GDPR
DATA PROTECTION ADDENDUM
for FL3XX Online Services for Business

This Data Protection Addendum ("Addendum") forms part of the FL3XX Agreement ("Principal Agreement") between: (i) FL3XX GmbH acting on its own behalf and as agent for each FL3XX Affiliate and subprocessor ("FL3XX"); and (ii) the FL3XX Customer as defined in the Principal Agreement acting on its own behalf and as agent for each Customer Affiliate ("Customer").

The terms used in this Addendum are defined in this Addendum, or in the Principal Agreement. Except as modified below, the terms of the Principal Agreement remain in full force and effect.

In consideration of the mutual obligations set out herein, the parties agree that the terms and conditions below will be added as an Addendum to the Principal Agreement.

1. **Definitions**
   a. "Affiliate" includes an agent, promoter, subcontractor, employee, or entity that conducts business under the control, payment, or direction of the Customer or FL3XX.
   b. "Applicable Laws" means (a) European Union or Member State laws with respect to any Customer Personal Data that is subject to EU Data Protection Laws; and (b) any other applicable law that any Customer Member's Personal Data is subject to.
   c. "Customer" includes the entity that owns or controls the Customer, an entity owned or controlled by the Customer, an entity under common control or ownership with/of the Customer and/or an entity contracted by the Customer, where control means the possession, directly or indirectly, of power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise. This includes members of the Customer's management group.
   d. "Customer Personal Data" means any Personal Data processed by FL3XX on behalf of the Customer as contemplated by the Principal Agreement.
   e. "Data Exporter" means the entity providing the confidential data contemplated by this agreement.
   f. "Data Importer" means the entity storing the confidential data contemplated by this agreement.
   g. "Data Protection Laws" include EU Data Protection Laws and any applicable data protection or privacy laws of any other country.
   h. "EEA" means the European Economic Area.
   i. "EU Data Protection Laws" means EU Directive 95/46/EC, as adopted by domestic legislatures of each Member State and as

amended, replaced, or superseded from time to time, including by the GDPR and laws implementing or supplementing the GDP.

j. "GDPR" means EU General Data Protection Regulation 2016/679.

k. "Restricted Transfer" means a transfer of Customer Personal Data from a Customer to FL3XX; or an onward transfer of Customer Personal Data within FL3XX entities.

l. "Services" means the services and other activities provided by FL3XX as contemplated by the Principal Agreement.

m. "Standard Contractual Clauses" means the contractual clauses set out in Annex 2, amended as indicated in that Annex and under this agreement;

n. "Subprocessor" means any person that is not a FL3XX employee or independent contractor, but who has been appointed by or on behalf of FL3XX to process personal data on behalf of any Customer in connection with the Principal Agreement.

o. "FL3XX Affiliate" means an entity that owns or controls, is owned or controlled by or is or under common control or ownership with FL3XX, where control is defined as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise.

2. Representations and Warranties

a. **FL3XX Representations and Warranties**.-- FL3XX is authorized to enter into the Principal Agreement on its own initiative and on behalf of any of its affiliates. Also, FL3XX warrants that it complies with relevant data protection laws as contemplated by this Addendum.

b. **Customer Representations and Warranties**.-- Customer represents that it possesses valid legal authority to enter the Principal Agreement and to transmit the data contemplated by this Addendum.

3. Covenants

a. **Processing of Customer Personal Data**.-- FL3XX and each of its affiliates shall comply with applicable Data Protection Laws in the Processing of Customer Personal Data; and shall not process Customer Personal Data other than on the relevant Customer's instructions unless additional processing is required by laws applicable to FL3XX and/or its Subprocessors, when FL3XX shall inform the relevant Customer of that legal requirement before processing that Personal Data.

b. **Customer Instructions**.-- Customer(s) shall instruct FL3XX and its Subprocessors to:

   i. Process Customer Personal Data- and, in particular, transfer Customer Personal Data to any country or territory, as reasonably necessary for the provision of the Services.

   ii. Follow Annex 1- Annex 1 to this Addendum sets out certain information regarding the FL3XX and Subprocessors processing of the Customer Personal Data as required by

article 28(3) of the GDPR (and, possibly, equivalent requirements of other Data Protection Laws). Customer may make reasonable amendments to Annex 1 by written notice to FL3XX from time to time as Customer deems reasonably necessary to meet those requirements. Nothing in Annex 1 shall confer any right or impose any obligation on any party to this Addendum.

c. **FL3XX and FL3XX Affiliate Personnel.**-- FL3XX and its affiliates shall take reasonable steps to ensure that access to Customer Personal Data is limited to the individuals who require access to the Data, while ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality, including:

   i. Security- Taking into account the technological complexity, the costs of implementation, and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, FL3XX and each FL3XX Affiliate shall in relation to the Customer Personal Data implement appropriate technical and organizational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to below. In assessing the appropriate level of security, FL3XX and each FL3XX Affiliate shall take account the risks stemming from a Personal Data Breach.

   ii. Subprocessing- Each Customer and its affiliates authorize FL3XX and each FL3XX Affiliate to appoint and permit each Subprocessor to process the Customer Personal Data as contemplated by this DPA and the Principal Agreement. FL3XX and each FL3XX Affiliate may continue to use those Subprocessors already engaged by FL3XX or any FL3XX Affiliate as of the date of the signed Subscription Agreement.

   iii. New Subprocessors- FL3XX shall give Customer prior written notice of the appointment of any new Subprocessor, including full details of the Processing to be undertaken by the Subprocessor. If, within 15 days of receipt of that notice, Customer notifies FL3XX in writing of any reasonable objections to the proposed appointment, neither FL3XX nor any FL3XX Affiliate shall appoint or disclose any Customer Personal Data to the proposed Subprocessor except with the prior written consent of Customer.

   iv. Due Diligence- FL3XX and the FL3XX Affiliate shall carry out adequate due diligence to ensure that before the Subprocessor processes Customer Personal Data, the Subprocessor is capable of providing the level of protection for Customer Personal Data required by the Principal Agreement.

v. <u>Subcontracting</u>- FL3XX shall use reasonable measures to ensure that all agreements with Affiliates and Subprocessors are governed by a written contract that offers at least the same level of protection for Customer Personal Data as those set out in this Addendum; and if that arrangement involves a Restricted Transfer, to ensure that the Standard Contractual Clauses are incorporated into the relevant agreements between FL3XX, its Affiliates, and/or its Subprocessors. And, FL3XX shall provide Customer copies of the subcontracting agreements (which may be redacted to remove confidential commercial information not relevant to the requirements of this Addendum) as Customer may reasonably request from time to time.

vi. <u>Data Subject Rights</u>- Taking into account the nature of the Processing, FL3XX and each FL3XX Affiliate shall assist each Customer and its members by implementing appropriate technical and organizational measures, as is possible, to allow for the fulfilment of the Customers' obligations, in compliance with Data Protection Laws.

    1. FL3XX shall promptly notify Customer if any Subprocessor receives a request from a Data Subject under any Data Protection Law with respect to Customer Personal Data; and ensure that the Subprocessor does not respond to that request except on the documented instructions of Customer or the relevant Customer Affiliate or as required by Applicable Laws to which the Subprocessor is subject.

vii. <u>Personal Data Breach</u>- FL3XX shall promptly notify Customer upon FL3XX or any Subprocessor becoming aware of a Personal Data Breach affecting Customer Personal Data, by providing Customer with sufficient information to allow each Customer Group Member to meet any obligations to report or inform Data Subjects of the Personal Data Breach under the Data Protection Laws. And, FL3XX shall cooperate with Customer and its Affiliates to take reasonably commercial steps to assist in the investigation, mitigation, and remediation of the Personal Data Breach.

viii. <u>Data Protection Impact Assessment and Prior Consultation</u>- FL3XX and each FL3XX Affiliate shall provide reasonable assistance to each Customer with any data protection impact assessments, and prior consultations with Supervising Authorities or other competent data privacy authorities, which Customer reasonably considers to be required of any Customer Group Member by article 35 or 36 of the GDPR or equivalent provisions of any other Data Protection Law, in each case solely in relation to Processing of Customer Personal Data by, and taking into

account the nature of the Processing and information available to, the Contracted Processors.

    ix.   <u>Contact</u>- FL3XX shall make available to Customer on request, the name and contact details of the FL3XX data protection officer or other relevant contact from whom more information may be obtained.

    x.   <u>Deletion or return of Customer Personal Data</u>- Subject to these provisions, FL3XX and each FL3XX Affiliate shall delete and/or cause to delete Customer Personal Data within 90 days of terminating the Subscription Agreement.

        1.   And, Customer may provide written notice to FL3XX within 10 days of the Termination Date requiring FL3XX and each FL3XX Affiliate to:

            a.   return a complete copy of all Customer Personal Data to Customer by secure file transfer; and

            b.   delete and/or cause to delete of all other copies of Customer Personal Data Processed by any Subprocessor, of which comes at the Customer's expense.

    xi.   <u>Subprocessor Rights</u>- Each contracted Subprocessor may retain Customer Personal Data to the extent required by Applicable Laws and only to the extent and for such period as required by Applicable Laws, provided that FL3XX and each FL3XX Affiliate shall ensure the confidentiality of all such Customer Personal Data and shall ensure that such Customer Personal Data is only Processed as necessary for the purpose(s) specified in the Applicable Laws requiring its storage and for no other purpose.

        1.   FL3XX shall provide written certification to Customer that FL3XX and each FL3XX Affiliate have fully complied with this section, within 10 days of the Termination Date.

4. <u>Audit Rights</u>

    a.   **Data Provision**.-- FL3XX and each FL3XX Affiliate shall make available to each Customer, on request, any personal data processed that is not directly accessible by Customer via the standard user interfaces. FL3XX and each FL3XX Affiliate shall make available to each Customer Group Member on request, all information necessary to demonstrate compliance with this Addendum, and shall allow for and contribute to audits, including inspections, by any Customer Group Member or an auditor mandated by any Customer Group Member in relation to the Processing of the Customer Personal Data by the Contracted Processors.

    b.   **Notice**.-- Customer or the relevant Customer Affiliate undertaking an audit shall give FL3XX or the relevant FL3XX Affiliate reasonable notice of any audit or inspection to be conducted and shall take reasonable endeavours to avoid causing or minimizing any damage, or disruption to the

contracted processors' premises, equipment, personnel and business while its personnel are on those premises in the course of such an audit or inspection.

   c. **Access**.-- A contracted processor need not give access to its premises for the purposes of such an audit or inspection to any individual unless he or she produces reasonable evidence of identity and authority within reasonable business hours, unless the audit or inspection needs to be conducted on an emergency basis and Customer or the relevant Customer Affiilate undertaking an audit has given notice to FL3XX or the relevant FL3XX Affiliate.

   d. **Frequency**.-- for more than one audit/inspection per calendar year, Customer and its Affiliate may undertake audits that it considers reasonably necessary in response to genuine concerns about FL3XX's compliance with this Addendum, except for any additional audits or inspections which:

      i. Customer Group Member is required or requested to carry out by a regulatory authority responsible for the enforcement of Data Protection Laws in any country or territory.

5. <u>Standard Contractual Clauses</u>

   a. **Restricted Transfers**.-- each Data Exporter, and each Data Importer hereby enter into the Standard Contractual Clauses with respect to Restricted Transfers from that Data Exporter to that Data Importer.

   b. **Effect**.-- The Standard Contractual Clauses shall come into effect on the later of either:

      i. the Data Exporter becoming a party to them or the Data Importer becoming a party to them; and commencement of the relevant Restricted Transfer.

         1. But, the section above shall not apply to a Restricted Transfer unless its effect, (together with other reasonable compliance steps that do not include obtaining consents from Data Subjects), is to allow the relevant Restricted Transfer to take place without breach of applicable Data Protection Law.

6. <u>General Terms</u>

   a. **Governing law and jurisdiction**.-- this Addendum and all non-contractual or other obligations arising out of or in connection with it are governed by the laws of the country or territory stipulated for this purpose in the Principal Agreement.

      i. the parties to this Addendum hereby submit to the choice of jurisdiction stipulated in the Principal Agreement with respect to any disputes or claims arising under this Addendum

   b. **Order of Precedence**.-- Nothing in this Addendum reduces FL3XX's or any FL3XX Affiliate's obligations under the Principal Agreement relating to the protection of Personal Data, or permits

FL3XX or any FL3XX Affiliate to process/permit the processing of Personal Data in a manner prohibited by the Principal Agreement. In the event of any conflict or inconsistency between this Addendum and the Standard Contractual Clauses, the Standard Contractual Clauses shall prevail.

c. **Changes in Data Protection Laws**.-- the Customer may provide written notice to FL3XX from time to time, making any variations to the Standard Contractual Clauses, if those Clauses apply to Restricted Transfers that are subject to a particular change in Data Protection Law, which are required, as a result of any change in, or decision of a competent authority under that Data Protection Law, to allow those Restricted Transfers to be made (or continue to be made) without breach of that Data Protection Law within at least 30 (thirty) calendar days of that change; and propose any other variations to this Addendum which Customer reasonably considers necessary to address the requirements of any Data Protection Law.

   i. If Customer gives notice under the section above, FL3XX and each FL3XX Affiliate shall promptly cooperate to ensure that such changes are made.

d. **Prompt Communication**.-- Customer shall not unreasonably withhold or delay agreement to any consequential variations to this Addendum proposed by FL3XX to protect any party against additional risks associated with the variations made.

   i. If Customer gives notice of a change above, the parties shall promptly discuss the proposed variations and negotiate in good faith to agree and implement those or alternative variations designed to address the requirements identified in Customer's notice as soon as is reasonably practicable.

e. **Authority**.-- Neither Customer nor FL3XX shall require the consent or approval of any Customer Affiliate or FL3XX Affiliate to amend this Addendum.

f. **Severance**.-- Should any provision of this Addendum be found invalid or unenforceable, then the remainder of this Addendum shall remain valid and in force. The invalid or unenforceable provision shall be either (i) amended as necessary to ensure its validity and enforceability, while preserving the parties' intentions as closely as possible or, if this is not possible, (ii) construed in a manner as if the invalid or unenforceable part had never been contained therein.

ANNEX 1: DETAILS OF PROCESSING OF CUSTOMER PERSONAL DATA

This Annex 1 includes certain details of the Processing of Customer Personal Data as required by Article 28(3) GDPR.

The subject matter and duration of the Processing of the Customer Personal Data are set out in the Principal Agreement and this Addendum. The purpose of the processing of Customer personal data is to provide Customer with services to support its commercial operations. Types of Customer personal data include:

1. Personal details relating to the management of travel bookings and flights, and the preparation of documents for execution of flights, relevant to Customer's customers, passengers, suppliers, employees; and
2. Personal documents relating to the management of bookings and flights, the preparation documents for the execution of flights, relevant to Customer's customers, passengers, suppliers, employees

Data Exporter
The data exporter is: The Customer as defined in the Principal Agreement

Data importer
The data importer is: FL3XX GmbH.

Data subjects
The personal data transferred concern the following categories of data subjects: Customer's customers, passengers, suppliers, employees.

Categories of data
The personal data transferred concerns the following categories of data: Personal details and documents.

Processing operations
The personal data transferred will be subject to the following basic processing activities: Transfer over networks, processing for the execution of the Services as defined in the Principal Agreement.

ANNEX 2: IMPLEMENTATION DETAILS

This Annex 2 forms part of the Clauses.

FL3XX has implemented the following security measures to ensure the protection of personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation:

- Training of all personnel who can be in contact with personal data
- Encryption of all personal data in the relevant storage media
- Encryption of all communication over networks where personal data is susceptible of being transmitted
- Physical access security of all facilities where personal data is stored
- Physical and logical security of all systems that can access personal data