

## GENERAL TERMS AND CONDITIONS OF SALE OF TRANSPORT SERVICES

### 1 PURPOSE, SCOPE OF APPLICATION OF THE GENERAL TERMS AND CONDITIONS OF SALE AND DEFINITIONS

1.1 The present general terms and conditions of sale of transport services (here after the “**General Conditions**”), of which the attached **Annexes** form an integral part thereof, shall apply to all contractual relationship between **Redspher** who is willing to provide transport **Services** (as further defined hereinafter) for the **Shipper**, in accordance with the present General Conditions.

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1.3 These General Conditions contain the entire General Conditions between the Parties and supersede all prior negotiations, understandings and General Conditions between the Parties. No purported variation of these General Conditions shall take effect unless made in writing and signed by each Party.

1.4 It is expressly agreed that the general terms and conditions of the Shipper shall not be applicable to Redspher.

1.5 The terms used in these General Conditions shall have the meanings here after assigned to them, unless the context unequivocally gives to understand otherwise. The use of nouns and

expressions in their singular form does not exclude that they can also be understood in their plural form and vice versa, whereby the context so allows and it reflects the intent of the Parties.

**Annexes:** see the definition in article 27 of the present General Conditions.

**Carrier:** shall mean the contractor who provides the Services (as defined below), working independently and with financial self-sufficiency, solely liable for its own company organization and for the outcome of the provided Services.

**Contract:** shall mean the Confirmation Order (as defined below) governed by the present General Conditions, and including all further documentation issued by Redspher in relation to each Service (as defined below) provided by the Carrier.

**CMR Convention:** shall mean the Convention on the Contract for the International Carriage of Goods by Road (CMR) signed in Geneva on 19 May 1956 and any regulation that may replace it in the near future.

**Dispatch :** the quantity of merchandise, packaging and load bearing mechanism inclusive, which are simultaneously made available to Redspher and for which transport is requested by Shipper for a single recipient from a unique point of loading to a unique point of unloading and notified on a single document.

**Force Majeure:** see the definition in article 17 of the present General Conditions.

**General Conditions:** shall mean the present general terms and conditions of sale of transport services.

**Order Confirmation:** shall mean a confirmation issued by Redspher and communicated to the Shipper, in written or electronic form, for the sale of Services pursuant to these General Conditions.

**Packages:** an object or group of material comprising several objects, whatever the weight, dimensions and volume, constituting a unit load at the time of issue for

transportation (vat, cage, box, cantine, box, container, envelope, burden, barrel, packet, surrounded pallet or film-covered pallet, roll, bag, case, etc.) packaged by the Shipper prior to handling, even if the content is indicated in the shipping document.

**Parties:** shall mean collectively Redspher and the Shipper.

**Redspher:** shall mean the party selling Services to the Shipper, i.e.:

- (a) the freight forwarder Redspher SA, a public limited company, which registered office is located 19 Rue Edmond Reuter, L-5326 Contern, Luxembourg and is registered with the Company and Trade Register of Luxembourg under the number B-41128;
- (b) any other company controlled by Redspher SA (it being understood that Redspher SA as defined herein may act in its own name as well as on behalf or in the name of any and all companies of Redspher Group) and which is identified in the Confirmation Order.

**Services:** see the definition in article 3.1 of the present General Conditions.

### **3 SERVICES PROVIDED BY REDSPHER**

3.1 Redspher will provide in any circumstances whatsoever (air freight, shipping agent, transportation agent, freight broker, depositor, representative, handling, approved or non-approved customs dealer, shipper, etc.) activities and services pertaining to the physical transportation and/or the management of flows of merchandise, whether or not packaged, of any nature, from all origins, for all destinations, in return for a price which is freely agreed as a reasonable remuneration for services rendered, either domestically or internationally (hereinafter the "Services").

3.2 Any commitment or operations of any nature whatsoever with Redspher shall constitute acceptance, without any reservations, by Shipper of the terms and conditions set forth hereunder.

3.3 Whatever the transportation method used, this General Conditions shall govern relations between the Shipper and Redspher. Redspher shall perform the Services requested in line with the terms and conditions set forth in this General Conditions. No special condition or other general conditions issued by the Shipper may, notwithstanding formal acceptance by Redspher, prevail over the present General Conditions.

### **4 ORDER PROCESS**

4.1 All requests for Services will be submitted electronically by the Shipper via the Shipper Portal (or any similar tool Redspher may decide to use).

4.2 Following its request for Services, the Shipper will be communicated one or several offers for Services, via the Shipper Portal.

4.3 A valid Order Confirmation will be issued as soon as Shipper validates and accepts one of the offers for Services.

### **5 PRICE OF SERVICES**

5.1 Prices for the Services shall be provided to the Shipper upon request for each order of Services. Prices are binding on Shipper upon acceptance of each offer for Services from Redspher.

5.2 Prices are calculated on the basis of information provided by the Shipper, taking into account notably the Services to be performed, the nature, weight and volume of merchandise to be transported and the itineraries to be covered. Quotations shall be issued in line with the currency rates in force at the time of issue. They shall additionally be issued in line with the price conditions and payment terms for replacements as well as in line with legislation, regulations and international conventions in force. In such instance, as one or more of these basic elements should be amended following the issue of a quotation, including by the replacements of Redspher, and enforceable on the latter, and the proof provided by the latter, the prices issued initially shall be amended in line with the same terms and conditions. This shall additionally be the case in the event of any unexpected incident, notably leading to the modification to any elements of the Service. Inter alia, this shall concern the price of fuel for which the variation should be taken into account.

5.3 The prices do not include duties, taxes, fees or any other amounts due pursuant to any regulations, notably customs and fiscal regulations (such as excise, entry fees, etc.).

### **6 INSURANCE**

6.1 Redspher represents that it has taken out an insurance covering its liability under the present General Conditions.

6.2 Upon request of the Shipper, Redspher may subscribe to an additional insurance which will cover the transported merchandise ("ad valorem"). No such insurance is subscribed by Redspher without a written order, as reiterated by the Shipper for each Dispatch, indicating the risks to be covered and values to be guaranteed. In such instance, as an order is issued, Redspher, acting on behalf of the Shipper, shall take out an insurance policy with a leading and solvent insurer at the time of cover. Failing any precise specification, only ordinary risks (excluding the risk of war and strike action)

shall be covered. The price of the insurance policy shall be paid by the Shipper. Acting in this precise instance as a representative of the Shipper, Redspher may not be considered as an insurer under any circumstances whatsoever. The terms of the policy shall be deemed as known and approved by the shippers and recipients. A certificate of insurance shall be obtained from the insurer and provided to the Shipper, if requested.

## **7 PERFORMANCE OF SERVICES**

The departure and arrival dates which may be notified by Redspher are indicative. Shipper shall be bound to issue all necessary instructions to Redspher within a reasonable time, for performance of the Services. Redspher shall not be bound to inspect documents (commercial invoice, packing note, etc.) provided by the Shipper. All specific instructions for delivery (against reimbursement, etc.) should be indicated in writing and reiterated for each issue and with the express acceptance of Redspher. In all instances, such a mandate shall be ancillary to the main Services.

## **8 OBLIGATIONS OF THE SHIPPER**

### **8.1 Packaging and labelling**

8.1.1 Packaging . Shipper will ensure that the merchandise is packaged, labelled, marked or countermarked so as to withstand transportation and/or storage under normal conditions, as well as the successive handling operations which are required for the due and proper performance of the Services. Merchandise shall not constitute any cause for danger for staff or for handling operations, the environment, the safety of transportation devices, other transported merchandise or stored goods, vehicles or third parties.

8.1.2 Labelling. On each package, object or load bearing mechanism, clear labelling should be provided to allow for immediate and unequivocal identification of the shipper, the recipient, the place of delivery and nature of merchandise. The indications on labelling should match those appearing on the shipping documents.

8.1.3 Liability. The Shipper shall be liable for all consequences of any absence, insufficiency, or defective nature of packaging, labelling, marking or other.

### **8.2 Compulsory declarations**

8.2.1 The Shipper shall be liable for all consequences due to any default in the obligation of information and compulsory declarations as to the precise nature and specificity of the merchandise when the latter has special provisions, notably in light of its value and/or the appeal which it is likely to raise, its hazardous or fragile nature. Moreover, the Shipper hereby undertakes not to entrust to Redspher any illegal or prohibited merchandise (for instance counterfeit produce, narcotics, etc.).

8.2.2 The Shipper alone shall bear the consequences, whatever they may be, resulting from incorrect, incomplete, inapplicable declarations or documents, or those made late, including information required for the transfer of any summary declaration required by customs, notably for the transportation of merchandise from third countries.

8.3 Reservations. In the event of loss, incident or any other damage occasioned on merchandise, or in the event of any delay, recipient or the receiving party shall make all regularly and sufficient observations, make motivated reservations, and more widely undertake all actions required for compensation and to confirm said reservations in the form and deadline set forth by the Geneva Convention for the International Carriage of Goods by Road (CMR).

8.4 Refusal or default of the recipient. In the event of any refusal of merchandise by the recipient, and in the event of default by the latter at the time of the delivery of the transported merchandise, whatever the reason, all initial and additional costs due and incurred for the merchandise shall remain payable by the Shipper.

### **8.5 Customs formalities**

8.5.1 If customs operations are necessary, Shipper shall guarantee and hold harmless Redspher, in his capacity as customs agent against all financial consequences resulting from incorrect instructions, inapplicable documents or other, leading to the payment of fees and/or additional taxes or fines.

8.5.2 In the event of customs clearance for merchandise under a preferential regime concluded or granted by the European Union, the Shipper hereby guarantees to have undertaken all due diligence by virtue of the provisions set forth under the Regulation (EU) no. 952/2013 of the European Parliament and of the Council of 9 October 2013 laying down the Union Customs Code (UCC), and as amended and corrected by the Delegated Regulation (EU) 2018/1063 of 16 May 2018 amending and correcting Delegated Regulation (EU) 2015/2446 of 28 July 2015 supplementing Regulation (EU) No 952/2013, aimed at ensuring that all conditions for processing the preferential regime have been duly and properly respected.

8.5.3 Shipper should, at the request of Redspher, provide within the required deadline, all information claimed by the relevant customs agent or customs regulations. Shipper shall be liable for all damages caused as a result of failure to timely provide such information.

8.5.4 Rules governing quality and/or technical standards for merchandise fall under the sole liability of the Shipper who is solely responsible for providing Redspher with all documents (tests, certificates, etc.) required by regulations for circulation. Redspher may not

be held liable for any non-compliance of merchandise with said rules governing quality or technical standards.

8.5.5 The approved customs agent shall undertake customs clearance operations under direct representation pursuant to article 18 of the Union Customs Code.

## **9 LIABILITY**

### **9.1 Redsppher's liability**

Redsppher shall be liable as set forth below from the time a shipment is picked up from the Shipper until it is delivered to the designated recipient:

- For the road portion: (i) for international shipments, in accordance with the CMR Convention for the international carriage of freight by road and (ii) for domestic shipments within a country, in accordance with applicable mandatory provisions; if no mandatory provisions apply, then in accordance with the CMR Convention, by deeming the shipment to have moved in international traffic.;
- For the rail portion: in accordance with the CIM Uniform Rules Concerning the Contract of International Carriage of Goods by Rail;
- For the air portion: in accordance with the Montreal Convention for international airfreight shipments;
- For the sea portion: in accordance with The Hague-Visby Rules for the international carriage of freight by sea.

In addition, for any non-localized damage that cannot be linked to any portion of the shipment, Redsppher's liability shall be governed by the CMR Convention.

Finally, the Parties intend to be bound by the above mentioned international conventions, irrespective of their signature and/or ratification by the countries where Redsppher and the Shipper have their registered office.

### **9.2 Quotations**

All quotations issued, all ad hoc prices provided, as well as general prices of Redsppher are established and/or published by taking due account of the limitations of liability indicated hereinabove (Article 9.1).

9.3 Declaration of value or insurance. Upon payment of an agreed supplement and prior to the acceptance of an offer for Services, the Shipper can specify a value for an increased liability that differs from the maximum amounts stipulated in Article 9.1. In this case, the specified value replaces the relevant maximum amount. The Shipper may additionally issue instructions to Redsppher, pursuant to Article 6 (Insurance), to subscribe on its behalf an insurance policy, in return for payment of the corresponding premium, by indicating the risks to be covered as well as the values for cover.

Instructions (declaration of value or insurance) should be renewed for each Dispatch.

9.4 Special interest for delivery. Shipper may specify a special interest declaration for delivery which, once accepted by Redsppher, shall lead to replacement of the aforementioned indicated ceilings for compensation (Article 9.1) by the total amount of this declaration. This declaration shall lead to a price supplement. Instructions should be renewed for each operation.

## **10 SUB-CONTRACTING**

As freight forwarder, Redsppher shall have the right to subcontract all or part of the Services being provided to Shipper and without any prior authorization of the Shipper. In such case, Redsppher shall ensure that each of its suppliers is aware of Redsppher's contractual obligations, as stated in these General Conditions and shall be responsible towards the Shipper for compliance with such obligations.

## **11 SPECIAL TRANSPORTATION**

For special transportation (transportation in tankers, transport of indivisible objects, perishable merchandise under controlled temperature, transportation of live animals, transportation of vehicles, transportation of merchandise subject to special regulations, notably transportation of hazardous goods, etc.) Redsppher shall provide the shipper with adequate material and equipment in line with the terms and conditions previously defined by the Shipper.

## **12 PAYMENT TERMS**

12.1 Payment should be made for the Services in full within thirty (30) days from the date of the invoice issued by Redsppher.

12.2 Shipper may not offset amounts for claimed damages from the price of the Services, unless otherwise agreed in writing by Redsppher.

12.3 Any payment delay shall lead to the application of late payment interest for an amount equivalent to the interest rate applied by the European Central Bank (ECB) in its most recent publication, increased by 10 percentage points and fixed, as well as a request for recovery fees in the amount of forty euros (€40). Additionally, a compensation equal to fifteen percent (15%) of the primary amount due shall be automatically payable following issuance of a payment notice remaining without remedy for ten (10) days, and this without compensation for prejudice in line with legal conditions, of any other damages resulting directly from this delay.

12.4 Any partial payment, as at the agreed due date, shall as a priority be offset against the unsecured part of liabilities.

### **13 CONTRACTUAL RIGHT OF LIEN**

Regardless of the capacity in which Redspher is acting, Shipper hereby acknowledges Redspher's conventional right of retention, enforceable against all parties, and a conventional contractual possessory lien over all goods, values and documents in Redspher's possession, in order to guarantee any debt (invoices, interests, incurred expenses, etc.) Redspher holds against the Shipper, including those prior to, or other than those concerning operations related to the goods, values and documents that Redspher effectively holds

### **14 STATUTE OF LIMITATIONS**

All claims arising from Contracts entered into by the Parties shall be time barred after one year running from the performance of the disputed Service. The time limitation also applies to claims relating to duties and taxes collected afterwards, running as from the notice of adjustment.

### **15 TERM OF GENERAL CONDITIONS AND TERMINATION**

15.1 In the context of an established commercial relationship, each party may terminate the Contract at any time by registered letter with acknowledgement of receipt, subject to complying with the following notice periods:

- One (1) month when the duration of the relationship is less than or equal to six (6) months;
- Two (2) months when the duration of the relationship is above six (6) months and equal to or less than one (1) year;
- Three (3) months when the duration of the relationship is above one (1) year and equal to or less than three (3) years;
- Four (4) months when the duration of the relationship is above three (3) years, to which one (1) week is added per full year of commercial relations, without exceeding a maximum period of six (6) months.

15.2 During the notice period, the parties hereby undertake to maintain the balance of the contract.

15.3 In the event of evidenced serious or repeated breaches by either party of its obligations, the other party shall send a formal notice by registered letter with acknowledgement of receipt. Where the notice remains unsuccessful within a one-month period, during which the parties may attempt to negotiate, the contract may be definitively terminated without notice or compensation by registered letter with

acknowledgement of receipt acknowledging the failure of the negotiation attempt.

### **16 CONFIDENTIALITY AND PUBLICITY**

16.1 Shipper undertakes not to make use of and not to divulge to third parties any facts, information, knowledge, documents or other matters communicated to him or brought to its attention during the performance of the Contract or any matter arising therefrom. It shall continue to be bound by this undertaking after the termination of the Contract for a duration of five (5) years.

16.2 Shipper shall never use any company or trade name, trademark or logo of Redspher in advertising, publicity or other promotional activities without the prior and written consent of Redspher.

### **17 FORCE MAJEURE**

17.1 In no event shall Redspher be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, a Force Majeure event.

17.2 If any event of Force Majeure occurs, the contractual obligation of Redspher shall be suspended while the Force Majeure event subsists and the due date for performance thereof shall be automatically extended, without penalty, for a period of time equal to such suspension.

17.3 Redspher affected by the Force Majeure event shall promptly inform the Shipper in writing and shall furnish appropriate proof of the occurrence and duration of such Force Majeure event. In the event of a Force Majeure event, the Parties shall immediately consult with each other in order to find an equitable solution and shall use all reasonable efforts to minimize the consequences of such Force Majeure.

17.4 For the purpose of this General Conditions, "Force Majeure" means any event or occurrence which is outside the reasonable control of Redspher, and which is not attributable to any act or failure to take preventive action by Redspher (e.g., any act of God, landslide, washouts, lightning, earthquakes, fires, storms, floods, wars, insurrections, epidemics, pandemics, interruptions, etc.).

### **18 CANCELLATION – INVALIDITY**

In such instance, as any of the provisions set forth under this General Conditions should be declared null and void, all other provisions shall remain in force, as detailed in Article 25 below.

### **19 DATA PROCESSING**

With respect to the performance of the Services, Redspher will be required to process personal data on behalf of the Shipper. Therefore, in accordance with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (hereinafter the "GDPR"), the Parties mutually agreed to provide sufficient guarantees as to the implementation of appropriate technical and organizational measures to ensure that the processing of personal data complies with the GDPR. These measures must guarantee the protection of the rights of the persons concerned.

The Parties undertake to comply with the provisions stated in **Annex 1** and relating to the processing of personal data.

## **20 ANTI-BRIBERY AND ANTI-CORRUPTION**

The Parties undertake not to violate any laws and regulations regarding anti-bribery and corruption as well as anti-money laundering.

More specifically, in the performance of the General Conditions, each Party undertakes not to propose, request or accept, directly or through an intermediary, a gift, an offer, a promise, money or a benefit in consideration for the performance or non-performance of an act for the purpose of obtaining or maintaining a business or financial advantage or influencing a decision.

This stipulation must be considered as an essential provision of these General Conditions, the non-compliance of which constitutes a material breach of the General Conditions.

## **21 GOVERNING LAW AND JURISDICTION**

21.1 The validity, interpretation and performance of these General Conditions shall be governed by the laws of the country where the Redspher company, who submitted an offer for Services accepted by Shipper, has its seat of incorporation.

21.2 Any dispute arising under or in connection with these General Conditions shall be exclusively submitted to the competent jurisdiction of the country where the Redspher company, who submitted an offer for Services accepted by Shipper, has its seat of incorporation.

## **22 COMPLIANCE WITH LAWS AND GOVERNANCE**

In performing the Services under this General Conditions, Redspher represents that it will comply with all applicable laws and regulations. Redspher is part of Redspher Group and signatory to the Redspher Code of Conduct which defines its commitments in terms of ethics and business practices to comply with the UN Global Compact rules.

## **23 ASSIGNMENT**

Neither Party shall have the right to assign or transfer whole or part of the rights and/or obligations it holds under this General Conditions to any third party without the prior written consent of the other Party.

## **24 NO AGENCY**

The Parties hereby agree that nothing in this General Conditions shall operate to create an agency or partnership between them. Notwithstanding any provisions to the contrary in this General Conditions, none of the Parties shall have any authority or power to bind the other Party or to contract in the name of, or create any liability against, the other Party for any purpose.

## **25 SEVERABILITY / WAIVER**

In the event that any term or provision of these General Conditions shall be found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of these General Conditions, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the Parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and General Conditions of the Parties in these General Conditions.

No waiver of any term, provision or condition of these General Conditions shall be effective unless it is in writing and signed by the waiving Party. No failure or delay or other indulgence to exercise any right or remedy under these General Conditions shall be construed or operate as a waiver thereof nor shall any single or partial exercise of any right or remedy preclude the further exercise of such right or remedy as the case may be.

## **26 NOTICES**

All notices, requests, claims, approval, consent, General Conditions or other communication required or permitted by, or in connection with, this General Conditions (hereinafter referred to as the "Notices") shall be in writing, in the English language and be delivered either by mail or delivered by hand in exchange for a receipt signed by a duly authorized officer of the recipient thereof. All Notices shall be sent or delivered at the address indicated on the Order Confirmation.

## **27 LIST OF ANNEXES**

Annexes to these General Conditions:

- **Annex 1:** Data Privacy Terms

**ANNEX 1**  
**DATA PROCESSING TERMS**

This Data Processing Annex (hereinafter the “DPA”) is attached to and forms part of the General Conditions hereof. All capitalized terms not defined herein shall have the meaning set forth in the General Conditions.

**1. PURPOSE**

- (1) In the course of providing transport services pursuant to the General Conditions, Redspher processes Personal Data (as defined herein) relating to Shipper.
- (2) The Parties therefore agree to comply with the provisions of this DPA with respect to the processing of any and all Personal Data submitted by Shipper to Redspher, as required for the provision of the Services.

**2. DEFINITIONS**

- (1) “**Appropriate Safeguards**” means such legally enforceable mechanism(s) for transfers of Personal Data as may be permitted under Data Protection Laws from time to time.
- (2) “**Data Protection Laws**” means any and all laws, codes and regulations as applicable to, or enforceable against, Redspher and/or the Shipper in respect of the performance of the Services from time to time including but not limited to: (i) the GDPR and potential decrees, laws and regulations enacted to effect the GDPR by any EU Member State; (ii) Directive 2002/58/EC of the European Parliament and of the Council of 12 July 2002 concerning the processing of personal data and the protection of privacy in the electronic communications sector and any EU directive or regulation that may replace the same in the near future.
- (3) “**Data Subject**”, “**Data Controller**”, “**Data Processor**”, “**Personal Data**”, “**process/processing**” and “**Sub-Processor**” shall have the same meaning as in the Data Protection Laws or in the Standard Contractual Clauses. Personal Data processed in the course of performance of the Services, as well as Data Subjects are further detailed in Schedule 2.
- (4) “**Data Subject Request**” means a request made by a Data Subject to exercise any rights of Data Subjects under Data Protection Laws.
- (5) “**EEA**” means the European Economic Area.

- (6) “**Personal Data Breach**” means any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, any Personal Data.
- (7) “**GDPR**” means the General Data Protection Regulation (EU) n°2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.
- (8) “**Standard Contractual Clauses**” means the Standard Contractual Clauses for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection, drafted pursuant to the European Commission decision of 4 June 2021.
- (9) “**Supervisory Authority**” means any local, national or international agency, department, official, parliament, public or statutory person or any government or professional body, regulatory or supervisory authority, board or other body responsible for administering Data Protection Laws.

In this DPA, references to any Data Protection Laws and to terms defined in such Data Protection Laws (including in the Standard Contractual Clauses) shall be replaced with or incorporate (as the case may be) references to any Data Protection Laws replacing, amending, extending, re-enacting or consolidating such Data Protection Laws from time to time and the equivalent terms defined therein.

**3. ROLES OF THE PARTIES**

Unless specifically agreed in writing, the parties acknowledge and agree that with regard to the processing of Personal Data, the Shipper is the Data Controller, Redspher is a Data Processor and any subcontractor engaged by Redspher pursuant to the requirements set forth in the General Conditions, will act as a Sub-Processor.

The Parties hereby acknowledge and agree that any right granted to or action to be implemented by Redspher under this DPA will be performed by Redspher on behalf of Redspher’ customers.

**4. DATA PROCESSING - TERM**

- (1) The processing of Personal Data by Redspher is performed on behalf of the Shipper for the term of the General Conditions.
- (2) Such processing is such as strictly required for

the purposes detailed in Schedule 2.

- (3) Further details of the Personal Data and Data Subjects required for such purposes can also be found in Schedule 2.

**5. OBLIGATIONS OF THE CARRIER AS SUB-PROCESSOR**

- (1) Redspher shall in relation to Personal Data processed by Redspher on behalf of the Shipper as a Data Processor:

- (a) process the Personal Data only on documented instructions from the Shipper, including with regard to transfers of Personal Data to a third country or an international organization, unless required to do so by law to which Redspher is subject. In such a case, Redspher shall inform Shipper of that legal requirement before processing, unless that law prohibits such information on grounds of public interest. Shipper's instructions may be specific instructions or standing instructions of general application in relation to the performance of Redspher's obligations under the General Conditions;
- (b) ensure that persons authorized to process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
- (c) take all measures required pursuant to Article 32 of the GDPR and Clause 8 of this DPA with respect to the security of processing;
- (d) respect the conditions of the Data Protection Laws and Clause 7 of this DPA for engaging a sub-processor;
- (e) considering the nature of the processing, assist the Shipper by technical and organizational measures, insofar as this is possible, so as to enable Shipper to fulfil its obligation to respond to:
  - (i) any Data Subject Request, including but not limited to requests for access, rectification, erasure, opt-out and all similar requests, and will not respond to any such requests directly unless expressly authorized to do so by Shipper; or
  - (ii) any complaint relating to the

processing of Personal Data by Redspher.

Redspher will cooperate with Shipper with respect to any action taken relating to such request or complaint;

- (f) assist Shipper in ensuring compliance with the obligations under Data Protection Laws with respect to:
  - (i) security of processing;
  - (ii) notifications to the Supervisory Authority in response to any Personal Data Breach;
  - (iii) communications to Data Subjects by Shipper in response to any Personal Data Breach;
  - (iv) data protection impact assessments (PIA as such term is defined in Data Protection Laws);
  - (v) prior consultation with a Supervisory Authority regarding high risk processing;
- (g) at the Shipper's choice, delete or return to the Shipper, all the Personal Data:
  - (i) once processing by Redspher of any Personal Data is no longer required for the purpose of Redspher's performance of its relevant obligations under this DPA; or
  - (ii) on request by Shipper;and delete existing copies unless Data Protection Laws requires storage of the Personal Data and inform Shipper of such requirement. If the Shipper has requested neither the surrender nor the deletion of the Personal Data within the contract period, Redspher is authorized to delete the Shipper's Personal Data (i) in accordance with appropriate data retention schedule or (ii) upon expiry or termination of the General Conditions, whichever is the earliest;
- (h) make available to Shipper all documentation and information necessary to demonstrate compliance with the obligations laid down in this DPA and allow for and contribute to audits, including inspections, conducted by Shipper or another auditor mandated by

Shipper.

- (2) Redspher shall immediately notify Shipper if, in its opinion, an instruction infringes Data Protection Laws.

## 6. RECORDS, INFORMATION AND AUDIT

Redspher shall maintain, in accordance with Data Protection Laws binding on Redspher, written records of all categories of processing activities carried out on behalf of the Shipper.

Redspher shall comply with its obligations under Clause 5(1)(h) at the Shipper's costs and subject to the Shipper:

- a) giving Redspher reasonable prior notice of such information request, audit and/or inspection being required by the Shipper;
- b) ensuring that all information obtained or generated by the Shipper or its auditor(s) in connection with such information requests, inspections and audits is kept strictly confidential (save for disclosure to the Supervisory Authority or as otherwise required by Data Protection Laws); and
- c) ensuring that such audit or inspection is undertaken during normal business hours, with minimal disruption to Redspher's business, the Sub-Processors' business and the business of Shippers of Redspher,

and provided no more than one such audit or inspection is conducted during any 12-month period, unless required by a Supervisory Authority.

## 7. SUB-PROCESSORS

- (1) The performance of the Services in accordance with the General Conditions require the appointment of subprocessors. In such precise case, Shipper hereby grants to Redspher general authorization for further sub-processing to third parties, in order to support such performance, subject to the terms of the General Conditions and provided always that:
  - (a) obligations substantially no less protective of the Personal Data in question than those set out in this DPA shall be imposed on each further Sub-Processor by way of a contract or other legally binding agreement, in particular providing sufficient guarantees to implement appropriate technical and organizational measures in such a manner that the processing will meet the requirements of (i) this DPA; and (ii) the Data

Protection Laws. Where the further Sub-Processor fails to fulfil its data protection obligations, Redspher shall remain fully liable to Shipper for the performance of the further Sub-Processor's obligations, subject to the terms of the General Conditions.

- (2) Where the Shipper is located in the EEA and Redspher uses a further Sub-Processor in a non-adequate country and no alternative Appropriate Safeguards exist in relation to the further Sub-Processor, Carrier hereby gives Redspher an instruction and a mandate to sign the Standard Contractual Clauses with any non-EEA area based Sub-Processor, on behalf of Shipper.

## 8. TECHNICAL/ORGANIZATIONAL MEASURES

In relation to the processing of Personal Data, Redspher shall implement and maintain, at its cost and expense, a suitable information security program, considering the state of art, the costs of implementation and the nature, scope, context and purposes of processing the Personal Data as well as the risk (of varying likelihood and severity) for the rights and freedoms of Data Subjects. Such a program shall include technical and organizational measures no less stringent than those set out in Schedule 1.

## 9. DATA TRANSFERS

- (1) The Shipper acknowledges that the the performance of the Services in accordance with the General Conditions may require the transfer or processing of Personal Data in countries outside the EEA from time to time. If Redspher, or a further Sub-Processor appointed by Redspher, processes Personal Data in or from a country outside the EEA, the Standard Contractual Clauses will apply to such direct or indirect transfers of Personal Data.
- (2) On the basis of the mandate granted by the Shipper at Clause 7(2), in the event that a further Sub-Processor is based outside the EEA, Standard Contractual Clauses will apply as between the Sub-Processor and Redspher, acting on behalf of the Shipper.

## 10. SHIPPER' OBLIGATIONS

- (1) The Shipper will ensure that all Personal Data relating to Data Subjects disclosed or made available to Redspher will have been collected or made available in accordance with Data Protection Laws, including in respect of any required information, transparency and

consents.

- (2) The Shipper will further ensure that the collection, processing and use of such Personal Data by Redspher on behalf of the Shipper in accordance with this DPA will not result in any contravention of Data Protection Laws.
- (3) The Shipper shall document in writing additional instructions (if any) relating to the processing of Personal Data by Redspher that may complete those described in this DPA, as the case may be.
- (4) The Shipper warrants that:
  - a) all instructions given by the Shipper to Redspher in respect of Personal Data shall at all times be in accordance with Data Protection Laws;
  - b) the Shipper shall not unreasonably withhold, delay or condition its General Conditions to any change to this DPA requested by Redspher in order to ensure the performance of the General Conditions and Redspher (and each Sub-Processor) can comply with Data Protection Laws.

#### **11. REPORTING VIOLATIONS**

- (1) Redspher shall notify Shipper without undue delay after becoming aware of any Personal Data Breach and provide Shipper with all relevant documentation enabling Shipper, where necessary, to notify such Personal Data Breach to the Supervisory Authority.

#### **12. CONTRACT MANAGEMENT**

- (1) In the performance of the Services in accordance with the General Conditions, each party further processes Personal Data relating to directors, offices and other employees of the other party (in particular contact persons for invoicing or payment, members of operational and technical teams or staff of procurement or commercial departments). Information may include names as well as professional email and regular addresses or phone number, and is directly collected from the other party. Such Personal Data is necessary to the smooth running of the relations between the parties and is exclusively processed for contract management purposes. Notwithstanding the foregoing, the Shipper consents to Redspher's processing and use of such Personal Data to promote this business relationship, in particular to offer additional or complementary services which Redspher considers to be of interest to the Shipper. Each party, as Data Controller, shall

process such Personal Data only as strictly required for the purposes mentioned in paragraph (1) above and shall observe all provisions of the Data Protection Laws, and in particular implement appropriate technical and organizational measures to ensure protection of Personal Data against any event that may lead to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data.

#### **13. NOTICES**

All notices in respect of matters covered under this DPA shall be sent to the nominated contacts as set forth on the Purchase Order.

#### **14. GENERAL PROVISIONS**

- (1) Regarding the subject matter stated herein, this DPA, including the schedules attached hereto, constitutes the entire agreement between the parties, and supersedes all previous communications, representations, understandings, and agreements, either oral, electronic, or written.
- (2) In the event that the Standard Contractual Clauses apply to transfers, in case of any conflict between the general terms of this DPA and the Standard Contractual Clauses, the Standard Contractual Clauses shall prevail.
- (3) Changes and amendments to this DPA and all of its components require written agreement and an explicit statement that they represent a change or amendment to these conditions. The same applies to a waiver of this formal requirement.

#### **15. SCHEDULES**

Schedules to the Data Processing Terms:

- Schedule 1: Technical and organizational measures.
- Schedule 2: Nature of the processing, purpose, type of data and categories of data subjects.

\* \* \*

#### SCHEDULE 1 TO ANNEX 1

#### TECHNICAL/ORGANISATIONAL MEASURES

Minimum technical and organizational measures to be undertaken by Redspher for the security and protection

of Personal Data.

- i. Data protection governance: a documented framework which includes:
- ii. Assigning clear accountability for data protection governance.
- iii. A clear data protection policy.
- iv. Defined responsibilities for data protection (which are also communicated to all relevant staff).
- v. Staff awareness of the need to escalate any security incidents.
- vi. A data incident management process.

**1. Staff security:** reasonable steps to ensure the reliability of all staff who will have access to Personal Data (including but not limited to confidentiality commitments).

**2. Sub-Processors:** performance of adequate supplier due diligence (both pre- and post-contract), including entering into a written General Conditions with each Sub-Processor that imposes appropriate obligations on that Sub-Processor in respect of Personal Data.

**3. Asset Management:** maintaining an asset register of hardware and software, and ensuring third party software licensing requirements are met.

**4. Disposal of Redundant Equipment, Media and Data:** processes to ensure the secure and irretrievable deletion of data and/or destruction of redundant IT assets with certificates of destruction, and secure and irretrievable destruction of paper documents.

**5. Physical Security:** for locations at which Personal Data is stored and processed reasonable security is implemented such as:

- i. Use of a defined security perimeter, appropriate security barriers, security cameras and entry controls.
- ii. Maintenance physical security access logs.
- iii. Requirement for all staff required to wear visible photo identification.
- iv. Requirement for all visitors to wear a visible visitors' badge.
- v. Requirement for visitors to be escorted.

**6. Environmental Security:**

- i. Protection of equipment from power failures and other disruptions caused by

failures in supporting utilities, and fire detection and suppression systems in data centers that store Personal Data.

- ii. Protection of all backup and archival media containing Personal Data in secure, environmentally-controlled storage areas.
- iii. Logical segregation of Shipper Personal Data from any other customers' information.

**7. Access Controls:**

- i. Granting of access to Personal Data only to those staff who reasonably need it for the purposes of delivering the Services and in accordance with their role or function.
- ii. Timely removal of access to Personal Data when no longer required.
- iii. Access to Personal Data to be authenticated.
- iv. Daily logging of each action on Personal Data (e.g. input, disclosure, retrieval etc.).
- v. Effective password management including complexity requirements.

**8. Information Systems Security:**

- i. System Monitoring: logging of key events that may assist in the identification or investigation of data incidents.
- ii. Intrusion Detection: deployment of intrusion detection tools to identify potential attacks on the network.
- iii. Backups: daily backups of the system to enable data restoration. Backups must be encrypted if they are transferred or stored offsite.
- iv. Firewalls: routing all traffic networks owned or managed by a third party through a firewall that also ensures secure connections between internal and external systems.
- v. Wireless Access: authentication and encryption protocols for permitting access to information systems.
- vi. Malware Protection: processes to detect and protect against malware.

- vii. Security patches: timely implementation of security patches and other relevant security vulnerability updates, unless this introduces higher business risks.
- viii. Vulnerability management: process to regularly identify and remediate security vulnerabilities.
- ix. Change control: procedures to ensure that modifications to the production environment (e.g. application, operating system, and hardware level changes) protect the integrity, confidentiality, availability and resilience of information systems.
- x. Emergency changes: procedures for authorizing emergency access or introducing unscheduled changes to the production environment.
- xi. Periodic efficiency review: procedures for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing.

**9. Encryption:**

- i. Adoption of standards for encryption and secure hashes that mandate currently accepted encryption algorithms and key lengths.
- ii. Encryption of Personal Data transmitted over a public network.
- iii. Encryption of Personal Data on portable media and devices (including laptop computers, smartphones, tablet computers, portable disk drives, magnetic tapes, memory sticks, and CDs).

**10. Business continuity and disaster recovery:** implementation of business continuity and disaster recovery plans, which are exercised annually, and enable to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident.

\* \* \*

SCHEDULE 2 TO ANNEX 1

NATURE OF THE PROCESSING, PURPOSE, TYPE OF DATA AND CATEGORIES OF DATA SUBJECTS

**1. TYPES OF PERSONAL DATA**

The Personal Data comprises in relation to Data Subjects:

- Name/surname and professional postal address;
- Professional email address;
- Professional phone number (mobile or landline).

**2. DATA SUBJECTS**

- Users of the transport services (Shipper's employees) or senders of items/goods;
- Contact persons at Redspher;
- Recipients of carried Goods, i.e. persons of contact within the entity receiving the Good.

**3. NATURE AND PURPOSE OF THE PROCESSING**

Redspher processes Personal Data as strictly required for the purpose of operating the transport services.

The nature of processing operations may include collection, storage, retrieval, use, disclosure by transmission to Sub-Processors, erasure or destruction.

