

1. DATA PROTECTION

- 1.1 For the purpose of this clause the following definitions apply
- "**Data Controller**" has the meaning given to 'Data Controller', or 'Controller' as appropriate, in the Data Protection Laws and means the entity who has signed up to the Rules;
- "**Data Breach**" means in accordance with Data Protection Laws a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, sorted or otherwise processed;
- "**Data Processor**" has the meaning given to 'Data Processor', or 'Processor' as appropriate, in the Data Protection Laws;
- "**Data Protection Laws**" "Data Protection Laws" shall mean any and all laws, statutes, enactments, orders or regulations or other similar instruments of general application and any other rules, instruments or provisions in force from time to time relating to the processing of personal data and privacy applicable to the performance of this Agreement, including where applicable the Data Protection Act 2018, the Regulation of Investigatory Powers Act 2000, the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) as amended or superseded and the); the UK adoption of the GDPR (Regulation (EU) 2016/679 into domestic law ("UK GDPR") as a result of the end of the "Agreement on the withdrawal of the United Kingdom of Great Britain and Northern Ireland from the European Union and the European Atomic Energy Community" ("Brexit Agreement");
- "**GDPR**" means the UK adoption of the GDPR (Regulation (EU) 2016/679 into domestic law ("UK GDPR") as a result of the end of the "Agreement on the withdrawal of the United Kingdom of Great Britain and Northern Ireland from the European Union and the European Atomic Energy Community" ("Brexit Agreement");as updated, superseded or repealed from the time to time;
- "**Personal Data**" has the meaning given in the Data Protection Laws;
- "**Sensitive Data**" has the meaning in the Data Protection Laws; and
- "**Third Country**" means a country other than the EU member states and the United Kingdom.

1.2. Compliance with Data Protection Laws

- 1.2.1 The Company and the Customer shall each comply with their respective obligations under the applicable Data Protection Laws.

1.3. Data Processing Obligations

- 1.3.1 In respect of any Personal Data to be processed by the Company acting as Data Processor pursuant to this Agreement for which the Customer is a Data Controller, the Data Processor shall:
- 1.3.1.1 Provide appropriate technical and organisational measures in such a manner as is designed to ensure the protection of the rights of the data subject and to ensure a level of security appropriate to the risk;
 - 1.3.1.2 Engage sub-processors where necessary to fulfil any requests of the Data Controller (including but not limited to in connection with the purposes set out in clause 1.5 below);
 - 1.3.1.3 only process personal data to perform its obligations under these Conditions of Carriage (International) or other documented instructions and for no other purpose save to the limited extent required by law;
 - 1.3.1.4 On termination of the Conditions of Carriage (International), at the Data Controller's discretion either return or destroy the personal data (including all copies of it) immediately, save that the Data Processor may retain copies of such personal data for the time period set out in clause 1.5.1 or for the minimum retention period required by applicable law;
 - 1.3.1.5 Ensure that all persons authorised to access the personal data are subject to obligations of confidentiality;
 - 1.3.1.6 At the cost of the Data Controller which shall include DX's cost, make available to the Data Controller information necessary to demonstrate compliance with the obligations laid out in Article 28 of GDPR and this Annex and allow for and contribute to audits, including inspections (with any such inspections not to exceed one per two calendar years), conducted by the Data Controller or another auditor mandated by the Data Controller; provided that, in respect of this provision the party carrying out the audit/inspection shall agree to any confidentiality/security obligations required by the Data Processor, and the Data Processor shall immediately inform the Data Controller if, in its opinion, an instruction infringes Data Protection Laws;
 - 1.3.1.7 At the cost of the Data Controller taking into account the nature of the processing, provide assistance to the Data Controller, insofar as possible, in connection with the fulfilment of the Data Controller's obligation to respond to requests for the exercise of data subjects' rights pursuant to Chapter III of the GDPR to the extent applicable;

- 1.3.1.8 At the cost of the Data Controller provide the Data Controller with assistance in ensuring compliance with articles 32 to 36 (inclusive) of the GDPR (concerning security of processing, data breach notification, communication of a personal data breach to the data subject, data protection impact assessments, and prior consultation with supervisory authorities) to the extent applicable to the Data Controller, taking into account the nature of the processing and the information available to the Data Processor;
- 1.3.1.9 Notify the Data Controller without undue delay (and in any event, within 24 hours of becoming aware of a security breach in respect of Personal Data that it processes on behalf of the Data Controller) in writing if the Data Processor becomes aware of a Data Breach; and
- 1.3.1.10 Maintain a record of its processing activities in accordance with Article 30(1) of the GDPR.
- 1.3.1.11 Only process any personal data to the extent necessary for the performance of the shipment of the Consignment; and
- 1.3.1.12 Only hold the data for as long as is reasonably necessary.
- 1.3.2 The Customer warrants, represents and undertakes that:
- 1.3.2.1 In relation to any data provided by the Customer concerning a recipient or third party in connection with a Consignment, the Customer warrants that it has complied with applicable Data Protection Laws including obtaining all necessary consents and approvals for the provision of such data to the Company and the processing by the Company of this data for the performance of shipping the Consignment and, where the Customer has provided data concerning a recipient or third party in connection with a Consignment shipment, then the Customer warrants, represents and undertakes that it has complied with all applicable data protection laws including providing the relevant data subject with all information in connection with the collection, transfer and processing of such data including, without limitation:
- a. the identity of the Company as a data controller;
 - b. the purposes of the processing, being in respect of the shipment of the Consignment;
 - c. the categories of data which the Customer will pass to the Company;
 - d. confirmation that the data is to be passed to the Company and to the Company's affiliates located in and/or out of the European Economic Area and including outside of the European Economic Area, in connection with the performance of the shipment, including alternative delivery instructions received from the recipient;
 - e. the mandatory or optional nature of providing data and the consequences in case of refusal to provide data; and
 - f. the data subject's rights to access the data and request the rectification of inaccurate data or to oppose to its processing for legitimate purposes, and contact details that may be used to exercise such rights.
- 1.3.3 The Customer will fully indemnify the Company in respect of all costs, claims, damages and expenses suffered or incurred by the Company in connection with the Customer's and/or the Customer's clients failure to comply with clause 1.3.2 above.
- 1.3.4 The Company shall not be considered a Data Controller or Data Processor for any Personal Data and/or Sensitive Data that is contained within any Consignment that is being shipped.
- 1.4. International Data Transfers**
- 1.4.1 In respect of any Personal Data to be processed by a party acting as Data Processor pursuant to this Agreement for which the other party is Data Controller, the Data Processor shall be permitted to transfer the Personal Data to a Third Country or to an international organisation.
- 1.4.2 If it ensures appropriate levels of protection, including any appropriate safeguards if required, are in place for the Personal Data in accordance with the Data Protection Laws, in respect of which the Data Controller grants permission for the Data Processor to enter into 'Standard Contractual Clauses' (contractual clauses provided by the European Commission or the United Kingdom Information Commissioner as appropriate with the purpose of safeguarding Personal Data when it is transferred to a Third Country on its behalf.
- 1.4.3 In connection with the performance of shipping the Consignment, the Company may use the services of subcontractors or agents and that data shall be transferred to them solely for the performance of their services in connection with such shipment and in accordance with these Conditions of Carriage (International).
- 1.4.4 As a result of the performance of a shipment personal data concerning Customers and/or Customer's clients and/or recipient will be transferred to a Third Country or countries outside of the European Economic Area that may have different levels of protection towards personal data. By agreeing to shipping a Consignment the Customer consents to the transfer of such personal data to those countries.
- 1.4.5 Documenting and evidencing the protections and adequate safeguards in clause 1.5.2 above and allowing the Data Controller (strictly under Data Protection Laws) access to any relevant documents and evidence.

1.4.6 The Customer consents that by submitting any personal data to the Company, the Company is permitted to use the data for the purposes of the Company (or its agents or subcontractors) performing their obligations under the Conditions of Carriage (International). In particular, the Customer consents to the Company sharing shipment data, including personal data, to customs if such is necessary for customs clearance and customs may record and use that data for customs, safety and security purposes as required in the frame of the clearance process. The Customer also consents to the Company sharing this data with the Company's subsidiaries and branches, and confirms that the Company can do the same with the recipient's personal data.

1.5 **Details of Processing Activities**

1.5.1 The following table sets out the details of processing as required by Article 28 of GDPR:

Purposes for which the Personal Data shall be processed	The purpose of processing of the data is to: deliver goods to the recipients of our Customers; send notifications and provide tracking information regarding deliveries; support the process of performing and improving the services (including fraud prevention, and delivery preferences); and fulfil any other instructions/requests from the Data Controller in compliance with the terms of this Annex and our Conditions of Carriage (International).
Description of the categories of the data subjects	Customer's clients/customers.
Description of the categories of Personal Data	Customer's clients/customers details including (as applicable) name, address, email address, telephone number and/or parcels to evidence delivery.
The envisaged time limits for erasure of the different categories of Personal Data	The Company retains personal data no longer than necessary and only for the purposes it was obtained for. The Company reviews the length of time they keep personal data by: a. Considering the purpose or purposes we hold the information for in deciding whether (and for how long) to retain it; b. Securely delete information that is no longer needed for this purpose or these purposes; and c. Update, archive or securely delete information if it goes out of date. There may be a requirement to retain data for longer periods due to regulatory requirements.
General description of technical and organisational security measures	Access control Firewall System backup Authorised person collects Consignments
Authorised Sub-Processors Categories of sub-processors who will process Personal Data.	Delivery sub-contractors The type of service selected, destination location and any changes requested by the Customer and/or Customer's clients/customer will influence which sub-processors are necessary to complete the collection and/or delivery. This category of sub-processors includes the Company's self-employed drivers, selected third-party delivery partners and master sub-contractors where necessary to complete the collection and/or delivery of the Consignment in accordance with the particulars of the service outlined in Conditions of Carriage (International).