

Data Processing Agreement



DPD (Luxembourg) sàrl – version 2018/03/17

This agreement is concluded between :

1. **DPD (Luxembourg) s.à.r.l.**, LU 157 154 69, RC B 42 850, registered at 6 ZAE Krakelshaff, L-3235 Bettembourg, hereafter referred to as **DPD** or **Service Provider**,
2. The **client** who orders the transport of parcels by DPD, within an already existing main agreement, either:
 - a) the Web Parcel electronic portal and accompanying terms and conditions;
 - b) The general and special terms and conditions of DPD Classic, with which the client has agreed;
 - c) A specific contract/Partnership Agreement between DPD and the Client,

hereafter together referred to as: **Parties**.

Introduction

The General Data Protection Regulation (GDPR) No. 2016/679 came into effect on 24 May 2016 and shall apply by 25 May 2018. Consequently, within the European Economic Area (EEA), a number of new obligations will be in force concerning the protection and processing of personal data.

Capacities, framework and justification:

Within the framework of the organisation of the Client's transport orders, besides processing the personal data of her Clients' employees, DPD systematically processes the personal data of consignees of parcel shipments.

DPD carries out the actual management of these personal data and determines the duration of the processing operations and the technical means with which they must be carried out, in part from legal obligations (CMR-convention). With this, DPD complies with the essential characteristics of a **controller**. Consequently, all Parties are individually responsible for processing operations carried out under their respective managements;

The current Data Processing Agreement is part of the aforementioned main agreement. When the Web Parcel electronic portal is used for shipping, agreement is acquired via the aforementioned electronic portal. In all other cases, the Client is requested to physically sign this Agreement and to send a copy to DPD, either by post, in a PDF-format, via his contact person at DPD or via dataprotection@dpd.lu . If a signature is not provided, this Agreement will nevertheless be in force when the Client, after clear notification of this document by DPD, draws up a new parcel transport.

Article 1. Concepts

Several new and important concepts will be added insofar as necessary in annex 1, in alphabetical order.

Article 2. Processing and goal

- 2.1 The Service Provider receives and processes the personal data of the Client and Data Subjects for the execution of the Service Provider's obligations derived from the Agreement with the Client (including the legal obligations that stem from the Agreement, for instance, on the grounds of the CMR-convention).
- 2.2 The Processing of Personal Data by Parties is carried out in accordance with the goals involved with the execution of the Agreement. The Service Provider is free to determine the means he uses to process the personal data.
- 2.3 The Processing goals are the following:
 - a. activities of the Service Provider with regards to organising the Client's transport orders (with

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- b. freedom for the Service Provider in determining the necessary modalities);
- b. compliance with laws and regulations in appliance to the Service Provider;
- c. compliance and insurance of a proper functioning of the Service Provider's internet portals; and
- d. internal goals, such as improving the quality of future shipments, improving service quality, and direct marketing.

2.4. The following is a schematic summary of: categories of Data Subjects, what personal data of clients and consignees will be processed, the retention period, the location of the servers and the manner in which data are destroyed:

Categories of Data Subjects	Client Data Subject
Personal Data	<ul style="list-style-type: none">a. client: name and address data, email address, phone number, job title of the Client's contact person, bank account number, VAT number, complaints and claims, digital approval or signature of the agreementb. consignee: name and address data, email address, phone number, signature of delivery, predict, delivery data and delivery date, cash on delivery payments, notice of absence accompanied with detailed picture of letterbox, used Pickup Parcel shops
Processing of personal data	<ul style="list-style-type: none">a. In order to make the communication opposable: entering into of contracts, complying with legal obligations (such as fiscal obligations), carrying out obligations ensuing from the agreement such as - but not limited to - billing of servicesb. Consulting packaging labels entering the consignee's data in a scanner, matching the consignee's data to a parcel number, consulting entered data, matching the consignee's signature to parcel number
Server location	Within the European Economic Area (EEA: EU countries plus Liechtenstein, Norway and Iceland).
Retention Period	3 years, unless a longer retention period is required on the grounds of a legal obligation or for special reasons of accountability (for instance, with regards to a (possible) dispute).
Destruction	Removing or rendering personal data anonymous after the retention period mentioned above

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2.5 Service Provider processes the personal data within the European Economic Area. If DPD were to make use of the services of a Processor (for instance, a service centre) outside of the European Economic Area (hereafter: EEA), this will be carried out in an environment completely under the control of DPD and in accordance with the rules of the GDPR, namely, using the standard contract for the transfer of personal data to processors in third countries, according to the decision of the European Commission. At this time, DPD has already signed such a standard contract with her service centre in Morocco.

If, by order of the Client, parcels need to be delivered outside the EEA, the Service Provider will be obliged to transfer personal data to third countries and international organisations in accordance with article 49 subsection c GDPR.

The Service Provider will reveal the personal data (that have to be processed) to his employees or third parties only if this is necessary for carrying out the assignment within the framework of the Agreement.

2.6 The Service Provider is entitled to decide himself whether to call in other parties (carriers, business units and ICT enterprises) for the processing of personal data as referred to in this Data Processing Agreement, if in compliance with the applicable legislation.

Article 3. Obligations, security and data leaks

3.1 Every Party keeps a register of the processing operations carried out under their responsibility (article 30 paragraph 1 GDPR).

3.2 Every Party guarantees that the processing of personal data under their management is carried out in accordance with article 6 GDPR (Lawfulness of processing).

3.3 Every Party guarantees that the content, use and the contract for processing operations according to this Data Processing Agreement are not unlawful and will not violate any rights of Third Parties.

3.4 Whenever the Client transfers personal data of consignees to a Service Provider within the framework of the Agreement, the Client guarantees:

- that the consignees to whom these data apply have been duly informed of the transfer of their data to DPD; and
- that these consignees have received a copy of DPD's Privacy and Data Protection Statement, available on DPD's website via the following link:

https://www.dpd.com/lu/business_customers/siteutilities/data_protection

3.5 Parties will each take the appropriate technical and organisational measures in order to secure personal data against loss or any form of unlawful Processing, in accordance with article 24 GDPR. These measures guarantee, keeping into account the state of technology and the costs and purposes (article 25 GDPR), an appropriate level of security, considering the risks the Processing and the nature of the Personal data that have to be protected entail. Parties must also ensure that third parties and/or personnel under their control are aware of the content of this Data Processing Agreement and that they are committed to complying with a processing agreement and/or confidentiality.

3.6 Every Party will inform the other Party without delay in case of a breach concerning personal data which may impact the processing operations of the latter Party. Parties will also act in good faith in order to prevent, track and report breaches concerning personal data (if legally obligated).

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3.7 Parties will also take all reasonable commercial steps to mutually assist one another with the investigation, the limitation and the remedy of any breach concerning personal data.

Article 4. Handling of requests

- 4.1 Parties will each respect the legal rights of Data Subjects under the GDPR and each take their responsibility for handling requests of a Data Subject with regards to data processing carried out under their control as regulated in article 15 up to and including article 22 GDPR. On the side of DPD, this matter is covered in the Privacy and Data Protection Statement, available on DPD's website via the aforementioned link.
- 4.2 The Client will inform the Service Provider without delay of any rectification or erasure of personal data, or any limitation of processing, in accordance with article 19 GDPR.

Article 5. Liability

- 5.1 Every Party, as controller, is liable for any and all damage caused by processing under their own control, in accordance with article 82 paragraph 2 and paragraph 3 GDPR.
- 5.2 Every Party safeguards the other Party from liability with respect to Third Parties (including Data Subjects) if a Third Party (including a Data Subject) makes a claim for compensation of damage to the latter Party which is attributable to a mistake or negligence of the other Party.
- 5.3 If a Service Provider were to receive a complaint from a Data Subject or an Authority concerning personal data which he (the Service Provider) acquired from the Client, the Client will intervene in either case and safeguard the Service Provider from all claims in this regard.
- 5.4 Any claim will expire after 1 (one) year after the arising of the claim, except if the claim was reported explicitly in a written and detailed manner within this time limit.

Article 6. Duration and termination

- 6.1 This Data Processing Agreement will take effect on 25 May 2018.
- 6.2 The duration of the Data Processing Agreement is equal to the one of the current Agreement, except with regards to obligations that remain in effect after the termination of the Agreement.

Article 7. Applicable law, forum and general

- 7.1 Deviations from and additions to this Data Processing Agreement are only binding if they were agreed to in an explicit and written manner. Handwritten alterations and additions must be provided by both Parties with the mention of "Agreed by".
- 7.2 This Data Processing Agreement is the successor to all previous agreements and arrangements between Parties relating to the same topic.
- 7.3 General terms and conditions concerning the Agreement are not applicable to this Data Processing Agreement. Additionally, the applicability of any Client's general terms and conditions to this Agreement is explicitly ruled out by the Parties.
- 7.4 If one of the Parties neglects to exercise their rights on the grounds of or with regards to this Data

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Processing Agreement, this does not mean that he/she waives from these rights and it does not in any way impair such rights.

- 7.5 The rights and obligations from this Data Processing Agreement cannot be transferred to Third Parties. Parties commit themselves not to transfer these rights and obligations to Third Parties.
- 7.6 If any of the terms from this Data Processing Agreement turn out to be void, invalid or destructible, the other terms will still remain in force. Parties will replace the invalid term with a valid one which will come as close as possible to the goal of the invalid term.
- 7.7 The costs concerning the execution of this Data Processing Agreement are included in the price and fees recorded in the Agreement.
- 7.8 This Data Processing Agreement is exclusively managed by Luxembourg law.
- 7.9 All disputes that may arise between Parties with regards to the Data Processing Agreement will be referred to the competent judge of the courts of Luxembourg.

As drawn up in Mechelen, on 17 March 2018, for agreement

DPD (Luxembourg) s.à.r.l. Controller Lawfully represented by Silvio Mestdagh, Director	The Client Controller
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Annex 1: Concepts

The following concepts are attached to the definitions below:

Authority	A supervisory authority appointed by the member state in accordance with article 51 GDPR. In Luxembourg, this is the Commission Nationale pour la Protection des Données.
GDPR	The General Data Protection Regulation 2016/679 of 26 April 2016
Data Subject	A natural person who can be identified, directly or indirectly.
Third Party	Anyone, other than the Data Subject, the Controller or the Processor.
Breach	A breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed. This can include: loss of a file, theft of a laptop or a breach by a hacker on the computer system.
Notification	Notification, in accordance with article 33 GDPR, of the Authority by the Controller in case of a personal data breach.
Recipient	A natural or legal person, public authority, agency or other body, whether a Third Party or not, to whom the personal data are disclosed.
Agreement	Agreement between the Service Provider and the Client with regards to the provision of services.
Data Processing Agreement	The present agreement
Personal data	Any information relating to an identified or identifiable natural person ('Data Subject').
Consent	Any freely given, specific, informed and unambiguous indication of the Data Subject's wishes by which he or she, by a statement or by a clear affirmative action, signifies his/her agreement to the processing of personal data relating to him or her.
Processing	Any operation or set of operations which is performed on personal data, such as: collection, recording, organisation, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
Processor	He/she who processes personal data on behalf of the controller, without being subject to his direct authority.
Controller	A natural or legal person, or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data.