

SUEZ WATER TECHNOLOGIES AND SOLUTIONS

and

SUEZ NORTH AMERICA, INC.

EMPLOYMENT DATA PROTECTION STANDARDS

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EMPLOYMENT DATA PROTECTION STANDARDS

I. OBJECTIVE

The aim of these Employment Data Protection Standards (“Standards”) is to provide adequate and consistent safeguards for the handling of employment data by Suez North America, Inc. (“SNA”), its direct and indirect subsidiaries and all entities within the Suez Water Technologies and Solutions division of Suez S.A. (“SWTS” and together with SNA and its direct and indirect subsidiaries collectively referred to as “Suez”).

II. SCOPE

These Standards apply to all Suez entities that process Employment Data.

Processing refers to any action that is performed on Employment Data, whether in whole or in part by automated means, such as collecting, recording, organizing, storing, modifying, using, disclosing, or deleting such data.

Employment Data are defined as any information about an identified or identifiable person that is obtained in the context of a person’s working relationship with a Suez entity. Such persons include, for example, job applicants, employees (whether temporary or permanent), contingent workers, retirees, and former employees, as well as any dependents or others whose personal data have been given to a Suez entity by such persons.

These Standards do not cover data rendered anonymous or where pseudonyms are used. Data are rendered *anonymous* if individual persons are no longer identifiable or are identifiable only with a disproportionately large expense in time, cost, or labor. The use of *pseudonyms* involves the replacement of names or other identifiers with substitutes, so that identification of individual persons is either impossible or at least rendered considerably more difficult. If data rendered anonymous become no longer anonymous (i.e., individual persons are again identifiable), or if pseudonyms are used and the pseudonyms allow identification of individual persons, then these Standards will again apply.

III. APPLICATION OF LOCAL LAWS

These Standards are designed to provide a uniform minimum compliant standard for every Suez entity with respect to its protection of Employment Data worldwide. Suez recognizes that certain laws may require stricter standards than those described in these Standards. Suez entities will handle

Employment Data in accordance with local law applicable at the place where the Employment Data are processed. Where applicable local law provides a lower level of protection of Employment Data than that established by these Standards, then the requirements of the Standards shall apply. Questions about compliance with local law may be addressed to local Suez business legal counsel.

IV. PRINCIPLES FOR PROCESSING EMPLOYMENT DATA

Suez respects the privacy rights and interests of each individual. Suez entities will observe the following principles when processing Employment Data:

- Data will be processed fairly and lawfully.
- Data will be collected for specified, legitimate purposes and not processed further in ways incompatible with those purposes.
- Data will be relevant to and not excessive for the purposes for which they are collected and used. For example, data may be rendered anonymous when feasible and appropriate, depending on the nature of the data and the risks associated with the intended uses.
- Data will be accurate, and where necessary, kept up-to-date. Reasonable steps will be taken to rectify or delete Employment Data that is inaccurate or incomplete.
- Data will be kept only as long as it is necessary for the purposes for which it was collected and processed.
- Data will be processed in accordance with the individual's legal rights (as described in these Standards or as provided by law).
- Appropriate technical, physical, and organizational measures will be taken to prevent unauthorized access, unlawful processing, and unauthorized or accidental loss, destruction, or damage to data.

V. PURPOSES FOR EMPLOYMENT DATA PROCESSING

Suez processes Employment Data for legitimate human resources, business, and safety/security purposes. Such processing will be conducted within such purpose limitations and in accordance with applicable law. These principal purposes include:

- **Human Resources and Personnel Management:** Human resource processes are activities to maintain a workforce for Suez. Examples include recruiting, delivering pay, managing careers, training, administering employee benefits, complying with applicable legal requirements, and communicating with employees and/or their representatives.
- **Business Process Execution and Management:** Business processes are activities to run the operations of Suez. Examples include scheduling work, managing company assets, and populating employee directories.
- **Safety and Security:** Safety/security processes are activities to ensure

the safety and protection of Suez's workers, resources, and communities. Examples include protecting occupational health and safety and authenticating worker status to authorize access to Suez resources and facilities.

If a Suez entity introduces a new process or tool that will result in the processing of Employment Data for purposes that go beyond the purposes described above, the Suez entity responsible for the new process or tool will ensure that the concerned employees are informed of the new process or tool, the purposes for which the Employment Data are to be used, and the categories of recipients of the Employment Data.

VI. SPECIAL CATEGORIES OF DATA

To the limited extent a Suez entity needs to collect any *Special Data* (such as data containing personal information about racial or ethnic origin, political opinions, religious or political beliefs, trade-union membership, health or medical records, or criminal records), the Suez entity will ensure that the individual is informed of such collection and processing. Where required by law, the person's explicit consent to the processing and particularly to the transfer of such data to non-Suez entities will be obtained. Appropriate security and protection measures (e.g., physical security devices, encryption, and access restrictions) will be provided depending on the nature of these categories of data and the risks associated with the intended uses.

VII. SECURITY AND CONFIDENTIALITY

Suez entities are committed to taking appropriate technical, physical, and organizational measures to protect Employment Data against unauthorized access, unlawful processing, accidental loss or damage, and unauthorized destruction.

Equipment and Information Security

To safeguard against unauthorized access to Employment Data by third parties outside Suez, all electronic Employment Data held by Suez entities are maintained on systems that are protected by secure network architectures that contain firewalls and intrusion detection devices. The servers holding Employment Data are "backed up" (i.e., the data are recorded on separate media) on a regular basis to avoid the consequences of any inadvertent erasure or destruction of data. The servers are stored in facilities with comprehensive security and fire detection and response systems.

Access Security

Suez entities limit access to internal systems that hold Employment Data to a select group of authorized users who are given access to such systems through the use of a unique identifier and password. Access to Employment Data is limited to and provided to individuals for the purpose of performing their job duties (e.g., a human resources manager may need access to an employee's compensation data to conduct salary planning, or a training

manager may need to know the names of those who need certain training and the languages they speak). Decisions regarding such access are made by assigned security administrators. Compliance with these provisions will be required of third-party administrators who may access certain Employment Data, as described in Section IX. *TRANSFERRING DATA*.

Training

Suez will conduct training regarding the lawful and intended purposes of processing Employment Data, the need to protect and keep information accurate and up-to-date, and the need to maintain the confidentiality of the data to which employees have access. Authorized users will comply with these Standards, and Suez entities will take appropriate disciplinary actions, in accordance with applicable law, if Employment Data are accessed, processed, or used in any way that is inconsistent with the requirements of these Standards.

VIII. RIGHTS OF DATA SUBJECTS

Any person may inquire as to the nature of the Employment Data stored or processed about him or her by any Suez entity. Persons will be provided access to Employment Data as is required by law in their home countries, regardless of the location of the data processing and storage. A Suez entity processing such data will cooperate in providing such access either directly or through the employing entity. All such requests for access may be made to the employee's local human resources manager.

If any Employment Data is inaccurate or incomplete, the person may request that the data be amended. It is every person's responsibility to provide Human Resources with accurate Employment Data about him or her and to inform Human Resources of any changes (e.g., new home address or change of name).

If access or rectification is denied, the reason for the denial will be communicated and a written record will be made of the request and reason for denial. In this case the person affected may make use of the dispute resolution processes described in Section XII. *ENFORCEMENT RIGHTS AND MECHANISMS*.

If the person demonstrates that the purpose for which the data is being processed is no longer legal or appropriate, the data will be deleted, unless the law requires otherwise.

IX. TRANSFERRING DATA

Transfers to other Suez affiliates: Suez strives to ensure a consistent and adequate level of protection for Employment Data that are processed and/or transferred between Suez entities and any affiliated entity of Suez S.A. ("Parent"). A transfer of Employment Data to Parent or any affiliate of Parent is considered a transfer between two different entities, which means that even in such "intra-group" cases, a data transfer shall be carried out only if

applicable legal requirements are met and if:

- The transfer is based on a clear business need, and
- The receiving entity provides appropriate security for the data, and
- The receiving entity ensures compliance with these Standards for the transfer and any subsequent processing.

Transfers to non-Suez entities:

- **Selected Third Parties:** At times, Suez entities may be required to transfer Employment Data to selected external third parties that they have hired to perform certain employment-related services on their behalf. These third parties may process the data in accordance with the Suez entity's instructions or make decisions regarding the data as part of the delivery of their services (e.g., to assess eligibility for a disability benefit). In either instance, Suez entities will select reliable suppliers who undertake, by contract or other legally binding and permissible means, to put in place appropriate security measures to ensure an adequate level of protection. Suez entities will require external third-party suppliers to comply with these Standards or to guarantee the same levels of protection as Suez when handling Employment Data. Such selected third parties will have access to Employment Data solely for the purposes of performing the services specified in the applicable service contract. If a Suez entity concludes that a supplier is not complying with these obligations, it will promptly take appropriate actions.
- **Other Third Parties:** Suez entities may be required to disclose certain Employment Data to other third parties: (1) as a matter of law (e.g., to tax and social security authorities); (2) to protect Suez's legal rights (e.g., to defend a litigation suit); or (3) in an emergency where the health or security of an employee is endangered.

X. DIRECT MARKETING

Suez entities do not disclose Employment Data to entities outside Suez for use in marketing products or services to Suez workers. Suez does not use non-work contact data (e.g., home address or telephone number) to offer products or services to a Suez worker for personal or familial consumption without his or her prior consent. Further, Suez will not use workplace contact data (e.g., work address or work e-mail address) to offer products or services, unless (1) prior written approval has been obtained from chief human resources officer for SNA or SWTS (as applicable); and (2) recipients are given an opportunity to opt-out of receiving such communications.

The restrictions in this section apply only to contact data obtained in the context of a working relationship with Suez. They do not apply to contact data obtained in the context of a consumer or customer relationship. In

addition, in the United States or elsewhere where permitted by law, Suez may communicate information to Suez workers about employee benefits or about Suez-supported charitable programs (e.g. United Way in the U.S.).

XI. AUTOMATED DECISIONS

Some countries regulate the making of Automated Decisions, which are decisions about individuals that are based solely on the automated processing of data and that produce legal effects that significantly affect the individuals involved.

Except in very limited circumstances (e.g., the initial screening of some job seekers who express interest through online channels), Suez entities do not make Automated Decisions to evaluate workers or for other purposes. If Automated Decisions are made, affected persons are entitled to understand the logic and express their views on the Automated Decision in question.

XII. ENFORCEMENT RIGHTS AND MECHANISMS

All Suez entities will ensure that these Standards are observed. All persons who have access to Employment Data must comply with these Standards. In some countries, violations of data protection regulations may lead to penalties and/or claims for damages.

If at any time, a person believes that Employment Data relating to him or her has been processed in violation of these Standards, he or she may report the concern to a Human Resources manager or to an ombudsperson at the Suez site, at the relevant Suez entity's headquarters, or to other individuals as identified in employee handbooks or other employment related materials issued by Suez.

If the concern relates to an alleged violation of these Standards by a Suez entity located in a country other than that of the person or the exporting Suez entity, he or she may request the assistance of the exporting entity. That Suez entity will assist him or her in investigating the circumstances of the alleged violation. If the violation is confirmed, the exporting and importing entities will work together with any other relevant parties to resolve the matter in a satisfactory manner, consistent with the provisions of these Standards.

The processes described in these Standards supplement any other remedies and dispute resolution processes provided by Suez and/or available under applicable law.

XIII. AUDIT PROCEDURES

To further ensure enforcement of these Standards, Suez will identify Employment Data procedures that should be audited. For this purpose, Suez may engage its Corporate Audit Staff, who are independent of the business lines of management. Reports of the audit findings will be submitted to senior level management of Suez for review and response.

XIV. COMMUNICATION ABOUT THE STANDARDS

In addition to the training on these Standards, Suez will communicate these Standards to current and new employees.

XV. MODIFICATIONS TO THE STANDARDS

Suez reserves the right to modify these Standards as needed, for example, to comply with changes in laws, regulations, Suez practices and procedures, or requirements imposed by data protection authorities.

XVI. OBLIGATIONS TOWARD DATA PROTECTION AUTHORITIES

Suez will respond diligently and appropriately to requests from data protection authorities about these Standards or compliance with applicable data protection and privacy laws and regulations. Suez employees who receive such requests should contact their local Human Resources manager or business legal counsel. Suez will, upon request, provide data protection authorities with names and contact details of relevant contact persons. With regard to transfers of Employment Data between Suez entities, the Parent or any affiliate of Parent the importing and exporting Suez entities will (i) cooperate with inquiries from the data protection authority responsible for the entity exporting the data, and (ii) respect its decisions, consistent with applicable law and due process rights.

ADDENDUM

Rights and Obligations with Respect to Employment Data Collected Within the EU/EEA and Processed Elsewhere

In addition to any rights and obligations that are set forth in the Suez Water Technologies and Solutions and Suez North America, Inc. Employment Data Protection Standards (“Standards”) or that otherwise exist, the following principles established in light of Directive 95/46/EC (“European Data Protection Directive”) will apply to Employment Data collected by Suez entities in the European Union/European Economic Area and processed elsewhere. In jurisdictions where this Addendum applies, the enforcement rights and mechanisms mentioned in the Standards also apply to the provisions of this Addendum. The following are not intended to grant employees further rights or establish further obligations beyond those already provided under the European Data Protection Directive:

1. Employees may object to the processing of Employment Data about them on compelling legitimate grounds relating to their particular situation. This might occur, for instance, if the employee’s life or health is at risk due to the processing of the data. This provision shall not apply if the processing is (i) required by law, (ii) based on the employee’s individual consent, or (iii) necessary to fulfill a contractual obligation between the employee and Suez.
2. After exhausting appropriate internal dispute resolution processes, employees may seek compensatory damages from a Suez entity for loss or damage to them caused by a violation of the Standards (including the provisions of this Addendum) by the Suez entity. The Suez entity shall not be liable for damages if it has observed the standard of care appropriate in the circumstances.
3. If a Suez entity within the EEA transfers Employment Data to a Suez entity located outside the EEA and if the Suez entity outside the EEA violates any provision of these Standards relating to Employment Data which had been collected within the EEA, the Suez entity having exported such Employment Data shall put the employee in a position as if the Suez entity exporting the Employment Data had committed the violation, and Suez will accept jurisdiction of the exporting entity’s country so that the employee may bring a claim there with respect to such violation.
4. If any terms or definitions used in the Standards are ambiguous, the definitions established under applicable local law within the relevant EU/EEA member state shall apply or where there are no such definitions under applicable local law, the definitions of the European Data Protection Directive shall apply.