



Data Protection Agreement

Between:

1..... (the Customer)

2. Flight Logistics Group Ltd (the Supplier)

A company registered in England and Wales with registration number 2568267 whose registered office is at Global Logistics Centre, Horton Road, Colnbrook, Berkshire SL3 0DL.

“Personal Information” means information (in any reproducible format) which relates to customers, its staff, or any other identifiable individual, whether supplied by for processing by the Supplier or whether generated by the Supplier in the course of performing its obligations under this agreement.

“Media” means electronic files, diskettes, CD ROMs, cassettes, including backup data and any miniaturised data storage device, email or documents in written or printed form.

“Information” means all forms of information that can be stored on Media

“Handling” means dispatch, receipt, backup, audit log or physical protection of the Personal Information during transport and storage.

2. Data Protection

- a) The Supplier shall maintain the Personal Information in strict confidence and shall not disclose the Personal Information to any third party. The Supplier is only permitted to process the Personal Information on behalf of the Customer for the specified purpose(s) and shall not use the Personal Information except for the purposes of this Agreement.
- b) For the avoidance of doubt, the Supplier will not use the Personal Information for any marketing purposes nor make any attempt to contact the Customer’s clients, its staff or any other identifiable individual to whom the Personal Information relates.
- c) The Personal Information shall belong to the Customer and the Supplier shall therefore obtain no rights of any nature in the Personal Information.
- d) The Supplier acknowledges that data subject(s) will have the right at any time to request a copy of the Personal Information held by the Supplier and to have that Personal Information corrected if it is inaccurate. The Supplier warrants that the Personal Information provided pursuant to such requests shall be in an easily understandable format.
- e) The Supplier guarantees that it will remain strict security over the Personal Information and will preserve the integrity and confidentiality of the Personal Information at all times.
- f) The Supplier confirms that adequate security measures and precautions are in place to protect the Personal Information at all times in accordance with current UK data protection legislation and any relevant European Union data protection regulations or directives from time to time.
- g) The Supplier undertakes to comply with the provisions of the Data Protection Act 1998 (or any subsequent re-enactment or replacement data protection legislation) in respect of all Personal Information that will be passed on to them or processed by them during the course of this Agreement.
- h) The Supplier shall allow the Customer access to the Personal Information in its possession for the purpose of inspection of the files records documentation input and output materials and the media and storage facilities where they are located, all standby contingency and data back up/recovery facilities and files and all computer telephone and facsimile systems related to the foregoing provided that the Customer’s employees or agents agree to observe the confidentiality and security procedures implemented by the Supplier.
- i) The supplier will be responsible for maintaining visible audit trails to assist the Customer in checking unauthorized access attempts in respect of the Personal Information
- j) The Supplier shall not disclose or sub-contract the processing of the Personal Information without obtaining the express written permission of the Customer.
- k) The Supplier shall only employ such persons to receive and use the Personal Information who have been satisfactorily vetted for reliability, integrity and honesty.
- l) The Supplier shall disclose the Personal Information on a need-to-know basis only to those of its employees, agents, sub-contractors and consultants who have received proper training in the handling of Personal Information and who require access for the purposes described herein. Prior to disclosing the Personal Information or any portion thereof to such employees, agents, sub-contractors and consultants, the Supplier shall issue proper instructions requiring them to

comply with the Supplier's obligations herein to receive and treat the Personal Information as confidential and subject to non-disclosure on the same conditions as contained herein.

- m) The Supplier shall take immediate disciplinary action against any of its employees, agents, sub-contractors and consultants who have failed to adhere to or ignore the procedures and restrictions in respect of the Personal Information set out herein.
- n) The personal Information shall not be mechanically copied or otherwise reproduced by the Supplier and shall not be altered or supplemented with other data without the express written consent of the Customer.
- o) The Supplier shall immediately advise the Customer of any suspected or actual breaches in respect of the Personal Information sent by the Customer.
- p) The Supplier shall, upon the request of the Customer, return the Personal Information and any copies thereof under the Supplier's control or power. The Supplier shall destroy or dispose of the Personal Information only with the express written consent of the Customer. Such destruction or disposal shall be carried out in accordance with the Customer's instructions and applicable statutory requirements regarding waste disposal.
- q) Without prejudicing the foregoing, the Personal Information shall at all times be given such protection by the Supplier as is given to its own confidential information.
- r) The Supplier warrants that it shall cease to process the Personal Information immediately if directed by the Customer or by a Court of Law.
- s) The Supplier warrants that it shall promptly amend or delete any Personal Information if directed to do so by the Customer or a Court of Law.
- t) This Agreement is binding upon the Supplier and its associated companies and associates. The Supplier shall neither assign any of its rights and obligations to any third party nor transfer any of the Personal Information to any third party.
- u) The Supplier acknowledges that the Customer could be irreparably injured by a breach of this Agreement by the Supplier and shall be entitled to any remedies available at law.
- v) When handling any Personal Information, which is stored on Media, the Supplier shall ensure that it is transmitted or transported via a secure delivery method to minimize unauthorized interception and disclosure.
- w) All Media in electronic form must be virus checked by the Customer and the Supplier will endeavour to ensure that no computer virus is introduced to the Customer's computer equipment or systems by an act. Omission or negligence of the Supplier, its employees, agents or sub-contractors in respect of the Personal Information.

SIGNED BY:

For and on behalf of

In the presence of:

SIGNED BY:

For and on behalf of Flight Logistics Group Limited:

In the presence of: