Insulation (Guangzhou) Co., Ltd. Shanghai Branch	China
ROCKWOOL Firesafe Insulation (Guangdong) Co. Ltd.	China
ROCKWOOL Firesafe Insulation (Guangzhou) Co. Ltd. Tianhe Branch	China
ROCKWOOL France S.A.S.	France
ROCKWOOL Global Business Service Center Sp. z o.o.	Poland
ROCKWOOL GmbH	Switzerland
ROCKWOOL Handelsgesellschaft m.b.H	Austria
ROCKWOOL Hungary Kft.	Hungary
ROCKWOOL İnşaat ve Yalıtım Sistemleri Sanayi ve Ticaret Limited Şirketi	Turkey
ROCKWOOL ITALIA S.s.A.	Italy
ROCKWOOL Japan LLC	Japan
ROCKWOOL Korea Co., Ltd.	South Korea
ROCKWOOL Limited	United Kingdom
ROCKWOOL Malaysia Sdn Bhd	Malaysia
ROCKWOOL Malaysia Sdn Bhd	Indonesia
ROCKWOOL Middle East FZE	United Arab Emirates (Dubai)
ROCKWOOL Mineralwolle GmbH Flechtingen	Germany

Company	Country
ROCKWOOL Operations GmbH & Co. KG	Germany
ROCKWOOL EE OÜ	Estonia
ROCKWOOL Peninsular, S.A.U.	Spain
ROCKWOOL POLSKA Sp. z o.o.	Poland
ROCKWOOL Rockfon GmbH	Germany
ROCKWOOL Romania s.r.l.	Romania
ROCKWOOL Vietnam Company Limited	Vietnam
SIA ROCKWOOL	Latvia
ROCKWOOL Slovensko s.r.o.	Slovakia
ROCKWOOL Technical Insulation India Pvt. Ltd. (Chennai)	India
ROCKWOOL (Thailand) Limited, BKK	Thailand
ROCKWOOL (Thailand) Limited	Thailand
ROCKWOOL UAB	Lithuania
ROCKWOOL Verwaltungs GmbH	Germany
ROXUL Inc.	Canada
ROXUL ROCKWOOL Insulation India Ltd.	India
ROXUL ROCKWOOL Technical Insulation India Pvt. Ltd.	India
ROXUL USA Inc.	USA
ScanArc Plasma Plasma Technologies AB	Sweden
Tripplex ApS	Denmark
Wetherby Wall Systems Limited	United Kingdom

Appendix 3

Training

Confidential – intentionally omitted

Appendix 4

ROCKWOOL Audit Protocol

Confidential – intentionally omitted.