



## Crossflight Limited

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### Data Addendum (GDPR)

#### 1. INTERPRETATION

In this Addendum, the following words shall have the following meanings:

- “Agreed Purpose”** the supply by the Company of courier, freight, logistics, mail and related services on behalf of the Customer.
- “Applicable Law”** means (i) any and all laws, statutes, regulations, by-laws, orders, ordinances and court decrees that apply to the performance of the Original Agreement or the processing of Shared Personal Data, and (ii) the terms and conditions of any applicable approvals, consents, exemptions, filings, licences, authorities, permits, registrations or waivers issued or granted by, or any binding requirement, instruction, direction or order of, any applicable government department, authority or agency having jurisdiction in respect of that matter;
- “Data Protection Authority”** means the Information Commissioner’s Office, or any other relevant local governmental or other official regulator(s) responsible for enforcement of Data Protection Legislation from time to time in the United Kingdom.
- “Data Protection Legislation”** means all applicable laws and regulations relating to the processing of Personal Data and privacy including the General Data Protection Regulation 2016 (EU) 2016/679, the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) and the Electronic Communications Data Protection Directive (2002/58/EC), together with all codes of practice and other guidance on the foregoing issued by any relevant Data Protection Authority, all as amended, updated or re-enacted from time to time.
- “Shared Personal Data”** the personal data which is shared between the parties, as further particularised in Annex 1 to this Appendix.
- 1.1. The terms ‘personal data’, ‘data subject’, ‘processor’, ‘controller’, ‘processing’, ‘personal data breach’, ‘pseudonymisation’, ‘special categories of data’ and ‘supervisory authority’ have the meanings set out in the Data Protection Legislation.
- 1.2. A reference to a person includes a natural person/corporate/unincorporated body.

- 1.3. A reference to a party includes its personal representatives, successors and permitted assigns.
- 1.4. A reference to a statute or statutory provision is a reference to such statute/statutory provision as amended or re-enacted and includes any subordinate legislation.
- 1.5. Any phrase introduced by the terms including/include shall be illustrative and shall not limit the sense of the preceding words.
- 1.6. A reference to writing/written includes emails.

## **2. AGREED PURPOSE**

- 2.1. This Addendum sets out the framework for the sharing of personal data between the parties as data controllers. It defines the principles and procedures that the parties shall adhere to and the responsibilities which they owe to each other.
- 2.2. The parties agree to only process Shared Personal Data as related to the Agreed Purpose, and shall not process it in a way which is incompatible with the Agreed Purpose.
- 2.3. The parties shall work together to reach an agreement with regards to any issues arising from the data sharing and to actively improve the effectiveness of the data sharing.

## **3. SHARED PERSONAL DATA**

- 3.1. Each party shall comply with their obligations under the Data Protection Legislation (and shall ensure that any subcontractors shall):
  - 3.1.1. comply with their obligations under the Data Protection Legislation;
  - 3.1.2. process the Shared Personal Data on the basis of one of the lawful grounds listed in the Data Protection Legislation; and
  - 3.1.3. obtain all permissions and consents necessary to disclose the Shared Personal Data to the other party.
- 3.2. The categories of personal data set out in Annex 1 to this Appendix may be shared between the parties.
- 3.3. The Shared Personal Data must not be irrelevant or excessive with regard to the Agreed Purpose. Neither party shall attempt to access, copy, amend, store or delete any personal data owned by the other party where any such action is not absolutely necessary in order to fulfil the Agreed Purposes.
- 3.4. Each party shall ensure that it only processes Shared Personal Data on the basis of one or more of the legal grounds for processing contained in the Data Protection Legislation, and that the chosen legal ground shall be and remain valid in the context of the processing operation(s) to which it relates. In the event that the Customer is transferring databases of Shared Personal Data, or other Shared Personal Data which is not sent by the data subject, the Customer shall ensure that it has explicit consent from the data subject to the sharing of such Shared Personal Data with the Company. If requested by the

Company, the Customer shall provide details of the wording and methods used by the Customer to obtain valid data subject consent which complies with the requirements of the Data Protection Legislation. To the extent such wording and methods expose the Company to material legal non-compliance with the Data Protection Legislation, the Company shall be entitled to request changes to such wording and methods.

- 3.5. The Customer shall comply with all reasonable requests from the Company and provide information, cooperation and assistance in relation to any investigation by any governmental entity or authority including, without limitation, any Data Protection Authority, if and to the extent that such investigation relates to Shared Personal Data.
- 3.6. Each party shall ensure that (to the extent of its reasonable knowledge and belief) the personal data it discloses to the other party is accurate.
- 3.7. When transferring Shared Personal Data between them, the parties shall use compatible technology and use reasonable endeavours to ensure that there is no lack of accuracy resulting from the technical aspects of the transfer.

#### **4. RIGHTS OF DATA SUBJECTS**

- 4.1. Each party shall, in respect of Shared Personal Data, ensure that their privacy notices are clear and provide sufficient information to all effected data subjects for them to understand what of their personal data is being shared, the circumstances in which it will be shared, the purposes for the data sharing and either the identity of the other party, or a description of the type of organisation that will receive the personal data.
- 4.2. The parties acknowledge that the Data Protection Legislation grants data subjects certain rights over their personal data, and that the responsibility for complying with such a request falls to the party who receives it in respect of the personal data they hold about the relevant data subject.
- 4.3. The parties shall maintain a record of any requests made by data subjects to exercise their rights. The records shall also include an explanation of decisions made and any information that was exchanged. Records must include copies of the request, details of the data accessed and shared and where relevant, notes of any meetings, correspondence or phone calls relating to the request.
- 4.4. The parties agree to provide reasonable assistance as is necessary to each other to enable them to comply with any requests made by a data subject.

#### **5. DATA RETENTION**

- 5.1. Each party shall ensure that the Shared Personal Data is retained only for as long as is required by applicable law or reasonable internal retention policy.

## **6. TRANSFERS**

- 6.1. For the purposes of this paragraph, transfers of personal data shall mean any disclosure of Shared Personal Data to an unconnected third party.
- 6.2. Where either party transfers Shared Personal Data in accordance with this Addendum:
  - 6.2.1. it shall ensure that the transfer of such Shared Personal Data is carried out in accordance with a written contract which shall impose on the relevant third party conditions no less stringent than those to which that party is subject under this Addendum;
  - 6.2.2. where the transfer is outside of the EEA and is not to a territory approved by the European Commission as providing adequate protection, nor to an entity who is a member of the “Privacy Shield” certification scheme, it shall ensure that the transfer is otherwise legitimised in accordance with the Data Protection Legislation; and
  - 6.2.3. where the transfer is outside the EEA Company will make use of the GDPR’s Article 49 derogations as the transfer of shared personal data is necessary for the performance of the contracted service; and
  - 6.2.4. it shall remain liable for the actions of any third party who receives it as though they were its own.

## **7. SECURITY AND TRAINING**

- 7.1. Taking into account the latest standards of security measures, the costs of implementation and the nature, scope, context and purposes of the data sharing, as well as the risk to the rights and freedoms of natural persons, each party shall implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to the risk.
- 7.2. In assessing the appropriate level of security measures to be taken under paragraph 7.1 above, each party shall take account of the risks that are presented by the processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data transmitted, stored or otherwise processed.
- 7.3. If either party becomes aware of a personal data breach relating to any of the Shared Personal Data, it shall:
  - 7.3.1. notify the other party immediately upon becoming aware of the personal data breach and thereafter provide details regarding the same, including where possible:
    - 7.3.1.1. the categories and approximate number of data subjects concerned;
    - 7.3.1.2. (so far as reasonably practicable) details of the likely consequences of the personal data breach; and

- 7.3.1.3. the measures that party has taken or proposes to take to address and mitigate the personal data breach (including, where appropriate, measures to mitigate adverse effects which have already occurred).
  - 7.3.2. provide the other party with such information and assistance as it requires in relation to the personal data breach; and
  - 7.3.3. document the personal data breach and any related action taken.
- 7.4. It is the responsibility of each party to ensure that its staff members are appropriately trained to handle and process the Shared Personal Data in accordance with the technical and organisational security measures adopted by that party, together with any other applicable national data protection laws and guidance. The level, content and regularity of such training shall be proportionate to the staff members' role, responsibility and frequency with respect to their handling and processing of the Shared Personal Data.

## **8. COSTS AND INDEMNITY**

- 8.1. Each party shall perform its obligations under this Appendix at its own cost.
- 8.2. The Customer shall indemnify and hold harmless Company from any cost, charge, damages, expense or loss which the Customer may cause Company to suffer as a result of their breach of any of the provisions of this Appendix or of the Data Protection Legislation.
- 8.3. The Company shall not be liable for any action or omission resulting from the Customer's failure to ensure that the transfer of any Shared Personal Data was lawful under the Data Protection Legislation.

**Annex 1**  
**Data Sharing Details**

Data subjects:	The personal data to be processed concerns recipients of goods carried by Company (or their employees, contractors or representatives), as well as of employees of each of Company and the Customer.
Categories of data:	The personal data to be processed falls within the following categories of data: <ul style="list-style-type: none"><li>• name</li><li>• address</li><li>• business address</li><li>• e-mail address</li><li>• telephone number</li><li>• mobile number</li><li>• pro-forma invoice</li><li>• commercial invoice</li><li>• company registration number</li><li>• Tax References and IDs</li><li>• Verification documents – passports, driving licence, bank details</li></ul>