

# Saga Shipping - Agent Services Data Protection Agreement

## Introduction

This Saga Shipping - Agent Services Data Protection Agreement ("DPA") applies to any individual or entity (hereinafter "Customer") who orders or utilizes any Services from Saga Shipping A/S (hereinafter "Saga Shipping"), involving the processing of personal data.

**By ordering and/or utilizing such Services, the Customer automatically accepts and commits to the terms and conditions of this DPA and thereby enters into a binding agreement with Saga Shipping regarding the processing of personal data.**

For purposes of this DPA "Services" consists of delivering the agent services, including but not limited to, providing emergency support, crew change, including lodging, transportation, and immigration formalities.

In the event of any conflict or inconsistency between the DPA Terms and any other terms in Customer's agreement, the DPA Terms shall prevail.

## Definitions

The following defined terms are used in this DPA:

"Customer Personal Data" means all data, including all text, sound, video, or image files, that are provided to Saga Shipping by, or on behalf of, Customer through use of the Service and which contains Personal Data.

"Data Protection Requirements" means the requirements as set out in GDPR.

"DPA Terms" means the terms in the DPA.

"GDPR" means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation).

"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.

"Services" means the Services provided by Saga Shipping.

"Subprocessor" means other processors used by Saga Shipping to process Customer Personal Data as described in Article 28 of the GDPR.

Lower case terms used but not defined in this DPA, such as "personal data breach", "processing", "controller", "processor", "profiling", "personal data", and "data subject" will have the same meaning as set forth in Article 4 of the GDPR, irrespective of whether GDPR applies.

## Compliance with Laws

Saga Shipping will comply with all laws and regulations applicable to its Services, including Data Protection Requirements.

Customer must comply with all laws and regulations applicable to its use of Services, including laws related to biometric data, confidentiality of communications, and Data Protection Requirements.

Customer is responsible for determining whether the Services are appropriate for storage and processing of information subject to any specific law or regulation and for using Services in a manner consistent with Customer's legal and regulatory obligations.

## Scope and Nature of Data Processing;

The DPA Terms applies to Services provided by Saga Shipping when Customer Personal Data is processed in environments controlled by Saga Shipping.

For purposes of this DPA, "to provide" Services consists of delivering the agent services, including but not limited to, providing emergency support, crew change, including lodging, transportation, and immigration formalities.

## Disclosure of Processed Data

Saga Shipping will not disclose or provide access to any Personal Data except: (1) as Customer directs; (2) as described in this DPA; or (3) as required by law.

Saga Shipping will not disclose or provide access to any Personal Data to law enforcement unless required by law. If law enforcement contacts Saga Shipping with a demand for Personal Data, Saga Shipping will attempt to redirect the law enforcement agency to request that data directly from Customer. If compelled to disclose or provide access to any Personal Data to law enforcement, Saga Shipping will promptly notify Customer and provide a copy of the demand unless legally prohibited from doing so.



Upon receipt of any other third-party request for Personal Data, Saga Shipping will promptly notify Customer unless prohibited by law. Saga Shipping will reject the request unless required by law to comply. If the request is valid, Saga Shipping will attempt to redirect the third party to request the data directly from Customer.

In support of the above, Saga Shipping may provide Customer's basic contact information to the third party.

#### **Processing of Personal Data; GDPR**

All Personal Data processed by Saga Shipping in connection with providing the Services is obtained directly from, or on behalf of, the Customer.

To the extent Saga Shipping is a processor or subprocessor of Personal Data subject to the GDPR, the parties agree to the following terms:

##### **Processor and Controller Roles and Responsibilities**

Customer and Saga Shipping agree that Customer is the controller of Personal Data and Saga Shipping is the processor of such data, except when Customer acts as a processor of Personal Data, in which case Saga Shipping is a sub-processor. When Saga Shipping acts as the processor or sub-processor of Personal Data, it will process Personal Data only on instructions from Customer. In any instance where the GDPR applies and Customer is a processor, Customer warrants to Saga Shipping that Customer's instructions, including appointment of Saga Shipping as a processor or sub-processor, have been authorized by the relevant controller.

In every instance, indemnification is constrained to the maximum extent permitted by the GDPR, encompassing both material and non-material damages. This provision specifically excludes consequential damages and any other damages that do not arise from Saga Shipping's violation of the GDPR.

##### **Data Subject Rights; Assistance with Requests**

Saga Shipping will make available to Customer, in a manner consistent with the functionality of the Services and Saga Shipping as a processor of Personal Data of data subjects, the ability to fulfill data subject requests to exercise their rights under the GDPR. If Saga Shipping receives a request from Customer's data subject to exercise one or more of its rights under the GDPR in connection with the Services for which Saga Shipping is a data processor or subprocessor, Saga Shipping will redirect the data subject to make its request directly to Customer. Customer will be responsible for responding to any such request. Saga Shipping shall comply with reasonable requests by Customer to assist with Customer's response to such a data subject request.

The data subject may only bring a claim under this DPA on an individual basis, and not part of a class, collective, group or representative action. Rights granted to data subjects under this DPA are personal to the data subject and may not be assigned.

#### **Data Security**

##### **Security Practices and Policies**

Saga Shipping will implement and maintain appropriate technical and organizational measures to protect Personal Data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, personal data transmitted, stored or otherwise processed.

##### **Data Access**

Saga Shipping maintains Access Control mechanisms described in the table entitled "Security Measures" in Appendix A.

##### **Customer Responsibilities**

Customer is solely responsible for making an independent determination as to whether the technical and organizational measures for Products and Services meet Customer's requirements, including any of its security obligations under applicable Data Protection Requirements. Customer acknowledges and agrees that the security practices and policies implemented and maintained by Saga Shipping provide a level of security appropriate to the risk with respect to its Personal Data.

##### **Auditing Compliance.**

Saga Shipping will promptly respond to Customer's reasonable audit instructions. Before the commencement of an audit, Customer and Saga Shipping will mutually agree upon the scope, timing, duration, control and evidence requirements, and fees for the audit, provided that this requirement to agree will not permit Saga Shipping to unreasonably delay performance of the audit. To the extent needed to perform the audit, Saga Shipping will make the processing systems, facilities and supporting documentation relevant to the processing of Customers Personal Data by Saga Shipping, its Affiliates, and its Subprocessors available. Such an audit will be conducted, during regular business hours, with reasonable advance notice to Saga Shipping, and subject to reasonable confidentiality procedures. Neither Customer nor the auditor shall have access to any data from Saga Shipping's other customers or to Saga Shipping systems or facilities not involved in providing the applicable Services. Customer is responsible for all costs and fees related to such audit, including all reasonable costs and fees for any and all time Saga Shipping expends for any such audit, in addition to the rates for services performed by Saga Shipping. If the audit report generated as a result of Customer's audit includes any finding of material non-compliance, Customer shall share such audit report with Saga Shipping and Saga Shipping shall promptly cure any material non-compliance.

## Security Incident Notification

If Saga Shipping becomes aware of a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Customer Personal Data while processed by Saga Shipping (each a "Security Incident"), Saga Shipping will promptly and without undue delay (1) notify Customer of the Security Incident; (2) investigate the Security Incident and provide Customer with detailed information about the Security Incident; (3) take reasonable steps to mitigate the effects and to minimize any damage resulting from the Security Incident.

Notification(s) of Security Incidents will be delivered to Customer by any means Saga Shipping selects, including via email. It is Customer's sole responsibility to ensure Customer maintains accurate contact information with Saga Shipping for each applicable Service. Customer is solely responsible for complying with its obligations under incident notification laws applicable to Customer and fulfilling any third-party notification obligations related to any Security Incident.

Saga Shipping shall make reasonable efforts to assist Customer in fulfilling Customer's obligation under GDPR Article 33 to notify the relevant supervisory authority and data subjects about such Security Incident.

Saga Shipping's notification of or response to a Security Incident under this section is not an acknowledgement by Saga Shipping of any fault or liability with respect to the Security Incident.

## Data Transfers and Location

Customer Personal Data that Saga Shipping processes on Customer's behalf may not be transferred to, or stored and processed in a geographic location except in accordance with the DPA Terms and the safeguards provided below in this section.

For the Services, Saga Shipping will store Customer Data at rest within The Kingdom of Denmark (Greenland and the Faroe Islands excluded).

## Data Retention and Deletion

Saga Shipping will retain Customer Personal Data for 6 months after expiration, termination or completion of the Services provided from Saga Shipping to the Customer. After the 6 months retention period ends, Saga Shipping will delete the Customer Personal Data, unless authorized under this DPA to retain such data.

Saga Shipping has no liability for the deletion of Customer Personal Data as described in this section.

## Processor Confidentiality Commitment

Saga Shipping will ensure that its personnel engaged in the processing of Customer Personal Data (i) will process such data only on instructions from Customer or as described in this DPA, and (ii) will be obligated to maintain the confidentiality and security of such data even after their engagement ends. Saga Shipping shall annually provide mandatory data privacy training to its employees with access to Customer Personal Data.

## Notice and Controls on use of Subprocessors

Saga Shipping may hire Sub-processors to provide certain limited or ancillary services on its behalf. Customer consents to this engagement. The above authorizations will constitute Customer's prior written consent to the subcontracting by Saga Shipping of the processing of Customer Personal Data.

Saga Shipping is responsible for its Sub-processors' compliance with Saga Shipping's obligations in this DPA. Saga Shipping sets-outs its sub-processor in Appendix C, which may be updated from time to time in Saga Shipping's discretion. When engaging any Sub-processor, Saga Shipping will ensure via a written contract that the Subprocessor may access and use Customer Personal Data only to deliver the services Saga Shipping has retained them to provide and is prohibited from using Customer Personal Data for any other purpose. Saga Shipping will ensure that Sub-processors are bound by written agreements that require them to provide at least the level of data protection required of Saga Shipping by the DPA, including the limitations on disclosure of Processed Data.

From time to time, Saga Shipping may engage new Sub-processors. Saga Shipping will give Customer written of any new Sub-processor at least 30 days in advance of providing that Sub-processor with access to Customer Personal Data.

## How to Contact Saga Shipping

If Customer believes that Saga Shipping is not adhering to its privacy or security commitments, Customer may contact customer support. Saga Shipping contact information is:

### Saga Shipping A/S

Oliekajen 7  
DK-9990 Skagen

P: +45 9844 3311

F: +45 9845 0029

24H service

E-mail : [saga@saga-shipping.dk](mailto:saga@saga-shipping.dk)

## Appendix A – Security Measures

Saga Shipping has implemented and will maintain for Customer Personal Data the following security measures, which in conjunction with the security commitments in this DPA, are Saga Shippings’s only responsibility with respect to the security of that data.

Domain	Practices
Organization of Information Security	<p><b>Security Ownership.</b> Saga Shipping has appointed one or more employees responsible for coordinating and monitoring the security rules and procedures.</p> <p><b>Security Roles and Responsibilities.</b> Saga Shipping personnel with access to Customer Personal Data are subject to confidentiality obligations.</p> <p>Saga Shipping retains its security documents pursuant to its retention requirements after they are no longer in effect.</p>
Asset Management	<p><b>Asset Handling.</b> Saga Shipping imposes restrictions on printing Customer Personal Data and has procedures for disposing of printed materials that contain such data.</p>
Human Resources Security	<p><b>Security Training.</b> Saga Shipping informs its personnel about relevant security procedures and their respective roles. Saga Shipping also informs its personnel of possible consequences of breaching the security rules and procedures.</p>
Communications and Operations Management	<p><b>Operational Policy.</b> Saga Shipping maintains security documents describing its security measures and the relevant procedures and responsibilities of its personnel who have access to Customer Personal Data.</p> <p><b>Malicious Software.</b> Saga Shipping has anti-malware controls to help avoid malicious software gaining unauthorized access to Customer Personal Data.</p>
Access Control	<p><b>Access Policy</b> Technical support personnel are only permitted to have access to Customer Personal Data when needed. Saga Shipping restricts access to Customer Personal Data to only those individuals who require such access to perform their job function.</p> <p><b>Authentication</b> Where authentication mechanisms are based on passwords, Saga Shipping requires that the passwords are renewed regularly. Where authentication mechanisms are based on passwords, Saga Shipping requires the password to be at least fourteen characters long.</p>
Information Security Incident Management	<p><b>Incident Response Process.</b> Saga Shipping maintains a record of security breaches with a description of the breach, the time period, the consequences of the breach, and to whom the breach was reported. For each security breach that is a Security Incident, notification by Saga Shipping (as described in the “Security Incident Notification” section above) will be made without undue delay and, in any event, within 48 hours.</p>

## Appendix B – Data Subjects and Categories of Personal Data

**Data subjects:** Data subjects include the Customer's employees, contractors, collaborators, and customers of the Customer. Saga Shipping acknowledges that, depending on Customer's use of the Services, Customer may elect to include personal data from any of the following types of data subjects in the personal data:

- Data exporter's collaborators/contact persons (natural persons) or employees, contractors or temporary workers of legal entity collaborators/contact persons (current, prospective, former);
- Stakeholders or individuals who passively interact with data exporter (e.g., because they are the subject of an investigation, research or mentioned in documents or correspondence from or to the data exporter);
- Minors; or
- Professionals with professional privilege (e.g., doctors, lawyers, notaries, religious workers, etc.).

**Categories of data:** The personal data that is included in e-mail, documents and other data in an electronic form in the context of the Services. Saga Shipping acknowledges that, depending on Customer's use of the Services, Customer may elect to include personal data from any of the following categories in the personal data:

- Basic personal data (for example place of birth, street name and house number (address), postal code, city of residence, country of residence, mobile phone number, first name, last name, initials, email address, gender, date of birth), including basic personal data about family members and children;
- Contact information (for example addresses, email, phone numbers, social media identifiers; emergency contact details);
- Unique identification numbers and signatures (for example Social Security number, bank account number, passport and ID card number, driver's license number and vehicle registration data, IP addresses, employee number, student number, patient number, signature, unique identifier in tracking cookies or similar technology);
- Financial and insurance information (for example insurance number, bank account name and number, credit card name and number, invoice number, income, type of assurance, payment behavior, creditworthiness);
- Citizenship and residency information (for example citizenship, naturalization status, marital status, nationality, immigration status, passport data, details of residency or work permit);
- Information processed for the performance of a task carried out in the public interest or in the exercise of an official authority;
- Special categories of data (for example racial or ethnic origin, religious or philosophical beliefs, data concerning health, or data relating to criminal convictions or offences); or
- Any other personal data identified in Article 4 of the GDPR.



## Appendix C – List of Sub-processors

<b>No.</b>	<b><i>Sub-processor</i></b>	<b><i>Nature of processing</i></b>	<b><i>Location</i></b>
1.	Wrist Ship Supply A/S	<i>Exchange Servers (Outlook). Hosted on local exchange server in own data center.</i>	Stigsborgvej 60, 9400 Nørresundby.