

Ball Corporation Terms of Use and Privacy Policies

Thank you for your visit to our website. Ball Corporation, its subsidiaries and affiliates, appreciates your interest in our company and our products. The following Terms of Use and Privacy Policies apply to the use of this website. Please click on the Terms of Use and Privacy Policies below for more information.

1. **Terms of Use – General**: Addresses general information regarding all Ball websites, content of the websites, trademarks, warranties, and general terms of use and topics.
 - a. **Terms of Use – Employee Portal**: Supplements the Terms of Use – General with information specific to the terms of use for the Employee Portal.
 - b. **Terms of Use – Customer Portal**: Supplements the Terms of Use – General with information specific to the terms of use for the Customer Portal.

2. **Privacy Policy – General**: Provides information regarding Ball’s general policies relating to protecting personal data, information Ball collects in connection with your use of this website, your interactions with Ball, who to contact if you have additional questions, and other related matters.
 - a. **Privacy Policy – Applicants**: Supplements the Privacy Policy – General with information specific to how Ball uses information processed during the employment application process.
 - b. **Privacy Policy – Employees**: Supplements the Privacy Policy – General with information specific to how Ball uses information processed during the employment relationship.
 - c. **Privacy Policy – Retirees & Beneficiaries**: Supplements the Privacy Policy – General with information specific to how Ball uses information after an employee’s retirement from Ball.
 - d. **Privacy Policy – Customers, Vendors, & Suppliers**: Supplements the Privacy Policy – General with information specific to how Ball uses information processed during commercial transactions.

3. **Cookie Policy**: Provides information regarding “cookies” used by Ball, which cookies are required, and which cookies are optional.

By using this website, you agree to the Terms of Use and Privacy Policies. If you do not agree with the Terms of Use & Privacy Policies, you must refrain from using the website.

If you would like to exercise your preferences or learn more about how your information is collected and used by Ball, please submit a “Personal Data Inquiry” through the “General Inquiry Form” located [here](#).

All rights reserved. All text, images, graphics, sounds, animations, videos, and other media, including their arrangement on this website are subject to copyright and other laws protecting intellectual property. The content of this website may not be copied, distributed, modified, or made available to third parties without the express written consent of an authorised representative of Ball Corporation. This website may contain pictures subject to third party copyright.

Terms of Use – General

1. **Introduction:** The following Terms of Use apply to any visitor or user (hereinafter referred to as “You”) of the website located at www.ball.com, as well as any websites that are provided by, owned, or operated by Ball Corporation and its subsidiaries and affiliates, (singularly and collective “Ball”) (all websites are singularly and collectively referred to as the “Site”). The Site is for informational purposes only. By using the Site or downloading materials from the Site, you agree to abide by these Terms of Use, the Privacy Policy, and the Cookie Policy, all of which may be accessed [HERE](#). If you do not agree to abide by these Terms of Use and the Privacy Policy, you are prohibited from using or interacting with the Site.

2. **Limited Licence:** The Site and its contents, including but not limited to information, layout, presentation, documents, and any other information found on the Site (collectively referred to as “Content”) are copyrighted and protected by worldwide copyright and other intellectual property laws. You agree to comply with all copyright laws and other intellectual property laws worldwide in your use of this Site. Except as expressly provided herein, Ball does not grant any express or implied right or licence to you under any patents, trademarks, copyrights, trade secrets, or other intellectual property and retains all rights related thereto. Subject to these Terms of Use, Ball grants you a non-exclusive, non-transferable, indivisible, limited licence to access, use, and display this Site and its Contents for your personal, non-commercial use.

3. **Trademarks:** BALL, the Ball logo, and the names of Ball products are trademarks or registered trademarks of Ball Corporation or its affiliates, as applicable. All rights reserved.

4. **Disclaimer:** THIS SITE AND ITS CONTENTS ARE PROVIDED “AS IS” WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND, AND ALL WARRANTIES ARE EXCLUDED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR ANY PARTICULAR PURPOSE. SOME JURISDICTIONS DO NOT ALLOW FOR THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

THE MATERIALS MAY CONTAIN INACCURACIES AND TYPOGRAPHICAL ERRORS. BALL DOES NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE MATERIALS OR THE RELIABILITY OF ANY ADVICE, OPINION, STATEMENT, OR OTHER INFORMATION DISPLAYED OR DISTRIBUTED THROUGH THE SITE. YOU ACKNOWLEDGE THAT IF YOU RELY ON ANY SUCH OPINION, ADVICE, STATEMENT, MEMORANDUM, OR INFORMATION, IT SHALL BE AT YOUR SOLE RISK. BALL RESERVES THE RIGHT, IN ITS SOLE DISCRETION AND WITHOUT OBLIGATION, TO CORRECT ANY ERRORS OR OMISSIONS IN ANY PORTION OF THE SITE. BALL MAY MAKE ANY OTHER CHANGES TO THE SITE, THE MATERIALS AND PRODUCTS, PROGRAM, SERVICES, OR PRICES (IF ANY) DESCRIBED IN THE SITE AT ANY TIME WITHOUT NOTICE.

5. **Third Party Websites & Content:** This Site may contain links to websites operated by other entities or third party content that are not under the control of Ball. If you use the third party websites or third party content, you may leave this Site. If you decide to visit any linked website or third party content, you do so at your own risk and it is your responsibility to take all protective measures to guard against viruses or other destructive elements. Ball makes no warranty, representation, or endorsement of or regarding any linked website or the information appearing thereon or any of the products or services described thereon.

Ball’s inclusion of third party website links or third party content on the Site does not constitute, and shall not be construed to constitute, Ball’s endorsement, authorization of, sponsorship of, or relationship with any third party website or third party content. Furthermore, the inclusion of third party website links or third party content does not constitute, and shall not be construed to constitute, a representation that any linked site is authorized to use any

trademark, trade name, logo, or copyright symbol of Ball or any of its affiliates or subsidiaries.

You agree to defend and hold Ball harmless from any and all liability that may result from your use or reliance upon third party websites or third party content.

6. **External Links to the Site:** Creating external links to this Site is prohibited without the express, written permission from an authorised representative of Ball. Written authorisation to create external links to this Site is at the sole discretion of Ball.

7. **Restrictions:** You are prohibited from submitting any information to the Site that is false, misleading, or inaccurate as further described below in Section 7: Information Provided by You.

a. **Automated Means of Use:** In addition, you are prohibited from using any “deep-link”, “page-scrape”, “robot”, “spider,” or other automatic or automated device, program, algorithm, methodology, or similar or equivalent manual process, to access, acquire, copy, or monitor any portion of this Site or its Content. This applies to the reproduction, acquisition, or presentation of the Contents.

b. **Interruption & Unauthorised Access:** You agree not to interrupt or attempt to interrupt the operations of the Site in any way, or gain unauthorised access to the Sites features, systems, programs, networks, Contents, or other related items that are connected, displayed, or used in connection with this Site. Such prohibited conduct includes but is not limited to “hacking”, password “mining”, breach the security of the Site, test the vulnerability of the Site, impose an unreasonable or disproportionately large load of traffic or data on the infrastructure of the Site or Ball’s networks or systems, or other activities or means to interrupt or gain unauthorised access to the Site.

c. **Export & Trade Controls:** You agree not to import, export, re-export, or transfer, whether directly or indirectly, any part of this Site or any information provided herein in violation of all United States of America, foreign, or other applicable laws and regulations.

8. **Information Provided by You:**

a. **Consent for Use of Information:** By using this Site, you consent to Ball’s use of information relating to your use of the Site, and all information you submit through this Site. Information obtained is governed by the Site’s Terms of Use, Privacy Policy, and Cookie Policies, all of which may be accessed [HERE](#).

b. **Confidential or Proprietary Information:** Ball requires that you do not send confidential or proprietary information to Ball via the Site. You agree that any information or materials that you or individuals acting on your behalf provide to Ball via the Site are not confidential or proprietary. If you send confidential or proprietary information to Ball via the Site, you agree to indemnify, defend, and hold harmless Ball from and against any and all claims, suits, damages, costs, and other expenses (including attorneys’ fees) that arise directly or indirectly from you sending the information, as further explained below in Section 9.

c. **Accuracy of Information:** You represent and warrant that any information you have provided to Ball through the Site is true, accurate, current, and complete.

d. **Licence to Use:** By providing any information or materials to Ball through the Site, whether or not it is confidential or proprietary, you grant to Ball an unrestricted, irrevocable, worldwide, royalty-free licence to use,

reproduce, display, publicly perform, transmit, and distribute such information and materials, and you further agree that Ball is free to use any idea, concepts, or know-how that you or individuals acting on your behalf provide to Ball.

e. **Appropriate Content & Submissions**: You are prohibited from submitting information or materials to Ball that are defamatory, threatening, obscene, harassing, or otherwise unlawful, or that incorporates the proprietary material of another. You warrant that you will not submit such information by your use of this Site.

f. **Cookies**: The Company may use a technology called “cookies”, which help us provide you with tailored information. A “cookie” is a set of data that a website server stores on your computer which enables websites to recognise your computer and to store your entries as you move from page to page. Cookies also track how often you visit a specific website from the same computer. For more information, please see Ball’s complete Cookie Policy [HERE](#).

9. **Data Protection**: Ball is committed to protecting personal data of all persons with whom we interact. Ball has taken both technical and organizational measures to ensure that the personal data the Company processes is reasonably protected. For more information about data protection policies and procedures, please consult Ball’s Privacy Policy located [HERE](#).

10. **Indemnity**: YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS BALL, ITS OFFICERS, EMPLOYEES, DIRECTORS, AGENTS, SUPPLIERS, AND ANY OTHER PARTY INVOLVED IN THE DEVELOPMENT OR MAINTENANCE OF THIS SITE AND ITS CONTENTS FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, DAMAGES, COSTS, AND OTHER EXPENSES (INCLUDING ATTORNEYS’ FEES) THAT ARISE DIRECTLY OR INDIRECTLY FROM YOUR USE OF THIS SITE, YOUR USE OF THE CONTENTS OF THIS SITE, YOUR BREACH OF THESE TERMS OF USE, OR YOUR SUBMISSIONS OR POSTINGS THROUGH THIS SITE.

11. **Limitations of Liability**: IN NO EVENT SHALL BALL OR ANY OF ITS AFFILIATES OR SUBSIDIARIES BE LIABLE TO ANY ENTITY FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, OR OTHER DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION OR PROGRAMS OR OTHER DATA, THAT ARE RELATED TO THE USE OF, OR THE INABILITY TO USE, THE CONTENT, MATERIALS, AND FUNCTIONS OF THE SITE OR ANY LINKED WEBSITE, EVEN IF BALL IS EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. **Changes**: Ball reserves the right, in its sole discretion, to change, modify, add, or remove any portion of these Terms of Use in whole or in part, at any time with or without advance notice. Changes in these Terms of Use will be effective when notice of such change is posted. Your continued use of the Site after any changes to these Terms of Use are posted will be considered acceptance of those changes.

Ball may terminate, change, suspend, or discontinue any aspect of this Site, including the availability of any features of the Site, at any time with or without advance notice. Ball may restrict your access to parts or all of the Site with or without advance notice or liability. Ball may terminate the authorization, rights, and licence given above.

13. **Digital Millennium Copyright Act Compliance**: If you have any concerns relating to copyrights as a result of the information on this Site, we ask that you contact us as soon as possible. We are committed to complying with the Digital Millennium Copyright Act (17 U.S.C. § 512). If you have complaints or objections to the content of this Site, please contact:

General Counsel
Ball Corporation
10 Longs Peak Drive
Broomfield, CO 80021

You must include the following information when submitting a concern or complaint relating to copyrights:

- a. A physical or digital signature of the owner or a person authorised to act on behalf of the owner (“Complainant”) of an exclusive right that is alleged to have been infringed;
- b. Identification of the copyrighted work or the copyrighted works (if multiple works) alleged to have been infringed;
- c. Identification of the material that is alleged to infringe or to be the subject of infringing activity, and that is to be removed or access to which is to be disabled;
- d. Sufficient information to enable Ball to locate the identified material;
- e. Sufficient information to enable Ball to contact the Complainant, including for example, address, telephone number, and email address;
- f. A statement that the Complainant has a good faith basis to allege that the material is not authorised by the copyright owner, its agent, or the law; and
- g. A statement affirming that the information provided in the notification is accurate, under penalty of perjury, that the Complainant is the owner or is an authorised party to act on behalf of the owner of an exclusive right that is allegedly infringed.

14. **Governing Law:** This Site is controlled, operated, and administered by Ball from its offices within the United Kingdom. Ball makes no representation that materials at this Site are appropriate or available for use at other locations outside the Europe, Middle East and Africa Region. Access to the Site from territories where the contents of the Site are illegal is prohibited. If you access this Site from a location outside the applicable region, you are solely responsible for compliance with all local laws.

These Terms of Use shall be governed by the laws of the United Kingdom without giving effect to conflict of law principles.

15. **Entire Agreement:** These Terms of Use constitute the entire agreement between Ball and you with respect to your use of this Site. Any cause of action you may have with respect to your use of the Site must be commenced within one (1) year after the claim or cause of action arises. If for any reason a court of competent jurisdiction finds any provision of these terms and conditions or any portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of these terms and conditions, and the remaining provisions of the Terms of Use shall continue in full force and effect.

Terms of Use – Employee Portal

1. **Introduction:** This Terms of Use – Employee Portal provides additional information that is specific to the use of the Ball employee portal and Ball internal communication tools and equipment. The Terms of Use – Employee Portal incorporates the Terms of Use – General. Please be sure to review the Terms of Use – General carefully as it contains important terms and conditions relating to your use of any Ball website as defined therein.

To the extent that the Terms of Use – General and the Terms of Use – Employee Portal conflict, the Terms of Use – Employee Portal supersedes the Terms of Use – General as it applies your use of Ball’s employee portal and internal communication tools.

2. **General Description of the Employee Portal:** The Employee Portal is provided to Ball employees, contingent workers, and other similar individuals for internal communications, news, updates, and resources. It facilitates work-related communications and interactions relevant to Ball operations and environment.

3. **Ball Policies:** Use of the Employee Portal must comply with these Terms of Use – Employee Portal, Ball’s Global Data Privacy Policy, and other Ball policies as further described below. All Ball policies apply to all postings, communications, and interactions on the Employee Portal. The following list includes several, but not all, policies that apply to your use of the Employee Portal. Violation of these policies, or other Ball policies that are not listed here, may result in disciplinary action up to and including termination of employment.

a. Human Resource Policies:

- i. Respect in the Workplace Policy (Global);
- ii. Prohibition of Discrimination, Harassment, and Retaliation (Region specific);
- iii. Employee Conduct & Discipline (Region specific); and
- iv. Employment Related Conflicts of Interest (Global).

b. Information Technology:

- i. Appropriate Use (Global);
- ii. Asset Management (Global);
- iii. Confidentiality (Global); and
- iv. Information Security (Global).

c. Compliance & Regulatory:

- i. Global Data Protection (Global); and
- ii. Workplace Threats and Violence.

d. Corporate Relations:

- i. Public Affairs (Global);
- ii. Public Relations (Global); and
- iii. Social Media Activity (Global).

Ball policies, including those listed above, may be obtained through the Employee Portal or from your human resource representative. If you have questions regarding these policies, please contact your human resource representative.

4. **Reporting Concerns:** The Employee Portal is a place to collaborate with other Ball employees, contingent workers, and other similar individuals in fulfilling job responsibilities and duties. The Employee Portal is not intended, and shall not be used, to raise concerns regarding the work environment. The Portal is not equipped with the tools to address these types of concerns and does not adequately address privacy concerns as required by local laws.

Instead, Ball has established policies and procedures for reporting concerns regarding the workplace. If an employee,

contingent worker, or other individual would like to report inappropriate conduct in the workplace, violations of policies, or other similar concerns, please report those concerns through established policies and channels. If you have questions, please consult Ball's Respect in the Workplace policy for general guidance on how to report concerns to the Company. You may also consult with the human resource representative or another member of management.

Terms of Use – Customer Portal

1. **Introduction:** This Terms of Use – Customer Portal provides additional information that is specific to the use of the Ball Customer Portal. The Terms of Use – Customer Portal hereby incorporates the Terms of Use – General by reference. To the extent that the Terms of Use – General and the Terms of Use – Customer Portal conflict, the Terms of Use – Customer Portal supersedes the Terms of Use – General only as it applies your use of the Customer Portal (“Customer Portal” or “Service”).

2. **Customer Portal:** Ball offers the Customer Portal to facilitate interactions with its customers and clients and to improve customer service. To ensure the Customer Portal achieves this purpose, accurate and current information is critical. In exchange for using the Service, you agree to:

- a. Provide true, accurate, current, and complete information about yourself as prompted by the Customer Portal’s registration form (the “Registration Data”), and
- b. Maintain and promptly update the Registration Data to keep it true, accurate, current, and complete.

If you provide any information that is untrue, inaccurate, not current, or incomplete, or if Ball suspects that the information you have provided is untrue, inaccurate, not current, or incomplete, Ball may suspend or terminate your account and refuse any and all current or future use of the Customer Portal at its sole discretion, or any portion thereof.

5. **Access to the Service:** You will receive a username and password upon completing the Service’s registration process. You are required to maintain the confidentiality of your username and password through commercially reasonable means. You are solely responsible for all activities that are made through your username and password. To the extent that you believe that your username and password are compromised, you agree to:

- a. Immediately inform your Ball contact of any possible unauthorised use of your username and password;
- b. Immediately inform your Ball contact of any possible breach of your organization’s security that may compromise the integrity of your username and password; and
- c. Logout from your account at the end of every session in which you use the Service.

Ball is not liable for any loss, liability, or damage arising from the compromise of, or unauthorised use, of your username and password.

6. **Content Submitted:** All information, data, text, software, music, sound, photographs, graphics, video, messages, or other material (“Content”), whether publicly posted or privately transmitted, are the sole responsibilities of the person from which such Content originated. Ball is not responsible for any Content that you upload, post, email, or otherwise transmit via the Service. You agree not to use the Service for any prohibited purpose, including but not limited to:

- a. Uploading, posting, emailing, or otherwise transmitting any Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, libellous, slanderous, vulgar, obscene, invasive of another’s privacy, hateful, racially objectionable, ethnically objections, or otherwise objectionable;
- b. Harm minors in any way;
- c. Impersonate any person or entity, including but not limited to, Ball, a Ball official, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- d. Forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Service;
- e. Transmit any Content that you do not have a right to transmit under any law or under contractual or fiduciary obligations (e.g., inside information, proprietary and confidential information learned or disclosed as part of an employment relationship or under nondisclosure agreements);

- f. Transmit any Content that infringes any patent, trademark, trade secret, copyright, or other proprietary rights (“Rights”) of any party;
- g. Transmit any material that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment, or to obtain information through unauthorised means;
- h. Disrupt the flow of dialogue, cause a screen to “scroll” faster than other users of the Service are able to type, or otherwise act in a manner that negatively affects other users’ ability to engage in real time exchanges or use of the Service;
- i. Interfere with or disrupt the Service, servers, or networks connected to the Service, or disobey any requirements, procedures, policies, or regulations of networks associated with the Service;
- j. Intentionally or unintentionally violate any applicable local, state, national, or international law, including but not limited to, regulations promulgated by any securities and exchanges controls and other authorities, as well as any rules of any security and exchange regulation having the force of law; and
- k. Collect or store the personal data about other users.

Privacy Policy – General

- Introduction:** Ball Corporation and its subsidiaries and affiliates (the “Company” or “Ball”) are committed to protecting personal data of all persons with whom we interact. Ball has taken both technical and organizational measures to protect personal data the Company processes. The purpose of this Privacy Notice is to inform you of the processing activities the Company undertakes as it relates to your general use of the websites and systems the Company operates (collectively referred to as the “Site”), as well as your rights and obligations relating to your personal data.
- Who is processing my data?** Ball Corporation and its subsidiaries and affiliates process certain types of personal data from users of the Site. The Company may also contract with third parties to provide certain services on behalf of the Company. Ball takes steps to ensure that the third parties processing data on Ball’s behalf comply with data protection standards, including but not limited to, entering into contracts with the third parties, conducting security reviews of the third parties, and other similar efforts and processes.
- Who may I contact if I have questions about processing activities?** The Company has a data protection office which can answer questions you have about the processing of your personal data. Please contact the regional critical data protection team:

| | |
|---|---|
| North America Data Protection Critical Data Protection Team 10 Longs Peak Drive Broomfield, CO 80021 cdpna@ball.com | Europe, Middle East, & Africa Data Protection Critical Data Protection Team 100 Capability Green Luton LU1 3LG United Kingdom cdpeu@ball.com |
| South America Data Protection Critical Data Protection Team Avenida das Americas 3434-Condomínio Mario Henrique Simonsen- Bloco 2/6 e 7 andares Barra da Tujica Rio de Janeiro 22640-102 Brazil cdpsa@ball.com | Asia Pacific Data Protection Critical Data Protection Team Units 1610 – 1619, Tower 1 Grand Century Place 193 Prince Edward Rd. West Mongkok, Kowloon, Hong Kong cdpapac@ball.com |

- On what basis is my data being collected?**
 - Consent:** By using the Site, you hereby consent to the Company’s Terms of Use and Privacy Policies. You also consent to the Company processing your personal data as it relates to the use of its Sites. You may revoke your consent at any time by ceasing to use the Site. If you do not wish to consent to the Company’s processing of your personal data and the Company’s privacy practices, you must not use this Site, or stop using this Site.
 - Legitimate Business Interests:** In addition to processing your data based on your consent, the Company also processes personal data on the basis of legitimate business interests. These legitimate business interests include ensuring the Site is secure and protected against threats of breach or compromise. In addition, Ball may process personal data respond to submissions and inquiries you make to Ball via its Site. Finally, Ball may also process usage data for purposes of maintaining and improving the Site.
- What data is the Company Processing?**
 - General Use:** When using the website for general information, the Company will not require that you provide information about yourself or your identity with the exception of domain names and internet protocol (IP) addresses of visitors to our Site. We also collect the date and time and duration of each visit and the pages viewed. Domain names and IP addresses are not used to personally identify you. Instead, this information is

aggregated to measure the number of visits, average time spent on the Site, pages viewed, and other similar usage information.

- b. Form Submissions: There are portions of this Site where the Company may need to collect personal information from you for a specific purpose. One example is when you voluntarily submit your personal information in connection with a form submission. Providing this personal information enables Ball to respond to your requests. The information collected from you may include your name, address, telephone number, or e-mail address. This is also true when you submit requests relating to the processing of your personal data.
- c. Cookies: The Company may use a technology called “cookies”, which help us provide you with tailored information. A “cookie” is a set of data that a website server stores on your computer. Cookies then enable websites to recognise your computer and to “remember” your entries as you move from page to page, or even when you revisit the Site from time to time using the same computer. For more information regarding how Ball uses cookies, please see Ball’s complete Cookie Policy [HERE](#).
- d. Other Processing Activities: Additional processing may occur when an individual uses our website to submit job applications, business inquiries, retirement inquiries, or other uses. For additional information regarding processing activities related to these types of submissions or inquiries, please consult Ball’s privacy page [HERE](#).
- e. Children: This Site is not intended for persons under 13 years of age. We do not knowingly solicit or collect personal information from or about children, and we do not knowingly market our products or services to children. Ball encourages the parents or guardians of children to be actively engaged in a child’s online activities. If you believe that Ball has collected personal information from someone who is under the applicable age of consent in your country without the proper consent, please contact Ball as listed above in Section 3 of this Privacy Policy.

6. Are you sharing my personal data?

- a. Internal Recipients: Certain departments within the Company receive and process personal data obtained from visitors to the Site on a “need to know” basis, particularly when their job is related to maintaining the Site, providing or updating content on the Site, or responding to inquiries made through the Site. This may include the Information Technology department, the Critical Data Protection Team, and other departments on a “need to know” basis.
- b. External Recipients: The Company may also transfer certain data to third parties who are contracted by Ball to perform certain Site-related administrative responsibilities. Ball does not share, sell, or lease personal data about you to third party processing for their marketing use.
- c. Other Unique Circumstances: It is also possible in rare circumstances that your information may be shared in connection with, or during negotiations of, any merger, sale of company assets, consolidation or restructuring, financing, or acquisition of all or a portion of our business by or to another company. We may also share your information to a competent authority if we believe disclosure is in accordance with, or is otherwise required by, any applicable law, regulation, or legal process. This may include law enforcement officials, government authority, or other third parties as may be deemed necessary to comply with legal processes or meet national security requirements. Your information may also be shared in the event of litigation to defend the rights, property, or safety of the Company, its business partners, you, or others.
- d. Non-Personal Data: Information may be shared when it has been aggregated, anonymized, and or de-identified so that it cannot reasonably be used to identify you.

7. Will my data be transferred to different countries? Ball is a global organization headquartered in the United States of America with offices in many countries throughout the world. As a result, Ball may transfer your personal data to Ball in the United States of America, to any Ball subsidiary worldwide, or to third parties and business partners as we

have described in this Privacy Policy.

Ball Corporation has taken steps to provide adequate organizational and technical safeguards to protect your personal data, including by certifying under the EU-US and Swiss-US Privacy Shield programs, as well as entering into appropriate agreements with Ball entities and external organizations. You may review more information about Ball's EU-US and Swiss-US Privacy Shield certifications by clicking [HERE](#).

8. **What if I click on a link to another website that isn't administered by Ball?** This Site may contain links to other sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content, security, or privacy practices employed by other sites.
9. **How long will my data be stored?** Your personal data will be stored as permitted or determined by local laws.
10. **What are my rights with regard to my personal data?** You have a right to request information regarding the processing of your personal data. This may include requests to correct the data, erase your data, or update your data. If you would like to submit an inquiry relating to your personal data and your rights relating thereto, please click [HERE](#) and select "Personal Data Inquiry" from the drop-down menu under Area of Interest.
11. **What can I do if I have concerns about the processing of my personal data?** If you have concerns about the processing activities performed by the Company, you may contact the local Data Protection Office or the local Supervisory Authority applicable to your country.
12. **What happens if I refuse to provide my personal data?** If you refuse to consent to this privacy policy, you shall immediately stop using this Site. If you refuse cookies, certain features of the Site may not function properly.
13. **What websites does this notice apply to?** This notice applies to the following web sites: www.ball.com, www.ballaerospace.com, and others that may be added in the future.
14. **Where can I find changes to this notice?** We may update this Privacy Policy from time to time. When we do update it, we will make the updated statement available on this page. Information you provide will be governed by the Privacy Policy in effect at the time you submit the information.

Privacy Policy – Applicants

1. **Introduction:** This Privacy Policy – Applicants provides additional information that is specific to the use of the websites and systems the Company operates (collectively referred to as the “Site”) as it relates to the application process. The Privacy Policy – Applicants hereby incorporates the Privacy Policy – General by reference. To the extent that the Privacy Policy – General and the Privacy Policy – Applicants conflict, the Privacy Policy – Applicants supersedes the Privacy Policy – General only as it applies your use of the Site as an applicant.

2. **On what basis is my data being collected?** In addition to the information described in the Privacy Policy – General, Section 4, the Company may use the following additional information as it relates to applicants:
 - a. **Consent:** You consent to the Company processing your personal data as it relates to your application for employment. This means that you voluntarily consent to Ball processing any and all personal data you submit for consideration of employment. You also consent to having an employee or contractor of Ball to use this personal information to contact you to obtain additional information, perform interviews, and other application-related communications.

By submitting your application, you also consent that Ball may review your application materials to determine your eligibility and qualifications as it relates to the position to which you have applied, as well as other positions within Ball for which you may be qualified upon explicit notice from a Ball representative. If you do not wish to be considered for other positions for which you may be qualified at Ball, inform the Ball representative when they contact you.
 - b. **Legitimate Business Interests:** Ball also processes personal data on the basis of additional legitimate business interests in the application process. This includes providing certain personal information to government entities as required by local laws, retaining certain personal information as required by local laws, and determining the eligibility of an applicant for a position to which the applicant has applied.

3. **What data is the Company Processing?** In addition to the information described in the Privacy Policy – General, Section 5, the Company may use the following additional information as it relates to applicants:
 - a. **Form Submissions:** Ball uses all information provided through your submissions to determine your eligibility and qualifications for the positions for which you have applied. Ball may also use this information to contact you to obtain more information, perform interviews, or other related purposes.
 - b. **Children:** The Site is not intended for applicants under the age of majority except as provided by local laws. We do not knowingly solicit or collect personal information from or about children under the age of majority except through approved programs and application processes such as apprenticeships, high school co-op programs, high school and university internships, and other similar programs. Ball encourages the parents or guardians of children to be actively engaged in a child’s online activities. If you believe that Ball has collected personal information from someone who is under the applicable age of consent in your country without the proper consent, please contact Ball as listed above in Section 3 of the Privacy Policy - General.

4. **Are you sharing my personal data?**
 - a. **Internal Recipients:** Certain departments within the Company receive and process personal data obtained from visitors to the Site on a “need to know” basis, particularly when their job is related to maintaining the Site, providing or updating content on the Site, or responding to inquiries made through the Site. This may include the Information Technology department, the Critical Data Protection Team, and other departments on a “need to know” basis.

- b. **External Recipients**: The Company may also transfer certain data to third parties who are contracted by Ball to perform certain Site-related administrative responsibilities. Ball does not share, sell, or lease personal data about you to third party processing for their marketing use.
- c. **Other Unique Circumstances**: It is also possible in very rare circumstances that your information may be shared in connection with, or during negotiations of, any merger, sale of company assets, consolidation or restructuring, financing, or acquisition of all or a portion of our business by or to another company. We may also share your information to a competent authority if we believe disclosure is in accordance with, or is otherwise required by, any applicable law, regulation, or legal process. This may include law enforcement officials, government authority, or other third parties as may be deemed necessary to comply with legal processes or meet national security requirements. Your information may also be shared in the event of litigation to defend the rights, property, or safety of the Company, its business partners, you, or others.
- d. **Non-Personal Data**: Information may be shared when it has been aggregated, anonymized, and/or de-identified so that it cannot reasonably be used to identify you.

5. **Will my data be transferred to different countries?** Ball is a global organization headquartered in the United States of America with offices in many countries throughout the world. As a result, Ball may transfer your personal data to Ball in the United States of America, to any Ball subsidiary worldwide, or to third parties and business partners as we have described in this Privacy Policy.

Ball Corporation has taken steps to provide adequate organizational and technical safeguards to protect your personal data, including by certifying under the EU-US and Swiss-US Privacy Shield programs, as well as entering into appropriate agreements with Ball entities and external organizations. You may review more information about Ball's EU-US and Swiss-US Privacy Shield certifications by clicking [HERE](#).

6. **What if I click on a link to another website that isn't administered by Ball?** This Site may contain links to other sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content, security, or privacy practices employed by other sites.

7. **How long will my data be stored?** Your personal data will be stored as permitted by local laws.

8. **What are my rights with regard to my personal data?** You have a right to request information regarding the processing of your personal data. This may include requests to correct the data, erase your data, or update your data. If you would like to submit an inquiry relating to your personal data and your rights relating thereto, please click [HERE](#) and select "Personal Data Inquiry" from the drop-down menu under Area of Interest.

9. **What can I do if I have concerns about the processing of my personal data?** If you have concerns about the processing activities performed by the Company, you may contact the local Data Protection Office or the local Supervisory Authority applicable to your country.

10. **What happens if I refuse to provide my personal data?** If you refuse to consent to this privacy policy, you shall immediately stop using this Site. If you refuse cookies, certain features of the Site may not function properly.

11. **What websites does this notice apply to?** This notice applies to the following web sites: www.ball.com, www.ballaerospace.com, and others that may be added in the future.

12. **Where can I find changes to this notice?** We may update this Privacy Policy from time to time. When we do update it, we will make the updated statement available on this page. Information you provide will be governed by the Privacy Policy in effect at the time you submit the information.

Privacy Policy – Employees

1. **Introduction:** This Privacy Policy – Employees provides additional information that is specific to the use of the websites and systems the Company operates (collectively referred to as the “Site”) as it relates to the employment relationship. The Privacy Policy – Employees hereby incorporates the Privacy Policy – General by reference. To the extent that the Privacy Policy – General and the Privacy Policy – Employees conflict, the Privacy Policy – Employees supersedes the Privacy Policy – General only as it applies your use of the Site as an applicant.

2. **On what basis is my data being collected?** In addition to the information described in the Privacy Policy – General, Section 4, the Company may use the following additional information as it relates to employees:

- a. **Legal Obligations:** Ball is required to collect certain information to comply with government requirements such as taxation purposes, government reporting requirements, administering legally mandated leaves of absence, financial regulatory compliance required of publicly traded companies, responding to valid government orders requesting information, and other similar types of legal obligations.
- b. **Necessary to Fulfil a Contract:** Ball processes data in order to comply with its obligations under employment contracts with employees, including the obligation to pay the employee compensation for work performed. This may include collecting information relating to the employee’s family, health, finances, professional background, criminal background, personal attributes, and other types of personal data and sensitive personal data. In addition, Ball processes data in order to comply with its obligations under employee benefit plan documents (e.g., disability benefits, retirement benefits, health benefits, and others as applicable based on region).
- c. **Legitimate Business Reasons:** Ball also processes data for legitimate business reasons, including monitoring the workforce to ensure proper staffing levels are maintained and the business needs are met. Ball monitors physical access to its locations to ensure the safety and well-being of its employees and visitors. Ball monitors online activity to ensure proper use of business property, avoid loss of confidential business data, prevent fraud, and protect against potential breaches of online security. Ball processes data in order to comply with fiduciary obligations relating to pension funding, administration, and operation of retirement plans such as identifying efficiencies in the administration of, or mitigating financial risks to retirement plans.
- d. **Employee Consent:** In limited circumstances, Ball may collect employee data based on the employee’s consent. This may include obtaining more detailed financial, personal, health, and other personal and sensitive personal information for purpose of voluntary employee benefits in addition to those traditionally offered from time to time. In addition, Ball may collect employee data in the event that Ball is taking photographs, video, or other similar media for marketing purposes. Employees providing voluntary consent may withdraw their consent at any time by contacting the applicable Company data protection office as set out in the Privacy Policy – General [HERE](#).
- e. **Legal Defence:** In certain circumstances your personal data will be processed as part of a legal defence.
- f. **Non-Personal Data:** Information may be aggregated, anonymized, and or de-identified so that it cannot reasonably be used to identify you.

3. **What data is the Company Processing?** In addition to the information described in the Privacy Policy – General, Section 5, the Company may use the following additional information as it relates to applicants:

- a. **Form Submissions:** Ball uses all information provided through your submissions to determine your eligibility and qualifications for employment, promotions, demotions, compensation, and other employment related purposes. In addition, information provided through form submissions may be used to verify identity, provide responses to inquiries, conduct investigations into allegations of wrong doing, and other purposes for

which you have submitted information. Ball may also use this information to contact you to obtain more information, seek clarification based on the information you have provided, or other purposes related to an employee's eligibility for, qualification for, or administration of employment and employment related benefits.

b. *Employee Personal Data*: Personal data and sensitive personal data is used by Ball and applicable third parties to administer the employment relationship. This personal information may include an employee's name, contact information, employment history, financial information, family information, beneficiary information, beneficiary contact information, health information, and other information necessary to administer the employment relationship and other related benefits that impact the employee and the employee's family, relatives, partners, or beneficiaries.

c. *Sensitive Personal Data*: Sensitive personal data may also be processed to administer the employment relationship, including but not limited to health information (e.g., employee benefit plans), sexual orientation (e.g., on a voluntary basis in regions where permitted by law), race (e.g., in limited regions where required by law), ethnic origin (e.g., in limited regions where required by law), religious or philosophical beliefs (e.g., in limited regions where required by law), and biometric data (e.g., time and attendance purposes). Ball has implemented organizational and technical measures to protect employee personal data. For more information, please contact your Critical Data Protection Team as described in Section 3 of the Privacy Policy – General [HERE](#).

4. **Are you sharing my personal data?** Ball may share employee personal data with internal and external recipients as further described below.

a. *Internal Recipients*: Certain departments within the Company receive and process personal data relating to your employment. Personal data is shared with Ball employees on a "need to know" basis, particularly when the Ball employee's job is related to administering certain aspects of the employment relationship. For example, People Support & Operations personnel may have access to employee data for departments, locations, or divisions for which the PS&O employee is responsible as part of their specific job duties. Ball employs rule based permissions, encryption, policies, and procedures to ensure the safety of employee data.

b. *External Recipients*: The Company may also transfer certain data to third parties who are contracted by Ball to perform certain Site-related administrative responsibilities. Ball does not share, sell, or lease personal data about you to third party processing for their marketing use. In addition, Ball may transfer personal data to third-party processors on a need-to-know basis when legally required, necessary to fulfil the Company's obligations as part of the employment relationship, or to fulfil business obligations further to your employment. The following list of provides examples of information that may be shared to third-party processors:

- i. Applicant processing;
- ii. New hire processing;
- iii. Time and attendance processing and administration;
- iv. Payroll processing and administration;
- v. Health and welfare benefits processing and administration;
- vi. Tax authorities;
- vii. Travel and expense processing and administration;
- viii. Insurance and security providers;
- ix. Retirement processing and administration;
- x. Professional training and leadership development administration;
- xi. Governmental bodies, regulators, and labour authorities; and
- xii. Customers, vendors, and suppliers.

c. *Other Unique Circumstances*: It is also possible in rare circumstances that your information may be shared in connection with, or during negotiations of, any merger, sale of company assets, consolidation or

restructuring, financing, or acquisition of all or a portion of our business by or to another company. We may also share your information to a competent authority if we believe disclosure is in accordance with, or is otherwise required by, any applicable law, regulation, or legal process. This may include law enforcement officials, government authority, or other third parties as may be deemed necessary to comply with legal processes or meet national security requirements. Your information may also be shared in the event of litigation to defend the rights, property, or safety of the Company, its business partners, you, or others.

d. *Non-Personal Data*: Information may be shared when it has been aggregated, anonymized, and or de-identified so that it cannot reasonably be used to identify you.

5. **Will my data be transferred to different countries?** Ball is a global organization headquartered in the United States of America with offices in many countries throughout the world. As a result, Ball may transfer your personal data to Ball in the United States of America, to any Ball subsidiary worldwide, or to third parties and business partners as we have described in this Privacy Policy.

Ball Corporation has taken steps to provide adequate organizational and technical safeguards to protect your personal data, including by certifying under the EU-US and Swiss-US Privacy Shield programs, as well as entering into appropriate agreements with Ball entities and external organizations. You may review more information about Ball's EU-US and Swiss-US Privacy Shield certifications by clicking [HERE](#).

6. **What if I click on a link to another website that isn't administered by Ball?** This Site may contain links to other sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content, security, or privacy practices employed by other sites.

7. **How long will my data be stored?** Your personal data will be stored as permitted by local laws.

8. **What are my rights with regard to my personal data?** You have a right to request information regarding the processing of your personal data. This may include requests to correct the data, erase your data, or update your data. If you would like to submit an inquiry relating to your personal data and your rights relating thereto, please click [HERE](#) and select "Personal Data Inquiry" from the drop-down menu under Area of Interest.

9. **What can I do if I have concerns about the processing of my personal data?** If you have concerns about the processing activities performed by the Company, you may contact the local Data Protection Office or the local Supervisory Authority applicable to your country.

10. **What happens if I refuse to provide my personal data?** If an employee refuses to provide personal data that is critical to the administration of the employment relationship or that is required under regulatory requirements, the employee may be receive notice that without that information the employment relationship may be terminated. This is particularly true where the withholding of the personal data may result in violations of legal and regulatory requirements.

11. **What websites does this notice apply to?** This notice applies to the following web sites: www.ball.com, www.ballaerospace.com, and others that may be added in the future.

12. **Where can I find changes to this notice?** We may update this Privacy Policy from time to time. When we do update it, we will make the updated statement available on this page. Information you provide will be governed by the Privacy Policy in effect at the time you submit the information.

Privacy Policy – Retirees & Beneficiaries

1. **Introduction:** This Privacy Policy – Retirees & Beneficiaries provides additional information that is specific to the use of the websites and systems the Company operates (collectively referred to as the “Site”) as it relates to retirement benefits and process. The Privacy Policy – Retirees & Beneficiaries hereby incorporates the Privacy Policy – General by reference. To the extent that the Privacy Policy – General and the Privacy Policy – Retirees & Beneficiaries conflict, the Privacy Policy – Retirees & Beneficiaries supersedes the Privacy Policy – General only as it applies your use of the Site as a retiree.

2. **Who is processing my data?** Ball Corporation and its subsidiaries and affiliates process certain types of personal data from retirees for purposes of retirement benefits administration. Ball Benefits Central, administrated with Willis Towers Watson, and Rexam Pension Trustees Limited also processes certain types of personal data from retirees for purposes of retirement benefits administration. The Company may also contract with third parties to provide certain services on behalf of the Company, including performing ministerial, benefit payment administration, benefit auditing, and other retirement benefits functions. Ball takes steps to ensure that the third parties processing data on Ball’s behalf comply with data protection standards, including but not limited to, entering into contracts with the third parties, conducting security reviews of the third parties, and other similar efforts and processes.

3. **On what basis is my data being collected?** In addition to the information described in the Privacy Policy – General, Section 4, the Company may use the following additional bases for processing data relating to retirees:

- a. **Legal Obligations:** Ball is required to collect certain information to comply with government requirements such as taxation purposes, government reporting requirements, financial regulatory compliance required of publicly traded companies, responding to valid government orders requesting information, and other similar types of legal obligations.
- b. **Necessary to Fulfil a Contract:** Ball collects and processes data in order to comply with its obligations under employment contracts, plan documents, and other retirement benefit legal requirements. This includes the obligation to pay retiree applicable retirement and related benefits. This may include collecting information relating to the retiree’s beneficiaries, employment history, health, finances, and other types of personal data and sensitive personal data.
- c. **Legitimate Business Reasons:** Ball also processes data for legitimate business reasons, including complying with fiduciary obligations relating to pension funding, administration, and operation of retirement plans such as identifying efficiencies in the administration of, or mitigating financial risks to retirement plans.
- d. **Retiree Consent:** In very limited circumstances, Ball may collect retiree data based on the retiree’s consent. This may include obtaining more detailed financial, personal, health, and other personal and sensitive personal information during offers of enhanced transfer values and other similar benefit-related exercises that may be offered from time to time. Retirees providing voluntary consent may withdraw their consent at any time by contacting the applicable Company data protection office as set out in the Privacy Policy – General [HERE](#).
- e. **Legal Defence:** In certain circumstances your personal data will be processed as part of a legal defence.

4. **What data is the Company Processing?** In addition to the information described in the Privacy Policy – General, Section 5, the Company may use the following additional information as it relates to applicants:

- a. **Form Submissions:** Ball uses all information provided through your submissions to determine your eligibility and qualifications for the retirement benefits for which you have applied. Ball may also use this information to contact you to obtain more information, seek clarification based on the information you have

provided, or other purposes related to a retiree's eligibility for, qualification for, or administration of retirement benefits.

b. Retiree Personal Data: Personal data and sensitive personal data is used by Ball and applicable third parties to administer retirement benefits. This personal information may include a retiree's name, contact information, employment history, financial information, family information, beneficiary information, beneficiary contact information, health information, and other information necessary to administer applicable retirement plans for the benefit of the retiree and the retiree's beneficiaries.

5. **Are you sharing my personal data?** In addition to the information described in the Privacy Policy – General, Section 6, the Company may provide personal data and sensitive personal data to the following recipients:

a. Internal Recipients: Personal data processed by Ball is limited to departments and employees who have a "need to know" your personal data in order to fulfil their business and legal obligations (see Paragraph 3). Departments that are likely to process retiree personal data include human resources, pensions, compensation and benefits, and the law department. Other departments may obtain access to your information for specific limited reasons directly related to your employment on a need to know basis.

b. External Recipients: Certain types of data may also be transferred to third party processors. Retiree personal data may be transferred to the following types of third-party processors on a need to know basis when legally required, necessary to fulfil the Company's obligations in the employment relationship, or to fulfil business obligations further to your retirement:

- i. Third party administrators for retirement plans;
- ii. Third party auditors;
- iii. Third party financial advisors; and
- iv. Governmental bodies/regulators or labour authorities.

c. Other Unique Circumstances: It is also possible in rare circumstances that your information may be shared in connection with, or during negotiations of, any merger, sale of company assets, consolidation or restructuring, financing, or acquisition of all or a portion of our business by or to another company. Ball may also share retiree information to a competent authority if we believe disclosure is in accordance with, or is otherwise required by, any applicable law, regulation, or legal process. This may include law enforcement officials, government authority, or other third parties as may be deemed necessary to comply with legal processes or meet national security requirements. Your information may also be shared in the event of litigation to defend the rights, property, or safety of the Company, its business partners, you, or others.

d. Non-Personal Data: Retiree and retiree beneficiary information may be shared when it has been aggregated, anonymized, and or de-identified so that it cannot reasonably be used to identify you.

6. **Will my data be transferred to different countries?** Ball is a global organization headquartered in the United States of America with offices in many countries throughout the world. As a result, Ball may transfer your personal data to Ball in the United States of America, to any Ball subsidiary worldwide, or to third parties and business partners as we have described in this Privacy Policy.

Ball Corporation has taken steps to provide adequate organizational and technical safeguards to protect your personal data, including by certifying under the EU-US and Swiss-US Privacy Shield programs, as well as entering into appropriate agreements with Ball entities and external organizations. You may review more information about Ball's EU-US and Swiss-US Privacy Shield certifications by clicking [HERE](#).

7. **What if I click on a link to another website that isn't administered by Ball?** This Site may contain links to other sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content, security, or privacy practices employed by other sites.
8. **What happens if I refuse to provide my personal data?** In addition to the information described in the Privacy Policy – General, Section 12, refusing to provide the required personal data and sensitive personal data may result in the termination of benefits, incorrect administration of benefits, or other similar issues.
9. **What websites does this notice apply to?** In addition to the information described in the Privacy Policy – General, Section 13, this notice applies to www.ballbenefitscentral.ehr.com, www.rexampensionplan.co.uk, and others websites that may be added in the future.

Privacy Policy – Customers, Vendors & Suppliers

1. **Introduction:** This Privacy Policy – Customers, Vendors & Suppliers provides additional information that is specific to the use of the websites and systems the Company operates (collectively referred to as the “Site”) as it relates to retirement benefits and process. The Privacy Policy – Customers, Vendors & Suppliers hereby incorporates the Privacy Policy – General by reference. To the extent that the Privacy Policy – General and the Privacy Policy – Customers, Vendors & Suppliers conflict, the Privacy Policy – Customers, Vendors & Suppliers supersedes the Privacy Policy – General only as it applies your use of the Site as a retiree.

2. **Who is processing my data?** Ball Corporation and its subsidiaries and affiliates process certain types of personal data from our customers’, vendors’, and suppliers’ contacts. The Company may also contract with third parties to provide certain services on behalf of the Company. Ball takes steps to ensure that the third parties processing data on Ball’s behalf comply with data protection standards, including but not limited to, entering into contracts with the third parties, conducting security reviews of the third parties, and other similar efforts and processes.

3. **On what basis is my data being collected?** In addition to the information described in the Privacy Policy – General, Section 4, the Company may use the following additional bases for processing data relating to customers, vendors, and suppliers:

a. **Legal Obligations:** Ball is required to collect certain information to comply with government requirements such as taxation purposes, government reporting requirements, financial regulatory compliance required of publicly traded companies, government reporting obligations relating to certain business transactions; responding to valid government orders requesting information, and other similar types of legal obligations.

b. **Necessary to Fulfil a Contract:** Ball collects and processes personal data in order to comply with its obligations under contracts, memoranda of understanding, letter agreements, and other business and contractual arrangements. This may include collecting personal data relating to the employees of customers, vendors, and suppliers to ensure communications, cooperation, and collaboration between Ball and its customers, vendors, and suppliers.

c. **Legitimate Business Reasons:** Ball also processes data for legitimate business reasons, including operational changes, vendor management, cost analyses, and other common business operations to ensure efficiency and effectiveness in third party relationships.

d. **Consent:** Ball may collect personal data from customers, vendors, and suppliers based on an individual’s consent. This may include obtaining detailed financial, personal, and other personal and sensitive personal information. Individuals providing voluntary consent may withdraw their consent at any time by contacting the applicable Company data protection office as set out in the Privacy Policy – General [HERE](#).

e. **Legal Defence:** In certain circumstances your personal data will be processed as part of a legal defence.

4. **What data is the Company Processing?** In addition to the information described in the Privacy Policy – General, Section 5, the Company may use the following additional bases for processing data relating to customers, vendors, and suppliers:

a. **Customer Relationships:** The Company processes personal data relating to representatives of our customers, including name, contact information, email addresses, and other non-sensitive personal data. Limited information may be processed about a representative’s personal life as part of the business relationship such as names, dates of birth, or other similar information about families of business contacts. In the case of

sole proprietorships, or other similar legal entities, personal financial information may be processed where credit applications are submitted that necessitate personal guarantees or additional collateral.

b. Vendor Relationships: The Company processes personal data relating to representatives of our vendors, including name, contact information, email addresses, and other non-sensitive personal data. Limited information may be processed about a representative's personal life as part of the business relationship such as names, dates of birth, or other similar information about families of business contacts.

c. Supplier Relationships: The Company processes personal data relating to representatives of our suppliers, including name, contact information, email addresses, and other non-sensitive personal data. Limited information may be processed about a representative's personal life as part of the business relationship such as names, dates of birth, or other similar information about families of business contacts.

5. **Are you sharing my personal data?** In addition to the information described in the Privacy Policy – General, Section 5, the Company may share your personal data with the following recipients:

a. Internal Recipients: Certain departments within the Company receive and process personal data obtained from visitors to the Site on a “need to know” basis, particularly when their job is related to working with customers, vendors, or suppliers. This may include the following departments: finance, sourcing, commercial, global business services (accounts receivables, accounts payable, etc.), communications, sustainability, audit, law, and other similar departments and divisions on a “need to know” basis that are necessary for internal and external business operations and interactions.

b. External Recipients: The Company may also transfer certain data to third parties who are contracted by Ball to perform certain purposes, including third party contractors assisting Ball in certain functions and administrative responsibilities necessary for Ball's operations, third party auditors, collections agencies, law firms, and other similar third parties. Ball does not share, sell, or lease personal data about you to third party processing for their marketing use.

6. **Will my data be transferred to different countries?** Ball is a global organization headquartered in the United States of America with offices in many countries throughout the world. As a result, Ball may transfer your personal data to Ball in the United States of America, to any Ball subsidiary worldwide, or to third parties and business partners as we have described in this Privacy Policy.

Ball Corporation has taken steps to provide adequate organizational and technical safeguards to protect your personal data, including by certifying under the EU-US and Swiss-US Privacy Shield programs, as well as entering into appropriate agreements with Ball entities and external organizations. You may review more information about Ball's EU-US and Swiss-US Privacy Shield certifications by clicking [HERE](#).

7. **What happens if I refuse to provide my personal data?** In addition to the information described in the Privacy Policy – General, Section 12, refusal to provide personal information necessary to maintain the business relationship may result in cancellation of contracts, disruptions to business operations that may impact the delivery of goods or services for which Ball has been contracted, delays or non-payments for goods or services rendered, and other similar impacts.

What websites does this notice apply to? In addition to the information described in the Privacy Policy – General, Section 13, this notice applies to <https://ballcorp.force.com/CustomPortal>, <https://printguides.ball.com/>, <https://voc.ball.com/>, and other websites that may be added in the future.

Cookie Policy

1. **Introduction:** Ball Corporation and its subsidiaries and affiliates (the “Company” or “Ball”) are committed to protecting personal data of all persons with whom we interact. Ball has taken both technical and organizational measures to protect personal data the Company processes. The purpose of this Privacy Notice is to inform you of the processing activities the Company undertakes as it relates to your general use of the websites and systems the Company operates (collectively referred to as the “Site”), as well as your rights and obligations relating to your personal data.

2. **What do you mean when you “cookies”?** Ball uses automatic data collection tools, sometimes called “cookies”, that collect certain standard information that your web browser sends to Ball’s websites. The term “cookie” refers to all technologies that store and access information on the device you are using to access the Site. Your device may include a computer, tablet, telephone, or other mobile device that accesses the internet.

There are different types of cookies that behave differently and serve different functions. For example, some cookies are served directly by Ball (“first party cookies”) or on behalf of Ball by third parties like analytics companies (“third party cookies”). Other cookies can last as long as the web browser you are using is open (“session cookies”) which delete automatically once you close the web browser application on your device. And still other cookies remain even after the web browser is closed (“permanent cookies”) that recognise your device when you open your web browser again.

3. **What kind of information do you collect from these tools?** These data collection tools send information to the Site such as the type of web browser you are using and the address of the website from which you arrived at our website (e.g., like a search engine used to search for Ball Corporation). These tools may also collect information about your internet protocol address and your clickstream behaviour.

Internal Protocol address is a number automatically assigned to your computer or mobile device whenever you connect to the internet. The number is assigned by your internet service provider or your information technology department, depending on the type of network you are on. The number is a unique address that allows web servers to locate and identify your device.

Clickstream behaviour refers to your internet usage. This may include what pages you view and which links you click as you use the internet. These tools help make your internet experience easier and more efficient. It also can provide you with a customised internet experience based on your usage and it can recognise you when you return.

4. **What kind of cookies does Ball use?** Ball uses cookies that are necessary for the operation of the Site such as cookies that enable the functionality of map features on the website or routeing client requests on the server. Other cookies are used to provide personalised service, such as enabling functions such as sharing web content via social media platforms. Other cookies may provide information to advertisers about your web usage which enables advertisers to provide personalised web experiences.

5. **How can I update my “cookie” preferences on the Site?** At this time, the Site does not have provide the ability to modify cookie preferences or disable certain unnecessary cookies. Ball is working with its providers to develop this capability and will update this policy when this capability exists.

However, your web browser may give you the ability to enable a “do not track” feature that sends signals to websites you visit. These signals tell the websites that you do not want your online activities tracked. This is different than blocking or deleting cookies since web browsers with a “do not track” feature enabled may still accept cookies.

6. **Who can I contact if I have more questions?** If you have more questions about “cookies” and the way that Ball uses these tools and the information collected by these tools, please contact the regional critical data protection team:

| | |
|---|---|
| North America Data Protection Critical Data Protection Team 10 Longs Peak Drive Broomfield, CO 80021 cdpna@ball.com | Europe, Middle East, & Africa Data Protection Critical Data Protection Team 100 Capability Green Luton LU1 3LG United Kingdom cdpeu@ball.com |
| South America Data Protection Critical Data Protection Team Avenida das Americas 3434-Condomínio Mario Henrique Simonsen- Bloco 2/6 e 7 andares Barra da Tujica Rio de Janeiro 22640-102 Brazil cdpsa@ball.com | Asia Pacific Data Protection Critical Data Protection Team Units 1610 – 1619, Tower 1 Grand Century Place 193 Prince Edward Rd. West Mongkok, Kowloon, Hong Kong cdpapac@ball.com |

If you have other questions regarding Ball’s Terms of Use or Privacy Policies, they may be found [HERE](#).