



***MICHELIN GROUP PRESCRIPTIONS TO
SUPPLIERS PRIVACY***

15.03.2021

OPERATIONAL PURCHASING DIRECTION

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1. INTRODUCTION

When proposing or providing services or goods to Michelin, any service or product provider/supplier (the "Supplier") will be particularly committed to meeting and maintaining the highest standards in terms of respect of applicable privacy laws and regulations, either directly or indirectly through any subcontractors or suppliers and will cause any of its subcontractors to do the same.

Within the framework of its business relationships with Michelin and all related activities, the Supplier may need to collect and process, in various ways, personal data either as a data controller or as a data processor.

This Michelin Group Prescriptions to Suppliers (Privacy) ("Michelin Prescription") sets out Michelin's minimum requirements in terms of personal data protection that any Supplier undertakes to meet and comply with throughout the term of its business relationship with Michelin (i) in order to be down selected and (ii) when performing any service for Michelin.

This Michelin Prescription does not aim at replacing any applicable national laws or regulations. It supplements any applicable national data privacy legislation and any specific obligation set out in any bilateral agreement between Michelin and the Supplier. National law or regulations shall take precedence over this Michelin Prescription in case of a conflict between this Michelin Prescription and the relevant national law or regulations provided that the relevant national law or regulations are stricter than this Michelin Prescription.

The Michelin Prescriptions are available at <https://purchasing.michelin.com/en/document-area/> and/or on Supplier's demand at Michelin.

The Supplier acknowledges that Michelin may modify, at its discretion, from time to time the Michelin Prescriptions so that they can evolve consistently with Michelin's requirements and agrees to be bound by the terms of the Michelin Prescriptions as modified, provided that Michelin notifies and provides to the Supplier the new version ((such notification being made by any means at Michelin's discretion as long as it is a push information such as website, emails, etc...)) at least sixty (60) days prior to such Michelin Prescriptions effective date. For the avoidance of doubt, any reiteration by Michelin of applicable Laws and Regulations shall not be construed as a Michelin's modification to the Michelin Prescriptions. The new version of the concerned Michelin Prescriptions will be deemed accepted on the effective date of the new version of the concerned Michelin Prescriptions. If the Supplier demonstrates that the modifications of the Michelin Prescriptions have a material adverse impact on the Supplier for its performance of the Services, then the Supplier shall notify Michelin before the effective date of the modification. In such case Michelin may, at its sole discretion, either (i) withdraw the application of such update to the Agreement in which case the previous version of the Michelin Prescriptions will apply to the Agreement, or (ii) pronounce termination of the Agreement as of right ("de plein droit") before the effective date of the new version of the concerned Michelin Prescriptions.

2. LEGITIMATE AND PROPORTIONATE USE OF PERSONAL DATA

The Supplier only processes personal data in the context of its business relationship with Michelin for specific, explicit and legitimate purposes when it acts as data controller.

The Supplier only processes personal data in compliance with Michelin's instructions for the performance of the services or the completion of a RFP process when it acts as Michelin's data processor.

3. PROTECTION BY DESIGN AND BY DEFAULT

The Supplier will consider, with regard to tools, products or services, the principles of data protection by design and by default. The Supplier will implement technical and organizational measures, at the earliest stages of the design of the processing operations, in such a way that safeguards privacy and data protection principles from the start ('data protection by design'). By default, the Supplier shall ensure that personal data is processed with the highest privacy protection so that by default, parameters and/or processes are implemented to protect personal data ('data protection by default').

4. CONDITIONS OF COLLECTION AND PROCESSING OF ANY PERSONAL DATA

In all cases, the Supplier will only collect and process personal data in a manner that is strictly necessary, adequate, pertinent, proportionate, consistent and compatible with the purposes for which they are intended as instructed by Michelin when the Supplier is acting as a data processor and for the proper performance of the services.

The Supplier, when acting as a data controller, will only collect and process personal data in compliance with a legitimate ground and in all cases will inform the data subject at the time the data is collected or beforehand of the required information set out by applicable national laws.

In any event, the Supplier shall take all the necessary measures to ensure that the personal data processed are accurate and up to date by reference to the purpose for which they are collected and processed.

5. ACCESS TO PERSONAL DATA

Access to personal data is restricted to the Supplier's employees or to employees of service providers/partners who need to have access to such data on a strict "need to know basis" and who are committed to respect the security and confidentiality of such personal data in the conditions set out in the Michelin Group Prescription (Personnel).

The Supplier has implemented a strict access management policy as regards persons who are authorized to access personal data and closely monitors and manages such access.

6. RECIPIENTS OF PERSONAL DATA

The Supplier may need to use suppliers or partners for the provision of the services to Michelin.

The use of such suppliers or partners by the Supplier will be subject to Michelin prior information and approval, to the respect by such third parties of security and confidentiality obligations equivalent to the ones set out between Michelin and the Supplier and shall be limited to what is necessary for the purpose of the provision of the services.

The Supplier also undertakes not to sell, rent or transfer the personal data of its customers, suppliers and partners to third parties without Michelin prior consent, unless in the event of a judicial or administrative decision or other obligation requiring the company to comply with the applicable legislation, and to protect Michelin's rights and property.

7. A LIMITED DATA RETENTION PERIOD

The Supplier will not keep the personal data any longer than needed - in terms of the purposes for which they were collected - or any longer than the period provided for by the relevant legislation in force.

The Supplier also undertakes to destroy, or if appropriate, according to Michelin's instructions, to return to Michelin within thirty (30) days of Michelin's request the personal data provided and/or materials containing them and in the case of destruction, certify in writing, on reasonable notice, that such destruction has taken place. Should the law prevent the Supplier to return and/or delete all of the said personal data, the Supplier shall anonymize or pseudo-anonymize them depending on the nature of the legal obligations applicable and shall guarantee the confidentiality of the said data and undertakes not to actively process them anymore.

8. RIGHT TO ACCESS, MODIFY, RESTRICTION OF PROCESSING, DELETE AND OBJECT

At any time, Michelin may ask the Supplier to give data subject (i) access to its personal data, (ii) the right to modify, update, restriction of processing or the right to delete these data, (iii) the right to be forgotten, (iv) the right to data portability, (v) the right to object - for legitimate reasons - to the data being processed by the Supplier. The Supplier has implemented and will maintain/upgrade the necessary means to ensure it can respond to the various requests made during the processing operations and within the time-frames provided for by applicable law. The Supplier shall also inform Michelin of any direct request by the data subjects to that effect.

9. DATA SECURITY

The Supplier shall pay particular attention to the security of personal data. Since the Supplier is keen to build long-term relationships based on trust, mutual respect and shared values as regards social responsibility, the Supplier is thus implementing (and shall further maintain and upgrade) technical and organizational protection measures to protect the confidentiality, security and integrity of personal data - adapted to the level of data sensitivity - and to protect the data against intrusion, malicious action, loss, alteration or disclosure to unauthorized third parties. Michelin shall be entitled to conduct audit in order to check the compliance of the Supplier with its obligation, either on site or on the basis of appropriate documentation and certification.

10. INTERNATIONAL TRANSFERS OF PERSONAL DATA

The Supplier understands that it is critical for Michelin to have visibility as to the location of any processing of personal data (location of data storage and location of people having access to such personal data) operated by the Supplier or any of its service providers and/or partners.

When the Supplier needs to transfer personal data for the purpose of the performance of the services, it must inform Michelin thereof beforehand and such transfer is subject to Michelin prior consent, and then do it in accordance with the relevant data protection laws.

If required by the local legislation or the supervisory authority, the transfer of personal data shall be subject to a prior authorization of the competent supervisory authority.

Nota Bene: when the Supplier, acting as data processor, needs to transfer personal data from the EU to a country outside the EU, Michelin's policy is to conclude a data transfer agreement in the form and according to the procedures set out in the decision of the European Commission dated 5 February 2010 regarding standard contractual terms for the transfer of Personal Data to processors established in third countries (or any revised decision).

11. PERSONAL DATA BREACH

The Supplier declares that it understands that any breach to the data protection laws may impose obligations on Michelin, including notifications to the data subject and to the supervisory authorities regarding the said breaches.

The Supplier shall inform Michelin at the earliest opportunity of any proven or suspected breach of personal data or any breach of the security leading to, in an accidental or unlawful manner, the deletion, loss, alteration, unauthorized disclosure of the personal data transmitted, stored or processed in any other manner, or the unauthorized access to such data.