

DB CARGO UK

DATA PROTECTION ADDENDUM

1 PURPOSE AND INTERPRETATION

This Data Protection Addendum ("**this Addendum**") is supplemental to DB Cargo (UK) Limited ("**DBC**")'s agreement with you (the "**Agreement**") for the provision or receipt of goods and/or services (including the provision of rail freight services by DBC UK pursuant to its General Conditions of Carriage, available at: <http://uk.dbcargo.com/>, or otherwise on request).

This Addendum explains how DBC and you will handle any personal data we share or exchange in the course of performing our respective obligations under the Agreement. It ensures that we both act in manner that is lawful, transparent and in full accordance with the rights of any affected individuals.

Certain defined terms are used throughout this Addendum and have the following meanings:

"**Applicable Data Protection Law**" shall mean:

- (a) to the extent the UK Data Protection Legislation applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data; and
- (b) to the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which the parties are subject;

"**EU GDPR**" shall mean: the General Data Protection Regulation (EU) 2016/679;

"**UK Data Protection Legislation**" shall mean: all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018; and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as may be amended, superseded or replaced from time to time, and in each case as may be amended by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019;

"**UK GDPR**" shall mean as defined in section 3(10) of the Data Protection Act 2018, supplemented by section 205(4) of the Data Protection Act 2018; and

"**controller**", "**processor**", "**data subject**", "**personal data**" and "**processing**" (and "**process**") shall have the meanings given in Applicable Data Protection Law.

2 DISCLOSURE OF PERSONAL DATA

Each party to the Agreement may disclose the personal data specified at **Annex A** of this Addendum (the "**Data**") to the other party in connection with the Agreement, and should a party elect to disclose such Data (as the "**Disclosing Party**") to the other party (as the "**Receiving Party**"), the Receiving Party shall only use the Disclosing Party's Data for the purposes described at **Annex B** of this Addendum (or as otherwise expressly agreed between the parties in writing) (the "**Permitted Purposes**").

3 RELATIONSHIP OF THE PARTIES

The parties each acknowledge that, when acting as the Disclosing Party, they are a controller of the Data disclosed to the Receiving Party, and that the Receiving Party will process the Data as a separate and independent controller strictly for the Permitted Purposes. In no event will the parties process the data as joint controllers. Each party shall be individually and separately responsible for complying with the obligations that apply to it as a controller under Applicable Data Protection Law. The Disclosing Party shall ensure that it has notified those data subjects whose personal data may be disclosed to the Receiving Party, that their personal data may be disclosed to and processed by the Receiving Party in the manner set out in the Addendum, including details of:

- a. the categories of personal data which are being disclosed;
- b. the purposes for which their personal data may be processed by the Receiving Party;
- c. the lawful basis on which the Receiving Party may process their personal data;
- d. any processing of the personal data outside of the United Kingdom, and where this is the case, the measures which have been taken to ensure that the processing is in compliance with Applicable Data Protection Law;
- e. the period for which the personal data will be retained in respect of each of the activities set out in the Permitted Purpose; and
- f. the rights of each data subject under Applicable Data Protection Law.

4 INTERNATIONAL TRANSFERS

The Receiving Party shall not process any Data (nor permit any Data to be processed) in a territory outside of the United Kingdom unless it has obtained the prior written consent of the Disclosing Party and taken such measures as are necessary to ensure that the transfer is in compliance with Applicable Data Protection Law.

5 SECURITY

The Receiving Party shall implement technical and organisational measures to:

- a. protect the Data from accidental or unlawful destruction; and
- b. prevent loss, alteration, unauthorised disclosure of, or access to, the Data, (the occurrence of any of the above constituting a "**Security Incident**").

6 SUBCONTRACTING

The Receiving Party may, at its election, appoint third party processors to process the Data for the Permitted Purposes provided that such processors:

- a. agree in writing to process Data in accordance with the Receiving Party's documented instructions;

- b. implement appropriate technical and organisational security measures to protect the Data against a Security Incident; and
- c. otherwise provide sufficient guarantees that they will process the Data in a manner that will meet the requirements of Applicable Data Protection Law.

7 CO-OPERATION

In the event that either party receives any correspondence, enquiry or complaint from a data subject, regulator or other third party related to the processing of Data by the other party which relates to the processing of Data by a party pursuant to this Addendum, it shall promptly inform the other party giving full details of the same, and the parties shall cooperate reasonably and in good faith in order to respond to the correspondence in accordance with any requirements under Applicable Data Protection Law.

8 FUTURE PROCESSING

This Addendum shall survive termination or expiry of the Agreement. Upon termination or expiry of the Agreement, the Receiving Party may continue to process the Data provided that such processing complies with the requirements of this Addendum and Applicable Data Protection Law.

ANNEX A

PERSONAL DATA

The Disclosing Party shall only disclose the following categories of personal data in respect of its staff to the Receiving Party:

- name;
- business contact details (email address, telephone number and postal address if relevant to the Permitted Purposes);
- job title and role; and
- user access or log-on details associated with supporting systems or processes used in the delivery of goods and/or services.

ANNEX B

PERMITTED PURPOSES

The Receiving Party shall process the personal data only for the following purposes:

- account management in respect of its relationship with the Disclosing Party;
- operational and management activities in respect of the Agreement;
- security, health and safety and internal audit purposes;
- to comply with legal and regulatory requirements which are applicable to the Receiving Party including investigating and responding to investigations by regulatory authorities;
- compliance with the lawful documented internal policies of the Receiving Party; and
- communications between the Disclosing Party and Receiving Party in respect of the above.