Issue Date: 25 May 2018
Revision Date: As of 27 December 2022
Revision No: 2

THIS FRAMEWORK is made as of 25 May 2018 ("this Agreement")

BETWEEN:

(1) **Carrier (Data Processor/Data Controller)**; and

(2) **Merchant (Data Controller/Data Processor)**

(each a "**Party**" and together, the "**Parties**")

WHEREAS:

A. The Merchant appointed the Carrier pursuant to Contract to provide Services (as defined below) to the Merchant.

B. The Merchant and the Carrier agree to supplement and amend the terms of the Contract to address their mutual rights, duties and obligations arising as a result of the implementation of the Regulation (as defined below) and the Applicable Data Protection Laws (as defined below), to the extent applicable.

IT IS HEREBY AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 Unless otherwise stated, this Agreement adopts the same definitions and interpretation in the Contract. The capitalised terms in this Agreement shall have the meanings set out in **Schedule 1**.

1.2 References to this Agreement includes the Schedules. If there is any inconsistency between the Clauses and the Schedules to this Agreement, the Clauses shall take precedence.

2 AMENDMENT TO THE CONTRACT

2.1 This Agreement amends the Contract in accordance with the provisions thereof. All existing provisions of the Contract shall continue in full force and effect save as amended by this Agreement. The Contract and this Agreement shall be read and construed together and shall be deemed to constitute one and the same instrument.

3 DATA PROTECTION

3.1 As and from the Effective Date, the Contract shall be amended and supplemented by Clauses 3.2 to 3.11 below. To the extent relevant, applicable and/or necessary, this Agreement shall be deemed a data protection addendum between the Parties.

3.2 The Merchant authorises the Carrier to process Personal Data provided to the Carrier or which is made available to it for the purposes of providing Services to the Merchant pursuant to the Contract and for any other purposes set out in **Schedule 2**.

3.3 The Merchant shall be the "*Data Controller*" and the Carrier shall be a "*Data Processor*" for the purposes of the Regulation and/or the Applicable Data Protection Law. The Data Subjects, Categories of Personal Data, Processing Operations and Duration of Processing relevant to the provision of the Services are defined in **Schedule 2**.

3.4 The Merchant represents and warrants that it complies with the Regulation and any Applicable Data Protection Laws regarding the collection, use and all other security measures of the Personal Data, in particular:

(a) all of the Personal Data that the Merchant provides or makes available to the Carrier has been lawfully and validly obtained or processed by the Merchant, and can be lawfully disclosed to the Carrier for the provision of Services and any other agreed purposes. The Processing of such Personal Data will be relevant, fair, lawful and proportionate to the respective uses of the Merchant;

(b) all Data Subjects have been informed of the Carrier's Processing of their Personal Data for the agreed purposes and the Merchant can demonstrate a lawful basis for such Processing; and

(c) the Merchant has established a procedure for the exercise of the rights of individuals whose Personal Data are collected and are in its custody or under its control.

3.5 The Merchant agrees that the Carrier is permitted to, and instructs the Carrier to:

(a) Process all Personal Data that the Carrier collects from, or relating to, the Merchant in order to provide the Services under the Contract, including but not limited to transferring Personal Data to competent bodies, courts or regulatory authorities in order to provide the Services, comply with Applicable Data Protection Laws or comply with requests from such bodies, courts or authorities;

(b) disclose or transfer the Personal Data to its Affiliates, and any of its employees, agents, delegates, Sub-Processors, or competent authorities (including customs and tax authorities) and bodies in order to provide the Services or services ancillary thereto;

(c) Process the Personal Data to carry out actions or investigations that the Carrier considers appropriate to meet its obligations arising from applicable laws relating to fraud prevention, sanction, money laundering, terrorist, bribery, corruption, and the provision of other services to persons who may be subject to economic or trade sanctions (including disclosure to Sub-Processors);

(d) report regulatory related information to competent bodies or authorities in order to comply with its legal and regulatory obligations;

(e) retain the Personal Data for so long as it is required to provide the Services or perform investigations in relation to such, or otherwise required by Applicable Data Protection Law and/or justified under the relevant English or other statutory limitation periods (as applicable), whichever is the later; and

(f) Process, retrieve or track the Personal Data for the purpose of updating the Merchant's records for fees and billing, improving service, servicing the client relationship, developing, operating, maintaining and improving Carrier's services, products, websites, software and/or other business tools, conducting system testing, troubleshooting and to advise the Merchant of other products and services offered by the Carrier and/or its Affiliates.

3.6 Unless otherwise prevented by Applicable Data Protection Laws, the Carrier agrees that it will

(a) Process the Personal Data only on behalf of the Merchant and in compliance with the written instructions of the Merchant and this Agreement. If it is required by any applicable laws to

process or disclose Personal Data for purposes other than those agreed, it shall promptly inform the Merchant of that legal requirement before processing the Personal Data;

(b) as soon as practicable inform the Merchant if in the Carrier's opinion, and without any obligation to perform any legal assessment, an instruction given to it breaches the Regulation, Applicable Data Protection Law and/or any applicable laws;

(c) take appropriate technical and organisational measures against unauthorised or unlawful processing, accidental loss or destruction of, or damage to, the Personal Data, and ensure that all persons who have access to process Personal Data have committed themselves to appropriate obligations of confidentiality;

(d) provide reasonable assistance to the Merchant to enable it to comply with (i) the rights of Data Subjects; (ii) the security requirements; and (iii) any privacy assessment procedure or consultation, as required under the Regulation and/or Applicable Data Protection Law;

(e) inform the Merchant without delay of (i) any request for the disclosure of the Personal Data by a law enforcement authority; (ii) any incident which gives rise to a risk of unauthorised access, disclosure, loss, destruction, misuse or alternation of Personal Data; (iii) any notice, inquiry or investigation by a Supervisory Authority; and (iv) any complaint or request (in particular, requests for access to, rectification or blocking, erasure and destruction of Personal Data) received directly from the Data Subjects;

(f) notify the Merchant as soon as it becomes aware of a Reportable Breach and will provide the Merchant with reasonable assistance in responding to and mitigating it. Where the Reportable Breach is connected to the Carrier's Processing of the Personal Data, the Merchant shall provide the Carrier with a copy of the intended notification (if any) to be made by the Merchant to the affected Data Subjects and/or Supervisory Authority for the Carrier's prior written approval; and

(g) upon termination of the Contract, the Personal Data shall, at the Merchant's option, be destroyed or returned to the Merchant.

3.7 The Merchant acknowledges and agrees that the Carrier shall be permitted to perform any or all of its Personal Data processing obligations through its Affiliates, subcontractors, or continue to use sub-contractors engaged by the Carrier, provided that (i) the Carrier shall remain liable to the Merchant for such performance of its Personal Data processing obligations by any Affiliate or subcontractor; and (ii) all Affiliates or subcontractors engaged by the Carrier shall be bound by the terms of an agreement which contain the same or equivalent obligations with respect to Personal Data processing as are imposed on the Carrier under this Agreement.

3.8 The Merchant acknowledges and agrees that the Carrier may transfer the Personal Data to a country outside of the European Economic Area ("EEA") in accordance with the Standard Contractual Clauses or other available data transfer solutions under the Regulation and/or Applicable Data Protection Law. The Merchant hereby consents to such transfers and agrees to be bound by the Standard Contractual Clauses. The Merchant represents and warrants to the Carrier that disclosure of any transfer contemplated will be made in the Merchant's documentation.

3.8A Where Clause 3.8 is applicable, the Parties agree that the Standard Contractual Clauses shall be deemed incorporated into the Contract and this Framework as follows:

(a) to the extent that any transfer of Personal Data is protected by the Regulation and processed in accordance with Clause 3, the EU SCCs shall apply and be completed as follows:

(i) Module Two or Module Three will apply (as the case may be);

(ii) For Clause 7 thereof, the optional docking clause will apply;

(iii) For Clause 9(a) thereof, Option 2 will apply, and the time period for prior notice of Sub-Processor change is set out in Clause 4 hereof;

(iv) For Clause 11 thereof, the optional language will not apply;

(v) For Clause 17 thereof, Option 1 will apply, and the EU SCCs will be governed by Irish law;

(vi) For Clause 18(b) thereof, the courts shall be courts of Ireland;

(vii) Annex I thereof shall be deemed completed with the information set out in **Schedule 2** hereof; and

(viii) Annex II thereof shall be deemed completed with the information set out in **Schedule 4** hereof.

(b) to the extent that any transfer of Personal Data is protected by the UK Data Protection Law and processed in accordance with Clause 3, the UK SCCs shall apply and be completed as follows (for the purpose of this sub-paragraph (b), the definitions and references of the UK SCCs are adopted unless otherwise specified):

(i) For Table 1 of Part 1, where Clause 3 hereof is applicable, Merchant shall be the "Exporter" and Carrier shall be the "Importer";

(ii) For Table 2 and Table 3 of Part 1, the EU SCCs as modified pursuant to Clause 3.8A(a) above will apply mutatis mutandis;

(iv) For Table 4 of Part 1, the Importer may end the Addendum as set out in Section 19 of those Mandatory Clause; and

(v) For Part 2, Mandatory Clauses of the Approved Addendum, being the template Addendum B.1.0 issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as it is revised under Section 18 of those Mandatory Clauses.

3.9 The Merchant shall remain solely and fully liable for any damage which a Data Subject may suffer as a result of the Processing of their Personal Data which is under the Merchant's control and which does not result from a breach by the Carrier of its obligations under this Agreement and the Applicable Data Protection Law.

3.10 The Merchant acknowledges and agrees that the Carrier is reliant upon the Merchant as the Data Controller for lawful direction and documented instructions as to the extent to which the Carrier is entitled to process any Personal Data. The Merchant agrees that the Carrier will not be liable and it shall fully and effectively indemnify the Carrier for any claim brought by a Data Subject and/or any competent authority or body arising from any action or omission of the Carrier, to the extent that such action or omission resulted from the Merchant's instructions given to the Carrier.

3.11 Both Parties acknowledge and agree that, whether the Carrier or the Merchant has paid full compensation for damages suffered by a Data Subject, where joint liability has been determined in the course of any legal proceeding or other decision, the Party that paid the compensation in full to

the Data Subject is entitled to claim back from the other Party that portion of the compensation corresponding to the other Party's responsibility for the damage to the fullest extent that such indemnification is permitted by the Applicable Data Protection Law.

3A PERSONAL DATA OF THE CARRIER

3A.1 For Carrier's Personal Data (as defined below), the Contract shall be amended and supplemented by Clauses 3A.2 to 3A.6 as and from the Effective Date. To the extent relevant, applicable and/or necessary, this Agreement shall be deemed a data protection addendum between the Parties.

3A.2 The Carrier authorises the Merchant to process Carrier's Personal Data provided to the Merchant or which is made available to it for the purposes of the Carrier's provision of Services to the Merchant pursuant to the Contract and for any other purposes set out in **Schedule 3**.

3A.3 The Carrier shall be the "*Data Controller*" and the Merchant shall be a "*Data Processor*" for the purposes of the Regulation and/or the Applicable Data Protection Law. The Data Subjects, Categories of Carrier's Personal Data, Processing Operations and Duration of Processing relevant to the provision of the Services are defined in **Schedule 3**.

3A.4 Carrier represents and warrants that it complies with the Regulation and any Applicable Data Protection Laws regarding the collection, use and all other security measures of Carrier's Personal Data, in particular:

(a) all of Carrier's Personal Data that the Carrier provides or makes available to the Merchant has been lawfully and validly obtained or processed by Carrier, and can be lawfully disclosed to the Merchant for the Carrier's provision of Services to the Merchant and any other agreed purposes. The Processing of such Carrier's Personal Data will be relevant, fair, lawful and proportionate to the respective uses of the Carrier;

(b) all Data Subjects have been informed of the Merchant's Processing of their Personal Data for the agreed purposes and the Carrier can demonstrate a lawful basis for such Processing; and

(c) The Carrier has established a procedure for the exercise of the rights of individuals whose Carrier's Personal Data are collected and are in its custody or under its control.

3A.5 The Carrier agrees that the Merchant is permitted to, and instructs the Merchant to Process all Carrier's Personal Data that the Merchant collects from, or relating to, the Carrier for the Carrier's provision of Services to the Merchant under the Contract.

3A.6 Unless otherwise prevented by Applicable Data Protection Laws, the Merchant agrees that it will

(a) Process Carrier's Personal Data only on behalf of the Carrier and in compliance with the written instructions of the Carrier and this Agreement. If it is required by any applicable laws to process or disclose Carrier's Personal Data for purposes other than those agreed, it shall promptly inform the Carrier of that legal requirement before processing the Carrier's Personal Data;

(b) as soon as practicable inform the Carrier if in the Merchant's opinion, and without any obligation to perform any legal assessment, an instruction given to it breaches the Regulation, Applicable Data Protection Law and/or any applicable laws;

(c) take appropriate technical and organisational measures against unauthorised or unlawful processing, accidental loss or destruction of, or damage to, Carrier's Personal Data, and ensure

that all persons who have access to process Carrier's Personal Data have committed themselves to appropriate obligations of confidentiality;

(d) provide reasonable assistance to the Carrier to enable it to comply with (i) the rights of Data Subjects; (ii) the security requirements; and (iii) any privacy assessment procedure or consultation, as required under the Regulation and/or Applicable Data Protection Law;

(e) inform the Carrier without delay of (i) any request for the disclosure of Carrier's Personal Data by a law enforcement authority; (ii) any incident which gives rise to a risk of unauthorised access, disclosure, loss, destruction, misuse or alternation of Carrier's Personal Data; (iii) any notice, inquiry or investigation by a Supervisory Authority; and (iv) any complaint or request (in particular, requests for access to, rectification or blocking, erasure and destruction of Carrier's Personal Data) received directly from the Data Subjects;

(f) notify the Carrier as soon as it becomes aware of a Reportable Breach and will provide the Carrier with reasonable assistance in responding to and mitigating it. Where the Reportable Breach is connected to the Merchant's Processing of the Carrier's Personal Data, the Carrier shall provide the Merchant with a copy of the intended notification (if any) to be made by the Carrier to the affected Data Subjects and/or Supervisory Authority for the Merchant's prior written approval; and

(g) upon termination of the Contract, Carrier's Personal Data shall, at the Carrier's option, be destroyed or returned to Carrier.

3A.7 To the extent relevant, applicable and necessary, in the event the Merchant transfers any Carrier's Personal Data to a country outside of the EEA, such transfer shall be in accordance with the Standard Contractual Clauses or other available data transfer solutions under the Regulation and/or Applicable Data Protection Law, and Clause 3.8A above and the terms of this Agreement will apply mutatis mutandis.

4 SUB-PROCESSOR

4.1 Pursuant to Clause 3.8A(a)(iii) hereof, the Merchant acknowledges and expressly agrees the Carrier may engage new Sub-Processors as described in this Clause 4. The Carrier makes available to the Merchant the current list of Sub-Processors used by the Carrier to process Personal Data listed at **Schedule 5**, as may be updated from time to time.

4.2 The Carrier will provide the Merchant an up-to-date list of the Sub-Processors it has engaged upon receiving written request from the Merchant; and notify the Merchant for any new Sub-Processors within 7 days (or such timeframe otherwise mutually agreed) prior to such new Sub-Processor(s) to process the Personal Data.

4.3 If the Merchant has a reasonable basis to object to the Carrier's use of new Sub-Processors, the Merchant shall notify the Carrier promptly in writing within 14 days after receiving the new list of Sub-Processors. The Parties will seek a commercially reasonable resolution in good faith and if the Parties are unable to reach a resolution, the Merchant may terminate the portion of any Contract relating to the Services that cannot be reasonably provided without the use of such new Sub-Processor(s) the Merchant objects to.

5 INFORMATION AND AUDITS

5.1 Subject to Clauses 5.2 and 5.4, the Carrier shall make available to the Merchant upon request all reasonable information necessary to demonstrate its compliance with this Agreement and shall

allow for and contribute to audits and inspections conducted by the Merchant (or the relevant controller(s)) or another auditor specified by the Merchant.

5.2 The Merchant shall ensure that all requests for information or to exercise a right of audit or inspection under Clause 5.1 are reasonable and are provided to Carrier in writing with no fewer than 60 days' notice. Any such audit or inspection shall be strictly limited to auditing the Carrier's compliance with this Agreement and shall be undertaken at the Merchant's sole expense, during working hours and subject to any reasonable conditions the Carrier may impose to prevent disruption to Carrier's operations and business. The Merchant shall ensure that a written report is produced with the findings of any audit or inspection and that a copy of this report is promptly provided to the Carrier. Any information obtained or received shall only be used or disclosed to the extent strictly necessary to assess the Carrier's compliance with this Agreement and not for any other purpose.

5.3 The Carrier shall immediately inform the Merchant if, in its opinion, an instruction from the Merchant with regard to Clause 5.1 infringes Applicable Data Protection Laws.

5.4 The Merchant shall reimburse the Carrier promptly on demand for any and all reasonable expenses the Carrier may incur in connection with any request for information or any audit or inspections under Clauses 5.1 to 5.3. The indemnity in Clauses 3.9 to 3.10 shall apply in respect of any breach by the Merchant (or the Merchant's personnel or auditors) of the conditions in Clause 5.2.

6. RETURN OR DELETION OF PERSONAL DATA

6.1 Following the termination of the Agreement, Carrier shall either return to Merchant the Personal Data or delete the Personal Data, unless such Personal Data is required to be retained under Applicable Data Protection Laws. Some Personal Data may remain in system backups until the expiry of those backups.

7. PRECEDENCE

7.1 In the event of any conflict and/or inconsistency between any Data Protection Provisions contained in the Contract (if any) and the data protection provisions contained in this Agreement, the provisions on data protection only in this Agreement shall prevail.

8 COUNTERPARTS

8.1 This Agreement may be executed in any number of counterparts and by the different Parties hereto on separate counterparts each of which when executed and delivered shall constitute an original and all such counterparts together constituting but one and the same instrument.

9 VARIATION

9.1 No provisions of this Agreement may be amended, changed, waived, discharged or terminated except in writing signed by each of the Parties, except that Carrier may, for the purpose of compliance with Applicable Data Protection Law(s), in its sole discretion update, revise and/or amend this Agreement from time to time by updating the link to this Agreement as referenced in the Contract.

9.2 If any of the provisions of this Agreement is found by an arbitrator, court or other competent authority to be void, illegal or unenforceable, this will not affect the remaining provisions of this

Agreement. The Parties shall negotiate in good faith in order to replace this void, illegal or unenforceable provision with such a valid, legal or enforceable provision which the parties would have agreed upon if they have been aware of the void, illegal or unenforceable provision. The same procedure to apply in case of a contractual gap.

10 GOVERNING LAW AND JURISDICTION

10.1 This Agreement (including any non-contractual obligations arising out of or in connection with the same) shall be governed by and construed, and any and all claims, suits, proceedings or disputes howsoever arising in connection with this Agreement or the rights and obligations in the Contract shall be determined in accordance with the Carrier's Bill of Lading.

10.2 The provisions of this Clause 10 shall continue to apply notwithstanding the termination of this Agreement.

11 INCONSISTENT DATA PROTECTION LAWS

11.1 There may be circumstances in which Applicable Data Protection Laws in different jurisdictions conflict or are inconsistent or incompatible or in which complying with a lawful request from a governmental authority in one jurisdiction may breach Applicable Data Protection Laws in another jurisdiction, in connection with the processing of Personal Data in the use of Services (inconsistent data protection laws).

11.2 If Merchant becomes aware of any problem of inconsistent data protection laws Merchant shall cease to use the Services and notify Carrier of the problem. Carrier shall take into consideration the necessity to comply with the Applicable Data Protection Laws to the extent practicable and liaise with relevant supervisory authorities and/or other relevant governmental authorities to identify practical and constructive solution. Nonetheless, to the extent that no practical solution to the problem of inconsistent data protection laws can be found, Carrier may elect to withdraw some or all Services from one or more of the jurisdictions from which the inconsistent data protection laws arise.

12 DATA PROTECTION CONTACT

12.1 Carrier can be contacted in respect of any privacy and data protection matters at:

Corporate Customer Service Department
Orient Overseas Container Line Ltd.
Address: 31st Floor, Harbour Centre,
25 Harbour Road, Wanchai,
Hong Kong
Telephone: (852) 2833 3888
Email: support@oocl.com

SCHEDULE 1

"Contract" means the contract of carriage entered into or will be entered into pursuant to which the Carrier provides the Services (as defined below) to the Merchant, and including all schedules and appendices thereto (as may be amended from time to time);

"Affiliate" means any subsidiary or holding company of the Carrier or the Merchant, as the case may be, and any subsidiary of such holding company and for these purposes the terms "**subsidiary**" and "**holding company**" are defined as follows:

(i) a company is a "**subsidiary**" of another company only if—

(a) it is controlled by—

i. that other company; or

ii. that other company and one or more companies each of which is controlled by that other company; or

iii. two or more companies each of which is controlled by that other company; or

(b) it is a subsidiary of a subsidiary of that other company.

(ii) a company is the "**holding company**" of another only if that other company is its subsidiary.

"Applicable Data Protection Law(s)" means

(i) for the purposes of English law, all applicable national laws, regulations and other legal requirements relating to (a) privacy, data security, consumer protection, marketing, promotion and text messaging, email and other communications; and (b) the use, collection, retention, storage, security, disclosure, transfer, disposal, and other processing of any Personal Information, in which the Carrier or its Affiliate is subject to or which are otherwise applicable;

(ii) for the purposes of European Union law, the Data Protection Acts 1988 and 2003 (as amended), the European Communities (Electronic Communications Networks and Services) (Privacy and Electronic Communications Regulations 2011 and the Regulation (as defined below) (as amended or replaced from time to time), and any other EU regulations, directives, guidance, directions, determinations, codes of practice, circulars, orders, notices or demands issued by any Supervisory Authority in which the Carrier or its Affiliate is subject to; and

(iii) any applicable national, international, regional, municipal or other data privacy authority or other data protection laws or regulations in any other territory in which the Carrier or its Affiliate is subject to or which are otherwise applicable.

"Data Controller" has the meaning assigned to it in the Regulation and/or any Applicable Data Protection Law and defined in **Schedule 2** and **Schedule 3** (as the case may be) and shall collectively refer to:

(i) The Merchant who provides the Personal Data to the Carrier for processing pursuant to the Contract;

(ii) The Carrier who provides the Carrier's Personal Data to the Merchant for processing pursuant to the Contract.

For avoidance of doubt, the Merchant and the Carrier when acting as Data Controller has the same meaning assigned to it as Data Controller under the Regulation and/or any Applicable Date Protection Law.

"Data Processor" has the meaning assigned to it in the Regulation and/or any Applicable Data Protection Law and as defined in **Schedule 2** and **Schedule 3** (as the case may be) and shall include:

(i) The Carrier who processes Personal Data on behalf of the Merchant pursuant to the Contract; and

(ii) The Merchant who processes Carrier's Personal Data pursuant to the Contract.

"Data Protection Provisions" mean any and all provisions in the Contract relating to the Parties' rights, duties and obligations under any Applicable Data Protection Law;

"Data Subjects" means the identified or identifiable natural person to whom the Personal Data relates and includes the categories of data subjects listed in the **Schedule 2** and **Schedule 3**;

"Effective Date" means the date on which the Regulation become applicable to the Services;

"Personal Data"/"Personal Information" has the meaning assigned to it in Applicable Data Protection Laws and includes (i) the categories of Personal Data provided by the Merchant to the Carrier for the purpose of providing service under the Contract to the Merchant and processed (as defined below) by the Parties under the Contract, as set out in the **Schedule 2**; and (ii) the categories of Carrier's Personal Data provided by the Carrier to the Merchant for the purpose of the Carrier's provision of service under the Contract to the Merchant and processed by the Parties under this Contract as set out in **Schedule 3**. For the avoidance of doubt, Personal Data means any information about an identified or identifiable individual who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that individual, including Sensitive Personal Data and further includes:

(a) the categories of Personal Data set out in **Schedule 2** and **Schedule 3** (as the case may be); and

(b) Personal Data collected as part of the monitoring and recording of calls and electronic communications by the Carrier.

"Processing (and its derivatives)" means carrying out any operation on Personal Data, including collecting, obtaining, recording, holding, storing, organising, adapting, structuring, altering, retrieving, transferring, consulting, using, disclosing, disseminating or otherwise making available, aligning, combining, restricting, blocking, erasing or destroying it.

"Regulation" means the General Data Protection Regulation (Regulation (EU) 2016/679 of the European Parliament and of the Council of the 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) as and when it becomes applicable to the Services on and from 25 May 2018;

"Reportable Breach" means (i) any breach of security leading to the loss or unlawful destruction or unauthorised disclosure of or access to Personal Information which is likely to adversely affect

a Data Subject; and/or (ii) the unauthorised or unlawful Processing, and/or any accidental or unlawful destruction of, loss of, alteration to, or corruption to Personal Data;

"Sensitive Personal Data" means any Personal Data relating to an individual's place of origin, race, colour, national or ethnic origin, sex, sexual orientation, sexual life, marital status, physical or mental disability, physical or mental health, family status, religious beliefs, political opinions, trade union membership, biometric information or genetic information;

"Services" have either (a) the same meaning as the term "Services" set out in the Contract, or (b) in the event that the Contract does not contain any such defined term, the services that the Carrier has agreed to perform pursuant to the terms of OOCL Bills of Lading;

"Standard Contractual Clauses" means (i) the standard contractual clauses annexed to the European Commission's Implementing Decision 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 pf the European Parliament and of the Council (**"EU SCCs"**); or (ii) the applicable standard data protection clauses issued by the Information Commissioner of the United Kingdom under section 119A(1) of Data Protection Act 2018 as per the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses as of 21 March 2022 (**"UK SCCs"**), as the case may be, and as may be amended or replaced from time to time by a competent authority under the relevant Applicable Data Protection Law(s), to the extent that they relate to an international transfer of Personal Data;

"Sub-Processor" means a third party engaged by the Data Processor or by any Sub-Processor of the Data Processor who is not a Party to this Agreement and who agrees to receive from the Data Processor or from any other Sub-Processor of the Data Processor, Personal Data exclusively for processing activities to be carried out on behalf of the Data Controller;

"Supervisory Authority" means an authority established in accordance with Article 51 of the Regulation or any other equivalent authority established under the Applicable Data Protection Law, the Minister responsible for information and communication technologies policy and innovation or any other authority or official appointed and/or delegated with responsibility for the oversight or enforcement of the Applicable Data Protection Law;

"Carrier's Personal Data" means the personal data provided by the Carrier to the Merchant for the purpose of the Carrier's provision of Services under the Contract to the Merchant including the categories of Carrier's Personal Data set out in **Schedule 3**; and

"UK Data Protection Law" means all laws relating to data protection, the processing of personal data, privacy and/or electronic communications in force from time to time in the United Kingdom including the Data Protection Act 2018 and the Regulation as saved into the law of the United Kingdom by virtue of Section 3 of the United Kingdom's European Unition (Withdrawal) Act 2018.

SCHEDULE 2

This Schedule describes the categories of Personal Data, Data Subjects and the Processing operations to be carried out by the Carrier as the Data Processor.

Data exporter(s):

Name: Merchant (as provided in the Contract)

Address: As provided for in the Contract

Contact person's name, position and contact details: As provided for in the Contract

Activities relevant to the data transferred under these Clauses: See Section 4 below

Signature and date: Please refer to the Contract

Role (controller/processor): Data Controller

Data importer(s):

Name: Carrier (as provided in the Contract)

Address: As provided for in the Contract

Contact person's name, position and contact details: As provided for in the Contract

Activities relevant to the data transferred under these Clauses: See Section 4 below

Signature and date: Please refer to the Contract

Role (controller/processor): Data Processor

1. Data Subjects

The Personal Data to be Processed by the Carrier concerns but are not limited to the following categories of Data Subjects:

(1) the Merchant, including shippers, consignors, endorsees, transferees, holders of Bills of Lading, consignees, receivers of the goods and any person or entity owning or entitled to the possession of the goods under the Bills of Lading, and anyone acting on behalf of any such persons; and
(2) all employees, representatives, contractors and agents of the Merchant.

2. Categories of Personal Data

The Personal Data to be Processed by the Carrier includes but are not limited to:

(1) Name or user ID
(2) Business Card
(3) Number of identity card, passport or other personal identification documents
(4) Department
(5) Role/Job title
(6) Contact number (home, mobile or fax)
(7) Mail address
(8) Signature
(9) Email (office or private)
(10) Address
(11) Source of Funds
(12) Identity details of instant messaging or social networking applications
(13) Social media profile

3. Categories of Sensitive Personal Data

The Categories of Sensitive Personal Data are:

(1) Sex
(2) Age
(3) Date of Birth
(4) Images of identity cards, passports or other personal identification documents
(5) Bank account number
(6) Nationality
(7) Legal domicile
(8) Place of birth
(9) Photograph
(10) Sanction screening and adverse media searches

Sensitive Personal Data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures as set out in **Schedule 4**.

4. Nature and Purposes of Processing Operations

The Personal Data will be Processed for purposes including, but not limited to:

(1) Performance of the Contract
(2) Payment requests and settlement
(3) Communications
(4) Conducting Sanction, Anti-Money Laundering checks and other legal/regulatory obligations related to client processing
(5) Software development
(6) Business development
(7) Relationship improvement and development
(8) Service improvement and development
(9) System testing and troubleshooting
(10) Marketing
(11) Insurance and Claims
(12) Audit and compliance activities related to the above

The frequency of the transfer: Continuous

5. Duration

Personal Data may be processed by the Carrier for the duration during which it is to provide Services pursuant to the Contract or perform investigations in relation to such, unless otherwise required by applicable laws and/or justified under applicable statutory limitation periods, whichever is the later.

6. Competent Supervisory Authority

The competent supervisory authority(ies), in accordance with Clause 13 of the EU SCCs, refers to:

(i) The supervisory authority applicable to the data exporter in its EEA country of establishment;

(ii) Where the data exporter is not established in the EEA, the supervisory authority applicable in the EEA country where the data exporter's EU representative has been appointed pursuant to Article 27(1) of the Regulation;

(iii) Where the data exporter is not obliged to appoint a representative, the supervisory authority applicable to the EEA country where the data subjects relevant to the transfer are located; or

(iv) Where the processing of Personal Data to which UK Data Protection Law applies, the Information Commissioners Office.

SCHEDULE 3

This Schedule describes the categories of Carrier's Personal Data, Data Subjects and the Processing operations to be carried out by the Merchant as the Data Processor.

1. Data Subjects

The Carrier's Personal Data (that are subject to the GDPR) to be processed by the Merchant concerns but are not limited to:

(1) The Carrier's prospective candidates, existing employees and former employees.

(2) All directors, officers, representatives and Affiliates of the Carrier.

2. Categories of Personal Data

The Personal Data (that are subject to the GDPR) to be processed by the Merchant includes but are not limited to:

(1) Name or User ID
(2) Business card
(3) Number of identity card, passport or other personal identification documents
(4) Department
(5) Role/Job Title
(6) Contact number (home and mobile)
(7) Mail address
(8) Signature
(9) Email (office or private)
(10) Identity details of instant messaging or social networking applications
(11) Social media profile
(12) Education and professional qualification
(13) Membership of professional bodies

3. Categories of Sensitive Personal Data

The Categories of Sensitive Personal Data are:

(1) Sex
(2) Age
(3) Date of birth
(4) Place of birth
(5) Images of identity cards, passports or other personal identification documents of the Data Subjects
(6) Nationality or racial and ethnic origin
(7) Legal domicile and citizenship
(8) Photograph

4. Processing Operations

The Carrier's Personal Data will be processed for purposes including, but not limited to:

(1) Performance of the Contract
(2) Payment requests and settlement
(3) Communications
(4) Conducting Sanction, Anti-Money Laundering checks and other legal/regulatory obligations
(5) Business development
(6) Relationship improvement and development
(7) Marketing

5. Duration

Carrier's Personal Data may be processed by the Merchant for the duration during which the Carrier is to provide Services pursuant to the Contract or perform investigations in relation to such, unless otherwise required by applicable laws and/or justified under applicable statutory limitation periods, whichever is the later.

SCHEDULE 4

Description of the technical and organisational measures implemented by the data importer(s) (including any relevant certifications) to ensure an appropriate level of security, taking into account the nature, scope, context and purpose of the processing, and the risks for the rights and freedoms of natural persons.

	Measures	**Description**
1.	Measures of pseudonymisation and encryption of personal data	Data Protection Policy is in place. Multi-layered security protection in network, system, application, data and physical location to provide protection to Personal Data.
2.	Measures for ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and services	Multi-layered security protection in network, system, application, data and physical location to provide protection to Personal Data. High-availability system design, regular data backup and recovery testing, and disaster recovery plan are in place.
3.	Measures for ensuring the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident	High-availability system design, regular data backup and recovery testing, and disaster recovery plan are in place.
4.	Processes for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures in order to ensure the security of the processing	Regular vulnerability assessment and penetration testing are arranged.
5.	Measures for user identification and authorisation	Strong password policy and Multi-Factor Authentication (MFA) are adopted.
6.	Measures for the protection of data during transmission	Data-in-Transit are encrypted.
7.	Measures for the protection of data during storage	Access control and data encryption are adopted to protect Personal Data.
8.	Measures for ensuring physical security of locations at which personal data are processed	Physical security perimeter and entry controls protect Personal Data from unauthorized access, damage and interference.
9.	Measures for ensuring events logging	Event logging, monitoring and audit trails are enabled with regular review.
10.	Measures for ensuring system configuration, including default configuration	System configuration is standardized with security best practices. Regular vulnerability assessment and penetration testing are arranged.

11.	Measures for internal IT and IT security governance and management	ISO 27001 certification compliance on information security management system. Cybersecurity Management Framework is adopted which governs the security management, protection, threat detection, incident response and cyberattack recovery plan.
12.	Measures for certification/assurance of processes and products	ISO 27001 certification compliance on information security management system.
13.	Measures for ensuring data minimisation	Data Protection Policy is in place. Multi-layered security protection in network, system, application, data and physical location to provide protection to Personal Data.
14.	Measures for ensuring data quality	Data Protection Policy is in place. Multi-layered security protection in network, system, application, data and physical location to provide protection to Personal Data.
15.	Measures for ensuring limited data retention	Personal Data are processed only for the duration during which provision of services pursuant to the relevant contract or perform investigations in relation to such, unless otherwise required by applicable laws and/or justified under applicable statutory limitation periods, whichever is the later.
16.	Measures for ensuring accountability	Data Protection Policy, logging and monitoring are in place.
17.	Measures for allowing data portability and ensuring erasure	Personal Data are processed only for the duration during which provision of services pursuant to the relevant contract or perform investigations in relation to such, unless otherwise required by applicable laws and/or justified under applicable statutory limitation periods, whichever is the later. All data on the hard drives are erased before hardware disposal.

SCHEDULE 5

Carrier's Sub-Processors include a wide range of vendors/ service providers/ agents/ stakeholders involved in international supply chain and transportation for the performance of the Contract and/or related operational and administration work. Some of the Sub-Processors are listed below:

Principal Registrar	MUFG Fund Services (Bermuda) Limited 4th Floor North, Cedar House 41 Cedar Avenue Hamilton HM 12 Bermuda
Branch Registrar	Computershare Hong Kong Investor Services Limited Shops 1712-1716, 17th Floor Hopewell Centre 183 Queen's Road East, Wanchai Hong Kong, China
Listing Exchange	The Stock Exchange of Hong Kong Limited
Major Banks	Australia and New Zealand Banking Group Limited Bank of America, National Association Bank of China (Hong Kong) Limited Bank of Communications Co., Ltd. China Construction Bank Corporation China Everbright Bank Co., Ltd. Citibank, N.A. DBS Bank Ltd. HSBC Holdings plc Industrial and Commercial Bank of China (Asia) Limited ING Bank N.V. JPMorgan Chase Bank, N.A. MUFG Bank, Ltd. Oversea-Chinese Banking Corporation Limited Shanghai Pudong Development Bank Co., Ltd. Société Générale Standard Chartered Bank (Hong Kong) Limited Sumitomo Mitsui Trust Bank, Limited
Solicitors	Conyers Dill & Pearman Clarendon House 2 Church Street Hamilton HM 11 Bermuda; and 29th Floor, One Exchange Square 8 Connaught Place Central Hong Kong, China Ince & Co Suites 4404-10, 44th Floor One Island East 18 Westlands Road, Taikoo Place Hong Kong, China Slaughter and May 47th Floor, Jardine House 1 Connaught Place, Central Hong Kong, China
Auditors	PricewaterhouseCoopers 22nd Floor Prince's Building Central Hong Kong, China