

# Data Processing Agreement.

### Parties consider that:

- a. The Customer has concluded an agreement with MyParcel regarding the “shipment of Parcels” (hereinafter: the “Agreement”); the Customer and MyParcel are jointly referred to as “Parties.”
- b. Parties foresee that, in the context of the performance of the Agreement by MyParcel, personal data within the meaning of Article 4(1) of Regulation (EU) 2016/679 of the European Parliament and of the Council (hereinafter: the “General Data Protection Regulation” or “GDPR”), as further described in Annex 1, will be processed (hereinafter: “Personal Data”);
- c. The Customer and MyParcel, as Controller and Processor respectively pursuant to Article 28(3) GDPR, are required to enter into a Data Processing Agreement (“DPA”), and Parties therefore wish to record the conditions as well as the mutual rights and obligations regarding the processing of Personal Data by Processor by means of this Data Processing Agreement (hereinafter: the “Data Processing Agreement”);
- d. This Data Processing Agreement applies to all processing of Personal Data in the performance of and during the term of the Agreement.

### Article 2 – Definitions.

- 2.1 **Data Subject** is the individual to whom Personal Data relates.
- 2.2 **Data Breach** is a breach of security that results in the destruction, loss, alteration, or unauthorized disclosure of, or unauthorized access to, transmitted, stored, or otherwise processed Personal Data.
- 2.3 **Personal Data** is any data relating to an identified or identifiable natural person, processed by Processor in any way in the context of the Agreement.
- 2.4 **Sub-processor** is a party that processes Personal Data on behalf of Processor.
- 2.5 **Data Processing Agreement** is this agreement.
- 2.6 **Processing** is any operation or set of operations performed on Personal Data.
- 2.7 **Third Party Statement** is a declaration, report, or certification issued by an independent third party showing that the Processor has taken appropriate measures to comply with the GDPR and this Data Processing Agreement.

### Article 3 – Data Processing.

- 3.1 Processor commits to process Personal Data on behalf of Controller in compliance with this Data Processing Agreement.
- 3.2 Controller guarantees the lawfulness of providing Personal Data to Processor and the lawfulness of its processing.

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- 3.5 Processor processes Personal Data properly and carefully and solely insofar as necessary to provide the Service to Controller. The categories of Personal Data provided for performing the Service are described in **Annex 1**.
- 3.6 Processor will only process Personal Data on the instructions of Controller and shall not process them for its own or other purposes, except where legally required.
- 3.7 Processor will not retain Personal Data longer than necessary (i) for execution of the Agreement; or (ii) to comply with legal obligations.
- 3.8 Processor may provide Personal Data to carriers selected by Controller insofar as necessary for the provision of the Service.

#### **Article 4 - Confidentiality.**

- 4.1 Processor is required, except where otherwise mandated by law and/or court order, to treat Personal Data confidentially and keep them strictly secret.
- 4.2 Processor ensures that anyone acting under its authority or on its behalf (employees or third parties) who processes Personal Data is bound by confidentiality

#### **Article 5 - Security and Data Breach Notification.**

- 5.1 Processor ensures that appropriate technical and organizational measures are taken, maintained, and where necessary updated to protect Personal Data against loss, alteration, unlawful distribution, access, or any other form of unlawful processing. These measures are described in **Annex 2**.
- 5.2 In the event of a Data Breach, Processor notifies Controller as soon as possible and takes reasonable measures to prevent or limit unauthorized access, alteration, disclosure, or other unlawful processing.
- 5.3 Processor will reasonably cooperate in notifying authorities and Data Subjects when requested by Controller.

#### **Article 6 - Engagement of Sub-processors.**

- 6.1 The Controller grants the Processor permission to engage the Sub-processors listed in **Annex 3** for the processing of the Personal Data. If the Processor wishes to engage new Sub-processors, the Processor must inform the Controller of this in advance in writing and give the Controller the opportunity to object to the engagement of a new Sub-processor. At the request of the Controller, the Processor shall provide an up-to-date overview of the Sub-processors it has engaged.

- 6.2 The Processor ensures that the Sub-processor is contractually bound in writing to the same obligations as the Processor under this Data Processing Agreement. The Processor remains fully liable to the Controller for the Processing of Personal Data by the Sub-processors it engages.

### **Article 7 - Processing outside the European Economic Area.**

- 7.1 The Processor shall only transfer Personal Data to, or make Personal Data accessible from, a country outside the European Economic Area (“EEA”) if it has implemented appropriate safeguards in accordance with Chapter V of the GDPR.

### **Article 8 - Rights of Data Subjects.**

- 8.1 The Processor shall assist the Controller, taking into account the nature of the processing and insofar as possible, in complying with the Controller’s obligations under the GDPR or other applicable legislation, in particular the rights of Data Subjects, including but not limited to: the right of access, the right to rectification, the right to erasure, the right to restriction, the right to data portability, and the right to object.
- 8.2 The Processor shall notify the Controller without delay of any written requests made by Data Subjects to the Processor and shall request further instructions from the Controller regarding these requests.

### **Article 9 - Support for conducting data protection impact assessment and prior consultation.**

- 9.1 Taking into account the nature of the processing and the information available to the Processor, the Processor shall provide the Controller with reasonable assistance in fulfilling its obligations under Article 35 GDPR (conducting a data protection impact assessment) and Article 36 GDPR (prior consultation).

### **Article 10 - Transfer and deletion of data.**

- 10.1 **Annex 1** specifies how long the Personal Data shall be retained by the Processor. After the expiry of the term specified in **Annex 1** and, if **Annex 1** does not specify a specific term, after the end of the Agreement, the Processor shall, within 14 days, delete the Personal Data or return them at the request of the Controller, unless the Processor can demonstrate to the Controller that it is obliged under applicable law to retain the Personal Data. At the request of the Controller, the Processor shall confirm in writing that the Personal Data have been deleted or returned

### **Article 11 - Right of audit.**

- 11.1 Controller has the right to audit (or have audited) the Processor’s compliance with the provisions of this Data Processing Agreement once per calendar year following prior written notice with a notice period of fifteen working days. At the request of the Controller, the Processor shall make available the information reasonably necessary to demonstrate compliance with the obligations set out in this Data Processing Agreement. The Controller has the right to have the audit carried out by an independent third party that is bound by confidentiality.
- 11.2 The Processor may, after consultation with the Controller, choose to replace the audit by the Controller or by an independent third party engaged by the Controller with a Third Party Statement.

- 11.3 The Controller shall bear the costs of the audit, with the exception of the costs of the Processor's employees who facilitate the audit. If the audit shows that the Processor has seriously and materially failed to comply with this Data Processing Agreement, the reasonable costs of the audit shall be borne by the Processor.
- 11.4 The Processor is aware of the independent supervisory powers of the Dutch Data Protection Authority and any other supervisory authorities under whose supervision the Controller falls and shall, where applicable, grant such supervisory authorities access and cooperate in an investigation relating to the Personal Data processed under the Agreement. When the Processor receives such a request from the Dutch Data Protection Authority, it shall inform the Controller without delay.

### **Article 12 - Liability.**

- 12.1 For any damage resulting from an attributable failure by the Processor to comply with the obligations arising from this Data Processing Agreement, the Processor shall be liable in accordance with what has been agreed between the Parties in the Agreement.

### **Article 13 - Term, termination and amendment.**

- 13.1 This Data Processing Agreement supplements the Agreement and has the same term as the Agreement and ends as soon as the Agreement ends.
- 13.2 The termination of this Data Processing Agreement shall not release the Parties from their obligations arising from this Data Processing Agreement that by their nature are deemed to continue after termination.
- 13.3 Amendments to this Data Processing Agreement are only valid if agreed in writing between the Parties.

### **Article 14 – Final Provisions.**

- 14.1 All disputes arising from or related to this Data Processing Agreement shall be submitted exclusively to the competent court as set out in the General Terms and Conditions.

## Annex 1 - Overview of the categories of Personal Data to be processed.

Depending on the products and/or services selected by the Controller, the following categories of personal data are processed.

The Controller processes the following categories of Personal Data:

Categories of Data Subjects	Types of Personal Data	Retention Period
Recipients of the customer's parcels	Name and address details	3 years
Recipients of the customer's parcels	(Electronic) Contact details	3 years
Recipients of the customer's parcels	Telephone number	3 years

Which processing operations take place and what is the nature and purpose of this processing?

Processing	Purpose
Collecting and transferring name and address details	For a correct delivery
Collecting shipping information	Creating carrier labels
Collecting shipping information of parcels	For handling questions and complaints

## Annex 2 - Overview of security measures.

The Processor is ISO 27001 certified and takes into account the physical, technical, and organizational security measures listed below which are appropriate for the Personal Data processed on behalf of the Controller. The measures may depend on the products/services selected by the Controller.

### Physical measures:

- Site fencing
- Lockable façade openings
- Lockable rooms in the building
- Outdoor lighting
- Smoke detectors and fire extinguishers

**ICT measures:**

- Use of encryption and security certificates
- Application of password policy
- Backup & restore procedures
- Use of firewall
- Use of workplace management tools
- Redundant internet connection
- Active monitoring and operational management of the environment
- Periodic security checking
- Secure development and application security policy
- Change management process

**Organizational measures:**

- Information security policy
- Security manual
- Visitor procedure
- Procedures and work instructions
- Screening of employees
- Confidentiality agreements
- Clear Desk & Clear Screen policy
- Information classification policy
- Policy for timely clean-up of (personal) data
- Inventory of information and related assets
- Identity and access management
- Incident management process
- Supplier management
- Business continuity plan and disaster recovery plan

**Electronic measures:**

- Access control system for persons
- Access control system for vehicles entering the premises
- Intrusion detection system
- Anti-removal / anti-sabotage measures
- CCTV camera surveillance

### Annex 3 - Overview of Sub-processors.

The Processor completes the table below to indicate which categories of Sub-processors are engaged:

Name of Sub-processor (Entity)	Processing activity (for Processor)
Amazon Web Services (AWS)	Supporting data collection and storage via MyParcel's online platform
Salesforce	Supporting customer relationship management
Fivetran	Automated management of data flows from the MyParcel platform to Snowflake
Snowflake	Data warehouse (storage) of all shipping information