

SERVICE AGREEMENT

Confidential – Property of Degen Travel

General Data Protection Regulation

Use of Personal Data

Categories of Personal Data

In the performance of this Agreement, Degen Travel may be required to collect, store, use, process and transfer the personal data of the Client's employees and collaborators, as such data are necessary for the performance of the Services and in order to comply with applicable regulations, in particular security checks implemented by airlines.

Degen Travel undertakes to collect, store, use, process and transfer only the data strictly necessary for the performance of the Services and the Service Commitments provided for under this Agreement. In particular, Degen Travel undertakes not to process personal data revealing political opinions, religious or philosophical beliefs or trade union membership, nor to process genetic data, biometric data, data concerning health or data concerning a natural person's sex life or sexual orientation.

Principles & Definitions

"Personal data", "special categories of data", "process/processing", "data controller", "processor", "data subject", "consent", "pseudonymisation" and "supervisory authority" shall have the same meaning as in the EU General Data Protection Regulation of the European Parliament dated 14 April 2016 relating to the protection of natural persons with regard to the processing of personal data and on the free movement of such data;

The Client is the data controller who transfers personal data to Degen Travel;

Degen Travel is the processor who agrees to receive personal data from the Client to be processed on the Client's behalf after transfer, in accordance with the Client's instructions and the terms of these clauses, and who is not subject to the mechanism of a third country ensuring an adequate level of protection;

A "sub-processor" is a processor engaged by Degen Travel or by any other sub-processor thereof, who agrees to receive personal data from Degen Travel or from any other sub-processor thereof, exclusively intended for processing activities carried out on behalf of the Client after transfer, in accordance with the Client's instructions, the conditions set out in these clauses and the terms of the written subcontracting agreement;

A “sub-processor” is either a “technical processing intermediary” or a Final Service Provider;

A “technical processing intermediary” is a sub-processor of Degen Travel who intervenes in the personal data processing chain, acts as an intermediary for ordering the Final Service, but does not itself perform it;

“Applicable data protection law” means the legislation protecting the fundamental rights and freedoms of individuals, in particular the right to privacy with regard to the processing of personal data, and applicable to a data controller in the Member State in which the Client is established;

“Technical and organisational security measures” means the measures intended to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, particularly where processing involves the transmission of data over a network, and against all other forms of unlawful processing.

Obligations of the Client

Compliance with the EU General Data Protection Regulation

The Client accepts and warrants that the processing, including the actual transfer of personal data, has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the competent authorities of the Member State in which the Client is established) and does not infringe the relevant provisions of that State.

The Client accepts and warrants that it has instructed, and will instruct throughout the term of the Agreement, Degen Travel to process the transferred personal data solely on behalf of the Client and in accordance with applicable data protection law and these clauses.

Transfers & Sub-processors

In order to perform the services requested by the Client under the Agreement, Degen Travel is required to transfer the personal data provided by the Client to sub-processors.

The Client accepts and warrants that the use of Degen Travel’s Services constitutes systematic consent to the transfer of the personal data it has transferred to Degen Travel to its sub-processors, provided that such data are strictly necessary for the performance of the services and the Service Commitments provided for under this Agreement.

Degen Travel strongly encourages the Client to familiarise itself with the privacy policies relating to the protection of personal data of its sub-processors. To this end, the list of Degen Travel’s technical processing intermediaries is attached as Appendix 4 to this Agreement and shall be updated and provided to the Client upon simple request. Furthermore, insofar as the Client itself has engaged the final service provider(s) through

Degen Travel, the Client accepts and warrants that it has reviewed and accepted the privacy policies relating to the protection of personal data of such final service provider(s).

Furthermore, the Client accepts and warrants that Degen Travel shall not be held liable in the event that its sub-processors breach applicable data protection law. In particular, the Client accepts that personal data transferred to Degen Travel may be transferred or subsequently processed outside the European Union in order to comply with regulatory and legal obligations (for example, the issuance of an airline ticket in transit to or destined for the United States requires the transmission of passenger information to that country).

Technical and Organisational Security Measures

The Client undertakes to implement appropriate security measures to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where processing involves the transmission of data over a network, and against all other forms of unlawful processing, ensuring a level of security appropriate to the risks associated with the processing and the nature of the data to be protected, taking into account the state of the art and the cost of implementation.

Where such technical and organisational security measures are recommended or implemented by Degen Travel, the Client shall ensure compliance with them.

Obligations of Degen Travel

Compliance with the EU General Data Protection Regulation

Degen Travel accepts and warrants that the processing, including the actual transfer of personal data, has been and will continue to be carried out in accordance with the relevant provisions of applicable data protection law (and, where applicable, has been notified to the competent authorities of the Member State in which Degen Travel is established) and does not infringe the relevant provisions of that State.

Furthermore, Degen Travel represents that it has no reason to believe that the legislation applicable to it prevents it from complying with the instructions given by the Client and the obligations incumbent upon it under the Agreement; and if such legislation is amended in a manner likely to have a substantial adverse effect on the guarantees and obligations provided by these clauses, Degen Travel shall promptly notify the Client thereof.

Processing of Personal Data

To the extent that personal data are used, processed, stored or transferred for the purposes of this Agreement, Degen Travel guarantees that such information:

- is not used for any purpose other than the proper performance of the Services, including for commercial purposes, whether for its own account or for the account of third parties;

- is transferred to sub-processors solely for the performance of the Services by Degen Travel at the Client's request, or to comply with legal and regulatory obligations;
- is processed by Degen Travel or its sub-processors solely within the scope of performance of the Services as approved by the Client; in particular, personal data shall not be subject to any processing operation other than those provided for under this Agreement by a sub-processor or by any person acting under the authority of Degen Travel, except at the Client's request pursuant to instructions received from the data controller.

Transfers & Sub-processors

In order to perform its Services, Degen Travel is required to transfer personal data provided by the Client to sub-processors. Degen Travel shall be responsible for maintaining the record of personal data processing activities and shall ensure that the processing carried out on behalf of the Client is duly recorded.

Degen Travel undertakes to transfer to its sub-processors only the personal data strictly necessary for the performance of its Services, and to authorise them to process such data solely for the performance of the Services, the Service Commitments under the Agreement, or compliance with applicable legal or regulatory requirements.

Incident

Degen Travel undertakes to notify the Client within ten (10) business days of any incident that may have potentially affected the Client's personal data, as well as any personal data breach. In this context, Degen Travel shall provide the Client with all information available to it concerning the circumstances surrounding the security incident, including the nature and scope of the data affected, the number of data subjects concerned, the likely consequences, and the technical conditions under which the incident occurred.

Retention of Personal Data

The parties agree that upon completion of the Services, Degen Travel shall destroy all personal data transferred by the Client and provide proof thereof to the Client, unless legislation applicable to Degen Travel prevents the destruction of all or part of such personal data. In such case, Degen Travel guarantees that it shall ensure the confidentiality of the personal data and shall no longer actively process such data. Degen Travel also undertakes to return all data, files or manual records held.