

Data Processing Agreement (“DPA”)

1. General

- 1.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This DPA is in addition to and does not relieve, remove or replace, a party’s obligations under the Data Protection Legislation.
- 1.2 The parties acknowledge that for the purposes of the Data Protection Legislation, TCL is the Data Controller and the Supplier is the Data Processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation). Annex 1 sets out the scope, nature and purpose of processing by the Supplier, the duration of the processing and the types of Personal Data and categories of Data Subject (where Personal Data and Data Subject have the meanings as defined in the Data Protection Legislation).
- 1.3 The Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under the Agreement, process that Personal Data only for the purposes of providing the Arrangements and complying with its obligations under the Agreement.

2. Sub-Processors

- 2.1 The Supplier shall not permit any processing of Personal Data by any agent or sub-contractor or other third party (“Sub-Processor”) without the prior written authorization of TCL.
- 2.2 In the event TCL gives authorisation to the Supplier for the appointment of a Sub-Processor in accordance with clause 2.1, such authorisation will always be contingent upon and subject to the Supplier entering into a written agreement with the Sub-Processor incorporating terms which are substantially similar to those set out in this DPA.
- 2.3 As between TCL and the Supplier, the Supplier shall remain fully liable for all acts or omissions of any Sub-Processor appointed by it pursuant to this clause 2.

3. Technical & organisational measures

- 3.1 The Supplier shall in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under the Agreement, ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of the Personal Data and against accidental loss of destruction of, or damage to, the Personal Data.
- 3.2 Those measures may include, where appropriate:
 - (a) pseudonymising and encrypting Personal Data;
 - (b) ensuring confidentiality, integrity, availability and resilience of its systems and Arrangements;
 - (c) ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident; and
 - (d) regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it.
- 3.3 The Supplier shall provide to TCL at any time on request, a detailed written description of such technical and organisational measures in place.

4. Supplier personnel & sub-processors

- 4.1 The Supplier shall ensure that access to Personal Data is limited to its personnel and authorised Sub-Processors who need access to it to supply the Arrangements and that all personnel and authorised Sub-Processors are:
 - (a) informed of the confidential nature of the Personal Data and that they must not disclose the Personal data;
 - (b) are subject to an enforceable obligation of confidence with regards to the Personal Data; and
 - (c) are assessed by the Supplier or authorised Sub-Processor prior to any processing of the Personal Data to ensure their reliability and that they receive training on data protection matters.
- 4.2 As between TCL and the Supplier, the Supplier shall remain fully liable for the acts or omissions of any personnel and authorised Sub-Processors.

5. Transfer of data outside the UK

- 5.1 The Supplier may only process or permit the processing of Personal Data outside the UK under the following conditions:
 - (a) the Supplier is processing Personal Data in a territory which is subject to adequacy regulations under the Data Protection Legislation that the territory provides adequate protection for the privacy rights of individuals.
 - (b) the Supplier participates in a valid cross-border transfer mechanism under the Data Protection Legislation, so that the Supplier (and where appropriate, TCL) can ensure that appropriate safeguards are in place to ensure an adequate level of protection with respect to the privacy rights of individuals as required by Article 46 of the UK GDPR. The Supplier must identify to TCL, the transfer mechanism that enables the parties to comply with these cross-border data transfer provisions and the Supplier must immediately inform TCL of any change to that status; or
 - (c) the transfer otherwise complies with Data Protection Legislation.

6. Destruction of personal data

The Supplier shall on request at any time and on the expiry or termination of the Agreement (at no cost to TCL) at TCL’s option, either return all of the Personal Data and copies of it in such format as TCL may require or securely dispose of the Personal Data except to the extent that any applicable law requires the Supplier to store such Personal Data and the Supplier has promptly demonstrated their legal requirement to TCL.

7. Notification obligations

- 7.1 The Supplier shall immediately (and in any event within 2 calendar days) fully notify TCL in writing if any Personal Data has been disclosed in breach of this DPA, or if it is lost, becomes corrupted, is damaged or is deleted in error.
- 7.2 The Supplier shall notify TCL immediately if it suspects or becomes aware of any actual, threatened or potential breach of security of Personal Data and any personal data breach (as defined in Data Protection Legislation) and shall ensure all such notices include full and complete details relating to such breach, in particular:
 - (a) the nature and facts of such breach including the categories and number of Personal Data records and, if applicable, Data Subjects concerned;
 - (b) the contact details of the data protection officer or other representative duly appointed by the Supplier from whom TCL can obtain further information relating to such breach; and
 - (c) the likely consequences or potential consequences of such breach; and
 - (d) the measures taken or proposed to be taken by the Supplier to address such breach and to mitigate the possible adverse effects

and the implementation dates for such measures.

8. Assistance to TCL

- 8.1 The Supplier shall promptly provide such information and assistance (at no cost to TCL) as TCL may require in relation to any request from or on behalf of any Data Subject for access, rectification or erasure of their Personal Data or any complaint, objection to processing or other correspondence. In no event shall the Supplier respond directly to any such request, complaint or correspondence without TCL's prior written consent unless and to the extent required by law.
- 8.2 The Supplier shall promptly provide such information and assistance (at no cost to TCL) as TCL may require, in relation to:
- (a) TCL's decision to undertake a data protection impact assessment where TCL considers (in its sole discretion) that the type of processing may result in a high risk to the rights and freedoms of Data Subjects;
 - (b) any approval of the Information Commissions or other data protection supervisory authority to any processing of Personal Data, or any request, notice or investigation by such supervisory authority.
- 8.3 The Supplier shall permit TCL (and any of its authorised representatives) and the Information Commissioner (or its authorized representatives), at the Supplier's cost, access to any of the Supplier's premises, personnel, IT systems and relevant records as may be reasonably required by TCL upon reasonable notice at any time for the purposes of conducting an audit in order to verify the Supplier's compliance with this Schedule and Data Protection Legislation.
- 8.4 The Supplier shall, on demand, provide TCL and the Information Commissioner (and/or their authorised representatives) with all reasonable co-operation, access and assistance in relation to each audit.
- 8.5 In the Supplier's reasonable opinion, to the extent that it believes that any instruction received by it is likely to infringe Data Protection Legislation or any other applicable law, the Supplier shall promptly inform TCL.

9. Indemnity

The Supplier shall indemnify TCL against: (i) all losses, claims, damages, fines, interest, penalties, costs, charges, expenses, demands and legal and other professional costs (calculated on a full indemnity basis) arising out of or in connection with any breach by the Supplier and/or any Sub-Processor of this DPA including where the Supplier's breach then places TCL in breach or subject to regulatory action, which the parties agree is foreseeable and a direct loss; and (ii) all amounts paid or payable by TCL to a third party which would not have been paid or payable if the Supplier's breach of this Schedule has not occurred, including in both cases, where the Supplier's breach then places TCL in breach or subject to regulatory action, which the parties agree is a foreseeable and a direct loss.

10. Certification scheme

Either party may at any time on not less than 30 days' notice, revise this Schedule 2 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).

ANNEX 1 **Description of Processing**

The processing of personal data is as follows:

Data Subjects

The personal data concern the following categories of data subjects:

- Customers

Purposes of the Processing

The processing is necessary for the following purposes:

- For the delivery of the Arrangements

Categories of data

The personal data processed fall within the following categories of data:

- Customer name, address, date of birth
- Passport details
- Travel insurance provider

Sensitive data

The personal data processed fall within the following categories of sensitive data

- Dietary requirements
- Medical requirements

Instructions with regards to the processing of personal data

The Supplier shall process the Personal data only in accordance with the instructions of TCL.