

ANNEX CONCERNING THE PROCESSING OF PERSONAL DATA 1.1.2023

1. Introduction

This annex concerning the processing of personal data ("Annex") is an inseparable part of Posti Ltd's (business id: 2344200-4) ("Supplier") Terms of Use of Electronic Channels for Contract Customers ("Agreement") applicable to Posti Ltd's transportation service customers using Posti Ltd's Smartship order channel ("Customer"). This Annex concerns the processing of personal data in connection with Posti Smartship order channel ("Service").

The purpose of this Annex is to ensure the necessary level of privacy and data security of the personal data of the Customer ("Customer Data") processed by the Supplier. This annex defines the principles and terms of privacy and data security related to personal data, that the Supplier agrees to comply with.

Personal data will not be transferred between the parties under the Agreement. In this annex the parties agree upon personal data processing for and on behalf of the Customer whereby the Customer is the data controller.

2. Scope of personal data

The Supplier processes the following Customer Data on behalf of Customer:

Categories of data subjects:

- Customer employee/personnel information, when sending or receiving a delivery by using the Service
- Customer's customer information

Types of personal data: name, address, email address, phone and fax number and door code of data subject.

3. General requirements for privacy and data security

The Supplier shall have documented processes and an operational model for risk management in its operations. The Supplier is responsible to detect and identify privacy and data security risks and to prevent and minimize such risks.

The Supplier shall have sufficient expertise and resources to carry out the privacy and data security measures defined in this Annex. The Supplier shall, if necessary, work together with Customer's privacy and data security personnel.

4. Data protection and processing personal data

The Supplier processes the Customer Data on behalf of the Customer. Personal data means information relating to an identified or identifiable natural person (hereafter referred to as "Data Subject"). Personal data may be e.g. the data identifiable to employees, customers or other persons. The Customer is the controller of the Customer Data and the Supplier is the processor of the same.

The Parties agree to abide by the legislation, regulations and official decrees and guidance of Finland and the European Union.

As the controller, the Customer is responsible for ensuring that it has the necessary rights and has acquired the necessary consent to process Customer Data. The Customer is responsible for drafting a description of the data file and keeping it accessible as well as informing the Data Subjects.

The Supplier has the right to process Customer Data only in accordance with the Agreement, this Annex and the written guidance of the Customer and only insofar as it is necessary to deliver the Service.

The Supplier shall have the right to use a subcontractor, who has been appointed in the agreement or its appendix or otherwise announced to the Customer in the manner described below, in the processing of the Customer's personal data in accordance with currently valid data protection legislation. The Supplier informs the Customer of any changes to the subcontractors that it uses if it may affect the processing of Customer's personal data. Within thirty (30) days of having received the announcement of the change of subcontractor, the

Customer may inform the Supplier in writing that it opposes the appointment of one or several of the subcontractors stated in the announcement, in which case the Supplier can notify the Customer of a price change that corresponds to the change in data processing costs that the Supplier incurs due to the Customer opposing the use of a subcontractor. The Supplier may alternatively terminate the agreement to expire no earlier than thirty (30) days from the date on which the Supplier sent the written notice to the Customer. If the Customer does not indicate that it opposes the use of the subcontractors it has been notified of pursuant to this section, the Customer is considered to have accepted the use of the subcontractors in question.

The Supplier reserves the right to announce changes to its data protection practices and subcontractors on its website or through other electronic means so that the contact person or other representative appointed by the Customer for the service is informed of this or has access to such notifications.

The Supplier shall sign written agreements with its subcontractors and shall ensure that the subcontractors will adhere to the terms of this Annex. The Supplier shall regularly supervise the actions of its subcontractors and shall be liable for the acts of its subcontractors as if they were the Supplier's own.

Personal data may be processed, when needed, for example due to reasons relating to information systems, in countries outside the European Union or the European Economic Area in accordance with the data transfer methods set forth in the legislation.

The Supplier must immediately forward all requests to inspect, rectify, erase, ban the processing of data or other requests received from the Data Subjects, to the Customer. Customer's request, the Supplier must support the Customer to carry out the requests of the Data Subjects. The Supplier shall ensure that it can carry out all the statutory requests of a Data Subject. The Supplier shall be entitled to invoice from the Customer reasonable costs that are incurred by fulfilling these requests.

The Supplier shall direct all inquiries by the data protection authorities to the Customer and shall wait for further instruction from the Customer. If nothing else is agreed, the Supplier is not allowed to represent the Customer or act on behalf of the Customer in relation to the authorities.

At Customer's request the Supplier is obligated to prove that it and its subcontractors adhere to the terms of this Annex. By giving a prior 30 days' written notice, Customer or a third-party auditor (not being a competitor of the Supplier) on behalf of Customer may inspect Supplier's and its subcontractors' compliance with this Annex. The Supplier shall rectify the detected infringements and shortcomings without delay. Each Party shall carry its own costs caused by the audits. If an audit shows a material breach of this Annex by the Supplier, it shall pay the costs of the third-party auditor for the audit as well as for the subsequent inspection of the corrections.

Once the agreement expires, the Supplier shall return and/or remove the Customer Data according to the guidance given by the Customer. If the Customer has not given guidance to the Supplier within one month of the expiry of the Agreement, the Supplier must inquire the Customer for guidance concerning the removal and return in writing and store the data of the Customer for three months. If the Customer has not used the Smartship order channel in the last thirteen (13) months, Supplier shall notify the Customer that all personal and other customer data may be deleted within 2 months. The Supplier shall support the Customer in the extent requested by the Customer in transferring the data of the Customer. Thereafter the Supplier shall ensure that the copies of the Customer's data in possession of the Supplier and its subcontractors shall be destroyed and confirm the destroying thereof to the Customer in writing.

5. Data security

The Supplier shall ensure an appropriate level of security by implementing technical and organizational measures required by applicable data protection laws. In implementing the data security measures the nature, scope, context and purposes of processing as well as the risks is taken into account. E.g. the following rules must be adhered to when processing data:

- 1) The personnel of the Supplier and its subcontractors shall commit to maintain the confidentiality of the Customer Data.
- 2) The systems and communications used to process the Customer Data shall be protected by appropriate and up-to-date data security solutions in accordance with the prevalent industry standards.
- 3) The Customer Data shall not be used for Supplier's own business or other purposes of its own.

The Supplier shall be responsible for backing up of the Customer Data, unless otherwise agreed.

6. Managing data security incidents

The Supplier shall notify the Customer without delay of all data security incidents such as security breaches, accidental or unlawful destruction or alteration, unauthorized disclosure or access to Customer Data. The notification must describe the events as accurately as possible, whose data or what data was concerned, and the volumes of affected Data Subjects or data.

The Supplier shall investigate all causes for the breach and take appropriate actions to end the breach, mitigate the effects and prevent further similar breaches. The Supplier must without delay document the results of the investigation and the actions taken for the Customer.

The Supplier must work together with the Customer and ensure that the Customer has the documentation required by legislation and data protection authorities regarding data security incidents.

7. Revisions of this Annex

The Supplier shall be obligated to inform the Customer in writing of all changes that may affect its ability or prospects to abide by this Annex and the written guidance of the Customer.

The Parties will agree of all additions and changes to this Annex in writing.

Appendix Posti's Subcontractors in Smartship Order Channel

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