May 2025

Important Information: DX Express – Preparing for Brexit Contract Terms for dispatches to/from the Republic of Ireland from 1st January 2021

Dear Customer

We would like to inform you of the basic steps you will need to take for Customs entries from January 2021.

Documentation

1) The UK Direct Representation Authority and IE Direct Representation Authority - Annex 2a and Annex 2b

   This form **must be printed on your letterhead** and requires you to have:

   - Registered for your EORI number
   - Checked that your customers have their EORI number set up in the country of destination

2) The UK Authority for Agent to use Importer's Tan and Importer's Deferment – Annex 5a and 5b, which authorises DX UK to charge any VAT/Duty payable for imported shipments to the Customer's own Deferment/TAN account.

3) An example of a Commercial Invoice is attached as Annex 3, so that we can confirm the data supplied meets the EU/UK Customs requirement. Our systems are being developed to allow you to add this extra data to the information your currently supply, however, a copy of a commercial invoice will need to be attached to the parcels/packages. This process will be continuously reviewed but currently we need to avoid any delays at the border posts, therefore, we would like to be as prepared as possible.

On this invoice you will need:

   - To know how to classify your goods (commodity codes on the TARIC database)
   - Product commodity code which must be 10 digits long
   - The country of origin for all products
   - Product descriptions
   - Gross Weight
   - Unit Price
   - Quantity
   - Net Price
   - EORI
   - Description of Packages
   - Number of Packages
   - Incoterms / Trade Terms
   - Include all DX tracking number references within the consignment to be shipped

Definition of a consignment: a sale from one entity to another entity, it may contain 1 box or multiple boxes. This will be seen as a consignment of boxes. A commercial invoice or equivalent data is a mandatory requirement for and a pre-condition to any consignment being shipped.

4) The 'Brexit Customer EU SCC Guidance Letter', Annex 4a, is a letter explaining why the documentation in Annex 4b 'EU Standard Contractual Clauses Controller to Processor' needs to be completed in order for DX to manage your data once the UK are out of the EU.

5) If we receive shipment data/invoices and then collect goods that do not exactly correspond to this data then we will not be able to dispatch them. All goods will be checked on receipt at the DX Depot and DX will alert any customers if:

   - the number of packages in data/invoice is higher than packages received, if this instance occurs, DX will hold goods, and return them if any consignment is still incomplete after 48 hours.
   - the number of packages received is greater than stated in the data/invoice, DX will ship the corresponding number of packages stated in the data and return any extras received. We will not be aware whether the returned items are accounted for in the data or not. However, the customs entry will be declared based on the data received and it is therefore the Customer's responsibility to ensure all data supplied is accurate.
   - we receive goods but have had no corresponding data/invoice, we will hold the goods for up to 48 hours before returning them to you unless we receive data from you.

   We reserve the right to levy additional charges in respect of the above scenarios and any shipments we return to you will be charged a Return to Sender (RTS) fee.

6) Our "Brexit Annex 1" which will be incorporated into the agreement between both parties as your acceptance of the terms to dispatch items from 1st January 2021.

Paying Duties

- To allow goods to be moved as quickly as possible DX will default to DDP ("Delivery Duty Paid") Incoterms (meaning DX will pay the duty on your behalf and recharge you). DX will charge you a **5% of Duty fee (with a €16.50 minimum charge on any consignment)** for use of our deferment account for any Import VAT/ duty paid to cover our administration costs and the credit risk we accept by initially paying on your behalf. You will need to register for VAT in the importing country in order to reclaim the import VAT paid.

- However, if you require us to charge Import VAT/duty to your own TAN or DAN account please contact us with the details of those accounts as soon as possible. Using your own account will not incur the above charge.

Operational Solution

- All customs data must be provided to DX on the day of despatch as our system will require the extra information to be input to it. You will need to supply a copy commercial invoice (or equivalent data), which should be attached to the package in an enclosed envelope/wallet. We also require a soft copy to be sent to the email address below, which needs to be received by the required time. We will require additional confirmation/evidence of authorisation to ship certain goods such as pharmaceutical and agricultural products but would recommend you seek further advice on shipping restricted goods. Depending on the type of goods, service could be affected due to the customs procedures at the Border Posts.

![DX logo]

- On the date of despatch a Commercial Invoice must be sent to **DXICustomsRoad@dxdelivery.com** by 5pm

Should you have any questions please do not hesitate to contact your main DX contact in the first instance. We would like to thank you for your valued business.

For more information please visit:

https://www.gov.uk/transition or
https://www.revenue.ie/en/customs –traders –and –agents/brexit/index.aspx

Kind regards

Yours sincerely

DX Network Services Ireland Ltd

DX BREXIT AND CUSTOMS ADDENDUM

This BREXIT addendum amends and forms part of the existing contract or where there are multiple contracts with DX, each existing contract (the "Agreement") between: (i) the Customer who signs to accept this Addendum and (ii) DX Network Services Limited ("DX")

1   Brexit and Customs

1.1   In this Annex the following definitions apply:

Brexit   means

(a)   the United Kingdom (**UK**) ceasing to be a member state of the European Union (**EU**) and/or the European Economic Area (**EEA**); and/or

(b)   the commencement, variation, end of or variation in any transitional, trading or other arrangements from time to time between: (i) the UK and the EU and/or EEA; and/or (ii) the UK and any other country, group of countries, international organisation, bloc or body (including the World Trade Organization) in contemplation of or (directly or indirectly) in connection with Brexit;

Exit Day   shall have the meaning in the European Union (Withdrawal) Act 2018;

Losses   means all damages, liabilities, demands, costs, expenses, claims, actions and proceedings (including all consequential, direct, indirect, special or incidental loss or punitive damages or loss, legal and other professional fees, cost and expenses, fines, penalties, interest and loss of profit or any other form of economic loss (including loss of reputation));

Tax   means, whether created or imposed by the UK, the EU or elsewhere, any customs and excise duties, and any other taxes, levies, contributions, duties or imposts similar to, replaced by or replacing any of them, and all penalties, charges, fines and interest included in or relating to any tax assessment therefor, regardless of to whom any such taxes, penalties, charges and fines are, and any interest is, directly or indirectly chargeable or attributable or primarily chargeable or attributable;

Tax Authority means any taxing, fiscal or other authority (wherever situated in any jurisdiction) competent to impose, collect or enforce any liability to Tax, including but not limited to Her Majesty's Revenue & Customs;

2   Indemnity

2.1   Both before and after any Exit Day, the Customer shall indemnify and keep indemnified on demand and hold harmless DX against all Losses suffered or incurred by DX arising out of or in connection with DX paying or being held liable to pay, or any Tax Authority claiming that DX is liable to pay, any Tax on any Package or Consignment in connection with or as a result of Brexit or otherwise.

_____

FOR & ON BEHALF OF DX NETWORK SERVICES LIMITED

SIGNATURE ……………………………

PRINT NAME……………………………

_____

We acknowledge and accept the above terms.

SIGNATURE   …………………….…………

PRINT NAME   ………………….…….……

FOR & ON BEHALF OF ……………….……….…

DATE: …………………………………….

DELIVERED EXACTLY™

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DX DX 1 Dublin
E info@thedx.ie

December 2020

Important Information: DX Network Services Ireland Limited –Brexit Variation Form

BETWEEN:

_____   (Insert Customer Name)   **("the Customer")**

and

DX Network Services Ireland Limited ("the Supplier")

1.   Your contract/Service Agreement is varied as follows and shall take effect on the date signed by both Parties:

Customer Name	State			
Will you be be shipping from?	GB to ROI			
	ROI to GB			
Average Number of Packages Per Day to Northern Ireland	Count			
Average Number of Packages Per Day to Republic of Ireland	Count			
Average Value Per Package	€			
Average Box Size Per Package	cm x cm x cm			
Average Weight Per Package	kg		Comments	
Average Value of Goods Per Day	€	-		
How many daily customs entries are you expecting to require?	State Number			
Will you be shipping any Pharmaceutical or Food items? (Extra questions?)	Yes or No			
What is your Shipper's EORI Number?	State Code			
Will you be using your own Deferment account to pay the duties? (If NO, using DX's, see fee)	Yes or No			
If Yes - Deferment / TAN account number for payment of VAT/Duty:	State Code			

		€12.50 per entry for each consignment.
International Customs Entry		This fee allows up to 5 product lines - subsequent product lines are charged at €2.25 per line.
	DX Charge	Recharge or Duty/VAT
If Yes to use of DX Deferment Account		Plus admin fee of 5% of Duty/VAT - Minimum Charge of €16.50
		Weekly Invoiced on 7 Days Direct Debit

2. Words and expressions in this Variation shall have the meanings given to them in the DX Service Agreement or Contract between both parties.

3. The DX Service Agreement or Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

4. By signing this Variation, I confirm that I have authority to bind the Customer to the Contract, and if the we are shipping to GB that:

    a. We have read and reviewed the following documents in the Welcome Pack and returned those mentioned as requiring a return to DX:

        i. Brexit Letter

        ii. Annex 1 - Brexit Annex - read only

        iii. UK Direct Representation Authority iv) Appointment of Customs Clearance Agent

        iv. Commercial Invoice Template - this is for information only

        v. Brexit Customer EU SCC Guidance Letter - this is for information only

        vi. EU Standard Contractual Clauses Controller to Processor

        vii. UK Authority for Agent to use Importer's TAN

        viii. IE Authority for Agent to use Importer's TAN

5. We ("Customer") acknowledge that we will ship only items currently in free circulation (not under any special customs arrangements) and will hold the necessary authority to ship our goods and supply any certificates or authorisations

6. We ("Customer") will declare all products shipped as accurately as possible, and will be liable for any customs fees or fines relative to them

7. We ("Customer") will be bound by the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate and of any implied terms, and that the signatory is authorised to bind the Customer

Signed by an authorised signatory for and on behalf of the Customer

Signature	
Date	
Name (In Capitals)	
Address	

Signed by an authorised signatory to sign for and on behalf of the Supplier

Signature	
Date	
Name (In Capitals)	
Address	

Annex 4a – Brexit Customer EU SCC Guidance Letter

Dear Customer

We would like to inform you of the basic steps you will need to take when the UK leaves the EU and the transition period ends on 31st December 2020. Whether or not a deal is agreed, you will need to make immediate changes, in order for DX to continue processing data on your behalf. In the event of No Deal after 31st December 2020, the UK will likely be defined by the EU as a "Third country". The EU requires that all data transfers and processing of EU personal data to a "Third country" are processed subject to appropriate safeguards as defined by GDPR Article 26. Unfortunately the only approved safeguard available to us is to implement the EU approved standard data protection clauses (EU SCC).

Essentially, your organisation and DX must enter into a binding (EU SCC) agreement to ensure that your organisation and DX remain legally compliant in relation to the processing of EU data after 31st December 2020 (after "Brexit").

If for some reason the UK remains part of the EU or agrees to a deal after the 31st December 2020, the transfer and processing of the EU personal data will be governed by either the UK exit agreement or UK EU membership.

Please find attached a set of Standard Contractual Clauses for your completion and signature.

While the terms of Brexit negotiations remain uncertain, these clauses provide a mechanism by which transfers of EU personal data can continue in accordance with EU and UK data protection laws.

We are progressing this ahead of a future Brexit date to enable sufficient time to discuss appropriate provisions and ensure we are compliant with data protection laws.

These provisions are the European Commission approved mechanism to legalise such transfers and will operate alongside any existing data protection provisions within our main agreement.

If you have any questions, please don't hesitate to contact us via dpcontroller@thedx.co.uk. Otherwise, we look forward to receiving the signed Standard Contractual Clauses which we will return countersigned as soon as possible.

Thank you

Yours sincerely

DX Data Protection Officer

Annex 4b EU Standard Contractual Clauses Controller to Processor

EUROPEAN COMMISSION
DIRECTORATE-GENERAL JUSTICE

Directorate C: Fundamental rights and Union citizenship
Unit C.3: Data protection

Commission Decision C(2010)593
Standard Contractual Clauses (Processors)

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection

Name of the data exporting organisation: ...., having its registered office at

....

Other information needed to identify the organisation:

A company registered in ...., with company number ....

....
(the data **exporter**)

And

Name of the data importing organisations, address, other information needed to identify the organisations:

DX Network Services Limited, a company registered in England and Wales registration number 05026914, having its registered office at Ditton Park, Riding Court Road, Datchet, Slough, SL3 9GL

DX Network Services Ireland Limited, a company registered in the Republic of Ireland with company number 54066, having its registered office at Unit 6B, Northern Cross Business Park, Finglas, Dublin 11

....

(the data **importer**)

each a "party"; together "the parties",

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

Clause 1

Definitions

For the purposes of the Clauses:

(a)   *'personal data'*, *'special categories of data'*, *'process/processing'*, *'controller'*, *'processor'*, *'data subject'* and *'supervisory authority'* shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data[1];

(b)   *'the data exporter'* means the controller who transfers the personal data;

(c)   *'the data importer'* means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;

(d)   *'the subprocessor'* means any processor engaged by the data importer or by any other subprocessor of the data importer who agrees to receive from the data importer or from any other subprocessor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;

(e)   *'the applicable data protection law'* means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;

(f)   *'technical and organisational security measures'* means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

Clause 2

Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

Clause 3

Third-party beneficiary clause

1.   The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.

2.   The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on

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[1]   Parties may reproduce definitions and meanings contained in Directive 95/46/EC within this Clause if they considered it better for the contract to stand alone.

the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.

3.   The data subject can enforce against the subprocessor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.

4.   The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

Clause 4

Obligations of the data exporter

The data exporter agrees and warrants:

(a)   that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;

(b)   that it has instructed and throughout the duration of the personal data processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;

(c)   that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;

(d)   that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;

(e)   that it will ensure compliance with the security measures;

(f)   that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;

(g)   to forward any notification received from the data importer or any subprocessor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;

(h)   to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for subprocessing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;

(i)   that, in the event of subprocessing, the processing activity is carried out in accordance with Clause 11 by a subprocessor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and

(j)   that it will ensure compliance with Clause 4(a) to (i).

Clause 5

Obligations of the data importer[2]

The data importer agrees and warrants:

(a)   to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(b)   that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(c)   that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;

(d)   that it will promptly notify the data exporter about:

      (i)   any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation,

      (ii)   any accidental or unauthorised access, and

      (iii)   any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;

(e)   to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;

(f)   at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;

(g)   to make available to the data subject upon request a copy of the Clauses, or any existing contract for subprocessing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;

(h)   that, in the event of subprocessing, it has previously informed the data exporter and obtained its prior written consent;

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[2]   Mandatory requirements of the national legislation applicable to the data importer which do not go beyond what is necessary in a democratic society on the basis of one of the interests listed in Article 13(1) of Directive 95/46/EC, that is, if they constitute a necessary measure to safeguard national security, defence, public security, the prevention, investigation, detection and prosecution of criminal offences or of breaches of ethics for the regulated professions, an important economic or financial interest of the State or the protection of the data subject or the rights and freedoms of others, are not in contradiction with the standard contractual clauses. Some examples of such mandatory requirements which do not go beyond what is necessary in a democratic society are, *inter alia,* internationally recognised sanctions, tax-reporting requirements or anti-money-laundering reporting requirements.

(i)   that the processing services by the subprocessor will be carried out in accordance with Clause 11;

(j)   to send promptly a copy of any subprocessor agreement it concludes under the Clauses to the data exporter.

Clause 6

Liability

1.   The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or subprocessor is entitled to receive compensation from the data exporter for the damage suffered.

2.   If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his subprocessor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract of by operation of law, in which case the data subject can enforce its rights against such entity.

The data importer may not rely on a breach by a subprocessor of its obligations in order to avoid its own liabilities.

3.   If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the subprocessor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the subprocessor agrees that the data subject may issue a claim against the data subprocessor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the subprocessor shall be limited to its own processing operations under the Clauses.

Clause 7

Mediation and jurisdiction

1.   The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:

(a)   to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;

(b)   to refer the dispute to the courts in the Member State in which the data exporter is established.

2.   The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8

Cooperation with supervisory authorities

1.   The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.

2.   The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any subprocessor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.

3.   The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any subprocessor preventing the conduct of an audit of the data importer, or any subprocessor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5 (b).

Clause 9

Governing Law

The Clauses shall be governed by the law of the Member State in which the data exporter is established, namely the Republic of Ireland

Clause 10

Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

Clause 11

Subprocessing

1.   The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the subprocessor which imposes the same obligations on the subprocessor as are imposed on the data importer under the Clauses[3]. Where the subprocessor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the subprocessor's obligations under such agreement.

2.   The prior written contract between the data importer and the subprocessor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.

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[3]   This requirement may be satisfied by the subprocessor co-signing the contract entered into between the data exporter and the data importer under this Decision.

3.   The provisions relating to data protection aspects for subprocessing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established, namely the Republic of Ireland.

4.   The data exporter shall keep a list of subprocessing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5 (j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

Clause 12

Obligation after the termination of personal data processing services

1.   The parties agree that on the termination of the provision of data processing services, the data importer and the subprocessor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.

2.   The data importer and the subprocessor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data processing facilities for an audit of the measures referred to in paragraph 1.

APPENDIX 1 TO THE STANDARD CONTRACTUAL CLAUSES

This Appendix forms part of the Clauses and must be completed and signed by the parties.

The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix.

Data exporter
To provide the Data Importer with Data subject postal contact and telephone information for the purpose of providing mail collection and delivery serivices.to named Data subjects.

Data importer
Importing personal data to enable the data importer to deliver or collect goods to and/or from the consignees of the Data exporter, send notifications, collect proof of delivery information and provide tracking information regarding deliveries on behalf of the data exporter.

Data subjects
Data exporter's customers.

Categories of data
Data exporter's clients/customers details including (as applicable) name, address, email address, telephone number, photographs of property and/or parcels to evidence delivery.

Special categories of data (if appropriate)
Not Applicable.

Processing operations
The data importer and its sub processors, process/store personal data in accordance with its obligations pursuant to the provision of services to the data exporter in relation to the collection, carriage and delivery of items as instructed by the data exporter. Processing activities include item collection, route calculation, item tracking, delivery, electronic delivery notification services, complaints management and proof of delivery. The personal data will be retained in accordance with the instructions of the data exporter or if no such instructions are provided for a term of (12 months) after which the data will be deleted or rendered as non-identifiable, in the absence of a term as instructed by the data exporter after the successful delivery of the item to facilitate the management of claims and delivery queries.

APPENDIX 2 TO THE STANDARD CONTRACTUAL CLAUSES

This Appendix forms part of the Clauses and must be completed and signed by the parties.

Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and S(c) (or document/ legislation attached):

(a) The data exporter will provide the data to the data importer in an agreed electronic format either in bulk via secure file transfer, a request/response internet facing web API or individually via the use of a web application. The data exporter and data importer will protect all data transmissions via the use of encrypted data transmission channels, known as Transport Layer Encryption or TLS or other equivalent technologies. The TLS implementation will only use cipher suites that are composed entirely of approved algorithms.

(b) The data importer's IT system(s) will be hosted within data centres which have a current ISO27001 accreditation or provide the data importer with sufficient assurances and guaranties of compliance with the ISO27001 standard.

(c) The data importer's IT system(s) architecture which processes the data will include logical network segmentation all network data transmissions between each segment shall be managed and controlled to protect the data from unauthorised access or tampering using industry accepted firewalls or equivalent technologies.

(d) Where the provision of the services by the data importer to the data exporter requires the data to be carried in physical media including paper, the data importer will ensure all reasonable measures are implemented to ensure the confidentiality and integrity of the data while being processed by the data importer.

On behalf of the data exporter:

Name (written out in full):

Position:

Address:

Other information necessary in order for the contract to be binding (if any):

Signature...

On behalf of the data importer:

Name (written out in full):

Position:

Address:

Other information necessary in order for the contract to be binding (if any):

Signature...

Key Terms

COMMERCIAL INVOICE - A customs declaration document providing all information required to complete a customs entry. This will need to be completed and attached to every item you send to or from the EU at the end of the transition period.

CUSTOMS DUTY – A tariff/fee placed on most goods sent into a country from outside its borders. The duty is payable if the items are above a certain value. The charges are applied by customs at the time of clearance. At the end of the transition period, the rules on customs duties for goods coming to or from UK may change.

CUSTOMS ENTRY – This is a document that provides details about your shipment export and import entry. Countries require a completed customs declaration form when bringing goods across International borders, which helps customs to control the goods entering the country. DX will administer the entry on your behalf at a cost per entry up to 5 lines plus a cost per line thereafter.

EORI (ECONOMIC OPERATOR REGISTRATION AND IDENTIFICATION) NUMBER – This is a Trader ID code used to track and register customs information in the EU. Currently all businesses importing or exporting goods from countries outside the EU need one. At the end of the transition period, UK businesses will need an EORI number to trade with EU countries. Visit https://www.gov.uk/eori for more information.

EUROPEAN UNION (EU) – A political and economic union of 27 member states. The EU was established in 1957.

HMRC – Her Majesty's Revenue & Customs. The government body responsible for charging and applying any Customs fees on goods imported into the UK. These charges may include Import VAT and customs and excise duties. The charges are applied by Border Force under the direction of HMRC.

REVENUE IRELAND – Full name Revenue Commissioners Customs Division. The Irish government body responsible for charging and applying any Customs fees on goods imported into the Republic of Ireland.

TARIFF (or 'HS') CODES – An internationally standardised system of names and numbers used to classify traded products. The codes are required on Customs declarations and therefore also Commercial Invoices for goods sent to other countries. The system was developed by the World Customs Organization (WCO) and is used by over 200 countries as a basis for their customs tariffs. HS codes can have 6, 8 or 10 numerical digits, and for the purposes of import entry the 10 digit code is required.

INCOTERMS - Incoterms or International Commercial Terms are a series of pre-defined commercial terms published by the International Chamber of Commerce (ICC). These relate to international commercial law. They are widely used in international commercial transactions or procurement processes and their use is encouraged by trade councils, courts and international lawyers. They are there to protect buyers and sellers with an international standard and regulate the payment terms for the receiver of the goods. Find out more here: https://iccwbo.org/resources-for-business/incoterms-rules/

IMPORT VAT – A fee currently paid on gifts and goods sent to a country from outside its borders. The rate applied depends on whether the items are gifts or commercial goods, what they are and their value. The charges are applied by customs on behalf of governments. At the end of the transition period, the rules on import VAT for goods coming into the UK from the EU or to the EU from the UK may change.

NORTHERN IRELAND PROTOCOL – The agreement between the UK and the EU setting a framework for Ireland and Northern Ireland in recognition that the UK's withdrawal from the EU presents a unique challenge to the island of Ireland. It states a customs border will exist in the Irish Sea rather than between ROI/NI.

WITHDRAWAL AGREEMENT – An agreement that sets out how the UK will leave the EU in an orderly manner.

Please keep up to date with advice using the link https://www.gov.uk/transition