

**THIS VENDOR FRAMEWORK** is made as of 25 May 2018 (“this Agreement”)

**BETWEEN:**

- (1) OLL (**Data Processor/Data Controller**); and
- (2) Vendor/ Service Provider (**Data Sub-Processor/Data Controller/Data Processor**)

(each a “**Party**” and together, the “**Parties**”)

**WHEREAS:**

- A. The Merchant Data Controller (as defined below) has authorised OLL (i) to process any Personal Data provided to OLL or which is made available to OLL for the purposes of the contract of carriage and logistics services between the Merchant Data Controller and OLL and for other purposes agreed under the Framework; and (ii) to engage the Vendor as a sub-processor of such Personal Data exclusively on the Merchant Data Controller’s behalf for the same purposes and subject to the same obligations imposed on OLL (if applicable).
- B. OLL appointed the Vendor pursuant to the Contract (as defined below) to provide Services (as defined below) to OLL and/or Merchant Data Controller (as the case may be).
- C. The Parties agree to supplement and amend the terms of the Contract to address their mutual rights, duties and obligations arising as a result of the implementation of the Regulation (as defined below) and the Applicable Data Protection Laws (as defined below), to the extent applicable.

**It is hereby agreed as follows:**

**1 DEFINITIONS AND INTERPRETATION**

- 1.1 Unless otherwise stated, this Agreement adopts the same definitions and interpretation in the Framework. The capitalised terms in this Agreement shall have the meanings set out in **Schedule 1**.
- 1.2 References to this Agreement includes the Schedules. If there is any inconsistency between the Clauses and the Schedules to this Agreement, the Clauses shall take precedence.

**2 AMENDMENT TO THE CONTRACT**

- 2.1 This Agreement amends the Contract in accordance with the provisions thereof. All existing provisions of the Contract shall continue in full force and effect save as amended by this Agreement. The Contract and this Agreement shall be read and construed together and shall be deemed to constitute one and the same instrument.

**3 APPLICABILITY OF DATA PROTECTION PROVISIONS**

- 3.1 For the avoidance of doubt:

- (1) Clauses 4 shall apply to Personal Data of the Merchant Data Controller provided by OLL to the Vendor for sub-processing pursuant to this Framework and the Contract;
- (2) Clause 5 shall apply to Vendor's Personal Data provided by the Vendor to OLL for processing pursuant to the Contract; and
- (3) Clause 6 shall apply to OLL's Personal Data provided by OLL to the Vendor for processing pursuant to the Contract.

#### **4 PROVISIONS APPLICABLE TO PERSONAL DATA OF MERCHANT DATA CONTROLLER**

- 4.1 For Merchant Data Controller Personal Data, the Contract shall be amended and supplemented by Clauses 4.2 to 4.10 as and from the Effective Date.
- 4.2 The Parties agree to comply with the Regulation and any Applicable Data Protection Laws.
- 4.3 OLL shall be the "Processor" and the Vendor shall be a "Sub-Processor" in respect of the Personal Data provided by the Merchant Data Controller to OLL pursuant to the Framework.
- 4.4 In processing the Personal Data by the Vendor under the Contract of the Merchant Data Controller, the Vendor shall be bound by the same obligations as are imposed on OLL under the Framework.
- 4.5 The Vendor represents and warrants that it has or shall (as the case may be) implement appropriate technical and organizational measures to ensure security of the Personal Data in compliance with the Regulation and Applicable Data Protection Laws.
- 4.6 The Vendor is permitted and instructed by OLL to:
  - (a) process all Personal Data of the Merchant Data Controller in compliance with instructions, either given directly by the Merchant Data Controller or through OLL, in order to provide the Services under the Contract, including but not limited to transferring Personal Data of the Merchant Data Controller to competent bodies, courts or regulatory authorities in order to provide the Services, comply with Applicable Data Protection Laws or comply with requests from such bodies, courts or authorities;
  - (b) disclose or transfer the Personal Data of the Merchant Data Controller to its Affiliates, and any of its employees, agents, delegates, Sub-Processors, or competent authorities (including customs and tax authorities) and bodies in order to provide the Services or services ancillary thereto;
  - (c) process the Personal Data of the Merchant Data Controller to carry out actions or investigations that the Vendor considers appropriate to meet its obligations arising from applicable laws relating to fraud prevention, sanction, money laundering, terrorist, bribery, corruption, and the provision of other services to persons who may be subject to economic or trade sanctions (including disclosure to any subsequent sub-processors);
  - (d) report regulatory related information to competent bodies or authorities in order to comply with its legal and regulatory obligations;

- (e) retain the Personal Data of the Merchant Data Controller for so long as it is required to provide the Services, perform investigations in relation to such, or otherwise required by Applicable Data Protection Law and/or justified under the relevant statutory limitation periods (as applicable), whichever is the later; and
- (f) process, retrieve or track the Personal Data of the Merchant Data Controller for the purpose of updating OLL's records for fees and billing by the Vendor and/or its Affiliates.

4.7 Unless otherwise prevented by Applicable Data Protection Laws, the Vendor agrees that it will

- (a) process the Personal Data of the Merchant Data Controller in compliance with the instructions given through OLL and this Agreement. If it is required by any applicable laws to process or disclose Personal Data of the Merchant Data Controller for purposes other than those agreed, it shall promptly inform OLL of that legal requirement before processing the Personal Data of the Merchant Data Controller;
- (b) as soon as practicable inform OLL if an instruction given to it breaches the Regulation, Applicable Data Protection Law and/or any applicable laws;
- (c) take appropriate technical and organisational measures against unauthorised or unlawful processing, accidental loss or destruction of, or damage to, the Personal Data of the Merchant Data Controller, and ensure that all persons who have access to process Personal Data of the Merchant Data Controller have committed themselves to appropriate obligations of confidentiality;
- (d) provide reasonable assistance to the Merchant Data Controller and/or OLL to enable it to comply with (i) the rights of Data Subjects; (ii) the security requirements; and (iii) any privacy assessment procedure or consultation, as required under the Regulation and/or Applicable Data Protection Law;
- (e) inform OLL without delay of (i) any request for the disclosure of the Personal Data of the Merchant Data Controller by a law enforcement authority; (ii) any incident which gives rise to a risk of unauthorised access, disclosure, loss, destruction, misuse or alternation of Personal Data of the Merchant Data Controller; (iii) any notice, inquiry or investigation by a Supervisory Authority; and (iv) any complaint or request (in particular, requests for access to, rectification or blocking, erasure and destruction of Personal Data of the Merchant Data Controller) received directly from the Data Subjects;
- (f) notify OLL as soon as it becomes aware of a Reportable Breach and will provide the Merchant Data Controller and/or OLL with reasonable assistance in responding to and mitigating it. Where the Vendor, sub-processor or subsequent sub-processors fail to fulfill their obligations in accordance with the Regulation or Applicable Data Protection Laws, the Merchant Data Controller and/or OLL is entitled to suspend the transfer of Personal Data of the Merchant Data Controller and/or terminate the Framework (which shall in turn terminate this Agreement); and
- (g) upon termination of the Contract, the Personal Data of the Merchant Data Controller shall, at the Merchant Data Controller/OLL's option, be destroyed or returned to OLL, and the Vendor agrees to certify to OLL that it has done so upon request.

- 4.8 OLL for itself and on behalf of the Merchant Data Controller acknowledges and agrees that the Vendor shall be permitted to perform any or all of its Personal Data of the Merchant Data Controller processing obligations through its Affiliates, subcontractors, or continue to use sub-contractors already engaged by the Vendor, provided that (i) the Vendor shall remain liable to OLL for such performance of its Personal Data of the Merchant Data Controller processing obligations by any Affiliate or subcontractor; (ii) all Affiliates or subcontractors engaged by the Vendor shall be bound by the terms of an agreement which contain the same or equivalent obligations with respect to Personal Data of the Merchant Data Controller processing as are imposed on the Vendor under this Agreement; (iii) the Merchant Data Controller remains free to agree if the sub-processor may engage subsequent subprocessors and if these latter may subsequently engage other subsequent sub-processors; and (iv) any sub-processing could be allowed only with the prior information to the OLL and/or the Merchant Data Controller.
- 4.9 The Vendor may, if relevant in providing Services to OLL, transfer the Personal Data of the Merchant Data Controller to a country outside of the European Economic Area (“EEA”) in accordance with the Model Clauses, Ad hoc Clauses or other available data transfer solutions under the Regulation and/or Applicable Data Protection Law. The Vendor acknowledges that OLL for itself and on behalf of the Merchant Data Controller consents to such transfers and agrees to be bound by the Model Clauses or Ad Hoc Clauses.
- 4.10 The Vendor shall indemnify and hold OLL and the Merchant Data Controller harmless against any claim brought by a Data Subject and/or any competent authority or body arising out of the Vendor’s breach of its obligations in respect of the Personal Data of the Merchant Data Controller under this Agreement and Framework or failure to comply with the Regulation and/or any Applicable Data Protection laws.

## **5 PROVISIONS APPLICABLE TO PERSONAL DATA OF THE VENDOR**

- 5.1 For Vendor’s Personal Data (as defined below), the Contract shall be amended and supplemented by Clauses 5.2 to 5.10 as and from the Effective Date.
- 5.2 The Vendor authorises OLL to process Vendor’s Personal Data provided to OLL or which is made available to it for the purposes of providing Services to OLL pursuant to the Contract and for any other purposes set out in **Schedule 3**.
- 5.3 The Vendor shall be the “*Data Controller*” and OLL shall be a “*Data Processor*” for the purposes of the Regulation and/or the Applicable Data Protection Law. The Data Subjects, Categories of Vendor’s Personal Data, Processing Operations and Duration of Processing relevant to the provision of the Services are defined in **Schedule 3**.
- 5.4 The Vendor represents and warrants that it complies with the Regulation and any Applicable Data Protection Laws regarding the collection, use and all other security measures of the Vendor’s Personal Data, in particular:
- (a) all of the Vendor’s Personal Data that the Vendor provides or makes available to OLL has been lawfully and validly obtained or processed by the Vendor, and can be lawfully disclosed to OLL for the provision of Services and any other agreed purposes. The Processing of Vendor’s Personal Data will be relevant, fair, lawful and proportionate to the respective uses of the Vendor;

- (b) all Data Subjects of Vendor's Personal Data have been informed of the OLL's Processing of their Personal Data for the agreed purposes and the Vendor can demonstrate a lawful basis for such Processing; and
- (c) the Vendor has established a procedure for the exercise of the rights of individuals whose personal data are collected and are in its custody or under its control.

5.5 The Vendor agrees that OLL is permitted to, and instructs OLL to:

- (a) process all Vendor's Personal Data that OLL collects from, or relating to, the Vendor for the Vendor's provision of Services under the Contract, including but not limited to transferring Vendor's Personal Data to competent bodies, courts or regulatory authorities in order to provide the Services, comply with Applicable Data Protection Laws or comply with requests from such bodies, courts or authorities;
- (b) disclose or transfer the Vendor's Personal Data to its Affiliates, and any of its employees, agents, delegates, Sub-Processors, or competent authorities (including customs and tax authorities) and bodies for the Vendor's provision of Services or services ancillary thereto;
- (c) Process the Vendor's Personal Data to carry out actions or investigations that OLL considers appropriate to meet its obligations arising from applicable laws relating to fraud prevention, sanction, money laundering, terrorist, bribery, corruption, and the provision of other services to persons who may be subject to economic or trade sanctions (including disclosure to Sub-Processors);
- (d) report regulatory related information to competent bodies or authorities in order to comply with its legal and regulatory obligations;
- (e) retain the Vendor's Personal Data for so long as it is required to provide the Services or perform investigations in relation to such, or otherwise required by Applicable Data Protection Law and/or justified under the relevant statutory limitation periods (as applicable), whichever is the later; and
- (f) Process, retrieve or track the Vendor's Personal Data for the purpose of settlement of fees and future business with the Vendor.

5.6 Unless otherwise prevented by Applicable Data Protection Laws, OLL agrees that it will

- (a) Process the Vendor's Personal Data only on behalf of the Vendor and in compliance with the written instructions of the Vendor and this Agreement. If it is required by any applicable laws to process or disclose the Vendor's Personal Data for purposes other than those agreed, it shall promptly inform the Vendor of that legal requirement before processing the Vendor's Personal Data;
- (b) as soon as practicable inform the Vendor if in OLL's opinion, and without any obligation to perform any legal assessment, an instruction given to it breaches the Regulation, Applicable Data Protection Law and/or any applicable laws;

- (c) take appropriate technical and organisational measures against unauthorised or unlawful processing, accidental loss or destruction of, or damage to, the Vendor's Personal Data, and ensure that all persons who have access to process Vendor's Personal Data have committed themselves to appropriate obligations of confidentiality;
  - (d) provide reasonable assistance to the Vendor to enable it to comply with (i) the rights of Data Subjects; (ii) the security requirements; and (iii) any privacy assessment procedure or consultation, as required under the Regulation and/or Applicable Data Protection Law;
  - (e) inform the Vendor without delay of (i) any request for the disclosure of the Vendor's Personal Data by a law enforcement authority; (ii) any incident which gives rise to a risk of unauthorised access, disclosure, loss, destruction, misuse or alternation of Vendor's Personal Data; (iii) any notice, inquiry or investigation by a Supervisory Authority; and (iv) any complaint or request (in particular, requests for access to, rectification or blocking, erasure and destruction of Vendor's Personal Data) received directly from the Data Subjects;
  - (f) notify the Vendor as soon as it becomes aware of a Reportable Breach and will provide the Vendor with reasonable assistance in responding to and mitigating it. Where the Reportable Breach is connected to OLL's Processing of the Vendor's Personal Data, the Vendor shall provide OLL with a copy of the intended notification (if any) to be made by the Vendor to the affected Data Subjects and/or Supervisory Authority for OLL's prior written approval; and
  - (g) upon termination of the Contract, the Vendor's Personal Data shall, at the Vendor's option, be destroyed or returned to the Vendor, at the Vendor's costs.
- 5.7 The Vendor acknowledges and agrees that OLL shall be permitted to perform any or all of its Vendor's Personal Data processing obligations through its Affiliates, subcontractors, or continue to use sub-contractors engaged by OLL, provided that (i) OLL shall remain liable to the Vendor for such performance of its Vendor's Personal Data processing obligations by any Affiliate or subcontractor; and (ii) all Affiliates or subcontractors engaged by OLL shall be bound by the terms of an agreement which contain the same or equivalent obligations with respect to Vendor's Personal Data processing as are imposed on OLL under this Agreement.
- 5.8 The Vendor acknowledges and agrees that OLL may transfer the Vendor's Personal Data to a country outside of the European Economic Area ("EEA") in accordance with the Model Clauses, Ad hoc Clauses or other available data transfer solutions under the Regulation and/or Applicable Data Protection Law. The Vendor hereby consents to such transfers and agrees to be bound by the Model Clauses or Ad Hoc Clauses (as the case may be). The Vendor represents and warrants to OLL that disclosure of any transfer contemplated will be made in the Vendor's documentation.
- 5.9 The Vendor shall remain solely and fully liable for any damage which a Data Subject may suffer as a result of the Processing of their Personal Data which is under the Vendor's control and which does not result from a breach by OLL of its obligations under this Agreement and the Applicable Data Protection Law.
- 5.10 The Vendor acknowledges and agrees that OLL is reliant upon the Vendor as the Data Controller for lawful direction and documented instructions as to the extent to which OLL is entitled to process any Vendor's Personal Data. The Vendor agrees that OLL will not be liable and it shall fully and effectively indemnify OLL for any claim brought by a Data Subject and/or any competent authority or body arising from any action or omission of OLL, to the extent that such action or omission resulted from the Vendor's instructions given to OLL.

## 6 PROVISIONS APPLICABLE TO PERSONAL DATA OF OLL

- 6.1 For OLL's Personal Data (as defined below), the Contract shall be amended and supplemented by Clauses 6.2 to 6.6 as and from the Effective Date.
- 6.2 OLL authorises the Vendor to process OLL's Personal Data provided to the Vendor or which is made available to it for the purposes of the Vendor's provision of Services to OLL pursuant to the Contract and for any other purposes set out in **Schedule 4**.
- 6.3 OLL shall be the "*Data Controller*" and the Vendor shall be a "*Data Processor*" for the purposes of the Regulation and/or the Applicable Data Protection Law. The Data Subjects, Categories of OLL's Personal Data, Processing Operations and Duration of Processing relevant to the provision of the Services are defined in **Schedule 4**.
- 6.4 OLL represents and warrants that it complies with the Regulation and any Applicable Data Protection Laws regarding the collection, use and all other security measures of the OLL's Personal Data, in particular:
- (a) all of OLL's Personal Data that OLL provides or makes available to the Vendor has been lawfully and validly obtained or processed by OLL, and can be lawfully disclosed to the Vendor for the provision of Services and any other agreed purposes. The Processing of such OLL's Personal Data will be relevant, fair, lawful and proportionate to the respective uses of OLL;
  - (b) all Data Subjects have been informed of the Vendor's Processing of their Personal Data for the agreed purposes and OLL can demonstrate a lawful basis for such Processing; and
  - (c) OLL has established a procedure for the exercise of the rights of individuals whose OLL's Personal Data are collected and are in its custody or under its control.
- 6.5 OLL agrees that the Vendor is permitted to, and instructs the Vendor to Process all OLL's Personal Data that the Vendor collects from, or relating to, the Vendor in order to provide the Services under the Contract=
- 6.6 Unless otherwise prevented by Applicable Data Protection Laws, the Vendor agrees that it will
- (a) Process OLL's Personal Data only on behalf of the OLL and in compliance with the written instructions of OLL and this Agreement. If it is required by any applicable laws to process or disclose OLL's Personal Data for purposes other than those agreed, it shall promptly inform OLL of that legal requirement before processing the OLL's Personal Data;
  - (b) as soon as practicable inform OLL if in the Vendor's opinion, and without any obligation to perform any legal assessment, an instruction given to it breaches the Regulation, Applicable Data Protection Law and/or any applicable laws;
  - (c) take appropriate technical and organisational measures against unauthorised or unlawful processing, accidental loss or destruction of, or damage to, OLL's Personal Data, and ensure that all persons who have access to process OLL's Personal Data have committed themselves to appropriate obligations of confidentiality;

- (d) provide reasonable assistance to OLL to enable it to comply with (i) the rights of Data Subjects; (ii) the security requirements; and (iii) any privacy assessment procedure or consultation, as required under the Regulation and/or Applicable Data Protection Law;
- (e) inform OLL without delay of (i) any request for the disclosure of OLL's Personal Data by a law enforcement authority; (ii) any incident which gives rise to a risk of unauthorised access, disclosure, loss, destruction, misuse or alternation of OLL's Personal Data; (iii) any notice, inquiry or investigation by a Supervisory Authority; and (iv) any complaint or request (in particular, requests for access to, rectification or blocking, erasure and destruction of OLL's Personal Data) received directly from the Data Subjects;
- (f) notify OLL as soon as it becomes aware of a Reportable Breach and will provide OLL with reasonable assistance in responding to and mitigating it. Where the Reportable Breach is connected to the Vendor's Processing of OLL's Personal Data, OLL shall provide the Vendor with a copy of the intended notification (if any) to be made by OLL to the affected Data Subjects and/or Supervisory Authority for the Vendor's prior written approval; and
- (g) upon termination of the Contract, OLL's Personal Data shall, at OLL's option, be destroyed or returned to OLL.

## **7 AD HOC CLAUSES**

- 7.1 In addition to Clause 4 hereof (if applicable), OLL and the Vendor acknowledge and confirm that the Ad hoc Clauses have been fully incorporated into the Contract with the following modifications:
- (a) OLL shall assume all right and obligation of the "data exporter";
  - (b) The Vendor shall assume all right and obligation of the "data importer";
  - (c) **Schedule 2** of this Agreement shall apply as **Appendix 1** of the Ad hoc Clauses; and
  - (d) In the event of any conflict and/or inconsistency between the Ad hoc Clauses and this Agreement, the provisions of the Ad hoc Clauses shall prevail.

## **8 PRECEDENCE**

- 8.1 In the event of any conflict and/or inconsistency between any Data Protection Provisions contained in the Contract (if any) and the data protection provisions contained in this Agreement, the provisions on data protection only in this Agreement shall prevail.

## **9 COUNTERPARTS**

- 9.1 This Agreement may be executed in any number of counterparts and by the different Parties hereto on separate counterparts each of which when executed and delivered shall constitute an original and all such counterparts together constituting but one and the same instrument.

## **10 VARIATION**

- 10.1 No provisions of this Agreement may be amended, changed, waived, discharged or terminated except in writing signed by each of the Parties.



10.2 If any of the provisions of this Agreement is found by an arbitrator, court or other competent authority to be void, illegal or unenforceable, this will not affect the remaining provisions of this Agreement. The Parties shall negotiate in good faith in order to replace this void, illegal or unenforceable provision with such a valid, legal or enforceable provision which the parties would have agreed upon if they have been aware of the void, illegal or unenforceable provision. The same procedure to apply in case of a contractual gap.

## **11 GOVERNING LAW AND JURISDICTION**

11.1 This Agreement (including any non-contractual obligations arising out of or in connection with the same) shall be governed by and construed, and any and all claims, suits, proceedings or disputes howsoever arising in connection with this Agreement or the rights and obligations in the Contract shall be determined in accordance with the laws of England.

11.2 The provisions of this Clause 11 shall continue to apply notwithstanding the termination of this Agreement.

## SCHEDULE 1

“**Ad hoc Clauses**” means the draft contractual clauses prepared by the Article 29 Working Party on data transfers from processors to sub-processors established in third countries according to Article 26(2) of Directive 95/46/EC of the European Parliament and of the Council, and as may be amended or replaced from time to time, a copy of which can be found at [http://ec.europa.eu/justice/article-29/documentation/opinion-recommendation/files/2014/wp214\\_en.pdf](http://ec.europa.eu/justice/article-29/documentation/opinion-recommendation/files/2014/wp214_en.pdf) ;

“**Contract**” means the contract entered into or will be entered into pursuant to which the Vendor provides Services (as defined below) to OLL, and including all schedules and appendices thereto (as may be amended from time to time);

“**contracts of carriage and logistics services**” means the contracts of carriage and logistics services entered into or will be entered into pursuant to which OLL provides the Services (as defined below) to the Merchant Data Controller, and including all schedules and appendices thereto (as may be amended from time to time);

“**Affiliate**” means any subsidiary or holding company of OLL or the Vendor, as the case may be, and any subsidiary of such holding company and for these purposes the terms “**subsidiary**” and “**holding company**” are defined as follows:

(i) a company is a “**subsidiary**” of another company only if—

(a) it is controlled by—

i. that other company; or

ii. that other company and one or more companies each of which is controlled by that other company; or

iii. two or more companies each of which is controlled by that other company; or

(b) it is a subsidiary of a subsidiary of that other company.

(ii) a company is the “**holding company**” of another only if that other company is its subsidiary.

“**Applicable Data Protection Law(s)**” means

(i) for the purposes of English law, all applicable national laws, regulations and other legal requirements relating to (a) privacy, data security, consumer protection, marketing, promotion and text messaging, email and other communications; and (b) the use, collection, retention, storage, security, disclosure, transfer, disposal, and other processing of any Personal Information, in which OLL or its Affiliate is subject to or which are otherwise applicable;

(ii) for the purposes of European Union law, the Data Protection Acts 1988 and 2003 (as amended), the European Communities (Electronic Communications Networks and Services) (Privacy and Electronic Communications Regulations 2011 and the Regulation (as defined below) (as amended or replaced from time to time), and any other EU regulations, directives, guidance,



directions, determinations, codes of practice, circulars, orders, notices or demands issued by any Supervisory Authority in which OLL or its Affiliate is subject to; and

- (iii) any applicable national, international, regional, municipal or other data privacy authority or other data protection laws or regulations in any other territory in which OLL or its Affiliate is subject to or which are otherwise applicable.

**“Data Controller”** has the meaning assigned to it in the Regulation and/or any Applicable Data Protection Law and as defined in Schedule 2, Schedule 3 and Schedule 4 (as the case may be) and shall collectively refer to:

- (i) The Merchant Data Controller who provides the Personal Data to OLL for processing pursuant to the contract of carriage and logistics services and the Framework;
- (ii) The Vendor who provides the Vendor’s Personal Data to OLL for processing pursuant to the Contract;
- (iii) OLL who provides the OLL’s Personal Data to the Vendor for processing pursuant to the Contract.

For avoidance of doubt, the Merchant Data Controller, the Vendor and OLL when acting as Data Controller has the same meaning assigned to it as Data Controller under the Regulation and/or any Applicable Date Protection Law.

**“Data Processor”** has the meaning assigned to it in the Regulation and/or any Applicable Data Protection Law and as defined in Schedule 2, Schedule 3 and Schedule 4 (as the case may be) and shall include:

- (i) OLL who processes Personal Data on behalf of Merchant Data Controller pursuant to the contract of carriage and logistics services and the Framework; and
- (ii) OLL who processes the Vendor’s Personal Data pursuant to the Contract;
- (iii) The Vendor who processes OLL’s Personal Data pursuant to the Contract.

**“Data Protection Provisions”** mean any and all provisions in the Contract relating to the Parties’ rights, duties and obligations under any Applicable Data Protection Law;

**“Data Subjects”** means the identified or identifiable natural person to whom the Personal Data relates and includes the categories of data subjects listed in the **Schedule 2, 3 and 4**;

**“Effective Date”** means the date on which the Regulation become applicable to the Services;

**“Framework”** means the agreement concluded between the Merchant Data Controller and OLL to reflect the rights and obligations in compliance with the Regulation and/or Applicable Data Protection Laws, the terms of which can be found at [https://www.oocllogistics.com/resources/PDP\\_FWK\\_E.pdf](https://www.oocllogistics.com/resources/PDP_FWK_E.pdf).

**“Merchant Data Controller”** means the parties described as Merchant Data Controller in Schedule 2.

“**Model Clauses**” mean the standard contractual clauses annexed to the European Commission’s Decision 2010/87/EU for the Transfer of Personal Data to Processors established in third countries under Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995, as amended, on the protection of individuals with regard to the Processing of the Personal Data and on the free movement of such data, and as may be amended or replaced from time to time, a copy of which can be found at <http://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32010D0087&from=en> ;

“**Personal Data**”/“**Personal Information**” has the meaning assigned to it in Applicable Data Protection Laws and includes (i) the categories of Personal Data provided by the Merchant Data Controller to OLL for the purpose of providing service under the contract of carriage and logistics services to the Merchant and processed (as defined below) by the Parties under the Contract, as set out in the **Schedule 2**; and (ii) the categories of Vendor’s Personal Data provided by Vendor to OLL for the purpose of providing service under the Contract to OLL or the Merchant and processed by the Parties under the Contract as set out in **Schedule 3**; and (iii) the categories of OLL’s Personal Data provided by OLL to the Vendor for the purpose of the Vendor’s provision of service under the Contract to OLL and processed by the Parties under the Contract as set out in **Schedule 4**. For the avoidance of doubt, Personal Data means any information about an identified or identifiable individual who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that individual, including Sensitive Personal Data and further includes:

- (a) the categories of Personal Data set out in **Schedule 2, Schedule 3 or Schedule 4** (as the case may be); and
- (b) Personal Data collected as part of the monitoring and recording of calls and electronic communications by the Vendor.

“**Processing (and its derivatives)**” means carrying out any operation on Personal Data, including collecting, obtaining, recording, holding, storing, organising, adapting, structuring, altering, retrieving, transferring, consulting, using, disclosing, disseminating or otherwise making available, aligning, combining, restricting, blocking, erasing or destroying it.

“**Regulation**” means the General Data Protection Regulation (Regulation (EU) 2016/679 of the European Parliament and of the Council of the 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data) as and when it becomes applicable to the Services on and from 25 May 2018;

“**Reportable Breach**” means (i) any breach of security leading to the loss or unlawful destruction or unauthorised disclosure of or access to Personal Information which is likely to adversely affect a Data Subject; and/or (ii) the unauthorised or unlawful Processing, and/or any accidental or unlawful destruction of, loss of, alteration to, or corruption to Personal Data;

“**Sensitive Personal Data**” means any Personal Data relating to an individual’s place of origin, race, colour, national or ethnic origin, sex, sexual orientation, sexual life, marital status, physical or mental disability, physical or mental health, family status, religious beliefs, political opinions, trade union membership, biometric information or genetic information;

“**Services**” have either (a) the same meaning as the term “Services” set out in the Contract or the contract of carriage and logistics services (as the case may be), or (b) in the event that the Contract



or the contract of carriage and logistics services (as the case may be) do not contain any such defined term, the services that the Vendor has agreed to perform pursuant to the terms of the Contract, or the services that OLL has agreed to perform pursuant to the terms of OLL Bill of Lading or the contracts of carriage and logistics services (as the case may be);

**“Sub-Processor”** means (i) the Vendor who sub-processes the Personal Data of the Merchant Data Controller pursuant to Clause 4 of this Agreement; or (ii) a third party engaged by the Data Processor or by any Sub-Processor of the Data Processor who is not a Party to this Agreement and who agrees to receive from the Data Processor or from any other Sub-Processor of the Data Processor, Personal Data exclusively for processing activities to be carried out on behalf of the Data Controller;

**“Supervisory Authority”** means an authority established in accordance with Article 51 of the Regulation or any other equivalent authority established under the Applicable Data Protection Law, the Minister responsible for information and communication technologies policy and innovation or any other authority or official appointed and/or delegated with responsibility for the oversight or enforcement of the Applicable Data Protection Law;

**“Vendor’s Personal Data”** means the personal data provided by Vendor to OLL for the purpose of providing Services under the Contract to OLL including the categories of Vendor’s Personal Data set out in **Schedule 3**; and

**“OLL’s Personal Data”** means the personal data provided by OLL to the Vendor for the purpose of the Vendor’s provision of Services under the Contract to OLL including the categories of OLL’s Personal Data set out in **Schedule 4**.



## SCHEDULE 2

### **Merchant Data Controller**

The Merchant, including various shippers, consignors, endorsees, transferees, holders of Bills of Lading, consignees, receivers of the goods and any person or entity owning or entitled to the possession of the goods under the Bills of Lading, and anyone acting on behalf of any such persons. Where there is no OLL Bill of Lading involved, the Merchant means the service recipient of the services provided by OLL under the contract of carriage and logistics services.

### **Data exporter (Data Processor)**

OLL is a company engaging in container transport and logistics services, ports and terminals, which processes Personal Data of the Merchant Data Controller upon the instruction of the Merchant Data Controller pursuant to the Framework and engages the services of third parties to carry out data processing activities for the purpose of performing or as agreed under the Framework.

### **Data importer (Sub-Processor)**

The Vendor has been engaged by OLL to carry out the Services under the Contract.

### **Data Subjects**

The personal data transferred concern the following categories of data subjects (*please specify*):

- (1) The Merchant;
- (2) all employees, representatives, contractors, Affiliates and agents of the Merchant.

### **Categories of data**

Depending on the particular data subject, the Personal Data transferred may concern the following categories of data:

- (1) Name or user ID
- (2) Business Card
- (3) Number of identity card, passport or other personal identification documents
- (4) Department
- (5) Role/Job Title
- (6) Contact number
- (7) Mail address
- (8) Signature
- (9) Email (office or private)
- (10) Address
- (11) Source of Funds
- (12) Identity details of instant messaging or social networking applications
- (13) Social media profile

### **Special categories of data (if appropriate)**



The special categories of data transferred may concern the following:

- (1) Sex
- (2) Age
- (3) Date of Birth
- (4) Images of identity cards, passports or other personal identification documents
- (5) Bank account number
- (6) Nationality
- (7) Legal domicile
- (8) Place of birth
- (9) Photograph
- (10) Sanction screening and adverse media searches

### **Processing operations**

The personal data transferred will be subject to the following basic processing activities and purposes:

- (1) The data importer processes personal data as instructed by the data exporter as mandated by the Framework
- (2) Performance of contracts of carriage and logistics and/or the Contract
- (3) Communications
- (4) Payment requests and settlement
- (5) Conducting Sanction and Anti-Money Laundering checks and other legal/regulatory obligations related to client processing
- (6) Software development
- (7) Business development
- (8) Relationship improvement development
- (9) Service improvement and development
- (10) System testing and troubleshooting
- (11) Insurance and claims
- (12) Audit and compliance activities related to the above

### **Duration**

The personal data may be processed by the Vendor for the duration during which it is to provide Services pursuant to the Contract or perform investigations in relation to such, unless otherwise required by applicable laws and/or justified under applicable statutory limitation periods, whichever is the later.



## SCHEDULE 3

This Schedule describes the categories of Vendor's Personal Data, Data Subjects and the Processing operations to be carried out by OLL as the Data Processor.

### 1. Data Subjects

The Vendor's Personal Data to be Processed by OLL concerns but are not limited to the following categories of Data Subjects:

- (1) the Vendor; and
- (2) all employees, representatives, contractors, Affiliates and agents of the Vendor.

### 2. Categories of Vendor's Personal Data

The Vendor's Personal Data to be Processed by OLL includes but are not limited to:

- (1) Name or user ID
- (2) Business Card
- (3) Number of identity card, passport or other personal identification documents
- (4) Department
- (5) Role/Job title
- (6) Contact number (home, mobile or fax)
- (7) Mail address
- (8) Signature
- (9) Email (office or private)
- (10) Address
- (11) Source of Funds
- (12) Identity details of instant messaging or social networking applications
- (13) Social media profile

### 3. Categories of Sensitive Vendor's Personal Data

The Categories of Sensitive Vendor's Personal Data are:

- (1) Sex
- (2) Age
- (3) Date of Birth
- (4) Images of identity cards, passports or other personal identification documents
- (5) Bank account number
- (6) Nationality
- (7) Legal domicile
- (8) Place of birth
- (9) Photograph
- (10) Sanction screening and adverse media searches

### 4. Processing Operations





The Vendor's Personal Data will be Processed for purposes including, but not limited to:

- (1) Performance of the Contract
- (2) Payment requests and settlement
- (3) Communications
- (4) Conducting Sanction, Anti-Money Laundering checks and other legal/regulatory obligations
- (5) Future business with the Vendor
- (6) Business development
- (7) Insurance and Claims
- (8) Audit and compliance activities related to the above

**5. Duration**

Vendor's Personal Data may be processed by OLL for the duration during which the Vendor is to provide Services pursuant to the Contract or perform investigations in relation to such, unless otherwise required by applicable laws and/or justified under applicable statutory limitation periods, whichever is the later.



## SCHEDULE 4

This Schedule describes the categories of OLL's Personal Data, Data Subjects and the Processing operations to be carried out by Vendor as the Data Processor.

### 1. Data Subjects

The Personal Data (that are subject to the GDPR) to be processed by the Vendor concerns but are not limited to:

- (1) OLL's prospective candidates, existing employees and former employees.
- (2) all directors, officers, representatives and Affiliates of OLL.

### 2. Categories of Personal Data

The Personal Data (that are subject to the GDPR) to be processed by the Vendor includes but are not limited to:

- (1) Name
- (2) Identity card number or passport number
- (3) Tax number and social security number
- (4) Department
- (5) Role/Job Title
- (6) Contact number (home and mobile)
- (7) Mail address
- (8) Signature
- (9) Email (office or private)
- (10) Home Address
- (11) Language proficiency
- (12) Identity details of instant messaging or social networking applications
- (13) Social media profile
- (14) Education and professional qualification
- (15) Membership of professional bodies
- (16) Training records
- (17) Attendance and leave records
- (18) Business travel records
- (19) Employment movement
- (20) Awards and/or achievement
- (21) Resume

### 3. Categories of Sensitive Personal Data

The Categories of Sensitive Personal Data are:

- (1) Sex
- (2) Age
- (3) Date of birth
- (4) Place of birth

- (5) Images of identity cards, passports or other personal identification documents of employees or their family members
- (6) Nationality or racial and ethnic origin
- (7) Legal domicile and citizenship
- (8) Religion
- (9) Political status
- (10) Previous employment history and details/Performance history
- (11) Reference check details
- (12) Salaries, payroll data and benefits
- (13) Bank account number and details
- (14) Finance credit report
- (15) Performance ratings and comments
- (16) Photograph
- (17) Sickness or Health records
- (18) Marital status
- (19) Family member's name (spouse, children, etc)
- (20) Disciplinary and grievance records
- (21) Criminal records (if relevant and required by the local jurisdiction)
- (22) Adverse media searches
- (23) Emergency contact details

#### **4. Processing Operations**

The Personal Data will be processed for purposes including, but not limited to:

- (1) Recruitment and employment
- (2) Compliance with employment and business contracts;
- (3) Administration, planning, evaluation and development of employment
- (4) Conduct of business activities of OLL
- (5) Comply with any legal and regulatory requirements, including prevention/detection of fraud and crime, anti-terrorist financing, statutory filing and record keeping, tax evasion, bribery and corruption
- (6) Compliance with request or demand from competent authorities, including company registries, tax authorities, labour authorities, courts and law enforcement agencies
- (7) Communications
- (8) Reference check
- (9) Remuneration and Reimbursement
- (10) Insurance and claims
- (11) Contributions to social security schemes
- (12) Performance review
- (13) Disciplinary actions
- (14) Promotion or award
- (15) Decision on removal from employment
- (16) Protection of employees in case of emergency
- (17) Hosting
- (18) Business development
- (19) Internal and external marketing
- (20) Direct marketing
- (21) Data matching



- (22) Tonnage schemes
- (23) Branch projects
- (24) Audit and compliance activities related to the above
- (25) Organization and report on social and business activities
- (26) Pursuit of OLL's legitimate interests and protection of OLL's legal position in the event of legal proceedings

**5. Duration**

OLL's Personal Data may be processed by the Vendor for the duration during which the Vendor is to provide Services pursuant to the Contract or perform investigations in relation to such, unless otherwise required by applicable laws and/or justified under applicable statutory limitation periods, whichever is the later.