BINDING CORPORATE RULES

SHIPPING THE FUTURE

CMA CGM

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Article 1 - Introduction

Personal data protection legislation aims at guarantying that individuals have a high level of control of their private life and personal data. As of May 2018, Regulation (EU) 2016/679 (the General Data Protection Regulation or "GDPR") and the 2002/58/EC Directive (together, and with any other applicable European regulations applicable to the processing and protection of Personal Data, the "European Data Protection Regulations") define the applicable legal framework in order to guarantee this level of protection for personal data.

The CMA CGM Group undertakes to comply with the European Data Protection Regulations. The Chief Privacy Officer of the CMA CGM Group who has been appointed as Data Protection Officer for certain CMA CGM entities, is in charge of advising BCR Companies which are responsible for protection Personal Data in compliance with the European Data Protection Regulations.

The European Data Protection Regulations which ensure that Personal Data of individuals who are in the European Union is protected require the CMA CGM Group to implement appropriate safeguards for Personal data transferred to any entity located outside the EEA.

Therefore, the CMA CGM Group is legally bound to protect Personal Data transferred (or accessible) from its information system, or by any other means, to the companies of the CMA CGM Group and all CMA CGM Group partners located outside the EEA.

In this context, BCR are at the core of the GDPR, which explicitly recognizes them as an adequate safeguard for transfers of Personal Data outside of the EEA. The adoption and the implementation of BCR to facilitate and protect international flows of Personal Data is thus an important part to ensure an adequate level of protection for cross-border transfers of Personal Data throughout the organization, regulating and protecting all intra-group cross-border transfers of Personal Data and, in particular outside of the EEA.

Consequently, the CMA CGM Group has decided to identify the companies of the CMA CGM Group likely to export and import Personal Data to each other (hereinafter jointly referred to as the “BCR Companies”).

An exhaustive list of the BCR Companies which are bound by the present BCR by signing the “Undertaking to comply with the Binding Corporate Rules for personal Data Protection (Privacy Policy)” is provided in Appendix 5 of the BCR and is regularly updated by the CPO.

BCR will apply whenever the transfer of Personal Data is not otherwise permitted by Article 49 of the GDPR and/or any other applicable law and to any subsequent onward transfer that is not otherwise permitted by applicable law.

Each of these BCR Companies shall comply with the present BCR and ensure that their Employees comply with their provisions as well as with all applicable local laws and regulations in relation to the protection of Personal Data under penalty of internal sanctions (against the local Data Controller and/or a local Employee, if allowed under the respective local employment legislation). These sanctions may include prohibition of access to the CMA CGM information system or any other relevant corrective necessary measures (legal, technical or organizational) or appropriate sanction.

These rules are binding and mandatory for the BCR Companies and their Employees.

In compliance with the CNIL recommendations, and the recommendations of the Group Article 29” (which has been replaced by the European Data Protection Board) the CMA CGM Board of Directors has accepted to procure that the BCR Companies will comply with these rules.

Article 2 - Definitions

All the definitions of the terms used are appended to these rules: Appendix 1 – Definitions.

Article 3 - Scope

3.1. Type of data processed (material scope)

The nature of the Personal Data being transferred within the scope of the BCR and the purposes of the Processing therefore are detailed in Appendix 4.

3.2. Scope of transfers (geographical scope)

Appendix 5 includes a list of the BCR Companies that are bound by the present BCR and which will be updated by the CPO and communicated to all BCR Companies whenever amended.

It is specified that the present BCR aim at framing Data Transfers between the BCR Companies established throughout the world which have signed the BCR intra-group agreement (Appendix 6) which act either as Data Exporters or as Data Importers.

Article 4 - Personal data protection principles

Any Data Transfer within the scope of the BCR shall comply with the following data management principles as defined in the GDPR.

Each BCR Company shall be responsible for and be able to demonstrate compliance with the present data protection principles (accountability).

4.1. Purpose Limitation

Personal Data shall be collected for specified, explicit and legitimate purposes and not further processed in a way incompatible with those purposes. Further Processing of data for archiving purposes in the public interest scientific or historical research purposes or statistical purposes shall not be considered as incompatible, provided implementation of appropriate safeguards for the rights and freedom of the Data Subjects and in particular technical and organizational measures in order to ensure data minimization.

In accordance with the principle of purpose limitation, Processing of Personal Data exported to BCR Companies must comply with the purposes mentioned by the Data exporter and listed in Article 3.1 of the BCR.

The Data importer shall be held liable for any deviation from these purposes.

In case of doubt, the manager of the BCR Company must contact the Local Privacy Officer (LPO) in his/her region or directly contact the CPO in order to obtain further details concerning the purpose of the processing.

4.2. Data minimization Data quality and storage limitation

Data must be faithfully collected in order to guarantee the quality of Personal Data as regards the following aspects:

- Personal Data must be accurate and, where necessary, kept up to date. Every reasonable step must be taken to ensure that Personal Data that are inaccurate, having regard to the purposes for which they are processed, are erased or rectified without delay (Data accuracy);
- Personal Data must be adequate, relevant and limited to what is necessary in relation to the purposes for which they are collected and/or processed (Data minimization);
- Personal Data must be kept in a form which permits identification of Data Subjects for no longer than is necessary for the purposes for which it was collected and processed. Personal Data may be stored for longer periods as long as it is processed solely for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes and subject to implementation of the appropriate technical and organizational measures in order to safeguard the rights and freedoms of the Data Subjects (Storage limitation);

Illustration:

Data minimization: to constitute a CV Database for subsequent recruitments purposes, strictly necessary personal data of non-selected candidates may be processed (e.g., CVs, candidates consent if required under the local legislation, cover letter, date of first application, etc.). Information that are not strictly necessary shall be deleted.

Storage limitation: They shall be kept in accordance with the local legislation (e.g., consent may be required and collected) and for a specific period of time compliant with the local legislation and according to CMA CGM needs.

Data quality: Such candidates can always request CMA CGM to update or delete any information upon request to ensure data quality. Any modification shall be reported to all recipients of such database in order to ensure that the modification will be reflected if relevant.

4.3. Lawfulness of processing of Personal Data

Personal Data shall be processed only if:

- The Data Subject has given its Consent to the Processing for one or more specific purposes;
- 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;
- Processing is necessary for compliance with a legal obligation to which the local Data Controller is subject;
- Processing is necessary in order to protect the vital interests of the Data Subject or of another natural person;
- Processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the local Data Controller;
- Processing is necessary for the purposes of the legitimate interests pursued by the local Data Controller or by the Third Party except where such interests are overridden by the interests or fundamental rights and freedoms of the Data Subject which require protection of Personal Data,

in particular where the Data Subject is a child.

In view of CMA CGM's activities, the most used legal bases are:

- 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;
- Processing is necessary for compliance with a legal obligation to which the local Data Controller is subject; and,
- Processing is necessary for the purposes of the legitimate interests pursued by the local Data Controller or by the Third Party except where such interests are overridden by the interests or fundamental rights and freedoms of the Data Subject which require protection of Personal Data, in particular where the Data Subject is a child.

As regard its processing of special categories of personal data, the most used legal basis is: Processing is necessary in order to protect the vital interests of the Data Subject or of another natural person.

Illustration:

Employers have a "legitimate interest" to process the applicants' personal data for recruitment purposes; In certain jurisdictions, employers need to collect the "consent" of applicants to keep their data after the recruitment process.

4.4. Lawfulness of Processing of Special categories of Personal Data

Special Categories of Personal Data shall be processed only if:

- The Data Subject gave his/her express Consent, for one or more specified purposes, except where Member State law prohibits it. Such authorization must therefore be stored in order to be able to provide proof if necessary;
- The Processing is necessary for the purposes of carrying out the obligations and exercising specific rights of the Data Controller and the Data Subject in the field of employment and social security and social protection law in so far as it is authorized by European Union or national law or a collective agreement providing for adequate safeguards for the fundamental rights and the interests of the Data Subjects;
- The processing in question is required to comply with the legislation of the country responsible for processing and provided that suitable guarantees will be implemented by the BCR Company;
- The processing is necessary to protect the vital interest of the Data Subject or of another person where the Data Subject is physically or legally unable to give his/her consent;
- The Processing is carried out in the course of its legitimate activities with appropriate safeguards by a foundation, association or any other non-profit-seeking 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 is not disclosed outside the body without the Consent of the Data Subjects;
- The Processing relates to Special Categories of Personal Data which is manifestly made public by the Data Subject;
- The processing of Special Categories of Personal Data is necessary for the establishment, exercise or defence of legal claims or whenever courts are acting in their judicial capacity;
- The Processing of Special Categories of Personal Data is necessary for the purposes of preventive or occupational medicine, or the assessment of the working capacity of the employee,

medical diagnosis, the provision of health or social care or treatments or the management of health or social care systems and services, on the basis of national law or pursuant to contract with a health professional and subject under national law or rules established by national competent bodies to the obligation of professional secrecy or by another person also subject to an equivalent obligation of secrecy.

Other Specific Categories of Personal Data may be subject to local data protection requirements provided by national law. In particular, Processing of data relating to criminal convictions and offences or related security measures may be carried out only under the control of official authority, or when the Processing is authorized by national law providing for appropriate safeguards for the rights and freedoms of Data Subjects. In addition, national law may further determine the specific conditions for the Processing of a national identification number or any other identifier of general application. In that case the national identification number or any other identifier of general application shall be used only under appropriate safeguards for the rights and freedoms of the Data Subject pursuant to the national law.

4.5. Data protection by design and by default

Data protection by design: the Data Controller shall implement, both at the time of the determination of the means for Processing and at the time of the Processing itself, appropriate technical and organizational measures (such as Pseudonymization) designed to implement the data-protection principles (such as data minimization) in an effective manner and to integrate the necessary safeguards into the Processing.

Data protection by default: the Data Controller must implement appropriate technical and organizational measures to ensure that, by default, only Personal Data which is necessary for each specified purpose of the Processing is processed.

Illustration:

Data protection by design: New application or websites should include a user self-service portal to give individuals the ability to access, update or delete their personal information. The access to the application must be secured with login, passwords and application roles and the data must automatically be erased when it is no longer needed.

Data protection by default: The users of a website do not know anything about other users unless the latter have decided to publish comments or to disclose their personal data (a profile, a picture, etc.).

4.6. Security of personal data

Appropriate technical and organizational measures shall be implemented to protect Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure of or access to and against all other unlawful forms of Processing (see Article 8 of the BCR).

Illustration:

New application or websites must be secured with login, passwords and application roles.

4.7. Onward transfers to organizations not bound by BCR

When Personal Data is intended to be transferred to a non-BCR Company, adequate safeguards have to be implemented (see Article 10 of the BCR).

The Data Controller shall be responsible for and be able to demonstrate compliance with the present data protection principles (accountability) which are reminded under the present Article 4 of the BCR.

4.8. Accountability

The local Data Controller shall be responsible for, and be able to demonstrate compliance with the present data protection principles (accountability).

Where appropriate, the local Data Controller must implement appropriate data protection policies.

In order to demonstrate compliance, BCR Companies shall maintain a record of all categories of processing activities carried out in line with the requirements as set out in Article 30.1. of GDPR. This record of processing activities shall be made available to the Supervisory Authorities upon request.

In order to enhance compliance and when required, data protection impact assessments should be carried out for processing operations that are likely to result in a high risk to the rights and freedoms of natural persons (GDPR Article 35). Where a data protection impact assessment under Article 35 indicates that the processing would result in a high risk in the absence of measures taken by the local Data Controller to mitigate the risk, the competent Supervisory Authority, prior to the processing, should be consulted (GDPR Art.36).

4.9. Fairness & transparency

Fairness requires that the Data Subject be informed of the existence of the Processing operation and its purposes.

Any information and communication relating to the Processing of the Data Subjects' Personal Data shall be provided in a concise, transparent, intelligible and easily accessible form, using clear and plain language, in particular for any information addressed specifically to a child. That principle concerns, in particular, information to the Data Subjects on the identity of the Controller and the purposes of the Processing and further information to ensure fair and transparent processing in respect of the natural persons concerned and their right to obtain confirmation and communication of Personal Data concerning them which are being processed.

The information shall be provided in writing, or by other means, including, where appropriate, by electronic means. When requested by the Data Subject, the information may be provided orally, provided that the identity of the Data Subject is proven by other means.

Illustration:

Every website must provide privacy notices to explain how personal data of the visitors is processed.

Article 5 - Transparency and right of information

5.1. Information of Data Subjects

Education materials shall be made available to the Data Subjects, with a view to clarifying questions with regard to the BCR or any related matters, such as submitting an access request with regards to their Personal Data held by a BCR Company (see Article 6) or submitting a claim (see Article 17).

Data Subjects are entitled to be informed of the Processing of their Personal Data. Consistent with this aim, relevant LPO, in coordination with the CPO, shall provide, when appropriate, templates of information notices to every local Data Controller.

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

The Personal Data collected for the processing performed by the CMA CGM Group must be faithfully collected by notifying individuals of the following elements:

a) the identity and contact details of the Data Controller or of his representative, if any;

b) the contact details of the Data Privacy Officer (if the Data controller has nominated one, it being understood that each BCR Company shall verify whether it should nominate a Data Privacy Officer);

c) the purposes for which the Personal Data is processed as well as the legal basis for the Processing;

d) the legitimate interests pursued by the Data Controller or by a Third Party (when the Processing is based on this ground);

e) the Recipients or categories of Recipients of the Personal Data, if any;

f) where applicable, the fact that the Data Controller intends to transfer Personal Data to a third country, the existence or absence of an adequacy decision by the European Commission or the appropriate or suitable safeguards and the means by which to obtain a copy of them or where they have been made available;

g) the period for which the Personal Data will be stored (or the criteria used to determine that period);

h) the existence of the right, to be exercised with the local Data Controller, to obtain access to and request rectification or erasure of Personal Data or a restriction of the Processing or to object to Processing, as well as the right to data portability;

i) where the Processing is based on the Data Subject's Consent (either as lawful basis for the Processing or for Processing of Special Categories of Personal Data), the existence of the right to withdraw Consent at any time, without affecting the lawfulness of Processing based on Consent before withdrawal;

j) the right to lodge a complaint with a Supervisory Authority;

k) whether the provision of Personal Data is statutory or contractual, whether the Data Subject is obliged to provide the Personal Data and the possible consequences of failure to provide such data;

l) the existence of Automated Decision-making, including profiling, meaningful information about the logic therefor, as well as the significance and the envisaged consequences of such Processing for the Data Subject;

m) the intention to further process the Personal Data for a purpose other than that for which it was collected;

n) the source of the Personal Data and, if applicable, whether it came from a publicly accessible

source (where Personal Data has not been obtained directly from the Data Subject).

Where the data has not been directly obtained from the Data Subjects, the Data Controller will provide such information to the relevant Data Subjects within a reasonable period after obtaining the Personal Data, but at the latest within one month, taking into consideration the specific circumstances under which the Personal Data are processed; if the Personal Data are to be used for communication with the Data Subject, such information will be provided 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.

Pursuant to Article 14(5) of the GDPR, which applies where the Personal Data have not been directly obtained from the Data Subjects, this disclosure of information to the Data Subject will exceptionally not apply (i) where the Data Subject already has the information, (ii) where the provision of such information proves impossible or would involve a disproportionate effort, (iii) if obtaining or disclosure is expressly provided by Union or Member State laws to which the Data Controller is subject and which provides appropriate measures to protect the Data Subject's legitimate interests or (iv) where the Personal Data must remain confidential subject to an obligation of professional secrecy regulated by Union or Member State laws (including a statutory obligation of secrecy).

Illustration:

The privacy notice of CMA CGM e-business site is available at https://www.cma-cgm.com/legal-terms/privacy-policy.

5.2. Accessibility of the BCR

A Data Subject shall always be able to access a copy of the BCR online on the intranet and/or on the institutional website.

Illustration:

The BCRs are available at the following address https://www.cma-cgm.com/static/eCommerce/Attachments/Binding%20Corporate%20Rules.pdf.

Article 6 - Right of access, rectification erasure, and portability of Data, rights to the restriction of Processing and right to object to the Processing

The Data Subject must be able (after having established his/her identity and made a specific request to the relevant Local Privacy Officer of CMA CGM or the BCR Company) to:

a) Obtain without restriction at reasonable intervals and without excessive delay or expense:

- confirmation as to whether or not his/her Personal Data is being processed;
- the purposes of the Processing, the categories of Personal Data concerned, the Recipients or categories of Recipients to whom the Personal Data is disclosed, where possible the envisaged period for which the Personal Data will be stored or, if not possible, the criteria used to determine that period, the existence of the right to request from CMA CGM rectification or erasure of Personal Data or restriction of Processing of Personal Data concerning the Data Subject or to object to such Processing, the right to lodge a complaint with a Supervisory Authority, any available information as to their source (where the Personal Data are not collected directly from the Data Subject); the existence of Automated Decision-making, including Profiling and, at least, meaningful information about the logic therefore, as well as the significance and the envisaged consequences of such Processing for the Data Subject;
- where Personal Data are transferred to a third country, information about the appropriate safeguards used for the Data Transfer;
- communication to the Data Subject in an intelligible form of the Personal Data undergoing Processing;
- any communication (including the copy of the personal data undergoing processing) and any action taken in response to a Data Subject's access right request shall be provided free of charge. However, the Data Subject may possibly be asked a reasonable fee based on administrative costs to for any further copies requested by the Data Subject;
- where the data subject makes the request by electronic means, and unless otherwise requested by the data subject, the information shall be provided in a commonly used electronic form;
- the right to obtain a copy shall not adversely affect the rights and freedoms of others.

b) Obtain, without undue delay, the rectification of inaccurate Personal Data concerning him or her. Taking into account the purposes of the Processing, the Data subject shall have the right to have incomplete Personal Data completed, including by means of providing a supplementary statement.

c) Obtain without undue delay, the erasure of any Personal Data where one of the following grounds applies: i) where the Personal Data are no longer necessary in relation to the purposes for which they were collected or otherwise processed; ii) where the Data Subject withdraws the Consent on which the Processing is based and there are no other legal grounds or overriding legitimate grounds for the Processing; iii) the Data Subject objects to the Processing and there are no overriding legitimate grounds for the Processing or the Data Subject objects to the Processing for the purposes of direct marketing; iv) the Personal Data has been unlawfully processed; v) the Personal Data has to be erased for compliance with a legal obligation to which CMA CGM and/or a BCR Company is subject; vi) the Personal Data has been collected in relation to the offer of information society services; which cover any service, normally provided for remuneration, at a distance, by means of electronic equipment for the processing and storage of data.

Where CMA CGM and/or a BCR Company has made the Personal Data processed public and is obliged to erase it, CMA CGM or the relevant BCR Company shall i) take reasonable steps, including technical measures, to inform any other Controllers processing the Personal Data concerned that the Data Subject has requested the erasure of any links to, or copy or replication of, such Personal Data (taking account of available technology and the cost of implementation) and ii) request that such Controllers comply with the request.

Exceptions to this right to erasure apply i) when the Processing is necessary for exercising the right of freedom of expression and information; ii) for compliance with a legal obligation or for the performance of a task carried out in the public interest or in the exercise of official authority vested in the Data Controller; iii) for reasons of public interest in the area of public health; for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes; for the establishment, exercise or defence of legal claims.

d) Obtain restriction of Processing was one of the following grounds applies: i) when the accuracy of the Personal Data is contested (for the period necessary to verify the accuracy of the data), ii) when the Processing is unlawful and the Data Subject requests the restriction of use of his/her Personal Data, iii) when CMA CGM or a BCR Company no longer needs the Personal Data for the Processing but they are required by the Data Subject for the establishment, exercise or defence of legal claims and iv) when the Data Subject has objected to a Processing CMA CGM or a BCR Company has based on its legitimate interest (for the period necessary to verify whether the legitimate grounds of CMA CGM or the relevant BCR Company override those of the Data Subjects, if applicable).

e) Have CMA CGM or the relevant BCR Company communicate to each Recipient to whom the Personal Data have been disclosed any rectification, erasure or restriction carried out in compliance with (b), (c), (d), unless this proves impossible or involves a disproportionate effort. The Controller shall inform the Data Subject about the Recipients if the Data Subject requests such information.

f) Exercise his/her right to data portability and obtain from CMA CGM or a BCR Company the right to receive communication of his/her Personal Data which he/she has provided to CMA CGM or the relevant BCR Company, in a structured, commonly used and machine-readable format, and have the right to transmit those data to another data controller without hindrance from CMA CGM or the relevant BCR Company, when the Processing is based on Consent or on a contract and the Processing is carried out by automated means.

g) Object at any time, for compelling legitimate grounds relating to the Data Subject particular situation to the Processing of Personal Data based on the legitimate interest of CMA CGM or a BCR Company. CMA CGM or the BCR Company 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 defence of legal claims.

In compliance with the GDPR, the exercise of the foregoing rights may be subject to certain limitations. In particular, CMA CGM or the relevant BCR Company may charge a reasonable fee or refuse to act on requests that are manifestly unfounded or excessive, in particular if repetitive.

h) Object, at any time of the Processing, free of charge and without having to state legitimate grounds, to the Processing of Personal Data for the purposes of direct marketing (including Profiling to the extent that it is related to such direct marketing).

In order to enable Data Subjects to exercise their rights efficiently, specific guidelines and procedures shall be put in place within the CMA CGM Group, at local levels. In particular, CMA CGM Employees who collect, process or have access to Personal Data shall be trained to recognize a Data Subject's request for access, rectification, erasure, restriction, objection or portability. Each request shall be acknowledged and handled according to the local procedure in place.

A specific answer shall be given to the Data Subject within a reasonable period of time (i.e., no later than one month of receipt of the request - That period may be extended by two further months where necessary, taking into account the complexity and number of the requests). CMA

CGM or the relevant BCR Company shall inform the Data Subject of any extension within one month of receipt of the request together with the reasons for the delay.

If the request is found legitimate, CMA CGM or a BCR Company shall take necessary steps to handle the matter in due time. If the request is denied, the Data Subject shall be informed in writing or by email about the reason and the fact that the Data Subject may follow the internal claim process specified in Article 17 of the BCR.

Illustration:

Applicants to a job may, at any time, request the notes of the recruiter and any information the recruiter holds about them. They may ask the recruiter to rectify their data when it is inaccurate. After the recruitment process, unsuccessful applicants may ask for their data to be deleted before the end of the related data retention period (e.g. at the end of the 2 years period provided by the CNIL's recommendations)

Article 7 - Automated Individual Decisions-making, including profiling

Each BCR Company agrees not to make any decision based solely on automated Processing, including Profiling, which may significantly affect him/her or which produces legal effects with regard to such Data Subject.

Unless the decision in question:

- is necessary for the entering into or performance of, a contract between CMA CGM or a BCR Company and the Data Subject or is based on the Data Subject's explicit consent. In such case, CMA CGM or the relevant BCR Company shall implement suitable measures to safeguard the Data Subject's rights and freedoms and legitimate interests, at least the right to obtain human intervention on the part of the controller, to express his or her point of view and to contest the decision.
- is authorized by Union or Member State law to which a BCR Company is subject and which also lays down suitable measures to safeguard the Data Subject's rights and freedoms and legitimate interests.
- is authorized by any Applicable Data Protection Law (other than Union or Member State law) to which a BCR Company is subject and which also lays down suitable measures to safeguard the Data Subject's rights and freedoms and legitimate interests, to the extent that such measures provide the same level protection as the one which would be provided by the GDPR in such circumstances.

Article 8 - Security and confidentiality policy of Personal Data

8.1. General security and confidentiality principles

Each BCR Company shall implement appropriate technical and organizational measures to protect Personal Data against Personal Data Breaches (as defined in article 4 of GDPR), taking into consideration state-of-the-art technology and the cost of implementation, the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of the Data Subjects.

Furthermore, the implemented measures shall ensure (i) a level of security appropriate to the risks represented by the Processing and the nature of the Personal Data to be protected, including, where appropriate, the Pseudonymisation and encryption of Personal Data; (ii) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of Processing systems and services; (iii) the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident; and (iv) a process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the Processing.

Consequently, appropriate information security policies and procedures shall be designed and implemented within the CMA CGM Group. In particular, all BCR Companies must comply with the CMA CGM Group Security Policy for the information system.

The ISSP (Information System Security Policy) of the CMA CGM Group which outlines the security rules connected with the technologies implemented in the CMA CGM Group information systems as well as the associated organization measures are appended to these rules.

In accordance with Article 32, 1°, d) of the GDPR, these policies and procedures shall be regularly audited (see Article 11 of the BCR).

In addition, the BCR Company acting as Data Processor shall comply with the minimum-security criteria which are required to the processors (Ref. Article 9 - Data transfer to a BCR Company acting as Processor).

Special Categories of Personal Data shall be processed with enhanced and specific security measures.

8.2. Personal Data Breach management

In accordance with article 33 and 34 of GPDR and with CMA CGM “Personal Data Breach Process”, Personal Data Breach shall be:

- Notified as soon as possible and without undue delay to the address: databreach@cma-cgm.com;
- Documented (comprising the facts relating to the Personal Data breach, its effect and the remedial actions taken) and such documentation shall be made available to the Supervisory Authorities on request;
- Notified to the competent Supervisory Authority without undue delay and, where feasible, not later than 72 hours after having become aware of it, unless the Personal Data breach is unlikely to result in a risk to the rights and freedoms of natural persons;
- Notified to the Data Subjects where the Personal Data Breach is likely to result in a high risk to their rights and freedoms.

Article 9 - Data transfer to a BCR Company acting as Processor

When subcontracting operations are performed by a BCR Company, the Data exporter bears the responsibility of the data exported. To this end, performance of the subcontracting service must be governed by a written legal deed binding the Data exporter to the Processor and which stipulates in particular that the Processor undertakes:

- To process the Personal Data only on documented instructions of the data controller unless the Data processor is required to do the Processing by law, in which case the Processor shall promptly notify the Data Controller (unless such notification is explicitly prohibited by law or important grounds of public interest);
- To take all the security and confidentiality measures in accordance with Article 8 of the BCR;
- To ensure that persons authorized to process the Personal Data have committed to confidentiality or are under an appropriate statutory obligation of confidentiality;
- To respect the conditions for engaging another Processor. In this regard, the Processor undertakes:
    - Not to engage another sub-processor without prior specific or general written authorization of the Data controller. The Data controller agrees that a Processor may use another BCR Company for sub-Processing. In this case, the initial Processor undertakes to inform the Data Controller of any intended changes concerning the Processors, to give the Data Controller the opportunity to object to such changes;
    - To impose the same data protection obligations as set out in the present BCR or another legal act between the controller and the processor.
- To assist the Data Controller, taking into account the nature of the Processing, by putting in place the appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of the local Data Controller's obligation to respond to requests for exercising the Data Subject's rights as indicated in Article 6 of the BCR;
- To assist the Data Controller in ensuring compliance with its obligations as regards the security of Personal Data, the notification of a Personal Data Breach, the data protection impact assessment and the prior consultation of the local Supervisory Authority (where necessary);
- At the choice of the Data Controller, to delete or return all the Personal Data to the Data Controller at the end of the provision of services relating to Processing, and to delete existing copies unless national law requires continued storage of the Personal Data;
- To make all information necessary to demonstrate compliance with these obligations available to the Data Controller and allow and contribute to audits of its Processing activities, including inspections conducted by the Data Controller or another auditor mandated by the Data Controller;
- To inform the Data Controller if in his opinion an instruction infringes the GDPR or the Applicable Data Protection Laws;
- To implement procedures for managing Personal Data Breaches and to notify the Data Controller without undue delay after becoming aware of a Personal Data Breach;
- Not to disclose Personal Data to any Third Party without the prior explicit Consent of the Data Controller (see also Article 10 below). In case of consented disclosure, the Processor will impose on such Third Party all of the same data protection obligations as set out herein, by way of a contract. Where such Third Party fails to fulfil its data protection obligations under such contract, the Processor shall remain fully liable to the Data Controller for the performance of the Third Party's obligations.

The Data Exporter makes sure, in particular, that the BCR Company has signed the Group PSSI (Information System Security Policy) in order to ensure that the security measures are implemented.

In addition, the Processor shall comply with the minimum-security criteria (Ref. Appendix 2 –

Minimum security criteria).

If a Data Processor determines the purposes and means of Processing, such Data Processor shall be considered to be the Data Controller in respect of that Processing.

The Data Processor must maintain a Record of Processing Activities carried out on behalf of the Data Controller.

The Data Processor will be held liable for any damage caused by Processing where it has not complied with obligations of the BCR specifically applicable to a Data Processors or where it has acted outside or contrary to lawful instructions of the Data Controller (except if it proves that it is not in any way responsible for the event giving rise to the damage).

Where both a Data Controller and a Data Processor (or more than one Controller or Processor), are involved in the same Processing and where they are responsible for any damage caused by Processing, each of the Data Controller and the Data Processor shall be liable for the entire damage in order to ensure effective compensation of Data Subjects. Where a Controller or Processor has paid full compensation for the damage suffered, that Controller or Processor shall be entitled to claim back from the other Controllers or Processors involved in the same Processing that part of the compensation corresponding to their part of responsibility for the damage.

Article 10 - Restriction on transfers and onward transfers to External Processors or Controllers

Where a Data Controller requests that a Third Party other than a BCR Company undertakes Processing of Personal Data as a Processor or a Controller (an External Processor or an External Controller), the following safeguards shall be put in place.

External Processors located inside the EEA or in a country recognized by the EU Commission as ensuring an adequate level of protection shall sign a written agreement, compliant with article 28 of GDPR, stipulating that the Processor shall act only on instructions from the local Data Controller and shall be responsible for the implementation of the appropriate technical and organizational measures (see Article 8). Relevant LPO, in coordination with the CPO, shall provide templates of the appropriate clauses to a local Data Controller within the CMA CGM Group.

10.1. Exportation to External Controllers

Any Personal Data transferred by a BCR Company to an External Controller located outside the EEA in a country not recognized by the EU Commission as ensuring an adequate level of protection shall be adequately protected and shall respect the rules on cross-border data flows of the European Data Protection Regulations.

10.2. Exportation to External Processors

External Processors located inside the EEA or in a country recognized by the EU Commission as ensuring an adequate level of protection shall sign a written agreement, compliant with article 28 of GDPR (see Article 9 of the BCR), stipulating that the Data Processor shall act only on instructions from the Data Controller and shall be responsible for the implementation of the appropriate technical and organizational measures (see Article 8 of the BCR).

Any BCR Company transferring Personal Data to an External Processor located outside the EEA, in a country not recognized by the EU Commission as ensuring an adequate level of protection, shall ensure that the External Processors provide sufficient guarantees to ensure the protection of the rights of the Data Subjects as provided by these BCR in addition to the rules on cross-border data flows (see above).

In any case, exportation shall be subject to prior approval from the Chief Privacy Officer who shall ensure that the rules in terms of security and protection of personal data are formalized and complied with.

Article 11 - Audit concerning compliance with the BCR

These BCR apply to the all BCR Companies. The internal audit department of CMA CGM checks that they are complied with, based on the BCR.

Data protection audits shall be carried out on a regular basis (subject to more stringent local laws, but at least one audit every 3 years) by internal or external accredited audit teams to ensure that the BCR and all related policies, procedures or guidelines are updated and applied.

The entities to be audited shall be selected based on the following criteria:

- entities with a significant number of employees;
- entities processing a significant amount of Personal Data;
- entities processing sensitive Personal Data/entity's criticality (such as shared service centers).

Some of the entities to be audited shall also be selected on a random basis, in order to avoid having always the same entities being audited. These audits shall be at the initiative of the CPO and/or Local Privacy Officer.

The choice between an internal or external accredited audit team shall be based on the following factors:

- availability of the internal audit team;
- language barrier;
- existence of local rules requiring the audit to be conducted by a team from the entity's country.

Data Protection audits shall cover all aspects of the BCR and all related policies, procedures or guidelines, including methods of ensuring that corrective measures will take place (see CMA CGM Data Protection audit work program). However, the scope of each audit can be adapted to limited aspects of the BCR and/or the related policies, procedures or guidelines, as necessary, including methods of ensuring that corrective measures will take place. Internal audit questionnaires, which are not dedicated to data protection, sill include five questions related to data protection in order to ensure a reasonable level of protection of personal data within the entity.

Data Protection audits shall be decided directly by the CPO either upon his/her own initiative or upon specific request of CMA CGM, or a LPO, or a Data Controller.

Based on the audit results and the reports mentioned in Article 13.2 below, the CPO and/or the LPO shall decide any appropriate legal, technical or organizational security measure in order to improve data protection management within the CMA CGM Group, both at global and local levels.

Results of the audit should be communicated to the CPO, to the board of directors of CMA CGM and of the BCR Company and should be available upon request to the competent Supervisory Authority.

The conclusions concerning the group Personal Data protection BCR can be transmitted to the competent Supervisory Authorities upon express request. Each local Data Controller shall accept to be audited by a competent Supervisory Authority.

Article 12 - Training concerning the BCR

Each BCR Company has a set of communication and training tools concerning the Group Personal data protection rules so as to make sure that they are fully and wholly applied in their entity. Training sessions

are given to any Employee, and in particular to Employees with permanent or regular access to Personal data and who are associated with collecting personal data or development of Personal Data processing tools.

These tools contain the following elements:

- A distance training tool based on the "e-Learning" principle. This tool provides a didactic program explaining the Personal data protection principles. This training must enable Employees to understand the BCR in their international and organisational dimension (see also Appendix 3);
- A set of documents to be circulated internally concerning the best practices in Personal data protection and available on the CMA CGM intranet;
- An intranet dedicated to personal data protection. This intranet is maintained up to date by the CMA CGM Group LPO under supervision of the CMA CGM Group CPO.

At local level, each local Data Privacy Officer shall, at its own discretion, enhance the data protection training program described above by adding any relevant local data protection requirement. The data protection training program shall be reviewed and approved by the CPO.

By signing the "Undertaking to comply with the Binding Corporate Rules for personal Data Protection (Privacy Policy)" (Appendix 6), each BCR Company's CEO accepts to have its main managers attend the complete e-Learning training course.

For further details as to the e-Learning tool see also Appendix 3.

Article 13 - Binding nature of the BCR

13.1. Internal binding nature

These BCR bind all BCR Companies which have signed the Undertaking to comply with the Binding Corporate Rules for personal Data Protection (Appendix 5). In case of any request for disclosure of Personal Data which may prevent a BCR Company from complying with the present BCR (including of the Personal data by a law enforcement authority or state security body) such BCR Company shall notify the Data Exporter of such request and comply with Article 15.2 below.

Each BCR Company that signs the Undertaking provided in Appendix 6 is responsible for administering and overseeing the implementation of these BCR, including making these BCR binding upon the Employees.

Pursuant to applicable local law, the BCR are made binding towards the Employees either through work employment contracts or through collective agreements or through compliance with relevant company policies in which the BCR have been incorporated.

13.2. Compliance and supervision of compliance

CMA CGM has established a data protection network composed of the CPO and of LPO appointed at local levels, in accordance with article 37 of GDPR where required. Each BCR Company shall verify whether it should nominate a Data Protection Officer. This LPO network is comprised of CMA CGM compliance department representatives in the regions worldwide where the Group is present. The CPO shall report directly to the highest management level according to article 38, par. 3 of GDPR.

The regional breakdown of LPO is as follows (this breakdown may change depending on the group activity, the CPO will inform the Leading Supervisory Authority on a regular basis concerning the change of these regions and LPO):

- Europe & Eastern Europe Region,

- Middle East, Subcontinent Region,
- Asia region,
- Africa, Maghreb region,
- Americas region,
- Asia Pacific region.

Each LPO shall be in charge of supporting local Data Controllers or Processors which are responsible for the implementation of the BCR. Thus, each LPO shall:

1. inform and advise the BCR Company at their local level and the Employees who carry out Processing of their obligations;
2. take all reasonable steps to make sure that BCR Company comply with the provisions of the BCR (including said provisions concerning training of staff involved in Processing operation and audits);
3. in coordination with the CPO, be at the disposal of the BCR Company, and Data Subjects to provide any help with regard to data protection issues, especially the implementation of the BCR, when necessary;
4. provide advice, where requested, with regard to the conduct of any data protection impact assessment and the monitoring of its performance where required (according to the Data Protection Impact Assessment methodology, as provided by the French Authority on data protection: the CNIL);
5. submit reports every year to the CPO concerning important questions and all the actions and measures taken connected to data protection issues (data protection training programs, Records of Processing Activities, management of complaints, etc.), and especially with regard to the implementation of the BCR;
6. regularly report to the CPO on the complaints settled at local levels, with a view to taking corrective actions and improving guidelines and procedures implemented within the BCR Companies, where the complaints may have revealed a "gap" in terms of data protection;
7. in coordination with the CPO, cooperate with the Supervisory Authorities and act as the contact point for the Supervisory Authorities on issues relating to Processing;
8. provide, in coordination with the CPO and when appropriate, any relevant templates (i.e. notices of information, clauses, etc.) to each local Data Controller for any purpose related to a data protection issue.

Furthermore, in terms of supervision of compliance, specific measures shall be taken to ensure the right implementation of the BCR:

1. The LPO shall regularly report to the CPO on the implementation of the BCR within each local BCR Company (including when acting as data Processor).
2. The results of all reports made by the CPO shall be communicated to CMA CGM board of directors and should be readily accessible to the competent Supervisory Authority.
3. Based on the audit results (see Article 11) and the reports mentioned above as well as taking into account the advice of the CPO and/or the relevant LPO, the relevant local BCR Company shall decide on any appropriate measure in order to improve data protection management.
4. The LPO will liaise with the Lead Supervisory Authority pursuant to Article 56 of the GDPR.

The list of Local Privacy Officers is provided in Appendix 7 of the BCR.

13.3. Sanctions

In the event of a violation of the BCR by the Data Controller's Employees, any appropriate disciplinary sanction or judicial action may be imposed in accordance with local employment law, at the initiative of the CPO and the relevant local LPO.

The CPO and the local LPO shall pay specific attention to any audit results establishing non-compliance by Employees, especially in case of non-compliance with the Data Protection Principles or any of the applicable guidelines, procedures and policies related to the implementation of the BCR.

Article 14 - Mutual assistance and Cooperation with the Supervisory Authorities

The BCR Companies accept to cooperate with the competent Supervisory Authorities responsible for Personal data protection by promptly responding to any request made. The BCR Companies also agree to comply with the advice and recommendations of the competent Supervisory Authorities as regards the interpretation and application of these Corporate Rules.

The BCR Companies accept that the competent Supervisory Authorities responsible for Personal data protection initiate audits concerning data protection with CMA CGM.

Furthermore, BCR Companies shall cooperate and assist each other to handle a request or complaint from a Data Subject (see Article 17) or an inquiry by a Supervisory Authority, under supervision of the Local Privacy Officer.

Each competent Supervisory Authority has the power to supervise the implementation of the BCR.

Article 15 - Application of regional legal specificities

15.1. Relationships between national laws and the BCR

CMA CGM undertakes to ensure that the BCR Companies and their respective Employees shall comply with the provisions of the BCR, as well as with the provisions of Applicable Data Protection Laws.

Where the local Applicable Data Protection Laws require a higher level of protection for Personal Data, they will take precedence over the BCR.

15.2. Actions in case of national legislation preventing respect of BCR

Before using the BCR as a mechanism to transfer personal data to a third country, CMA CGM undertakes that it will assess, in collaboration with the local Data Controller or Processor, if there is anything in the law or practice of the third country that may impinge on the effectiveness of the BCR.

For this purpose, the said local Data Controller or Processor shall provide CMA CGM with the relevant sources and information relating to the third country in which it is established and the laws applicable to the transfer.

✓ **Prior assessment to be performed before transferring personal data:**

This assessment shall take into consideration:

- All the actors participating in the transfer of personal data and the transmission channels used, as well as any onward transfer that may occur;
- The applicable legal context and specific circumstances of the transfer, in particular:
    - Length of the processing chains;
    - Type of recipient;
    - Purposes for which the data are transferred and processed (e.g. marketing, HR, storage, IT support);
    - Types of entities involved in the processing (public/private; controller/processor);
    - Economic sector in which the transfer occurs;
    - Categories of personal data transferred;
    - Whether the data will be stored in the third country or whether there is only remote access to data stored within the EU/EEA;
    - Format of the data to be transferred (i.e. in plain text/pseudonymized or encrypted);
    - Possibility that the data may be subject to onward transfers from the third country to another third country;
    - Any relevant contractual, technical or organizational safeguards put in place to supplement the safeguards under these BCR, including measures applied during transmission and to the processing of the personal data in the country of destination.
- The applicable laws to assess if any impinge on the commitments contained in the BCR, in particular:
    - Verify if commitments enabling data subjects to exercise their rights in the context of international transfers (such as access, correction and deletion requests for transferred data) can be effectively applied in practice and are not thwarted by any law in the third country of destination;
    - Verify that the right of redress afforded to the data subject in case of access by third country public authorities to the transferred data can be effectively applied in practice and is not thwarted by any law in the third country of destination;
    - Verify that requirements to disclose personal data to public authorities or powers of access to personal data granted to such public authorities (for instance for criminal law enforcement, regulatory supervision and national security purposes) are limited to what is necessary and proportionate in a democratic society, and may not impinge on the commitments contained in the BCR;
- The different aspects of the legal system of the third country (listed in Article 45(2) of the GDPR), such as:
    - The rule of law;
    - The existence of a comprehensive data protection law or an independent supervisory authority;
    - Adherence to international instruments providing for data protection safeguards.

When specifically assessing the law of a third country dealing with access to data by public authorities for the purpose of surveillance, CMA CGM, in collaboration with the local Data Controller or Processor, shall take into consideration:

- The legislation publicly available; and,

- In the event the legislation in the third country is lacking, the following relevant and objective factors:
    - Elements demonstrating that a third country authority will seek to access the data with or without the local Data Controller or Processor's knowledge, in light of reported precedents, legislation and practice;
    - Elements demonstrating that a third country authority will be able to access the data through the local Data Controller or Processor or through direct interception of the communication channel in light of reported precedents, legal powers, and technical, financial, and human resources at its disposal.

Such assessments will be documented and be made available to the competent Supervisory Authority upon request.

✓ **Actions to be taken after the assessment step, in the event of a conflict between local Applicable Data Protection Law or practices and the BCR:**

– **Information of the CPO by the local Data Controller or Processor**

Whenever a BCR Company has reason to believe that the legislation or practices which applies to it may prevent it from fulfilling its obligations under the BCR and have a negative impact on the guarantees provided, the BCR Company shall immediately inform CMA CGM thereof through the CPO. In case of doubt and where a major conflict exists between local applicable Data Protection Law or practices and the BCR, the relevant LPO shall promptly inform the CPO. The CPO shall promptly identify and suggest appropriate measures (such as, for instance, technical or organizational measures to ensure security and confidentiality) which could be adopted by the Data Exporter and/or local Data Controller or Processor to address the situation. If the CPO considers that no appropriate safeguards for such transfer can be ensured, or if instructed so by the competent Supervisory Authorities, it shall inform the Data Exporter which shall in return suspend the transfer.

– **Notification and information of the Data Exporter and the Data Subject**

More particularly, where any legal requirement or practice a local Data Controller or Processor is subject to in a third country is likely to have a substantial adverse effect on the guarantees provided by the BCR, the problem should be reported to the Data Exporter and, where possible, the Data Subject promptly (if necessary, with the help of the Data Exporter). This includes if the local Data Controller or Processor: (i) receives a legally binding request for disclosure of the Personal Data by a law enforcement authority or state security body; (ii) becomes aware of any direct access by public authorities to Personal Data in accordance with the laws of the country of destination. As specified in article 48 of the GDPR, any judgment of a court or tribunal and any decision of an administrative authority of a third country requiring any BCR Company to transfer or disclose Personal Data may only be recognized or enforceable in any manner if based on an international agreement, such as a mutual legal assistance treaty, in force between the requesting third country and the Union or a Member State, without prejudice to other grounds for transfer pursuant to Chapter V of the GDPR.

In such a case, the Data Exporter and, where possible, the Data Subject (if necessary, with the help of the Data Exporter), should be clearly informed about the request, including all information about the Personal Data requested, the requesting body, the legal basis for the disclosure, and the response provided (unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation – see below). In the event of a transfer between two Data Processors, the Data Exporter shall forward the information to the Data Controller.

If the requested local Data Controller or Processor is prohibited from notifying the Data Exporter and/or

the Data Subject under the laws of the country of destination, this Data Controller agrees to use its best efforts to obtain a waiver of the prohibition, with a view to communicating as much information as possible, as soon as possible. The requested local Data Controller or Processor agrees to document its best efforts in order to be able to demonstrate them on request of the Data Exporter.

Where permissible under the laws of the country of destination, the requested local Data Controller or Processor agrees to provide the Data Exporter, at regular intervals for the duration of the BCR, with as much relevant information as possible on the requests received (in particular, number of requests, type of data requested, requesting authority/ies, whether requests have been challenged and the outcome of such challenges, etc.). In the event of a transfer between two Data Processors, the Data Exporter shall forward the information to the Data Controller.

The requested local Data Controller or Processor agrees to preserve the information pursuant to the previous paragraphs for the duration of the BCR and make it available to the competent Supervisory Authority on request.

- ✓ **Prior review of the legality of a request for disclosure to be performed before responding to it and respect of the data minimization principle when responding to such request**

  - **Prior review of legality**

The local Data Controller or Processor agrees to review the legality of the request for disclosure, in particular whether it remains within the powers granted to the requesting public authority, and to challenge the request, if, after careful assessment, it concludes that there are reasonable grounds to consider that the request is unlawful under the laws of the country of destination, applicable obligations under international law and principles of international comity. The local Data Controller or Processor shall, under the same conditions, pursue possibilities of appeal. When challenging a request, the local Data Controller or Processor shall seek interim measures with a view to suspending the effects of the request until the competent judicial authority has decided on its merits. It shall not disclose the personal data requested until required to do so under the applicable procedure rules. These requirements are without prejudice to the obligations of the local Data Controller or Processor to inform the Data Exporter promptly where it is unable to comply with these BCR.

The local Data Controller or Processor agrees to document its legal assessment and any challenge to the request for disclosure and, to the extent permissible under the laws of the country of destination, make the documentation available to the Data Exporter. It shall also make it available to the competent Supervisory Authority on request.

  - **Respect of the data minimization principle**

The local Data Controller or Processor agrees to provide the minimum amount of information permissible when responding to a request for disclosure, based on a reasonable interpretation of the request. In any case, Transfers of Personal Data by a local Data Controller to any public authority cannot be massive, disproportionate and indiscriminate in a manner that would go beyond what is necessary in a democratic society.

Article 16 - Updating the BCR

In case of changes in laws, in CMA CGM procedures or in the scope of the BCR, the terms of the BCR may be updated on the initiative of the CPO, in coordination with the LPO.

Furthermore, the CPO is responsible within the group for updating the list of BCR Companies and recording any update of the BCR.

Any update of the BCR shall be recorded by the CPO. The CPO keeps an updated list of the BCR companies (available in Appendix 5). These changes shall also be communicated to the BCR Companies which have signed the Undertaking to comply with the Binding Corporate Rules for personal Data Protection (Appendix 6). No transfer based on the BCR shall be made to a new BCR Company until this new company is effectively bound by the BCR and can deliver compliance to the same.

Any substantial modification of the BCR, including to the list of the BCR Companies, must be notified at least once per year to the Supervisory Authorities issuing authorization. The notification to the Supervisory Authorities of such modifications will be accompanied by a brief explanation of the reasons justifying them. However, any changes which would affect the level of protection offered by the BCR or will significantly affect the BCR (i.e., significantly affect the binding character) will be provided to the Leading Supervisory Authority promptly, which will consider whether this affects the approval previously issued for the BCR.

In addition, CMA CGM undertakes to provide, to the Data Subjects upon request, all the necessary information about any updates to the BCR.

In the event of a non-EEA BCR Company ceasing to be part of the CMA CGM group or to be bound by the BCR, CMA CGM undertakes to ensure that this company will either continue to apply the BCR to the processing of personal data transferred to it by means of the BCR, either delete or return all the referred personal data to the BCR Companies to which the BCR still applies at the time of leaving the group or ceasing to be bound by the BCR.

Article 17 - Claim process

If a Data Subject reasonably believes that there has been a violation of these BCR or that his/her Personal Data is being processed in a way that is incompatible with these BCR, he/she may lodge, in accordance with the BCR Claim Process, a complaint with a BCR Company to obtain adequate correction measures and, where appropriate, adequate compensation.

Specific guidelines and procedures shall be in place within CMA CGM, at local level, to ensure the consistency of the claim and to ensure sufficient information is provided to the Data Subjects about these procedures. The complaints shall be dealt with by a clearly identified local department which is appropriately independent in the exercise of its functions (normally, the Local Privacy Officer). When a complaint is registered, it must be acknowledged and handled without undue delay (i.e., closed out no later than one month from the receipt of the request. That period may be extended by two further months where necessary, taking into account the complexity and number of the requests. The relevant BCR Company shall inform the Data Subject of any extension within one month of receipt of the request together with the reasons for the delay).

If the relevant Local Privacy Officer fails to solve the claim at local level, the claim handling process shall allow escalation of the problem to the CPO who shall respond within the timeline indicated above. Each local Data Controller and each local LPO shall issue regular reports to the CPO on the complaints handled at local level.

All data protection complaints received by any Employee shall be communicated to the relevant Local Privacy Officer and the Chief Privacy Officer without any delay.

Each BCR Company shall make available practical tools or procedures allowing Data Subjects to lodge their complaints, including by:

- Email address and,
- Postal address.

If the Data Subject is not satisfied by the replies received from the BCR Company and ultimately, the CPO or LPO or if the Data Subject prefers to bypass the available internal claim process, the Data Subject has the right to lodge a complaint before the competent Supervisory Authority in the EU Member State of the habitual residence of the Data Subject, of his place of work or of the place of the alleged infringement; and/or the competent courts of the EU Member State where the local Data Controller or Data Processor has an establishment or where the Data Subject has his or her habitual residence (see Article 18).

Consequently, the Data Subject shall be informed of the possibility to solve a claim through the internal claim process described above and the BCR claim process prior to referring a case to the relevant Supervisory Authority or competent jurisdiction.

- CMA CGM and BCR Companies agree to reply to any non-binding mediation procedure implemented by any individual or by the Supervisory Authority. BCR Companies may choose to participate in the procedures remotely (by telephone or other electronic means) if they are a party thereto.

  CMA CGM and the BCR Companies also agree to examine the possibility of participating in any other arbitration, mediation or dispute settlement procedure put in place for the disputes pertaining to data protection.
- If a dispute has not been settled out of court within a reasonable timeframe (on average 3 months), it may be brought before the competent court in accordance with Article 18 of the BCR.
- In any case, Data Subjects may at any time bring an action before the competent courts or the competent Supervisory Authorities.

Claim conditions by Data Subjects

The claim mechanism is published on the CMA CGM public website (https://www.cma-cgm.com) as well as in any form or new contractual document containing Personal data collection.

This claim procedure must allow individual to invoke non-compliance with the rules by any BCR Company. Each individual may also request the following operations:

- Access of his/her Personal data;
- Rectification of Personal data;
- Erasure of Personal data for legitimate reason;
- Limitation of Processing;
- Portability or his/her Personal Data;
- Objection to the Processing of his/her Personal data;
- Any other claim connected with use of Personal data.

All requests/claims must be sent as per the following conditions:

- A letter specifying:
  - Surname, first name, date and place of work of the Data subject;
  - The address for the response and any correspondence;
  - The subject and scope of the claim in order to make it easier to identify the data in question (HR, commercial or collaborative field).
- The request must be sent to the following addresses:

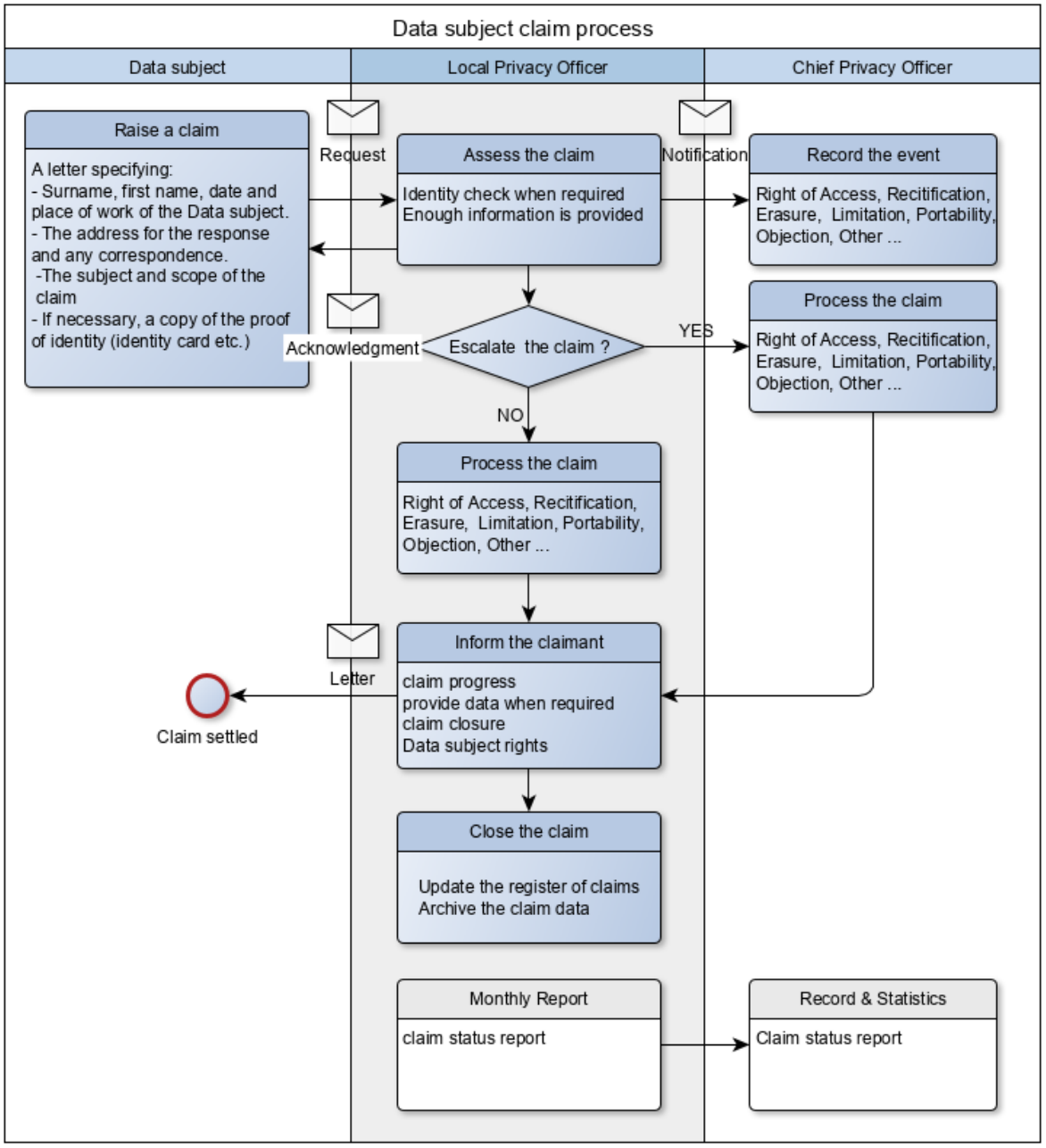
- By post:

  CMA CGM
  Chief Privacy Officer
  Legal Department
  4, Quai d'Arenc
  13235 Marseille Cedex 02
  France

- By Email:

  cpo@cma-cgm.com

- Depending on the nature of the data subject's request and in case of reasonable doubt on the identity of the data subject, the DPO may request a copy of the proof of identity (such as identity card, passport, etc.).



Article 18 - Right of beneficiary third parties

Data subjects shall have the right to enforce the rules as third-party beneficiaries. A Data Subject who claims to have suffered damage as a result of a violation of the provisions of the BCR or its Appendences and who either is not satisfied with the resolution of their complaint, as described in Article 17, or desires to bypass the internal complaint mechanism and bring their complaint directly to the competent Supervisory Authority or before the courts according to the principles and terms as set out below. The BCR internal complaint mechanism shall support Data Subjects' ability to address any data protection complaint to a BCR Company. Data Subjects are however free to lodge a complaint directly with the competent Supervisory Authority or the courts as provided by the GDPR.

A Data Subject shall have the right to enforce, as a third-party beneficiary, the provisions of the BCR related to:

- Data protection principles, in particular:
    - Purpose limitation, data quality, and data minimization (see paragraph 4.2)
    - Lawfulness of processing of Personal Data (including as to the processing of Special Categories of Personal Data (see paragraph 4.3 and 4.4)
    - Fairness and transparency principle, and right to information and easy access to BCR (see paragraphs 5)
    - Limited storage (see paragraph 4.2)
    - Data protection by design and by default (see paragraph 4.5)
    - Security and confidentiality principles (see paragraph 4.6)
- Rights of access, rectification, erasure, restriction of Processing, objection to Processing and right to data portability (see paragraph 6)
- Rights in case Automated individual decisions-making (see paragraph 7)
- Restrictions on onward transfers to organizations not bound by BCR (see paragraph 4.7 and 10)
- National legislation preventing respect of BCR (see paragraph 15.2)
- Right to complain through the internal claim process (see paragraph 17)
- Cooperation duties with Supervisory Authorities (see paragraph 14)
- Liability and jurisdiction provisions (see paragraphs 19 and 22) In addition, should the BCR be breached, the Data subject who suffered prejudice may invoke these rules in order to obtain compensation from before the competent court, as may be ordered by the appropriate court or competent regulatory authority or as decided according to the internal complaint mechanism, if used.

As a rule, regarding jurisdiction for any claim, each Data Subject shall have the right to lodge a complaint at its choice:

- with the competent Supervisory Authority. It will be the choice for the Data Subject to act before the Supervisory Authority in the Member State of his habitual residence, place of work or place of the alleged infringement, pursuant to article 77 of GDPR)
- before the competent court. It will be the choice for the Data Subject to act before the courts of the EU Member State where the local Data Controller or Processor has an establishment or where the Data Subject has his or her habitual residence pursuant to article 79 of GDPR.

In addition, should the BCR be breached, the Data subject who suffered prejudice shall be entitled to obtain redress and, where appropriate receive compensation as may be ordered by the appropriate court or competent Supervisory Authority (e.g., judicial remedies) or as decided according to the internal complaint mechanism, if used.

The BCR shall always be readily available to every Data Subject, in the conditions described in Article

Article 19 - Liability

Each BCR Company located within the EU which violates the BCR and causes damages to Data Subjects shall be liable and shall take the necessary remedial actions unless the BCR Company concerned can demonstrate that such damages cannot be attributed to it and its providers for any breach of the BCR.

CMA CGM accepts responsibility for and agrees to take the necessary actions to remedy the acts of other BCR Companies located outside the EU and to pay compensation for any material and non-material damages caused to any Data Subjects located within the EEA resulting from the violation of the BCR by such BCR Companies, unless CMA CGM can demonstrate that such damages cannot be attributed to such BCR Company located outside the EU or to its providers.

If a BCR Company located outside of the EU violates the BCR, the courts and other competent authorities in the EU will have jurisdiction and the Data Subjects shall have the rights and remedies against CMA CGM as if the violation has been caused by CMA CGM.

All BCR Companies shall have sufficient financial resources at their disposal to cover the payment of compensation for breach of the BCR.

Article 20 - Entry into effect and termination

Each BCR Company recognizes to be legally bound by the BCR, from the date of signature of the Appendix 6 of the BCR (Undertaking to comply with the Binding Corporate Rules for personal Data Protection (Privacy Policy)") by the relevant BCR company and without any other formalities, with respect to other BCR Companies already bound or about to be bound from the date of their signature, and provided that the terms of the BCR are strictly identical between each other. Except if a BCR Company is able to prove that its signed BCR agreement is not strictly identical to the ones signed by other entities, it expressly and irrevocably disclaims challenging the evidence that it is bound by the terms of the BCR.

In the event that a Data Exporter or a Data Importer is found to be in substantial or persistent breach of the terms of the BCR, the CPO may advise the Data Exporter or Data Importer to temporarily suspend the transfer of Personal Data from such Data Exporter or to such Data Importer until the breach is remedied. Should the breach not be remedied in due time, the CPO shall advise the CMA CGM General Management to take the initiative to terminate the BCR intra-group agreement with respect to that specific Data Exporter or Local Data Importer. In such a case, the Data Exporter or Data Importer shall immediately take every necessary step in order to comply with the European rules on cross-border data flows (Article 46 of the GDPR), for instance by using the EU Standard Contractual Clauses approved by the EU Commission.

Article 21 - Interpretation of terms

In case of discrepancies between the BCR and the Appendices, the main body of the BCR shall prevail. In case of discrepancies between the BCR, including its Appendices, and other global or local CMA CGM policies, procedures or guidelines, the BCR shall prevail. In case of discrepancies or inconsistency, the terms of the BCR shall always be interpreted and governed by the provisions of the GDPR and 2002/58/EC Directive, as amended, if applicable.