



Controller to Controller Data Privacy Addendum

05 July 2021

1. Definitions

The defined terms used in this Data Privacy Addendum shall be read as having the meanings set forth in the Agreement. If a term is defined both in this Data Privacy Addendum and elsewhere in the Agreement then, for purposes of this Data Privacy Addendum, the definition in this Data Privacy Addendum shall prevail.

In this Data Privacy Addendum, references to any Applicable Privacy Laws and to terms defined therein shall be replaced with or incorporate (as the case may be) references to any Applicable Privacy Laws replacing, amending, extending, re-enacting, or consolidating such Applicable Privacy Laws and the equivalent terms defined in such Applicable Privacy Laws once in force and applicable.

- 1.1 "**Applicable Privacy Laws**" means all applicable data protection and privacy laws applicable to the Processing of Client Personal Data, including, when and where applicable, (a) the GDPR; (b) the UK Data Protection Act 2018; (c) the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC), (d) the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426); (e) U.S. state and federal data protection laws, rules, or regulations including without limitation the California Consumer Protection Act of 2018 ("CCPA"); (f) the Personal Information Protection and Electronic Documents Act ("PIPEDA") and Canadian Anti-Spam Law ("CASL"), and (g) similar laws enacted anywhere in the world addressing the protection or the use, transmission, or other processing of Personal Data, each as amended, modified, and/or supplemented by the guidance or regulatory decisions of any relevant supervisory authority or other data protection regulatory authority ("**Regulator**").
- 1.2 "**Client Personal Data**" means Personal Data provided to FCM by Client, its affiliates, employees, officers, contractors, representatives, agency workers, or end users to FCM pursuant to the provision of the Services or otherwise in connection with the Agreement.
- 1.3 "**Controller**" means the natural or legal person, public authority, agency or other body that, alone or jointly with others, determines the purposes and means of the Processing of Personal Data.
- 1.4 "**Data Subject**" means any natural person about whom Personal Data relates.
- 1.5 "**Data Subject Request**" means any request by a Data Subject in respect of Personal Data Processed by a Controller pursuant to the provision of the Services or otherwise in connection with the Agreement.
- 1.6 "**GDPR**" means the EU General Data Protection Regulation EU 2016/679, as implemented into national law and as amended, extended, re-enacted or applied by or under any other statute, law or enactment.
- 1.7 "**Good Industry Practice**" means the exercise of that degree of skill, diligence, prudence, and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator engaged in the same type of undertaking under the same or similar circumstances.
- 1.8 "**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), or as that term (or similar variants, such as "personal information") may otherwise be defined in Applicable Privacy Laws).
- 1.9 "**Personal Data Breach**" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Client Personal Data in FCM's possession or control. Personal Data Breaches include, but are not limited to: (i) unauthorised access, disclosure, loss, download, theft, blocking, encryption or deletion by malware or other unauthorised action in relation to Client Personal Data by unauthorised third parties; (ii) operational incidents which have an impact on the Processing of Client Personal Data; or (iii) any breach of this Data Privacy Addendum or Applicable Privacy Laws by FCM, its employees or agents, to the extent that such breach affects the integrity and security of Client Personal Data or materially adversely impacts FCM's obligations under this Data Privacy Addendum.
- 1.10 "**Processing**" means any operation or set of operations 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, access, consultation, use, acquisition, transfer, hosting (via server, web, cloud, or otherwise), disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction. Any activity defined as processing by or otherwise subject to the requirements of Applicable Privacy Laws shall fall within this definition. "Processed", "Process" and any other variations of "Processing" shall also be defined as set out above.

- 1.11 "**Processor**" means the natural or legal person, public authority, agency or other body which Processes Personal Data on behalf of the Controller.
 - 1.12 "**Supervisory Authority**" means any data protection authority or other governmental, regulatory, administrative, judicial, or other agency or similar body that has authority to implement, enforce, and/or oversee compliance with Applicable Privacy Laws.
 - 1.13 "**Vendor**" means the transport, accommodation and other wholesale service providers such as airlines, coach, rail and car rental operators who FCM engages on the Client's behalf to deliver travel related products and services to the Client.
2. **Parties as Controllers and compliance with Applicable Privacy Laws.** The parties acknowledge that, in order to provide the Services, FCM must necessarily process Client Personal Data as a Controller. Each party shall act as a separate and independent Controller (and not as a joint Controller) in relation to all Client Personal Data it Processes under and/or in connection with this Agreement and the Services. Each party shall comply with all Applicable Privacy Laws in respect of its Processing of Client Personal Data and shall ensure that it has a lawful basis for all such Processing, where applicable. Where an affiliate of a party is a Controller or Processor of Client Personal Data under this Agreement, such party shall ensure that its affiliate complies with its obligations under the Applicable Privacy Laws and this Data Privacy Addendum as applicable.
- Without limiting the foregoing, each party shall refrain from "selling" (as defined by the CCPA at Cal. Civ. Code § 1798.140(t), as it may be amended) or transferring Client Personal Data other than in compliance with the Applicable Privacy Laws.
3. **Information provided to Data Subjects.** Prior to sharing any Client Personal Data with FCM, Client shall provide all notifications required by Applicable Privacy Laws to the relevant Data Subject in each case with respect to the sharing of Client Personal Data with FCM. Where FCM collects Client Personal Data directly from Data Subjects, FCM shall be responsible for ensuring that it provides clear and transparent information to Data Subjects, as required under Applicable Privacy Laws, in relation to the relevant Processing.
 4. **Cooperation and assistance.** Each party shall provide the other party with such reasonable cooperation, assistance and information to the other to assist that other party with its compliance with Applicable Privacy Laws.
 5. **Notifications.** Each party shall promptly notify the other (to the extent permitted by law) in writing providing reasonable detail of any third party complaint, audit, investigation or enquiry (whether by a Supervisory Authority, Data Subject or otherwise) establishing, alleging or enquiring as to possible non-compliance with any Applicable Privacy Laws in connection with Client Personal Data maintained by or for such party, and the parties will co-operate reasonably with each other in respect thereof.
 6. **Personal Data Breaches.** The parties are aware that Applicable Privacy Laws may impose a duty on a party to inform a Supervisory Authority and the Data Subject in the event of Personal Data Breach affecting Client Personal Data. In addition to complying with its notification requirements under Applicable Privacy Laws, FCM shall promptly notify the Client of any technical, organisational or other incidents (including incidents at Processors) which have resulted in a Personal Data Breach in the sense of Art. 33 par. 1 GDPR affecting Client Personal Data. FCM's notification of a Personal Data Breach to the Client must be comprehensive and include any information required under Art. 33 par. 3 GDPR and/or required by Applicable Privacy Laws, as and to the extent such information is available.

In the event of a Personal Data Breach, FCM shall promptly take any measures required and appropriate under Applicable Privacy Laws and technical standards to restore the confidentiality, integrity and availability of Client Personal Data and the resilience of FCM's processing systems and services and to mitigate the risk of harm and/or any detrimental consequences for the Data Subjects affected or potentially affected by the Personal Data Breach.

7. **Data Subject Requests.** Each party will provide the other party with reasonable assistance in complying with any Data Subject Request.
8. **Security.** In accordance with Good Industry Practice and Applicable Privacy Laws, each party shall implement appropriate technical and organisational security measures (including maintaining any security controls) to ensure a level of security for Personal Data in such party's possession or control that is appropriate to the risk presented by the Processing, taking into account the state of the art, the costs of implementation and the nature, scope, context and purpose of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of Data Subjects. In assessing the appropriate level of security account shall be taken in particular of the risks that are presented by Processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Client Personal Data transmitted, stored or otherwise Processed.

Without prejudice to the generality of the foregoing, the minimum technical and organisational security measures that FCM shall implement and maintain are set out in the Annexure to this Data Privacy Addendum. FCM may, from time to time, implement adequate alternative technical and organisational measures provided, however, that such measures shall not materially fall short of the level of security set out herein.

9. **Requirements as to personnel.** FCM shall ensure that all personnel involved in the Processing of Client Personal Data are properly qualified and trained and have committed themselves to keep Client Personal Data confidential or are under an appropriate statutory obligation of confidentiality in accordance with Applicable Privacy Laws.
10. **Appointment of data privacy personnel.** Where required, each party will appoint authorised data privacy and security contact personnel.
11. **Appointment of Processors.** If FCM engages a third-party Processor to process Client Personal Data for the purpose of providing the Services, FCM shall agree to written terms with the Processor that: (i) require the Processor only to process the Client Personal Data for the purpose of delivering the Services; (ii) require the Processor to implement appropriate technical and organisational security measures to protect the Client Personal Data against a Personal Data Breach; and (iii) otherwise comply with the requirements of Applicable Privacy Laws. FCM shall remain responsible to the Client for any breach of this Data Privacy Addendum that is caused by an act, error or omission of the Processor.

Notwithstanding the above, Client acknowledges that the Vendors to whom FCM discloses Client Personal Data in order to provide the Services are independent Controllers under Applicable Privacy Laws, and not Processors. As such, the requirements concerning Processors described in the preceding paragraph do not apply to FCM's disclosure of Client Personal Data to Vendors.

12. **Restricted transfers from the EEA.** In order to enable the efficient and effective delivery of its Services, FCM may from time to time transfer and Process Client Personal Data from the European Economic Area (and the United Kingdom) to other jurisdictions. This shall be permitted only where: (i) the transfer is necessary for the conclusion or performance of a contract concluded in the interest of the traveller (for example, to book travel or accommodation through a Vendor in a non-European country) or where the transfer is required by applicable law; or (ii) FCM has done all such acts and things as are necessary to ensure that any Client Personal Data transferred outside of the European Economic Area (and the United Kingdom) (whether to an FCM Affiliate, a Processor, or otherwise) will remain adequately protected in accordance with the requirements of Applicable Privacy Laws. Client acknowledges that FCM may ensure such adequate protection by executing the European Commission's Standard Contractual Clauses ("SCCs") (or such other clauses as may be approved from time to time with regard to transfers of Personal Data out of the United Kingdom). Further, if it is anticipated that there will be transfers of Client Personal Data from Client in the EEA to FCM, then SCCs will be attached hereto as Annexure 2 and shall apply to such transfers.
13. **Return of data.** The Client may in its absolute discretion by written notice require FCM to return a complete copy of all Client Personal Data to the Client (or its nominee) by secure file transfer in such format as is reasonably notified by the Client. The Client shall be responsible for providing Data Subjects with any notice required under Applicable Privacy Laws in relation to such request.
14. **Data retention.** FCM acknowledges that, as a general rule, Personal Data may not be kept indefinitely or longer than necessary for the intended Processing. Client Personal Data may only be retained for so long as is necessary to satisfy all applicable lawful bases for Processing set out in Art.6 GDPR, where applicable, and otherwise for such period as required by Applicable Privacy Laws, and always provided that FCM

shall ensure that such retained Personal Data is (i) kept confidential and protected against unauthorised access, disclosure or use and (ii) only Processed as necessary for the purpose specified in the Applicable Privacy Laws permitting its storage and other Processing and for no other purpose.

15. **Client's right to audit.** FCM shall keep or cause to be kept such information as is reasonably necessary to demonstrate compliance with its obligations under this Data Privacy Addendum and shall, upon reasonable notice during the term of the Agreement, make available to the Client information necessary to demonstrate compliance with its obligations under this Data Privacy Addendum where such information is not subject to confidentiality restrictions owed to third parties. Without limiting the foregoing, FCM shall make available to the Client, on request: (i) a list of all Processors appointed by FCM to Process Client Personal Data; (ii) a copy of its most recent PCI DSS Attestation of Compliance, to the extent the Client Personal Data includes any payment cardholder data; and (iii) a summary of the results of FCM's latest internal data security audit for systems that are used to Process Client Personal Data. Any non-public documentation and information disclosed to the Client in accordance with this paragraph shall be deemed proprietary and confidential information of FCM. The Client shall not disclose such documentation or information to any third party or use it for any purpose other than evaluating FCM's compliance with this Data Privacy Addendum.
16. **Survival.** The undertakings in this Data Privacy Addendum shall remain in force even after termination or expiration of the Agreement.

Annexure to Data Privacy Addendum: FCM's Technical and Organisational Measures

1. DATA SECURITY GOVERNANCE

FCM maintains internal organisational and governance procedures to appropriately manage information throughout its lifecycle. FCM regularly tests, assesses and evaluates the effectiveness of its technical and organisational measures.

2. PHYSICAL ACCESS CONTROL

FCM uses a variety of measures appropriate to the function of the location to prevent unauthorised access to the physical premises where Personal Data are Processed. Those measures include:

- Centralised key and code management, card-key procedures
- Batch card systems including appropriate logging and alerting mechanisms
- Surveillance systems including alarms and, as appropriate, CCTV monitoring
- Receptionists and visitor policies
- Locking of server racks and secured equipment rooms within data centres

3. VIRTUAL ACCESS CONTROL

FCM implements appropriate measures to prevent its systems from being used by unauthorised persons. This is accomplished by:

- Individual, identifiable and role-based user account assignment, role-based and password protected access and authorisation procedures
- Centralised, standardised password management and password policies (minimum length/characters, change of passwords)
- User accounts are disabled after excessive failed log-on attempts
- Automatic log-off in case of inactivity
- Anti-virus management

4. DATA ACCESS CONTROL

Individuals that are granted use of FCM systems are only able to access the data that are required to be accessed by them within the scope of their responsibilities and to the extent covered by their respective access permission (authorisation) and such data cannot be read, copied, modified or removed without specific authorisation. This is accomplished by:

- Authentication at operating system level
- Separate authentication at application level
- Authentication against centrally managed authentication system
- Change control procedures that govern the handling of changes (application or OS) within the environment
- Remote access has appropriate authorisation and authentication
- Logging of system and network activities to produce an audit-trail in the event of system misuse
- Implementation of appropriate protection measures for stored data commensurate to risk, including encryption, pseudonymisation and password controls.

5. DISCLOSURE CONTROL

FCM implements appropriate measures to prevent data from being read, copied, altered or deleted by unauthorised persons during electronic transmission and during the transport of data storage media. FCM

also implements appropriate measures to verify to which entities' data are transferred. This is accomplished by:

- Data transfer protocols including encryption for data carrier/media
- Profile set-up data transfer via secure file transfer methods
- Encrypted VPN
- No physical transfers of backup media

6. **DATA ENTRY CONTROL**

FCM implements appropriate measures to monitor whether data have been entered, changed or removed (deleted), and by whom. This is accomplished by:

- Documentation of administration activities (user account setup, change management, access and authorisation procedures)
- Archiving of password-reset and access requests
- System log-files enabled by default
- Storage of audit logs for audit trail analysis

7. **INSTRUCTIONAL CONTROL**

FCM implements appropriate measures to ensure that data may only be Processed in accordance with relevant instructions. Those measures include:

- Binding policies and procedures on FCM employees
- Where Processors are engaged in the Processing of data, including appropriate contractual provisions to the agreements with Processors to maintain instructional control rights

8. **AVAILABILITY CONTROL**

FCM maintains appropriate levels of redundancy and fault tolerance for accidental destruction or loss of data, including:

- Extensive and comprehensive backup and recovery management systems
- Documented disaster recovery and business continuity plans and systems
- Storage and archive policies
- Anti-virus, anti-spam and firewall systems and management including policies
- Data centres are appropriately equipped according to risk, including physically separated back up data centres, uninterruptible power supplies (including backup generators), fail redundant hardware and network systems and alarm and security systems (smoke, fire, water)
- Appropriate redundant technology on data storage systems
- All critical systems have backup and redundancy built into the environment.

9. **SEPARATION CONTROL**

FCM implements appropriate measures to ensure that data that are intended for different purposes are Processed separately. This is accomplished by:

- Access request and authorisation processes provide logical data separation
- Separation of functions (production / testing)
- Segregation of duties and authorisations between users, administrators and system developers.