



DATA PROCESSING AGREEMENT

June 2025

Introduction

This Data Processing Agreement (the **DPA**) forms an integral part with any Service Agreement/s (the **AGREEMENT**) entered into by CHAMP Cargosystems S.A., registered with the Luxembourg Trade and Companies Register under number B96736, having its registered office at 2, rue Edmond Reuter, L-5326 Contern, Luxembourg and/or any of its subsidiary or affiliated companies (**CHAMP**), and the **CUSTOMER** and/or any of its subsidiary or affiliated companies. Whilst providing the services set forth in the AGREEMENT (the **SERVICES**), CHAMP, acting in capacity as processor, will/may carry out acts of processing (the **PROCESSING**) on personal data (the **DATA**) on behalf of the CUSTOMER (acting in capacity as data controller). This DPA does also apply to acts of PROCESSING carried out by CHAMP in capacity of independent controller (e.g., as required to manage the AGREEMENT, for billing and accounting purposes, or as required for compliance with legal obligations applicable to CHAMP).

Personal data, processing, controller and processor have the same meaning in the DPA as in the EU General Data Protection Regulation 679/2016 (or its successors).

1 Terms

1. PROCESSING

1.1. The CUSTOMER has requested CHAMP, who has accepted, to provide the SERVICES. In this context, the CUSTOMER expressly requests CHAMP to carry out the acts of PROCESSING on the DATA (whether such DATA relates to the CUSTOMER's clients, prospects, business partners, affiliates, employees/staff, representatives or third-party individuals, together the DATA SUBJECTS) that are necessary to provide the SERVICES or otherwise comply with CHAMP's obligations under the AGREEMENT.

1.2. The PROCESSING will:

a) be applied to:

(i) DATA which are/will be/have been provided by the CUSTOMER to CHAMP and which it is required to provide CHAMP with for the provision of the SERVICES;

(ii) DATA which are/will be/have been provided to CHAMP by a third-party such as government agencies and resupplied to CUSTOMER by CHAMP, and DATA which are generated by the performance of the SERVICES (together CHAMP DATA), and

(iii) any other DATA category the CUSTOMER may instruct CHAMP to process from time to time, and

b) include the acts of PROCESSING as detailed in the AGREEMENT or in Appendix II or related documentation and any other acts of PROCESSING the CUSTOMER may instruct CHAMP to carry out from time to time.

1.3. CHAMP undertakes not to perform any act of PROCESSING nor to process the DATA for purposes other than delivering the SERVICES, performing its obligations under the AGREEMENT, complying with applicable law or otherwise as instructed by the CUSTOMER through documented instructions.

1.4. CHAMP undertakes to assist the CUSTOMER to the best of its ability in responding to:

a) personal data protection statutory or regulatory requirements applicable to the CUSTOMER (such as data protection impact assessments),

b) DATA SUBJECTS' requests or exercise of their statutory rights on their DATA,

c) the CUSTOMER's requests for information on the PROCESSING or PROCESSING conditions,

d) the CUSTOMER's auditor requests, audits or inspections, and

e) the CUSTOMER local authorities' (including data protection authority's) queries or audits.

In such case, CHAMP may charge reasonable additional fees (on a time and material basis based on then currently applicable CHAMP's tariffs) and expenses.

1.5. CUSTOMER undertakes to provide CHAMP with any information necessary for CHAMP to comply with its legal obligations under EU General Data Protection Regulation 679/2016 (or its successors) and local opener clauses and privacy laws, spontaneously or at least within 15 days from CHAMP's written request, by email addressed to the following address: dpo@champ.aero. In particular, CUSTOMER must provide CHAMP with any update regarding its name or contact details, or of its representative in the EU, if any.

2. SUBPROCESSING

2.1. CHAMP may not use providers and sub processors (the SUBPROCESSORS) whilst delivering services to the CUSTOMER unless those referred to in Appendix I on which the Parties has agreed on.

2.2. By exception to clause 2.1, CHAMP may appoint other SUBPROCESSORS subject to:

a) the SUBPROCESSORS providing sufficient guarantees to implement appropriate technical and organizational measures in such a manner that the processing will meet the requirements of the EU General Data Protection Regulation 679/2016 (or its successors),

b) informing the CUSTOMER beforehand in writing (email accepted),

- c) the CUSTOMER's not objecting against such appointment (on whichever grounds) within 2 (two) weeks of such information, and
- d) imposing on that other SUBPROCESSOR, in written, the same data protection obligations as set out in this DPA.

2.3. Subject to clause 2.2, the CUSTOMER hereby authorizes and instructs CHAMP to transfer DATA to SUBPROCESSORS, or to source DATA from SUBPROCESSORS as the case may be, and the latter to process the DATA.

2.4. The CUSTOMER agrees that where CHAMP engages a sub-processor in accordance with clauses 2.1. and 2.2. for carrying out specific processing activities (on behalf of the CUSTOMER) and those processing activities involve a transfer of personal data within the meaning of Chapter V of Regulation (EU) 2016/679, CHAMP and the sub-processor can ensure compliance with Chapter V of Regulation (EU) 2016/679 by using standard contractual clauses adopted by the Commission in accordance with of Article 46(2) of Regulation (EU) 2016/679 (the SCC). DATA may be transferred to the sub-processor provided that the conditions for the use of those standard contractual clauses are met. CHAMP shall provide the CUSTOMER with a copy of such sub-processor agreement and any subsequent amendments at the CUSTOMER's request.

3. SECURITY, CONFIDENTIALITY

3.1. CHAMP undertakes to, and procures that SUBPROCESSORS will, use exclusively personnel subject to a contractual or statutory confidentiality duty.

3.2. CHAMP undertakes to implement and maintain at all times, throughout the duration of the PROCESSING, technical and organizational security measures that are appropriate with respect to the nature of the PROCESSING and associated risks, and notably, depending on technical feasibility and the nature of the SERVICES:

- a) to ensure the ongoing confidentiality, integrity, availability and resilience of PROCESSING systems and related services,
- b) to ensure the ability to restore the availability and access to DATA in a timely manner in the event of a physical or technical incident,
- c) to regularly test, assess and evaluate the effectiveness of technical and organizational measures for ensuring the security of the PROCESSING.

A list of the technical and organizational measures on which the Parties agreed on is joined in Appendix III.

3.3. CHAMP undertakes to inform the CUSTOMER without undue delay after

having become aware of a personal data breach affecting the DATA and likely to result in a risk to the rights and freedoms of DATA SUBJECTS.

4. DATA TRANSFER-CHAMP AS A PROCESSOR

Any transfer of DATA to a country or international organization located outside the European Economic Area shall be made through the use of standard contractual clauses adopted by the European Commission pursuant to Article 46 of the GDPR (and for transfers out of the UK, the addition of an addendum to such standard contractual clauses, as approved by the UK Information Commissioners Office), provided the conditions for the use of those standard contractual clauses are met, in which case the standard contractual clauses (and addendum in the case of transfers out of the UK), apply to this Agreement, and the parties agree that the signing of this Agreement constitutes deemed signature and incorporation of those standard contractual clauses (and the appendices to same, see Appendix IV) as required: i) for controller to processor transfers; ii) for processor to processor transfers; and (iii) the addendum for transfers out of the UK (Appendix V).

5. DURATION, TERMINATION

5.1. The DPA enters into force on the date of the AGREEMENT and continues to produce effects until its automatic termination at the date of effective termination of the AGREEMENT. During this period, the DPA cannot be terminated unilaterally without cause.

5.2. At the termination of the AGREEMENT and subject to the CUSTOMER's instructions, CHAMP will, at the CUSTOMER's choice expressed in writing (e-mail accepted), delete or return all DATA to the CUSTOMER, and delete existing copies unless where DATA retention is strictly required by a statutory or regulatory obligation applicable to CHAMP, or where DATA belong to CHAMP (i.e. CHAMP DATA).

5.3. This Data Processing Agreement is available under the Legal section of the CHAMP Website. CHAMP will periodically update this file, as necessary. Any modifications shall not compromise the scope of the Agreement and, in case of significant changes (affecting the Customer's rights or obligations), CHAMP will notify the Customer accordingly. All updated versions will be available on CHAMP website, along with previous versions for reference.

Appendices:

- *Appendix I: List of Sub-processors*
- *Appendix II: Description of Transfers*
- *Appendix III: Technical and Organizational Measures*
- *Appendix IV: Data Transfer Agreement to a non-EU Country (EU Standard Contractual Clauses)*
- *Appendix V-UK Addendum for international transfers of personal data out of the EEA and UK*

CUSTOMER	
	<hr/> Company name
<hr/> Signature	
<hr/> Legal representative	
<hr/> Date	