

## Data Privacy Schedule

1. For the purposes of this specific Schedule, the following definitions apply:
  - a. **“Applicable Data Protection Laws”** means, (i) in EU Member States, Regulation (EU) 2016/679 of the European Parliament and of the Council, of 27 April 2016 (the General Data Protection Regulation) and complementary national data protection laws, including any guidance and / or codes of practice issued by the relevant Supervisory Authorities within the EU; (ii) in non-EU countries, any applicable data protection laws regarding the safeguarding and lawful processing of Personal Data;
  - b. **“Personal Data”** means any information relating to an identified or identifiable natural person; an identifiable natural person is one 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 natural person. For the avoidance of doubt, **Personal Data** has the meaning as set forth in the Applicable Data Protection Laws;
  - c. **“Processing”** (as well as **“Process”**, **“Processed”** and other variations) means any operation, or set of operations, which is performed on Personal Data, or on sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction;
  - d. **“Data Controller”** means, in general, the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data;
  - e. **“Data Subject”** means any identified or identifiable natural person whose Personal Data is included within the Consignee Data shared with Aramex;
  - f. **“Data Processor”** means, in general, a natural or legal person, public authority, agency or other body which Processes Personal Data on behalf of a Data Controller;
  - g. **“Standard Contractual Clauses”** means the standard contractual clauses approved by the European Commission under Decision 2004/915/EC of 27 December 2004, amending Decision 2001/497/EC as regards the introduction of an alternative set of standard contractual clauses for the transfer of personal data to third countries (available [here](#)).
2. The Parties hereby acknowledge that they are adequately informed as to the Applicable Data Protection Laws currently in force, regarding the Processing of Personal Data which may be inherent to the performance of this Agreement, and hereby declare that all such Processing of Personal Data will be carried out in accordance with that legislation.
3. Each Party will have access to Personal Data on signatories, representatives and contact persons of the other Party, as necessary to ensure the correct execution, performance and management of the Agreement. Each Party will act as an independent Data Controllers regarding such Personal Data, and will therefore be solely responsible for compliance with its own legal obligations around Processing of such Personal Data.
4. In order to allow the Services to be provided, Customer will share Personal Data related to its own customers (**“Consignee Data”**) with Aramex. The following terms apply to the Processing of Consignee Data in connection with the provision of Services under this Agreement:
  - a. **Data Protection Roles.** Each Party will act as an independent Data Controller regarding the use of Consignee Data under this Agreement.

- b. **Lawfulness.** Customer warrants and represents that it has identified an appropriate legal basis, under the Applicable Data Protection Laws, for the collection of Consignee Data, as well as for the sharing of Consignee Data with Aramex in order to allow the Services to be provided, and that it has taken all steps required under the Applicable Data Protection Laws to ensure that the legal basis identified can be leveraged for these purposes. Customer must disclose the identified legal basis to Aramex, and describe the steps taken to ensure that it can be leveraged lawfully. Aramex agrees to provide any support reasonably necessary to allow Customer to comply with the above.
- c. **Transparency.** Customer warrants and represents that it has adequately informed the Data Subjects that their Personal Data would be shared with Aramex, as required by the Applicable Data Protection Laws, prior to sharing Consignee Data with Aramex. Additionally, Customer will make Aramex's privacy policy (<https://www.aramex.com/en/privacy-policy>) available to its own customers.
- d. **Purpose Limitation.** The Parties acknowledge that Aramex shall be solely responsible for any further Processing of Consignee Data which is not strictly necessary for the provision of the Services under this Agreement.
- e. **Data Minimisation.** Customer warrants and represents that it will not share any Consignee Data with Aramex which is not strictly necessary in order to allow the Services to be provided lawfully, as required by the different laws which may apply to the provision of the Services (including, but not limited to, the Applicable Data Protection Laws). Customer acknowledges that Aramex may require Customer to share additional categories of Consignee Data than those initially shared by Customer, or may otherwise independently collect additional categories of Consignee Data from the relevant individuals, where this is strictly necessary to allow the Services to be provided lawfully in a given territory.
- f. **Accuracy.** Customer warrants and represents that it has implemented effective technical and organisational measures to ensure that the Consignee Data which is shared with Aramex under this Agreement is accurate and up-to-date, and that, to the best of its knowledge, all such Consignee Data shared with Aramex is accurate and up to date as of the date on which they are shared. Customer will promptly notify Aramex of, and keep Aramex updated on, any rectifications made to the Consignee Data after such has been shared with Aramex. Without prejudice to the above, Customer acknowledges that Aramex may take steps to verify that Consignee Data received and used is accurate and up to date (e.g., by interacting directly with the relevant individuals), as necessary to ensure the correct performance of the Services.
- g. **Storage Limitation.** Each Party is solely responsible for ensuring its own compliance with applicable obligations on the retention of Consignee Data. In particular, Aramex will be solely responsible for ensuring that Consignee Data received is not Processed for any longer than necessary to meet the purposes for which it was shared, or any other purposes for which Aramex may lawfully further Process Consignee Data.
- h. **Security.** Each Party is solely responsible for ensuring compliance with its own applicable obligations on Consignee Data security. The Parties will coordinate to ensure that any sharing of Consignee Data carried out for the performance of the Services is done through secure channels.
- i. **Accountability.** Each Party is solely responsible for ensuring compliance with its own applicable obligations on accountability around the use of Consignee Data. Each Party agrees to provide reasonable assistance to the other Party as needed to ensure that such obligations can be complied with, in particular by sharing information on their own

practices around the use of Personal Data (excluding any confidential or business-sensitive information).

- j. **Data Subject Rights.** Each Party is solely responsible for addressing any requests or communications received from Data Subjects for the exercise of their rights related to use of Consignee Data under the Applicable Data Protection Laws. Each Party will promptly notify the other Party of any such requests or communications received which involve the other Party, and collaborate in good faith in order to ensure that such requests or communications are addressed in a timely and proper manner.
- k. **Data Processors.** Each Party is solely responsible, as an independent Data Controller, for complying with the Applicable Data Protection Laws on the engagement of Data Processors to handle Consignee Data on their behalf.
- l. **Personal Data Breaches.** Each Party is solely responsible for addressing any security incidents it suffers which affect Consignee Data stored or otherwise used by that Party, including prevention, detection, assessment, remediation and notification (to supervisory authorities and/or individuals) of such incidents.
- m. **Cross-Border Transfers of Personal Data.** Where necessary, under the Applicable Data Protection Laws, to ensure the lawfulness of the sharing of Consignee Data from Customer to Aramex, Customer and Aramex agree to comply with the Standard Contractual Clauses (as approved by the European Commission in [Decision 2004/915/EC, of 27 December 2004](#)). For these purposes:
  - i. With reference to Clause II(h) of the Standard Contractual Clauses, Aramex, as data importer, will be bound by **Option iii** (i.e., the data processing principles set forth in Annex A of the Standard Contractual Clauses);
  - ii. With reference to Annex B of the Standard Contractual Clauses, the following details apply:
    - 1. **Data subjects.** The personal data transferred concern the following categories of data subjects: *Individual consignees and/or shippers for shipments to be performed on behalf of the Customer.*
    - 2. **Purposes of the transfer(s).** The transfer is made for the following purposes: *To allow for the lawful provision of the Services, under the Agreement.*
    - 3. **Categories of data.** The personal data transferred concern the following categories of data: *Name, contact details, mailing/delivery address, contents of shipments, additional data required for shipment clearance as per local regulations, or otherwise to lawfully provide the Services (e.g., national ID number / document copies).*
    - 4. **Recipients.** The personal data transferred may be disclosed only to the following recipients or categories of recipients: *Other Aramex Group affiliates or external subcontractors (as necessary to manage the provision of the Services and ensure the cross-border delivery of Services), screening providers and competent public authorities or bodies (where required to lawfully provide the Services).*
    - 5. **Sensitive data** (if appropriate). The personal data transferred concern the following categories of sensitive data: *As a rule, sensitive data will not be handled in connection with the provision of the Services.*
    - 6. **Additional useful information** (storage limits and other relevant information). *As laid down in the Agreement, Aramex will be solely*

*responsible for ensuring that Consignee Data received is not processed for any longer than necessary to meet the purposes for which it was transferred, or any other purposes for which Aramex may lawfully further process Consignee Data.*

7. **Contact points for data protection enquiries.** *See the contact points defined for each Party within this Agreement.*
  - iii. The Parties agree comply with any relevant updated versions of the Standard Contractual Clauses which may be issued by the European Commission. The above details will remain applicable, to the extent that they remain relevant under the updated versions of the Standard Contractual Clauses. Customer is solely responsible for taking any other steps needed, under the Applicable Data Protection Laws, to ensure that Consignee Data can be lawfully shared with Aramex. Aramex agrees to provide any support reasonably necessary to allow Customer to comply with the above.
  - n. **Supervisory Authorities.** Each Party is solely responsible for addressing any requests or communications received from competent supervisory authorities related to use of Consignee Data under the Applicable Data Protection Laws. Each Party will provide reasonable assistance to the other Party where necessary to allow the other Party to comply with its own obligations around such requests or communications.
5. Whenever reasonable collaboration or assistance between the Parties is necessary in order for one or both of the Parties to comply with any of its obligations, under the Applicable Data Protection Laws (e.g., obligations on accountability, obligations related to Data Subject requests, obligations around cross-border transfers of Personal Data, obligations related to supervisory authority requests), such reasonable collaboration or assistance will be provided in good faith.
6. This Schedule reflects the only provisions existing between Aramex and Customer on the use of Consignee Data in relation to the performance of the Services, and supersedes any prior agreements or understandings entered into between the Parties on this subject.