



1. DATA PROTECTION

1.1. For the purpose of this Annex 1 a reference to the singular includes a reference to the plural and vice versa and the following definitions apply:

"Authorised Sub-processors" means those, a DX Sub-processors and their associated processing activities published and updated from time to time on <https://www.dxdelivery.com/media/338678/dx-group-list-of-sub-processors-uk.pdf> which may process Data Controller Personal Data on behalf of DX as part of service provision to the Data Controller;

"Customer" The Customer as defined in the Service Agreement;

"Data Controller" has the meaning given to 'Data Controller', or 'Controller' as appropriate, in the Data Protection Laws and means the entity whom DX provides services on behalf of;

"Data Breach" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, sorted or otherwise processed;

"Data Processor" has the meaning given to 'Data Processor', or 'Processor' as appropriate, in the Data Protection Laws;

"Data Protection Laws" shall mean any and all laws, statutes, enactments, orders or regulations or other similar instruments of general application and any other rules, instruments or provisions in force from time to time relating to the processing of personal data and privacy applicable to the performance of this Agreement, including where applicable the Data Protection Act 2018, the Regulation of Investigatory Powers Act 2000, the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) as amended or superseded and the UK adoption of the GDPR (Regulation (EU) 2016/679) into domestic law ("UK GDPR") as a result of the end of the "Agreement on the withdrawal of the United Kingdom of Great Britain and Northern Ireland from the European Union and the European Atomic Energy Community" ("Brexit Agreement");

"DX" means DX Network Services Limited (05026914) whose registered office is at Ditton Park, Riding Court Road, Datchet, SL3 9GL;

"GDPR" the UK adoption of the GDPR (Regulation (EU) 2016/679) into domestic law ("UK GDPR") as a result of the end of the "Agreement on the withdrawal of the United Kingdom of Great Britain and Northern Ireland from the European Union and the European Atomic Energy Community" ("Brexit Agreement"); as updated, superseded or repealed from the time to time;

"Identified or Identifiable Natural Person" means a natural person who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, 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 natural person;

"Master Sub-contractor" means any organisation which provides drivers and/or vehicles to DX to provide collection and delivery services on behalf of DX and by its nature and as a consequence, is a Data Processor in relation to collection and delivery Personal Data provided by the Data Controller, in order to provide collection and delivery services on behalf of DX;

"Owner Driver" means a self-employed driver with a vehicle who provides collection and delivery services on behalf of DX and by its nature and as a consequence, is a Data Processor in relation to collection and delivery Personal Data provided by the Data Controller, in order to provide collection and delivery services on behalf of DX;

"Personal Data" means any information relating to an Identified or Identifiable Natural Person which is processed by the Provider as a result of, or in connection with, the provision of the services under the Master Agreement;

"Sensitive Data" means Special Category Data;

"Service Agreement" the contract between the Customer and DX comprises the service agreement setting out the commercial terms;

"Special Category Data" has the meaning in the Data Protection Laws (as amended from time to time) or as amended by GDPR and being data consisting of information in connection with a data subject as to:

- personal data revealing racial or ethnic origin;
- personal data revealing political opinions;
- personal data revealing religious or philosophical beliefs;



- personal data revealing trade union membership;
- genetic data, as defined in GDPR Recital 34;
- biometric data (where used for identification purposes);
- data concerning health;
- data concerning a person's sex life; and
- data concerning a person's sexual orientation.

"Sub-processor" means a natural or legal person, organisation, agency or other body which provides services to DX and processes Personal Data on behalf of DX the Data Processor, where the entity is neither a Master Sub-contractor or Owner Driver;

"Third Country" means a country other than the EU member states and the United Kingdom.

1.2. Compliance with Data Protection Laws

1.2.1. The Parties shall each comply with their respective obligations under the applicable Data Protection Laws;

1.2.2. In respect of any Personal Data provided by the Customer to DX:

1.2.2.1. The Customer has procured and shall continue to procure any and all necessary consents from each Data Subject, package recipient and/or Consignment (Data Subject) as required under the Data Protection Laws for use of that Personal Data by DX to provide the Services;

1.2.2.2. The Customer has made the Data Subject aware that such details may be used by DX to enhance the delivery process for the Recipient and DX will use notifications for that purpose;

1.2.2.3. The Customer procures that Personal Data provided to DX via a DX system user interface, electronic data feed, paper forms or other similar method where data element placeholders are defined by DX for specific data content types (Field), that the Customer Shall: (a) Only submit/provide such data content for which the target Field was intended for. (b) Not submit/provide any Personal Data in general information Fields including "special instructions", "notes" etc. DX shall not be responsible for any Personal Data provided to DX in the incorrect Field;

1.2.2.4. The Customer shall indemnify DX against any and all loss, damages, costs, and expenses which DX incurs arising from any failure of the Customer to comply with clause 1.2.2.

1.3. Data Processing Obligations

1.3.1. In respect of any Personal Data to be processed by DX acting as Data Processor pursuant to this Agreement for which the Customer is a Data Controller, the Data Processor shall:

1.3.1.1. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk;

1.3.1.2. Engage Master Sub-contractors and Owner Drivers where necessary to fulfil any requests of the Data Controller in connection with the purposes set out in clause 1.5 below;

1.3.1.3. DX shall only process personal data to perform its obligations under this Agreement or other documented instructions and for no other purpose save to the limited extent required by law;

1.3.1.4. On termination of this Agreement, at the Data Controller's option either return or destroy the personal data (including all copies of it) immediately, save that the Data Processor may retain copies of such personal data for the time period set out in clause 1.5.1 or for the minimum retention period required by applicable law;

1.3.1.5. Ensure that all persons authorised to access the personal data are subject to obligations of confidentiality;

1.3.1.6. At the cost of the Data Controller which shall include DX's cost, make available to the Data Controller information necessary to demonstrate compliance with the obligations laid out in Article 28 of GDPR and this Addendum and allow for and contribute to audits, including inspections (with any such inspections not to exceed one per two calendar years), conducted by the Data Controller or another auditor mandated by the Data Controller; provided that, in respect of this provision the party carrying out the audit/inspection shall agree to any confidentiality/security obligations required by the Data



Processor, and the Data Processor shall immediately inform the Data Controller if, in its opinion, an instruction infringes Data Protection Laws;

- 1.3.1.7. At the cost of the Data Controller taking into account the nature of the processing, provide assistance to the Data Controller, insofar as possible, in connection with the fulfilment of the Data Controller's obligation to respond to requests for the exercise of data subjects' rights pursuant to Chapter III of the GDPR to the extent applicable;
- 1.3.1.8. At the cost of the Data Controller provide the Data Controller with assistance in ensuring compliance with articles 32 to 36 (inclusive) of the GDPR (concerning security of processing, data breach notification, communication of a personal data breach to the data subject, data protection impact assessments, and prior consultation with supervisory authorities) to the extent applicable to the Data Controller, taking into account the nature of the processing and the information available to the Data Processor;
- 1.3.1.9. Notify the Data Controller without undue delay (and in any event, within 24 hours of becoming aware of a security breach in respect of Personal Data that it processes on behalf of the Data Controller) in writing if the Data Processor becomes aware of a Data Breach; and
- 1.3.1.10. Maintain a record of its processing activities in accordance with Article 30(1) of the GDPR.

- 1.3.2. DX shall not be considered a Data Controller or Data Processor for any Personal Data and/or Sensitive Data which is contained within a Consignment that is being delivered and/or collected.
- 1.3.3. The Data Controller acknowledges and hereby provides general approval for DX to use the Authorised Sub-processors to process their Personal Data in accordance with the data processing activities set out in Authorised Sub-processors and clause 1.5;
- 1.3.4. DX will notify the Data Controller of any intended changes concerning the addition or replacement of a Sub-processors within 30 (thirty) days of such, notice will be served by DX updating Authorised Sub-processors to include the details of the change, the Data Controller shall ensure that they monitor Authorised Sub-processors for such notice and shall have the right to object to such appointment, where the Data Controller objects to the appointment of a Sub-processor both parties agree to act in good faith to find an agreed resolution.

1.4. International Data Transfers

- 1.4.1. In respect of any Personal Data to be processed by a party acting as Data Processor pursuant to this Agreement for which the other party is Data Controller, the Data Processor shall be permitted to transfer the Personal Data to a Third Country or to an international organisation.
- 1.4.2. If it ensures appropriate levels of protection, including any appropriate safeguards if required, are in place for the Personal Data in accordance with the Data Protection Laws, in respect of which the Data Controller grants permission for the Data Processor to enter into 'Standard Contractual Clauses' (contractual clauses provided by the European Commission or the United Kingdom Information Commissioner as appropriate with the purpose of safeguarding Personal Data when it is transferred to a Third Country on its behalf.
- 1.4.3. Documenting and evidencing the protections and adequate safeguards in clause 1.4.2 above and allowing the Data Controller access to any relevant documents and evidence.



1.5. Details of Processing Activities

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

Subject matter of processing	Customer's clients/customers
Nature and purposes of the processing	To deliver / collect items to / from the Customer's consignees Send notifications and provide tracking information regarding deliveries. Support the process of performing and improving the services including fraud prevention and delivery preferences; and Fulfil any other instructions/requests from the Customers Clients; and Send delivery notifications and manage complaints and queries.
Type of Personal Data	In relation to the management of the contract between parties, data may comprise; Contact data (name, postal address, job title, phone number and/or email address) signature on official documents. In relation to the supply of services to the Customer data may comprise; Addressee contact information (Name, postal address, job title, phone number, email); and Signature, Geo location.
Categories of Data Subject	Contact details of natural persons of the EU and UK Business contact details which may contain indirectly identifiable information
Technical and organisational measures	DX security measures are aligned to the ISO27002 standard, DX has a dedicated Information Security Team and a Data Protection Officer.
Duration of processing and plan for return or destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	DX only processes Personal Data for as long as required for the intended purpose and all such data is retained in accordance with the retention limits set-out in our data retention policy or in accordance with specific Data Controller instructions. Personal data is securely destroyed once a limit is reached. DX data retention limits for each category are as follows; <ul style="list-style-type: none">• Collection / delivery and Proof of Delivery information = 1 year• Client query / complaint communications = 6 years• Customer client/customers query / complaint communications = 90 days• Vehicle CCTV recordings = 90 days• Invoice / Credit / Statements = 7 years

1.6. If DX, acting as a Processor performs an international data transfer of Personal Data relating to one or more United Kingdom Data Subjects pursuant to clause 1.4, then the contract also incorporates the European Commission Decision C(2010)593 Standard Contractual Clauses (Controllers to Processors) which can be found here <https://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2010:039:0005:0018:EN:PDF> , under which DX is the Data Importer and the Customer the Data Exporter in respect of all data covered by the Contract.

1.7. If DX, acting as a Processor performs an international data transfer of Personal Data relating to one or more an EEA Data Subjects pursuant to clause 1.4, then the ICO Standard Contractual Clauses Template which can be found here <https://ico.org.uk/media/2553983/ico-guidance-controller-to-processor.docx> is incorporated into our Contract, under which DX is the Data Importer and the Customer the Data Exporter in respect of all data covered by the Contract.