

Schenker Oy's General Conditions of Contract

Data Protection Annex

Requirements of personal data processing

1 Background and purpose

This Data Protection Annex "Requirements of Personal Data Processing" is part of the contract the Customer has concluded with Schenker Oy ("Contract"), and its terms and conditions shall apply to the contractual relationship between the Parties unless otherwise agreed upon in writing by the Parties.

This Annex is an integral part of the Contract between the Parties. The definitions and other applicable regulations of the Contract shall apply to this Annex. In case of a conflict between the Contract and this Annex, the regulations of the Contract shall take precedence.

This Annex lays down the provisions concerning personal data processing and data protection under which the Service Provider shall, by order, process personal data on behalf of and for the Customer. These provisions shall bind the Customer and the Service Provider in addition to the provisions of the Contract.

2 Compliance with the legislation on personal data processing and data protection

The Parties shall undertake to operate in compliance with the effective legislation on personal data processing and data protection. Furthermore, the Parties shall undertake to ensure that the personal data processing and data protection meet the requirements of the EU's General Data Protection Regulation ("GDPR").

Where a term or condition of this Annex or the Contract is defective, invalid or void by virtue of the GDPR or other applicable legislation on personal data processing and data protection ("data protection legislation") or an interpretation thereof, the Parties shall undertake to negotiate the matter and amend or

complement this Annex and/or the Contract in the necessary manner.

The compensation of the additional costs caused to the Service Provider by such situation is defined in Section 7 of the Annex.

3 Responsibilities of the controller

3.1 General responsibilities of the controller

The Customer shall act as the controller within the meaning of the term in the data protection legislation. The Customer shall undertake to comply with all responsibilities of the controller under the data protection legislation. The Customer shall be responsible for organizing the personal data processing and data protection in compliance with the data protection legislation and any other applicable specific legislation. The Customer shall be responsible for ensuring that it has a legal right to outsource personal data processing to the Service Provider in the manner described in the Contract and this Annex.

3.2 Inspecting the Service Provider and the Services

The Customer shall be liable to ensure prior to signing the Contract that the Service Provider and the Services meet the preconditions and requirements laid down in the data protection legislation.

Prior to signing the Contract, the Customer has explicitly ensured that the Service Provider has, in compliance with the level of security appropriate for the risk, implemented the appropriate technical and organizational measures for ensuring the security of personal data processing, taking into account the state of the art and the costs of implementation, the nature, scope, context and purposes of processing as well as the risks of varying likelihood and severity for the rights and freedoms of natural persons. In addition, the Customer has explicitly ensured that the solutions and Services adhered to and provided

by the Service Provider meet the data protection and data security requirements set by the Customer, and that these solutions provided by the Service Provider realize the rights that the data subjects have in compliance with the data protection legislation. The Customer has established that the Service Provider and the Services meet the preconditions and requirements laid down by the data protection legislation and any other applicable legislation. Prior to giving the Service Provider a processing order, the Customer shall undertake to ensure that it has a legal right to process personal data in compliance with the manner stated in said processing order and to give the order to the Service Provider.

3.3 Instructions concerning personal data processing and data protection

The Customer shall undertake to, in compliance with data protection legislation, provide instructions to the Service Provider with regard to personal data processing performed on behalf of and for the Customer, and the Customer shall provide the Service Provider with the instructions concerning personal data processing and data protection as well as any other instructions before the Service Provider starts to provide the Services (“Instructions”).

The Instructions provided by the Customer shall include descriptions of at least the following things: the subject matter, duration, nature and purpose of the personal data processing as well as the types of personal data and categories of data subjects. In addition, the Instructions shall have a detailed description of the manner in which the Customer requires the Service Provider to assist the Customer in realizing the data subjects’ rights.

The Customer shall be responsible for ensuring that said Instructions concerning personal data processing and data protection as well as any other Instructions comply with applicable data protection legislation and meet the requirements of data protection legislation and any other applicable legislation.

The Customer shall have the right to amend or complement the Instructions if required by the applicable data protection legislation and/or other

applicable legislation, or if amending or complementing the Instructions is justifiable due to changes to the Customer’s practices, courses of action or technical processes that concern the subject matter. The Customer shall inform the Service Provider in writing about the changes concerning the Instructions. The compensation of the additional costs caused to the Service Provider by such situation is defined in Section 7 of the Annex.

4 Responsibilities of the processor

4.1 General responsibilities of the processor

The Service Provider shall act as the processor within the meaning of the data protection legislation, and it shall process the Customer’s personal data on behalf of and for the Customer.

The Service Provider shall undertake to implement the technical and organizational measures for ensuring the security of personal data processing in connection with the Services in the manner described in Section 3.2 of the Annex. The Service Provider shall have the right to develop and to update such technical and organizational measures in a manner it deems appropriate.

The Service Provider shall provide the Customer with information about its Services and the technical and organizational measures as requested by the Customer. The cooperation mechanism with which the Parties comply is described in further detail in Section 7 of the Annex.

The Service Provider shall allow the Customer, or an auditor authorized by the Customer, to audit and inspect the Services in so far as the provision of Services to the Customer and processing the Customer’s personal data are concerned. More detailed terms and conditions concerning auditing are defined in Section 6 of this Annex.

4.2 Complying with the controller’s instructions

The Service Provider shall undertake to comply with the lawful Instructions provided by the Customer when processing the Customer’s personal data.

If the Service Provider notices that the Customer's Instructions may, in the Service Provider's opinion, conflict with the data protection legislation, the Service Provider shall have the right to notify the Customer about the matter in writing. The Parties shall solve any noticed deviations through the cooperation mechanism which is described in Section 7 of this Annex.

4.3 Service Provider's personnel

The Service Provider shall ensure that all persons authorized to process the Customer's personal data as part of the Services have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

The Service Provider shall ensure that all persons authorized to process the Customer's personal data do not process them unless Instructed to do so by the Customer.

4.4 Use of subcontractors

The Service Provider shall have the right to use subcontractors in connection with providing the Services when processing personal data on behalf of and for the Customer.

The Service Provider shall be responsible for engaging the subcontractors, that, as processors, process the Customer's personal data on behalf of and for the Customer, for the responsibilities that concern the processor under this Annex.

However, if said subcontractor is located outside of the EU, and the Customer has signed a contract that complies with the EU Commission's standard contractual clauses and that concerns transfers of personal data outside of the EU, the Customer shall be solely responsible for such personal data transfer outside of the EU and for any neglect or violation of responsibilities under such standard contractual clause contract by the subcontractor and for the consequences and damages caused by such neglect or violation.

4.5 Duty to provide assistance

The Service Provider shall notify the Customer about the data subjects' requests that concern the exercise

of the data subject's rights under the data protection legislation.

The Service Provider and the Customer may separately agree that the Service Provider shall, if necessary, assist the Customer in making the data protection impact assessment in compliance with the GDPR, with possible prior consultation and in acquiring possible certification concerning data protection. The Customer shall remit compensation for the assistance to the Service Provider to cover in full the costs caused to the Service Provider by providing the assistance.

4.6 Transferring personal data outside of the EU

The Service Provider may transfer the Customer's personal data outside of the EU.

When transferring the Customer's personal data outside of the EU, the controller shall ensure that it has the right to transfer the data and that the transfer outside of the EU as well as personal data processing outside of the EU are performed in compliance with the requirements of applicable data protection legislation.

The Service Provider shall use the standard contractual clauses approved by the EU Commission or other appropriate protection measures when transferring personal data to its subcontractors located outside of the EU.

4.7 Responsibilities related to ending the Service Provider's Services

The Service Provider shall take all reasonable measures to erase the personal data it has processed on behalf of and for the Customer or to return this data to the Customer after the validity of the contractual relationship has ended. Furthermore, the Service Provider shall erase any copies of such personal data in its systems unless the legislation that binds the Service Provider requires the Service Provider to retain the personal data. After the end of the contractual relationship, the Service Provider shall have the right and duty to retain the personal data for the reasonable period of time which is required and necessary for fulfilling the Service

Provider's statutory notification and other obligations, for finishing the invoicing and accounting actions related to the Contract or the use of the Services, for clearing invoice-related ambiguities or for tracking incorrectly affected payment or purchase transactions, for responding to any complaints and indemnity claims and for other comparable special situations. The Customer shall include more specific instructions and information concerning these responsibilities of the Service Provider in its Instructions.

5 Data leakages and other personal data breaches

5.1 General obligations

The Customer shall make the notifications described in the data protection legislation in compliance with the requirements that concern them and within the prescribed time, and it shall fulfill all of its responsibilities concerning personal data breaches.

The Service Provider shall undertake to assist the Customer in the manner described in Section 5.2 of this Annex if, during the validity of the Contract, a personal data breach that concerns the Service Provider's Service and affects the personal data that the Service Provider processes on behalf of and for the Customer is found to have occurred.

5.2 Service Provider's notification obligation

The Service Provider shall, without undue delay, notify the Customer in writing about a personal data breach via email, for example.

The Service Provider shall, where feasible, provide the Customer with information about the personal data breach; the Service Provider shall, for example, describe the personal data breach and its likely consequences as well as propose measures to address the breach.

6 Right of inspection

To be able to ensure that the Service Provider complies with the terms and conditions of this Annex, the Customer shall, during the validity of this Annex, have the right to inspect and receive data from the Service Provider in so as far as this concerns personal

data processing on behalf of and for the Customer by the Service Provider. In addition, the Customer shall, for this purpose, have the right to obtain from the Service Provider information concerning personal data processing to assess whether the obligations under the Data Protection Annex have been fulfilled and whether the Parties have complied with the responsibilities related to personal data processing.

The Customer shall perform the inspection or audit concerning the Service Provider's data protection practices that relate to the Contract on its own account and during normal office hours in the Service Provider's premises or in a comparable location without causing unreasonable disturbance to the Service Provider's normal business operations.

7 Cooperation mechanism

The Service Provider and the Customer shall undertake to respond to each other's enquiries and contacts concerning matters in this Annex within a reasonable time unless another prescribed time is separately agreed upon in this Annex.

If one of the Parties considers that the content of this Annex should be amended in a situation described in Section 2, or if the Customer decides to amend or complement its Instructions in the manner described in Section 3.3, or if the Service Provider notices that the Customer's Instructions may, in the Service Provider's opinion, conflict with the data protection legislation in the manner described in Section 4.2, the Parties shall negotiate said matter in an atmosphere of understanding with the objective of agreeing upon an amendment to this Annex that enables the Annex to meet the requirements of the data protection legislation after making the amendment.

The Service Provider shall have the right to interrupt processing of the Customer's personal data for the duration of any investigation of the situations described in the previous paragraph. This kind of interruption by the Service Provider shall not be considered neglect of the Service Provider's responsibilities under the Contract or its annexes nor a delay, an error or a breach of contract. For the duration of the negotiations between the Parties described in this section, the Customer shall be responsible for the processing of its personal data and for the Instructions it has provided as well as for

their consequences, regardless of whether the Service Provider continues processing the personal data or it decides to interrupt the processing of such personal data for the duration of the investigation of the situation.

If the situations or amendments described in this section cause additional costs for the Service Provider, the Customer shall be responsible for compensation of these additional costs in full in accordance with the accounts presented by the Service Provider.

8 Validity

This Annex shall remain valid for the validity of the Contract after which the Annex shall be valid for as

long as the personal data that has been processed on behalf of and for the Customer by the Service Provider in connection with the Services have been either erased or returned to the Customer in compliance with the Customer's Instructions, and the Service Provider's responsibilities described in Section 4.7 have been fulfilled.

The Parties shall comply with the Contract's terms and conditions except for the elements agreed upon in this Annex.