



Process Domain: Legal & Compliance

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1. Scope

Yara has committed itself to the protection of Personal Data of Yara Customers, Suppliers and Business Partners in the Yara [Code of Conduct](#).

This Data Privacy Policy for Customer, Supplier and Business Partner Data indicates how this principle shall be implemented for Personal Data relating to Customers, Suppliers and Business Partners. For the privacy policy applicable to Personal Data relating to Employees, refer to the [Yara Data Privacy Policy for Employee Data](#).

Capitalized terms have the meaning set out in Annex 1 (Definitions).

2. Accountabilities

Head of Data Privacy	<ul style="list-style-type: none"> <li>Further defined in article 13.1 in this Policy</li> </ul>
Regional Data Privacy Coordinator (RDPC)	<ul style="list-style-type: none"> <li>Further defined in article 13.2 in this Policy</li> </ul>
Country Legal Responsible (CLR)	<ul style="list-style-type: none"> <li>Shall mean the formal legal responsible for the Yara legal entities within a country, as described in the functional description in the Yara steering system: "Country Legal Responsible-Role responsibilities and mandate".</li> </ul>

3. Policy Statement

Article 1 – Scope, Applicability and Implementation

<b>Scope</b>	1.1	This Policy addresses the Processing of Personal Data of Customers, Suppliers and Business Partners by Yara or a Third Party on behalf of Yara. This Policy does not address the Processing of personal data relating to Employees by Yara.
<b>Electronic and Paper-based Processing</b>	1.2	This Policy applies to the Processing of Personal Data by electronic means and in systematically accessible paper-based filing systems.
<b>Applicability of Local Law and Policy</b>	1.3	Nothing in this Policy will be construed to take away any rights and remedies that Individuals may have under applicable local law. This Policy provides supplemental rights and remedies to Individuals only.
<b>Procedures and Notices</b>	1.4	Yara may supplement this Policy through procedures or notices that are consistent with this Policy.
<b>Accountability</b>	1.5	This Policy is binding on Yara. The Country Legal Responsible is accountable for his or her Group Companies' compliance with this Policy. Staff must comply with this Policy.

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<b>Third party Beneficiary Rights</b>	1.6	All Individuals shall benefit from the rights in this Policy, and may enforce these rights by filing a complaint and claim damages in accordance with Articles 17 and 18.
<b>Effective Date and Availability of the Policy</b>	1.7	This Policy was adopted for the first time by the Head of Legal of Yara International ASA on November 16th 2017 ( <b>Effective Date</b> ). A public version of this Policy and a list of all Group Companies shall be published on the Yara company website and Yara Intranet (Pulse). Individuals shall be provided with a full version of this Policy on request to the Head of Data Privacy.
<b>Policy Supersedes Prior Procedures and Notices</b>	1.8	This Policy supersedes all Yara privacy procedures and notices that exist on the Effective Date to the extent they are in contradiction with this Policy.
<b>Implementation</b>	1.9	This Policy shall be implemented in the Yara organization based on the timeframes specified in Article 22.

**Article 2 – Purposes for Processing of Personal Data**

<b>Legitimate Business Purposes</b>	2.1	Personal Data shall only be collected, used or otherwise Processed for specified, explicit and legitimate purposes objectively justified by the activities of Yara ( <b>Business Purposes</b> ).
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Yara's Processing of Personal Data includes but is not limited to Processing for the following Business Purposes:

- (i) **Development and improvement of products and/or services:** this purpose includes Processing of Personal Data that is necessary for the development and improvement of Yara products and/or services, research and development;
- (ii) **Performance of Customer Services:** this purpose addresses the Processing of Personal Data necessary for the performance of Customer Services;
- (iii) **Conclusion and execution of agreements with Customers, Suppliers and Business Partners:** this purpose addresses the Processing of Personal Data necessary to conclude and execute agreements with Customers, Suppliers and Business Partners, including required screening activities (e.g., for access to Yara's premises or systems) and to record and financially settle delivered services, products and materials to and from Yara;
- (iv) **Relationship management and marketing:** this purpose addresses

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activities such as maintaining and promoting contact with Customers, Suppliers and Business Partners, account management, customer service, recalls, collection of Personal Data through Yara websites and the development, execution and analysis of market surveys and marketing strategies;

- (v) **Business process execution, internal management and management reporting:** this purpose addresses activities such as managing company assets, ethics hotline/whistleblowing, conducting internal audits and investigations, integrity due diligence (IDD), capital value process (CVP), finance and accounting, implementing business controls, provision of central Processing facilities for efficiency purposes, managing mergers, acquisitions and divestitures, and management reporting and analysis;
- (vi) **Health, safety, security and integrity, including the safeguarding of the security and integrity of the business sector in which Yara operates:** this purpose addresses activities such as those involving health and safety, the protection of Yara and Employee assets, and the authentication of Customer, Supplier or Business Partner status and access rights (such as required screening activities for access to Yara's premises or systems); and
- (vii) **Compliance with legal obligations:** this purpose addresses the Processing of Personal Data necessary for the performance of a task carried out to comply with a legal obligation to which Yara is subject;

**Use of Data for Secondary Purposes**

- 2.2 Generally, Personal Data shall be used only for the Business Purposes for which they were originally collected (**Original Purpose**). Personal Data may be Processed for a legitimate Business Purpose of Yara different from the Original Purpose (**Secondary Purpose**) only if the Original Purpose and Secondary Purpose are closely related. Depending on the sensitivity of the relevant Personal Data and whether use of the Data for the Secondary Purpose has potential negative consequences for the Individual, the secondary use may require additional measures such as:
- (i) limiting access to the Data;
  - (ii) imposing additional confidentiality requirements;
  - (iii) taking additional security measures;
  - (iv) informing the Individual about the Secondary Purpose;
  - (v) providing an opt-out opportunity; or
  - (vi) obtaining an Individual's Consent in accordance with Article 3.

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- Generally Permitted Uses of Data for Secondary Purposes**
- 2.3 It is generally permissible to use Personal Data for the following Secondary Purposes provided appropriate additional measures are taken in accordance with Article 2.2:
- (i) transfer of the Data to an Archive;
  - (ii) internal audits or investigations;
  - (iii) implementation of business controls;
  - (iv) IT systems and infrastructure related Processing such as for maintenance, support, life-cycle management and security (including resilience and incident management);
  - (v) statistical, historical or scientific research;
  - (vi) preparing for or engaging in dispute resolution;
  - (vii) legal or business consulting; or
  - (viii) insurance purposes.
- Consultation**
- 2.4 Where there is a question whether a Processing of Personal Data can be based on a Business Purpose or a Secondary Purpose listed above, it is necessary to seek the advice of the appropriate Regional Data Privacy Coordinator before the Processing takes place.

**Article 3 – Legal basis for Processing of Personal Data and Sensitive Data**

- Legal Basis for Processing of Personal Data**
- 3.1 Yara shall make sure that all Processing of Personal Data only takes place for legitimate Business Purposes and has legal basis.

Personal Data may be Processed by Yara for legitimate Business Purposes on the following legal basis:

- (i) the Individual has given his or her Consent. In order to rely on Consent, Yara must follow the procedure set forth in Article 3.4 below;
- (ii) the Processing is necessary for the performance of an agreement between the Individual and Yara, or in order to take steps at the request of the Individual prior to entering into such an agreement;
- (iii) the Processing is necessary for compliance with a legal obligation to which Yara is subject;
- (iv) the Processing is necessary in order to protect the vital interests of the Individual or of another natural person;
- (v) the Processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in Yara; or
- (vi) the Processing is necessary for legitimate Business Purposes pursued by Yara or by a Third Party to whom the Personal Data are disclosed, except where such interests are overridden by the interests or fundamental rights and freedoms of the Individual.

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<b>Legal Basis for Processing of Sensitive Data</b>	3.2	<p>As a starting point Processing of Sensitive Data is prohibited. Yara can, however, for legitimate Business Purposes, Process Sensitive Data on the following legal basis:</p> <ul style="list-style-type: none"><li>(i) the Individual has given his or her explicit Consent. In order to rely on Consent, Yara must follow the procedure set forth in Article 3.4 below;</li><li>(ii) the Processing is necessary for the purposes of carrying out the obligations and specific rights of Yara in the field of employment, social security and social protection law in so far as it is authorized by applicable law providing for adequate safeguards;</li><li>(iii) the Processing is necessary to protect the vital interests of the Individual or of another person;</li><li>(iv) the Processing relates to Sensitive Data which are manifestly made public by the Individual;</li><li>(v) the Processing of Sensitive Data is necessary for the establishment, exercise or defense of legal claims (including for dispute resolution) or Processing is necessary for compliance with a legal obligation to which Yara is subject;</li><li>(vi) the Processing is necessary for the performance of a task for reasons of substantial public interest;</li><li>(vii) the Processing of Sensitive Data is required for the purposes of preventive or occupational medicine, for the assessment of the working capacity of the Individual, medical diagnosis, the provision of health or social care or treatment or the management of health or social care systems and services, and the Personal Data are Processed by a health professional subject to applicable 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;</li><li>(viii) the Processing is necessary for reasons of public interest in the area of public health, such as protecting against serious cross-border threats to health;</li><li>(ix) the Processing is necessary for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes.</li></ul>
<b>Personal Data relating to criminal convictions and offences</b>	3.3	<p>Yara shall establish internal procedures for the Processing of Personal Data relating to criminal convictions and offences in compliance with applicable law.</p>
<b>Consent</b>	3.4	<p>If Consent is allowed or required under applicable law for Processing of</p>

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Personal Data or Sensitive Data, the following conditions apply:

- (i) When seeking Consent, Yara must inform the Individual of:
  - a) the identity and contact details of the Group Company being the Controller for the Processing;
  - b) the Business Purposes for which his or her Data are Processed;
  - c) the categories of Third Parties to which the Data are disclosed (if any).
  - d) other relevant information provided in Article 6.1, if necessary to ensure that the Individual's Consent is informed.
- (ii) Yara must be able to demonstrate that the Individual has consented to Processing of his or her Personal Data. This may be done by documenting the Consent via a written declaration. Where Processing is undertaken at the request of an Individual (e.g., he or she subscribes to a service or seeks a benefit), he or she is deemed to have provided Consent to the Processing.
- (iii) If the Individual's Consent is given in the context of a written declaration which also concerns other matters, the request for consent shall, if applicable law so requires, be presented in a manner which is clearly distinguishable from the other matters, in an intelligible and easily accessible form, using clear and plain language.

**Denial or  
Withdrawal of  
Consent**

- 3.5 The Individual may both deny Consent and withdraw Consent at any time. The withdrawal of Consent shall not affect the lawfulness of the Processing based on such Consent before its withdrawal.

Prior to giving Consent, the Individual shall be informed of its right to withdraw his or her Consent. It shall be as easy to withdraw as to give Consent.

**Consultation**

- 3.6 If it is doubtful whether Processing has legal basis in accordance with this Article 3 the appropriate Regional Data Privacy Coordinator shall be consulted before any Processing starts.

**Article 4 – Categories of Personal Data and Sensitive Data Processed**

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<b>Categories of Personal Data</b>	4.1	<p>Yara's Processing includes but is not limited to the following categories of Personal Data:</p> <ul style="list-style-type: none"><li>(i) <b>General contact information:</b> this includes but is not limited to name, address, email address, phone number, picture and date of birth;</li><li>(ii) <b>Sub-contractor's information:</b> this includes but is not limited to name, address, email, address, phone number and picture;</li><li>(iii) <b>IT-related information:</b> this includes but is not limited to user profile/account information, electronic logs regarding a person's use of IT resources and information from Yara websites (cookie information); and</li><li>(iv) <b>Information necessary to administer the Supplier/Customer/ Business Partner relationship:</b> this includes but is not limited to information related to the use and purchase of Yara's products and services.</li></ul>
<b>Categories of Sensitive Data</b>	4.2	<p>Yara's Processing includes but is not limited to the following categories of Sensitive Data:</p> <ul style="list-style-type: none"><li>(i) <b>Racial or ethnic data:</b> this includes but is not limited to photos and video images of Individuals which qualify as racial or ethnic data in certain countries;</li><li>(ii) <b>Health data:</b> this includes but is not limited to data relating to health and safety issues relating to Yara's products and services;</li><li>(iii) <b>Religion or beliefs Personal Data:</b> this includes but is not limited to data necessary to accommodate specific products or services (such as dietary requirements or religious holidays);</li><li>(iv) <b>Biometric Personal Data (e.g., fingerprints):</b> this includes but is not limited to data necessary for e.g., access control etc.</li></ul>
<b>Categories of Personal Data relating to criminal convictions and offences</b>	4.3	<p>Yara's Processing may include the following categories of Personal Data relating to criminal convictions and offences:</p> <ul style="list-style-type: none"><li>(i) <b>Criminal data:</b> this includes but is not limited to data relating to criminal behavior, criminal records or proceedings regarding criminal or unlawful behavior, including but not limited to the Processing of such data in relation to ethics hotline/whistleblowing, integrity due diligence (IDD), capital value process (CVP) and required screening activities (e.g., for access to Yara's premises or systems).</li></ul>
<b>Records of Processing Activities</b>	4.4	<p>The Group Companies shall maintain records of Processing activities under their responsibility according to GDPR Article 30. These records shall be available to the Data Protection Authority on request.</p>

**Process Domain: Legal & Compliance****Knowledge grows****Article 5 – Quantity and Quality of Data**

- No Excessive Data** 5.1 Yara shall restrict the Processing of Personal Data to Data that are reasonably adequate for and relevant to the applicable Business Purpose. Yara shall take reasonable steps to delete Personal Data that are not required for the applicable Business Purpose.
- Storage Period** 5.2 Yara generally shall retain Personal Data only for the period required to serve the applicable Business Purpose, to the extent reasonably necessary to comply with an applicable legal requirement or as advisable in light of an applicable statute of limitations. Yara may specify (e.g., in a procedure, notice or records retention schedule) a time period for which certain categories of Personal Data may be kept.
- Promptly after the applicable storage period has ended, the Data shall be:
- (i) securely deleted or destroyed;
  - (ii) anonymized; or
  - (iii) transferred to an Archive (unless this is prohibited by law or an applicable records retention schedule).
- Quality of Data** 5.3 Personal Data should be accurate, complete and kept up-to-date to the extent reasonably necessary for the applicable Business Purpose.
- Accurate, Complete and Up-to-date Data** 5.4 It is the responsibility of Individuals to ensure that their Personal Data is accurate, complete and up-to-date. Individuals shall inform Yara regarding any changes to their Personal Data in accordance with Article 7.

**Article 6 – Individual Information Requirements**

- Information Requirements where Personal Data are collected from the Individual** 6.1 At the time when Personal Data are collected from the Individual, Yara shall inform Individuals e.g., through a published data privacy notice, or by other means about:
- (i) the identity and the contact details of the Group Company being the Controller for the Processing;
  - (ii) contact information for sending enquiries or filing complaints;
  - (iii) the Business Purposes for which their Personal Data are Processed and the legal basis for the Processing;
  - (iv) which legitimate Business Purposes are pursued when the Processing is based on Article 3.1 vi);
  - (v) the recipients or categories of recipients to which the Personal Data are disclosed (if any);
  - (vi) whether the recipient is located in a country outside the EEA and



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about the existence or absence of an Adequacy Decision. In the absence of an Adequacy Decision, a reference to the applicable transfer mechanism shall be provided, cf. Article 11.6.

In addition, when required by applicable law and if necessary to ensure fair and transparent Processing, Yara shall provide the Individual with the following further information:

- (i) the period for which the Personal Data will be stored, or if that is not possible, the criteria used to determine that period;
- (ii) how Individuals can exercise their rights pursuant to Articles 3.5 and 7;
- (iii) where the Processing is based on Consent, the existence of the right to withdraw Consent at any time as described in 3.5;
- (iv) the right to lodge a complaint with a DPA;
- (v) whether the provision of Personal Data is a statutory or contractual requirement, or a requirement necessary to enter into a contract, and whether the Individual is obliged to provide the Personal Data and of the possible consequences of failure to provide such data;
- (vi) the existence of automated decision-making, including profiling, referred to in Article 10 and, at least in those cases, meaningful information about the logic involved, as well as the significance and the envisaged consequences of such Processing for the Individual.

This Article 6.1 shall not apply where and insofar as the Individual already has the information.

**Information Requirements where Personal Data are not collected from the Individual**

6.2 Where the Personal Data have not been collected from the Individual, Yara shall inform Individuals e.g., through a published data privacy notice, or by other means about:

- (i) the identity and the contact details of the Group Company being the Controller for the Processing;
- (ii) contact information for sending enquiries or filing complaints;
- (iii) the Business Purposes for which their Personal Data are Processed and the legal basis for the Processing;
- (iv) the categories of Personal Data concerned;
- (v) the recipients or categories of recipients of the Personal Data (if any);
- (vi) whether the recipient is located in a country outside the EEA and about the existence or absence of an Adequacy Decision. In the absence of an Adequacy Decision, a reference to the applicable transfer mechanism shall be provided, cf. Article 11.6.

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In addition, when necessary to ensure fair and transparent Processing, Yara shall provide the Individual with the following further information:

- (i) the period for which the Personal Data will be stored, or if that is not possible, the criteria used to determine that period;
- (ii) which legitimate Business Purposes are pursued when the Processing is based on Article 3.1 vi);
- (iii) the existence of the right to request from Yara, access to and rectification or erasure of Personal Data or restriction of Processing concerning the Individual or to object to Processing as well as the right to data portability;
- (iv) where Processing is based on consent, the existence of the right to withdraw consent at any time, without affecting the lawfulness of Processing based on consent before its withdrawal;
- (v) the right to lodge a complaint with a DPA;
- (vi) from which source the Personal Data originate, and if applicable, whether it came from publicly accessible sources;
- (vii) the existence of automated decision-making, including profiling, and, at least in those cases, meaningful information about the logic involved, as well as the significance and the envisaged consequences of such Processing for the Individual.

Yara shall provide the Individual with the information set out in this Article 6.2:

- (i) within a reasonable time after obtaining the Personal Data, at the latest within one month from obtaining the Personal Data;
- (ii) if the Personal Data are used for communication with the Individual, at the latest at the time of the first communication to the Individual;
- (iii) if a disclosure to another recipient is envisaged, at the latest when the Personal Data are first disclosed.

This Article 6.2 shall not apply where:

- (i) the Individual already has the information;
- (ii) providing such information proves impossible or would involve a disproportionate effort;
- (iii) obtaining or disclosure is expressly laid down by applicable law and which provides appropriate measures to protect the Individual's legitimate interests; or
- (iv) where the Personal Data must remain confidential subject to an

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obligation of professional secrecy regulated by applicable law, including a statutory obligation of secrecy.

<b>Information related to use for Secondary Purposes</b>	6.3	Where Yara intends to further Process the Personal Data for a Secondary Purpose, Yara shall, if applicable law so requires, provide the Individual prior to the further Processing with information on the Secondary Purpose and any relevant information as set out in Article 6.1.
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**Article 7 – Rights of Individuals**

<b>Right of Access</b>	7.1	<p>Every Individual has the right to know whether or not Personal Data concerning him or her are being Processed by Yara, and where that is the case, access to the Personal Data and the following information:</p> <ul style="list-style-type: none"><li>(i) for which purpose(s) the Personal Data are Processed;</li><li>(ii) the categories of the Personal Data concerned;</li><li>(iii) the recipients or categories of recipients to whom the Personal Data have been or will be disclosed, in particular recipients in third countries or international organizations;</li><li>(iv) where possible, the envisaged period for which the Personal Data will be stored, or, if not possible, the criteria used to determine that period;</li><li>(v) the existence of the right to request from Yara rectification or erasure of Personal Data, or restriction of Processing concerning the Individual or to object to such Processing;</li><li>(vi) the right to lodge a complaint with a supervisory authority;</li><li>(vii) where the Personal Data are not collected from the Individual, any available information as to their source;</li><li>(viii) the existence of automated decision-making, including profiling, and, at least in those cases, meaningful information about the logic involved, as well as the significance and the envisaged consequences of such Processing for the Individual;</li><li>(ix) where the Personal Data are transferred to a third country, information about the appropriate safeguards relating to the transfer.</li></ul>
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The Individual shall upon a request for access be provided with a copy of the Personal Data Processed. For any further copies requested by the Individual, Yara may charge a reasonable fee based on administrative costs.

The right to obtain a copy shall not adversely affect the rights and freedoms of others, cf. the GDPR article 15(4). The right to obtain a copy

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may be restricted under applicable law pursuant to GDPR article 23.

**Right to Rectification** 7.2 An Individual shall have the right to obtain from Yara without undue delay the rectification of inaccurate Personal Data concerning him or her. Taking into account the purposes of the Processing, the Individual shall also have the right to have incomplete Personal Data completed, including by means of providing a supplementary statement.

**Right to Erasure** 7.3 The Individual may request from Yara the erasure of Personal Data concerning him or her. Yara shall erase Personal Data without undue delay where one of the following grounds applies:

- (i) the Personal Data are no longer necessary in relation to the Business Purposes for which they were collected or otherwise Processed;
- (ii) the Individual withdraws Consent on which the Processing is based and where there is no other legal ground for the Processing;
- (iii) the Individual objects to the Processing in accordance with Article 7.5 and there are no Overriding Interests for the Processing, cf. Article 12;
- (iv) the Personal Data have been unlawfully Processed;
- (v) the Personal Data have to be erased for compliance with a legal obligation in applicable law to which the Controller is subject;
- (vi) the Personal Data have been collected in relation to the offer of information society services referred to in the GDPR article 8(1).

Where Yara has made the Personal Data public and is obliged to erase such Data, Yara, taking account of available technology and the cost of implementation, shall take reasonable steps, including technical measures, to inform other controllers which are Processing the Personal Data that the Individual has requested the erasure by such controllers of any links to, or copy or replication of, those Personal Data.

This Article 7.3 shall not apply to the extent that Processing is necessary:

- (i) for exercising the right of freedom of expression and information;
- (ii) for compliance with a legal obligation set out in applicable law to which the Controller is subject, and which requires Processing for the performance of a task carried out in the public interest or in the exercise of official authority vested in the Controller;

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- (iii) for reasons of public interest in the area of public health in accordance with GDPR article 9(2) and (3);
- (iv) for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes in accordance with the GDPR article 89(1) in so far as the right referred to in the first paragraph of this Article 7.3 is likely to render impossible or seriously impair the achievement of the objectives of that Processing; or
- (v) for the establishment, exercise or defense of legal claims.

**Right to Restrict Processing**

7.4 The Individual has the right to obtain from Yara restriction of Processing where one of the following applies:

- (i) the accuracy of the Personal Data is contested by the Individual, for a period enabling Yara to verify the accuracy of the Personal Data;
- (ii) the Processing is unlawful and the Individual opposes the erasure of the Personal Data and requests the restriction of their use instead;
- (iii) Yara no longer needs the Personal Data for the purposes of the Processing, but the Data are required by the Individual for the establishment, exercise or defense of legal claims;
- (iv) the Individual has objected to Processing pursuant to the GDPR article 21(1), cf. Article 7.5 of this Policy, pending the verification whether the legitimate grounds of the Controller override those of the Individual (cf. Article 12).

Where Processing has been restricted subject to the above, such Personal Data shall, with the exception of storage, only be Processed with the Individual's Consent or for the establishment, exercise or defense of legal claims or for the protection of the rights of another natural or legal person or for reasons of important public interest.

Yara shall inform an Individual who has obtained restriction of Processing pursuant to the above before the restriction of Processing is lifted.

**Right to Object**

7.5 An Individual has the right to object, on grounds relating to his or her particular situation, at any time to Processing of Personal Data concerning him or her which is based on Article 3.1 (v) or (vi), including profiling based on those Articles.

Yara shall no longer Process the Personal Data unless it can demonstrate Overriding Interests in accordance with Article 12 or if it is necessary for

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the establishment, exercise or defence of legal claims.

Where Personal Data are Processed for direct marketing, the Individual shall have the right to object at any time to Processing as set out in Article 9 of this Policy. If an Individual objects to Processing for direct marketing purposes, the Personal Data shall no longer be Processed for such purposes.

In the context of the use of information society services (as defined in the GDPR article 4(25)), the Individual may exercise his or her right to object by automated means using technical specifications.

Where Personal Data are Processed for scientific or historical research purposes or statistical purposes pursuant to the GDPR article 89(1), the Individual, on grounds relating to his or her particular situation, shall have the right to object to Processing of Personal Data concerning him or her, unless the Processing is necessary for the performance of a task carried out for reasons of public interest.

Right to Data Portability

7.6 An Individual may request from Yara to receive the Personal Data concerning him or her, which he or she has provided to Yara, in a structured, commonly used and machine-readable format and have the right to transmit those Data to another controller without hindrance from Yara, where:

- (i) the Processing is based on Consent or on a contract pursuant to point (ii) of Article 3.1; and
- (ii) the Processing is carried out by automated means.

If technically feasible, Yara shall transmit the Personal Data directly to the other controller.

The right referred to in this Article shall not adversely affect the rights and freedoms of other Individuals.

Procedure

7.7 The Individual should send his or her request to the contact person or contact point indicated in the relevant privacy notice or online portal made available by Yara. If no contact person or contact point is indicated, the Individual may send his or her request through [dataprivacy@yara.com](mailto:dataprivacy@yara.com).

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Yara may fulfill the Individual's rights by providing self service solutions which, e.g. allows the Individual to access, update, correct, delete and otherwise manage his or her Personal Data.

Prior to fulfilling the request of the Individual, Yara may require the Individual to:

- (i) specify the categories of Personal Data to which he or she is seeking access;
- (ii) specify, to the extent reasonably possible, the data system in which the Data are likely to be stored;
- (iii) specify the circumstances in which Yara obtained the Personal Data;
- (iv) show proof of his or her identity; and
- (v) in the case of a request for rectification, deletion or blockage, specify the reasons why the Personal Data are incorrect, incomplete or not Processed in accordance with applicable law or the Policy.

**Response Period** 7.8 Within four weeks of receiving the request, Yara shall inform the Individual in writing or electronically either (i) of Yara position with regard to the request and any action Yara has taken or will take in response, or (ii) the ultimate date on which he or she will be informed of Yara's position. Provided that the requirements relating to requests in Article 7.7 have been fulfilled, such ultimate date shall be no later than eight weeks after the communication was sent to the Individual.

**Complaint** 7.9 An Individual may file a complaint in accordance with Article 17 if:

- (i) the response to the request is unsatisfactory to the Individual (e.g., the request is denied);
- (ii) the Individual has not received a response as required by Article 7.8; or
- (iii) the time period provided to the Individual in accordance with Article 7.8 is, in light of the relevant circumstances, unreasonably long and the Individual has objected but has not been provided with a shorter, more reasonable time period, in which he or she will receive a response.

**Denial of Requests** 7.10 Yara may deny an Individual request if:

- (i) the request does not meet the requirements of the above Articles 7.1-7.7;
- (ii) the request is not sufficiently specific;
- (iii) the identity of the relevant Individual cannot be established by

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- reasonable means; or
- (iv) the request is made within an unreasonable time interval of a prior request or otherwise constitutes an abuse of rights. A time interval between requests of six months or less shall generally be deemed to be an unreasonable time interval.

Article 8 – Security and Confidentiality Requirements

**Data Security** 8.1 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 Individuals posed by the Processing, Yara shall take appropriate commercially reasonable technical, physical and organizational measures to protect Personal Data from misuse or accidental, unlawful, or unauthorized destruction, loss, alteration, disclosure, acquisition or access.

Yara has developed and implemented the Yara IT Operating Standards and other notices and procedures relating to the protection of Personal Data.

**Staff Access** 8.2 Yara shall provide Staff with access to Personal Data only to the extent necessary to serve the applicable Business Purpose and to perform their job.

**Confidentiality Obligations** 8.3 Yara shall impose confidentiality obligations on Staff with access to Personal Data.

**Data Security Breach Notification to Data Protection Authorities** 8.4 If a Data Security Breach has occurred or is suspected to have occurred, the person who has become aware of or suspects the Data Security Breach, shall immediately notify the Head of Data Privacy or the appropriate Regional Data Privacy Coordinator who shall forward the notification to the Head of Data Privacy.

The Head of Data Privacy shall notify a competent Data Protection Authority of a Data Security Breach without undue delay and, where feasible, not later than 72 hours after having become aware of it, unless the Data Security Breach is unlikely to result in a risk to Individuals' rights. If a notification is not made within 72 hours, it shall be accompanied by reasons for the delay. The notification shall at least:

- (i) Describe the nature of the Data Security Breach, including where possible:

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- (a) the categories and approximate number of Data Subjects concerned; and
- (b) the categories and approximate number of Personal Data records concerned;
- (ii) Contain the name and contact details of the Head of Data Privacy or appropriate Regional Data Privacy Coordinator where more information can be obtained;
- (iii) Describe the likely consequences of the Data Security Breach;
- (iv) Describe the measures taken or proposed to be taken by Yara to address the Data Security Breach, including measures to mitigate its possible adverse effects, where appropriate.

Yara shall document any Data Security Breaches, comprising the facts relating to the Data Security Breach, its effects and the remedial action taken. That documentation shall be available to the competent Data Protection Authority upon request.

**Data Security Breach Notification to Individuals**

8.5 Yara shall notify the Individual of a Data Security Breach without undue delay following discovery of such breach, if the Data Security Breach is likely to result in a high risk to the rights and freedoms of the Individual. This applies unless one or more of the following conditions are met:

- (i) Yara has implemented and applied appropriate technical and organizational protection measures (such as encryption) to the Personal Data affected by the Data Security Breach;
- (ii) Yara has taken subsequent measures which ensure that the high risk to the rights and freedoms of Individuals is no longer likely to materialize; or
- (iii) Notifying the Individual would involve disproportionate effort. In such a case, there shall instead be a public communication or similar measure whereby Individuals are informed in an equally effective manner.

The Data Security Breach notification to the Individuals shall describe in clear and plain language the nature of the Data Security Breach and shall at least contain the information and measures referred to in 8.4 (b), (c) and (d).

**Data Protection by Design and by Default**

8.6 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 Individuals posed by the Processing, Yara shall, both at the time of the determination of the means and for Processing and the time of the Processing itself, implement

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appropriate technical and organizational measures which are designed to implement data protection principles, such as data minimization and data protection by default, in accordance with applicable law.

**Data Protection Impact Assessment** 8.7 Where a type of Processing in particular using new technologies, and taking into account the nature, scope, context and purposes of the Processing, is likely to result in a high risk to the rights and freedoms of Individuals, Yara shall, prior to the Processing, carry out an assessment of the impact of the envisaged Processing operations on the protection of personal data. A single assessment may address a set of similar Processing operations that present similar high risks. Yara shall seek advice from the Head of Data Privacy when carrying out a Data Protection Impact Assessment.

Article 9 – Direct Marketing

**Direct Marketing** 9.1 This Article sets forth requirements concerning the Processing of Personal Data for direct marketing purposes (e.g., contacting the Individual by email, fax, phone, SMS or otherwise, with a view of solicitation for commercial or charitable purposes).

**Consent for Direct Marketing (opt-in)** 9.2 If applicable law so requires, Yara shall only send to Individuals unsolicited commercial communication by fax, email, SMS and mms with the prior Consent of the Individual ("opt-in"). If applicable law does not require prior Consent of the Individual, Yara shall in any event offer the Individual the opportunity to opt-out of such unsolicited commercial communication.

**Exception (opt-out)** 9.3 Prior Consent of the Individual for sending unsolicited commercial communication by fax, email, SMS and mms is not required if:

- (i) an Individual has provided his or her electronic contact details to a Group Company in the context of a sale of a product or service of such Group Company; and
- (ii) such contact details are used for direct marketing of such Group Company's own similar products or services; and
- (iii) the Individual clearly and distinctly has been given the opportunity to object free of charge, and in an easy manner, to such use of his or her electronic contact details when they are collected by the Group Company.

**Information to be Provided in Each** 9.4 In every direct marketing communication that is made to the Individual, the Individual shall be offered the opportunity to opt-out of further direct marketing communications.

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<b>Objection to Direct Marketing</b>	9.5	If an Individual objects to receiving marketing communications from Yara, or withdraws his or her Consent to receive such communications, Yara will take steps to refrain from sending further marketing communications as specifically requested by the Individual. Yara will do so within the time period required by applicable law.
<b>Third Parties and Direct Marketing</b>	9.6	No Data shall be provided to, or used on behalf of, Third Parties for the Third Parties' own direct marketing purposes without the prior Consent of the Individual.
<b>Personal Data of Children</b>	9.7	Yara shall not use any Personal Data of Children for direct marketing, without the prior Consent of their parent or custodian.
<b>Direct Marketing Records</b>	9.8	Yara shall keep a record of Individuals that used their "opt-in" or "opt-out" right and will regularly check the public opt-out registers in accordance with applicable law.

**Article 10 – Automated Decision Making, including Profiling**

<b>Automated Decisions, including Profiling</b>	10.1	<p>Individuals shall have the right not to be subject to a decision based solely on automated Processing, including profiling, if it produces legal effects for the Individual or similarly affects the Individual. This restriction does not apply if the decision:</p> <ul style="list-style-type: none"><li>(i) is necessary for entering into, or performance of, a contract between the Individual and Yara;</li><li>(ii) is authorized by applicable law and which also lays down suitable measures to safeguard the Individual's rights and freedoms and legitimate interests; or</li><li>(iii) is based on the Individual's explicit consent.</li></ul>
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In the cases referred to in (i) and (iii) above, Yara shall implement suitable measures to safeguard the Individual's rights and freedoms and legitimate interests, at least the right to obtain human intervention, to express his or her point of view and to contest the decision.

Decisions referred to in (i)-(iii) above shall not be based on Sensitive Data, unless Article 3.2 (i) or 3.2 (vi) applies and suitable measures to safeguard



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the Individual's rights and freedoms and legitimate interest are in place.

Article 11 – Transfer of Personal Data to Third Parties

<b>Transfer to Third Parties</b>	11.1	This Article sets forth requirements concerning the transfer of Personal Data from Yara to a Third Party. Note that a transfer of Personal Data includes situations in which Yara discloses Personal Data to Third Parties (e.g., in the context of corporate due diligence) or where Yara provides remote access to Personal Data to a Third Party.
<b>Third Party Controllers and Third Party Processors</b>	11.2	There are two categories of Third Parties: <ul style="list-style-type: none"> <li>(i) <b>Third Party Processors:</b> these are Third Parties that Process Personal Data solely on behalf of Yara and at its direction (e.g., Third Parties that Process online registrations made by Customers);</li> <li>(ii) <b>Third Party Controllers:</b> these are Third Parties that Process Personal Data and determine the purposes and means of the Processing (e.g., Yara Business Partners that provide their own goods or services directly to Customers).</li> </ul>
<b>Transfer for Applicable Business Purposes Only</b>	11.3	Yara shall transfer Personal Data to a Third Party to the extent necessary to serve the applicable Business Purpose (including Secondary Purposes as per Article 2 or purposes for which the Individual has provided Consent in accordance with Article 3.4).
<b>Third Party Controller Contracts</b>	11.4	Third Party Controllers (other than government agencies) may Process Personal Data transferred by Yara only if they have a written or electronic contract with Yara. In the contract, Yara shall seek to contractually safeguard the data protection interests of its Individuals when Personal Data is Processed by Third Party Controllers. All such contracts shall be drafted in consultation with the appropriate Regional Data Privacy Coordinator. Individual Business Contact Data may be transferred to a Third Party Controller without a contract if it is reasonably expected that such Business Contact Data will be used by the Third Party Controller to contact the Individual for legitimate Business Purposes related to the Individual's job responsibilities.
<b>Third Party Processor Contracts</b>	11.5	Third Party Processors may Process Personal Data transferred by Yara only if they have a written or electronic contract with Yara ( <b>Data Processing Agreement</b> ). The contract with a Third Party Processor must include the following provisions: <ul style="list-style-type: none"> <li>(i) the Third Party Processor shall Process Personal Data only in</li> </ul>

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accordance with Yara's instructions and for the purposes authorized by Yara;

- (ii) the Third Party Processor shall keep the Personal Data confidential;
- (iii) the Third Party Processor shall take appropriate technical, physical and organizational security measures to protect the Personal Data;
- (iv) the Third Party Processor shall not permit subcontractors to Process Personal Data in connection with its obligations to Yara without the prior written consent of Yara;
- (v) Yara has the right to review the security measures taken by the Third Party Processor (a) by an obligation of the Third Party Processor to submit its relevant data Processing facilities to audits and inspections by Yara, a Third Party on behalf of Yara or any relevant government authority; or (b) by means of a statement issued by a qualified independent Third Party assessor on behalf of the Third Party Processor certifying that the data Processing facilities of the Third Party Processor used for the Processing of the Personal Data comply with the requirements of the Data Processing Agreement;
- (vi) the Third Party Processor shall promptly inform Yara of any actual or suspected Data Security Breach involving Personal Data; and
- (vii) the Third Party Processor shall take adequate remedial measures as soon as possible and shall promptly provide Yara with all relevant information and assistance as requested by Yara regarding the Data Security Breach.

**Transfer of Data to Third Parties Located Outside the EEA that are not Covered by Adequacy Decisions**

- 11.6 This Article sets forth additional rules for Personal Data that is (a) collected originally in connection with activities of a Group Company located in the EEA; and (b) transferred to a Third Party located in a country, territory or sector outside the EEA that is not covered by an Adequacy Decision. Personal Data may be transferred to such Third Party if there is a legal basis for the transfer in accordance with the GDPR Chapter V, such as one of the following alternatives::
- (i) the Third Party has implemented Binding Corporate Rules or a similar transfer mechanism that provides appropriate safeguards under applicable law;
  - (ii) Yara and the Third Party have provided appropriate safeguards by entering into EU Standard Contractual Clauses (model contract);
  - (iii) Yara and the Third Party have provided appropriate safeguards by entering into Standard Data Protection Clauses adopted by the EU Commission or a DPA;
  - (iv) the Third Party has been certified under the EU-US Privacy Shield or any other similar program that is covered by an Adequacy Decision;

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or

- (v) an approved code of conduct or an approved certification mechanism pursuant to Article 46(1)(e) and (f) of the General Data Protection Regulation (**GDPR**) are provided for.

In specific situations where a transfer cannot be based on (i) to (v) above, transfer may take place on one or more of the following conditions:

- (vi) the transfer is necessary for the performance of a contract between Yara and the Individual or to take necessary steps at the request of the Individual prior to entering into a contract, e.g., for Processing orders;
- (vii) the transfer is necessary for the conclusion or performance of a contract concluded in the interest of the Individual between Yara and a Third Party (e.g., in case of recalls);
- (viii) the transfer is necessary for important reasons of public interest;
- (ix) the transfer is necessary for the establishment, exercise or defense of a legal claim;
- (x) the transfer is necessary to protect a vital interest of the Individual; or
- (xi) the transfer is required by any law to which the relevant Group Company is subject.

Items (vii) and (x) above require the prior approval of the Head of Data Privacy.

**Consent for Transfer**      11.7    If none of the grounds listed in Article 11.6 exist or if applicable local law so requires Yara shall (also) seek the explicit Consent from the Individual for the transfer to a Third Party located in a country outside the EEA that is not covered by an Adequacy Decision.

Prior to requesting Consent, the Individual shall be informed of the possible risks of the transfer due to the absence of an Adequacy Decision and appropriate safeguards. When requesting Consent, the procedure set out in Article 3.4 shall be followed. The requirements set out in Article 3.5 apply to the granting, denial or withdrawal of Individual Consent.

**Transfers Between Group Companies**      11.8    This Article sets forth additional rules for transfers of Personal Data that were collected in connection with the activities of a Group Company located in a country outside the EEA that is not covered by an Adequacy Decision to a Third Party also located in a country outside the EEA that is not covered by

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an Adequacy Decision. In addition to the grounds listed in Article 11.6, these transfers are permitted if they are:

- (i) necessary for compliance with a legal obligation to which the relevant Group Company is subject;
- (ii) necessary to serve the public interest; or
- (iii) necessary to satisfy a Business Purpose of Yara.

**Article 12 – Overriding Interests****Overriding Interests**

12.1 Some of the obligations of Yara or rights of Individuals as specified in Articles 12.2 and 12.3 may be overridden if, under the specific circumstances at issue, a pressing need exists that outweighs the interest of the Individual (**Overriding Interest**). An Overriding Interest exists if there is a need to:

- (i) Protect the legitimate business interests of Yara including
  - (a) the health, security or safety of Employees or Individuals;
  - (b) Yara's intellectual property rights, trade secrets or reputation;
  - (c) the continuity of Yara's business operations;
  - (d) the preservation of confidentiality in a proposed sale, merger or acquisition of a business; or
  - (e) the involvement of trusted advisors or consultants for business, legal, tax, or insurance purposes;
- (ii) Prevent or investigate (including cooperating with law enforcement) suspected or actual violations of law; or
- (iii) Otherwise protect or defend the rights or freedoms of Yara, its Employees or other persons.

**Exceptions in the Event of Overriding Interests**

12.2 If an Overriding Interest exists, one or more of the following obligations of Yara or rights of the Individual may be set aside:

- (i) Article 2.2 (the requirement to Process Personal Data for closely related purposes);
- (ii) Article 6.1 and 6.2 (information provided to Individuals, Personal Data not obtained from the Individuals);
- (iii) Article 7 (rights of Individuals);
- (iv) Articles 8.2 and 8.3 (Staff access limitations and confidentiality requirements); and
- (v) Articles 11.4, 11.5 and 11.6 (ii) (contracts with Third Parties).

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- Sensitive Data** 12.3 The requirements of Article 3.2 (Sensitive Data) may be set aside only for the Overriding Interests listed in Article 12.1 (i) (a), (b), (c) and (e), (ii) and (iii).
- Consultation with Head of Data Privacy** 12.4 Setting aside obligations of Yara or rights of Individuals based on an Overriding Interest requires prior consultation of the Head of Data Privacy. The Head of Data Privacy shall document his or her advice.
- Information to Individual** 12.5 Upon request of the Individual, Yara shall inform the Individual of the Overriding Interest for which obligations of Yara or rights of the Individual have been set aside, unless the particular Overriding Interest sets aside the requirements of Articles 6.1 or 7.1, in which case the request shall be denied.

**Article 13 – Supervision and Compliance**

- Head of Data Privacy** 13.1 Yara International ASA shall appoint a Head of Data Privacy who shall have the following tasks:
- (i) Informing and advising Yara of its obligations pursuant to this Policy;
  - (ii) Monitoring compliance with this Policy in Yara, including the assignment of responsibilities, awareness-raising and training of Staff involved in Processing operations, complaint handling and audits;
  - (iii) Providing advice where requested as regards data protection impact assessments and monitoring their performance where required by applicable law;
  - (iv) Acting as contact point for data protection authorities on issues relating to Processing of Personal Data;
  - (v) Providing regular privacy reports, as appropriate, to the highest executive management level on data protection risks and compliance issues as described in article 16.2;
  - (vi) Establishing and coordinating a Data Privacy Network consisting of representatives from e.g., IT, Legal, HR, Ethics and Compliance selected Regional Data Privacy Coordinators to support the tasks of the Head of Data Privacy;
  - (vii) Maintaining and updating the document "Overview of Group Companies bound by BCR" and keep track of and record any updates to the rules and provide the necessary information to Individuals or DPAs upon request; and
  - (viii) Reporting any substantial changes to the Policy or to the list of Group Companies once a year to the DPAs granting the authorizations with a brief explanation of the reasons justifying the update, cf. Article





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- Regional Data Privacy Coordinators** 13.2 The Head of Data Privacy shall appoint Regional Data Privacy Coordinators who have the following tasks:
  - (i) Informing and advising the Group Companies in the defined region of their obligations pursuant to this Policy;
  - (ii) Monitoring compliance with this Policy in the Group Companies in the defined region;
  - (iii) Participating where appropriate in the Data Privacy Network as described in Article 13.1 (vi);
  - (iv) Be available for requests for privacy approvals or advice as described in Article 7;
  - (v) Provide information relevant to the regular privacy report of the Head of Data Privacy (as required in Article 16.1);
  - (vi) Decide on and notify the Head of Data Privacy of complaints as described in Article 17;
  - (vii) Assist the Head of Data Privacy in the event of official investigations or inquiries by government authorities;
  - (viii) Consulting with the Country Legal Responsible and the Head of Data Privacy on important issues, e.g., related to incidents or where there is a conflict between applicable local law and this Policy as described in Article 20.2; and
  - (ix) Informing the Country Legal Responsible and the Head of Data Privacy of any new legal requirement that may interfere with Yara's ability to comply with this Policy as required by Article 20.3.

- Regional Data Privacy Coordinator with a Statutory Position** 13.3 Where a Regional Data Privacy Coordinator holds his or her position pursuant to law, he or she shall carry out his job responsibilities to the extent they do not conflict with his or her statutory position.

Article 14 – Procedures and Guidelines

- Procedures and Guidelines** 14.1 Yara shall develop and implement notices and procedures to comply with this Policy.
- System Information** 14.2 Yara shall maintain information regarding the structure and functioning of systems and Processes that Process Personal Data.

Article 15 – Training

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**Staff Training**      15.1      Yara shall provide training on the obligations and principles laid down in this Policy, related confidentiality and other privacy and data security obligations to Staff members who have access to or responsibilities associated with managing Personal Data.

**Article 16 – Monitoring and Auditing Compliance**

**Audits**                      16.1      Governance and control of business Processes and procedures that involve the Processing of Personal Data for compliance with this Policy are carried out at different levels of the organization. The Regional Data Privacy Coordinators shall carry out controls and self-assessment audits for review by the Head of Data Privacy. The Head of Data Privacy shall do controls and audits of compliance for review by Corporate Internal Audit.

Corporate Internal Audit shall perform audits of compliance with the Policy as part of its mandate given by the Board of Directors. Corporate Internal Audit performs audits following professional standards of independence, integrity and confidentiality. The corporate audit programme is approved by the Board of Directors. The Head of Data Privacy and the appropriate Regional Data Privacy Coordinators shall be informed of the results of the corporate audits. Upon request a copy of the data privacy audit results will be provided to the Norwegian Data Protection Authority and a Data Protection Authority competent to audit under Article 16.2, according to Yara internal procedures.

**Regular Privacy Report**      16.2      The Head of Data Privacy shall implement appropriate Processes to monitor compliance with this Policy and produce regularly a data privacy report to the highest executive management level on compliance with this Policy, data protection risks and other relevant issues.

Each Regional Data Privacy Coordinator shall provide information relevant to the report to the Head of Data Privacy.

**Mitigation**                      16.3      Yara shall, if so indicated, ensure that adequate steps are taken to address breaches of this Policy identified during the monitoring and auditing of compliance pursuant to this Article 16.

**Article 17 – Procedure for Filing Complaints to Yara**

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**Complaint to the Regional Data Privacy Coordinator** 17.1 Individuals may file a complaint regarding compliance with this Policy or violations of their rights under applicable local law in accordance with the complaints procedure set forth in the relevant privacy policy or contract, or by sending an email to [dataprivacy@yara.com](mailto:dataprivacy@yara.com). The complaint shall be forwarded to the appropriate Regional Data Privacy Coordinator and/or other relevant Yara Employee(s).

The person dealing with the matter shall to the extent required:

- (i) notify the Head of Data Privacy;
- (ii) initiate an investigation; and
- (iii) when necessary, advise the business on the appropriate measures for compliance and monitor, through to completion, the steps designed to achieve compliance.

Yara may consult with any government authority having jurisdiction over a particular matter about the measures to be taken.

**Reply to Individual** 17.2 Within four weeks of Yara receiving a complaint, the appropriate Regional Data Privacy Coordinator shall inform the Individual in writing or electronically either (i) of Yara's position with regard to the complaint and any action Yara has taken or will take in response or (ii) the ultimate date on which he or she will be informed of Yara's position. Provided that Yara has all relevant information to handle the complaint, cf. Article 7.7, such ultimate date shall be no later than eight weeks after the communication was sent to the Individual. The appropriate Regional Data Privacy Coordinator shall send a copy of the complaint and his or her written reply to the Head of Data Privacy.

**Article 18 – Legal Issues**

**Complaints Procedure** 18.1 Individuals are encouraged to first follow the complaints procedure set forth in Article 17 of this Policy before filing any complaint or claim with the competent DPAs or the courts.

**Local Law and Jurisdiction** 18.2 The rights contained in this Article are in addition to, and shall not prejudice, any other rights or remedies that an Individual may otherwise have by law.

In case of a violation of this Policy, the Individual may, at his or her choice, submit a complaint or a claim to the DPA or the courts:

- (i) in the EEA country at the origin of the Personal Data transfer, against the Group Company in such country of origin responsible for the

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relevant data transfer;

- (ii) in Norway, against Yara International ASA; or
- (iii) in the EEA country where the Individual resides or has its place of work, against the Group company being the Controller of the relevant Personal Data.

The DPAs and courts shall apply their own substantive and procedural laws to the dispute. Any choice made by the Individual will not prejudice the substantive or procedural rights he or she may have under applicable law.

**Liability** 18.3 Yara International ASA is responsible for and agrees to take the necessary action to remedy the acts of Group Companies established outside the EEA and to pay compensation in accordance with applicable EU/EEA law, for any damages resulting from the violation of this Policy by Group Companies established outside the EEA.

**Right to Claim Damages and Burden of Proof** 18.4 In case an Individual brings a claim for damages under Article 18.3, such Individual shall be entitled to compensation of damages to the extent provided by applicable EU/EEA law, provided that he or she has suffered actual damages and can establish facts which show that it is plausible that the damage has occurred because of a violation of this Policy.

To the extent permitted by applicable law, the compensation shall be limited to direct damages which exclude, without limitation, lost profits or revenue, lost turnover, cost of capital and downtime cost. It will subsequently be for Yara International ASA to prove that the damages suffered by the Individual due to a violation of this Policy are not attributable to any Group Company established outside the EEA in order to avoid liability.

**Mutual Assistance and Redress** 18.5 All Group Companies shall co-operate and assist each other to the extent reasonably possible to handle:

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

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

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

<b>Advice of the Lead DPA</b>	18.6	Yara shall abide by the advice of the Norwegian Data Protection Authority issued on the interpretation and application of this Policy, and further abide by binding decisions of DPAs competent pursuant to Article 18.2. DPAs competent pursuant to Article 18.2 may conduct audits in order to ascertain Yara's compliance with this Policy.
<b>Mitigation</b>	18.7	Yara International ASA shall ensure that adequate steps are taken to address violations of this Policy by a Group Company.
<b>Law Applicable to this Policy</b>	18.8	This Policy shall be governed by and interpreted in accordance with Norwegian law.

**Article 19 – Sanctions for Non-compliance**

<b>Non-Compliance</b>	19.1	Non-compliance of Staff with this Policy may result in disciplinary action up to and including termination of employment.
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**Article 20 – Conflicts Between the Policy and Applicable Local Law**

<b>Consultation with Head of Privacy</b>	20.1	Where a Group Company has reason to believe that legal requirements prevents the Group Company from fulfilling its obligations under the Policy or has substantial effect on the guarantees provided by the rules, the Regional Data Privacy Coordinator shall consult with the Head of Data Privacy to determine how to comply with this Policy and resolve the conflict.
<b>Notification to Data Protection Authority about Legal Requirements having Substantial Adverse Effect</b>	20.2	<p>Head of Privacy shall notify the Norwegian Data Protection Authority if a legal requirement a Group Company is subject to outside the EEA is likely to have a substantial adverse effect on the guarantees provided by the Policy.</p> <p>The requirement to notify the Norwegian Data protection Authority applies also to any legally binding request for disclosure of personal data by a law enforcement authority or a state security body outside the EEA. The notification shall include information about the data requested, the requesting body and the legal basis for the disclosure.</p>
<b>Demonstration of</b>	20.3	If notifications according to Articles 20.1 or 20.2 are prohibited, e.g.

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Best Effort to Waive Prohibition to Notify

due to a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation, the Group Company shall use its best efforts to obtain the right to waive the prohibition in order to communicate as much information as it can and as soon as possible. The efforts to waive the prohibition shall be documented.

General Annual Report on Requests for Disclosure

20.4 If Yara is not able to notify the competent Data Protection Authority, despite using best efforts according to Article 20.3, Yara shall annually provide general information on the requests it received to the Norwegian Data Protection Authority, including the number of applications for disclosure, type of data requested and requesting entity if possible.

Article 21 – Changes to the Policy

Updates to the Policy

- 21.1 Updates to the Policy or to the list of members of the Policy are possible without having to re-apply for an authorization provided that:
  - (i) the Head of Data Privacy maintains and updates the document “Overview of Group Companies bound by BCR” and keeps track of and record of any updates to the rules and provides the necessary information to Individuals or DPAs upon request, as described in Article 13.1;
  - (ii) no transfer is made to a new member until the new member is effectively bound by the Policy and can deliver compliance;
  - (iii) Yara International ASA notifies the Norwegian Data Protection Authority with a brief explanation of the reasons justifying the update of any changes to the Policy or to the list of Group Companies on a yearly basis.
  - (iv) where a modification would possibly affect the level of protection offered by the Policy or significantly affect the Policy (e.g. changes to the binding character), it must be promptly communicated to the Norwegian Data Protection Authority.

Any changes to this Policy require the prior approval of the Head of Legal of Yara.

Changes without Consent

21.2 This Policy may be changed by Yara International ASA without an Individual's Consent even though an amendment may relate to a benefit conferred on Individuals.

Effective Date of

21.3 Any amendment shall enter into force and take immediate effect after it has been approved in accordance with Article 21.1 and is published on the Yara

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<b>Amendments</b>		company website (public version of this Policy) and Yara Intranet (Pulse).
<b>Governance of Inquiries</b>	21.4	Any request, complaint or claim of an Individual involving this Policy shall be judged against the version of the Policy as it is in force at the time the request, complaint or claim is made.
<b>Article 22 – Transition Periods</b>		
<b>General Transition Period</b>	22.1	Except as indicated below, there shall be a two-year transition period for compliance with this Policy. Accordingly, except as otherwise indicated, within two years of the Effective Date, all Processing of Personal Data shall be undertaken in compliance with the Policy. During the transition period, any transfer of Personal Data to a Group Company under this Policy as a transfer mechanism may only take place to the extent that the Group Company receiving such Personal Data is: (i) compliant with this Policy; or (ii) there is a legal basis for the transfer in accordance with the GDPR Chapter V.
<b>Transition Period for New Group Companies</b>	22.2	Any entity that becomes a Group Company after the Effective Date shall comply with the Policy within two years of becoming a Group Company.
<b>Transition Period for Divested Entities</b>	22.3	A Divested Entity may remain covered by this Policy after its divestment for such period as may be required by Yara to disentangle the Processing of Personal Data relating to such Divested Entity.
<b>Transition Period for IT Systems</b>	22.4	Where implementation of this Policy requires updates or changes to information technology systems (including replacement of systems), the transition period shall be three years from the Effective Date or from the date an entity becomes a Group Company, or any longer period as is reasonably necessary to complete the update, change or replacement Process.
<b>Transition Period for Existing Agreements</b>	22.5	Where there are existing agreements with Third Parties that are affected by this Policy, the provisions of the agreements will prevail until the agreements are renewed in the normal course of business.
<b>Transitional Period for</b>	22.6	Processing of Personal Data that were collected in connection with activities of a Group Company located in a country outside the EEA that is

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Yara Data Privacy Policy for Customer, Supplier and Business Partner Data

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### Local-for-local Systems

not covered by an Adequacy Decision shall be brought into compliance with this Policy within five years of the Effective Date.

### Contact Details

Head of Data Privacy  
c/o Yara International ASA  
Drammensveien 131  
0277 Oslo  
Norway  
Tel: +47 2415 7000



**Process Domain: Legal & Compliance****Knowledge grows****ANNEX 1****Definitions**

<b>Adequacy Decision</b>	ADEQUACY DECISION shall mean a decision issued by the European Commission under Article 45 of the EU General Data Protection Regulation that the third country, a territory or one or more specified sectors within that third country, or the international organization in question ensures an adequate level of data protection.
<b>Archive</b>	ARCHIVE shall mean a collection of Personal Data that are no longer necessary to achieve the purposes for which the Personal Data originally were collected or that are no longer used for general business activities, but are used only for historical, scientific or statistical purposes, dispute resolution, investigations or general archiving purposes. An Archive includes any data set that can no longer be accessed by any Staff other than the system administrator.
<b>Article</b>	ARTICLE shall mean an article in this Policy.
<b>Binding Corporate Rules</b>	BINDING CORPORATE RULES shall mean personal data protection policies according to the General Data Protection Regulation Article 47 which are adhered to by a controller or processor established on the territory of a EEA member state 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, or group of enterprises engaged in a joint economic activity.
<b>Business Contact Data</b>	BUSINESS CONTACT DATA shall mean any data typically found on a business card and used by the Individual in his or her contact with Yara.
<b>Business Partner</b>	BUSINESS PARTNER shall mean any Third Party, other than a Customer or Supplier, that has or has had a business relationship or strategic alliance with Yara (e.g., joint marketing partner, joint venture or joint development partner).
<b>Business Purpose</b>	BUSINESS PURPOSE shall mean a purpose for Processing Personal Data and Sensitive Data as specified in Article 2.
<b>Children</b>	CHILDREN shall mean Individuals under the age of thirteen (13) years.
<b>Consent</b>	CONSENT shall mean any freely given, specific, informed and unambiguous indication of the Individual's wishes by which he or she, by a statement or a clear affirmative action, signifies agreement to the Processing of Personal Data relating to him or her.

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<b>Controller</b>	CONTROLLER shall mean the Group Company which alone or jointly with others determines the purposes and means of the Processing of Personal Data.
<b>Country Legal Responsible</b>	COUNTRY LEGAL RESPONSIBLE (CLR) shall mean the formal legal responsible for the Yara legal entities within a country, as described in the functional description in the Yara steering system: "Country Legal Responsible- Role responsibilities and mandate".
<b>Customer</b>	CUSTOMER shall mean any Third Party that purchases, may purchase or has purchased a Yara product or service.
<b>Customer Services</b>	CUSTOMER SERVICES shall mean the services provided by Yara to Customers to support Yara products and services offered to or in use with their employees or customers. These services may include maintenance, upgrade, replacement, inspection and related support activities aimed at facilitating continued and sustained use of Yara products and services.
<b>Data Privacy Coordinator</b>	DATA PRIVACY COORDINATOR shall mean a Regional Data Privacy Coordinator referred to in Article 13.2.
<b>Data Privacy Network</b>	DATA PRIVACY NETWORK shall mean the network referred to in Article 13.1.
<b>Data Processing Agreement</b>	DATA PROCESSING AGREEMENT shall mean the contract referred to in Article 11.5.
<b>Data Protection Authority or DPA</b>	DATA PROTECTION AUTHORITY or DPA shall mean any data protection authority of one of the countries of the EEA.
<b>Data Security Breach</b>	DATA SECURITY BREACH shall mean a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed.
<b>Policy</b>	POLICY shall mean this Data Privacy Policy for Customer, Supplier and Business Partner Data.
<b>Divested Entity</b>	DIVESTED ENTITY shall mean the divestment by Yara of a Group Company or business by means of:

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- (i) a sale of shares that result in the divested Group company no longer qualifying as a Group Company; and/or
- (ii) a demerger, sale of assets, or any other manner or form.

**EEA** EEA or EUROPEAN ECONOMIC AREA shall mean all Member States of the European Union, plus Norway, Iceland and Liechtenstein.

**Effective Date** EFFECTIVE DATE shall mean the date on which this Policy becomes effective as set forth in Article 1.7.

**Employee** EMPLOYEE shall mean the following persons:

- (iii) an employee, job applicant or former employee of Yara. This term does not include people working at Yara as consultants or employees of Third Parties providing services to Yara; or
- (iv) a (former) executive or non-executive director of Yara or (former) member of the supervisory board or similar body to Yara.

**General Data Protection Regulation (GDPR)** GENERAL DATA PROTECTION REGULATION shall mean Regulation (EU) 2016/679 of the European Parliament and of the Council 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.

**Group Company** GROUP COMPANY shall mean Yara International ASA and all subsidiaries bound by the BCR. This includes any directly or indirectly wholly owned subsidiary of Yara International ASA and other subsidiaries as listed in the document "Overview of Group Companies bound by BCR".

**Head of Data Privacy** HEAD OF DATA PRIVACY shall mean the Head of Data Privacy as referred to in Article 13.1.

**Head of Legal** HEAD OF LEGAL shall mean the Head of Legal of Yara International ASA.

**Individual** INDIVIDUAL shall mean any (employee of or any person working for) Customer, Supplier or Business Partner.

**Original Purpose** ORIGINAL PURPOSE shall mean the purpose for which Personal Data was originally collected.

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<b>Overriding Interest</b>	OVERRIDING INTEREST shall mean the pressing interests set forth in Article 12.1 based on which the obligations of Yara or rights of Individuals set forth in Articles 12.2 and 12.3 may, under specific circumstances, be overridden if this pressing interest outweighs the interest of the Individual.
<b>Personal Data or Data</b>	PERSONAL DATA shall mean any information relating to an identified or identifiable Individual.
<b>Processing</b>	PROCESSING shall mean any operation that is performed on Personal Data, whether or not by automatic means, such as collection, recording, storage, organization, alteration, use, disclosure (including the granting of remote access), transmission or deletion of Personal Data.
<b>Secondary Purpose</b>	SECONDARY PURPOSE shall mean any purpose other than the Original Purpose for which Personal Data is further Processed.
<b>Sensitive Data</b>	SENSITIVE DATA shall mean Personal Data revealing an Individual's racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric data (for uniquely identifying an Individual), health, sex life or sexual orientation
<b>Staff</b>	STAFF shall mean all Employees and other persons who Process Personal Data as part of their respective duties or responsibilities as Employees or individuals under the direct authority of Yara using Yara information technology systems or working primarily from Yara's premises.
<b>Supplier</b>	SUPPLIER shall mean any Third Party that provides goods or services to Yara (e.g., an agent, consultant or vendor).
<b>Third Party</b>	THIRD PARTY shall mean any person, private organization, entity or government body outside Yara.
<b>Third Party Controller</b>	THIRD PARTY CONTROLLER shall mean a Third Party that Processes Personal Data and determines the purposes and means of the Processing.
<b>Third Party Processor</b>	THIRD PARTY PROCESSOR shall mean a Third Party that Processes Personal Data on behalf of Yara that is not under the direct authority of Yara.
<b>Yara</b>	YARA shall mean Yara International ASA and its Group Companies.
<b>Yara International</b>	YARA INTERNATIONAL ASA shall mean Yara International ASA, having its

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ASA registered seat in Norway.

**Process Domain: Legal & Compliance****Knowledge grows****Interpretations****INTERPRETATION OF THIS POLICY:**

- (i) Unless the context requires otherwise, all references to a particular Article or Annex are references to that Article or Annex in or to this document, as they may be amended from time to time;
- (ii) headings are included for convenience only and are not to be used in construing any provision of this Policy;
- (iii) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (iv) the words "include", "includes" and "including" and any words following them shall be construed without limitation to the generality of any preceding words or concepts and vice versa;
- (v) a reference to a document (including, without limitation, a reference to this Policy) is to the document as amended, varied, supplemented or replaced, except to the extent prohibited by this Policy or that other document; and
- (vi) a reference to law or a legal obligation includes any regulatory requirement, sectorial guidance and best practice issued by relevant national and international supervisory authorities or other bodies.