



AIRSCREAM UK LIMITED - DATA SHARING AGREEMENT

AIRSCREAM UK LIMITED (UK company number: 11368960), ("**AIRSCREAM**", "**we**", "**us**", "**our**").

BACKGROUND

- (A) This Data Sharing Agreement ("**Agreement**") sets out the terms under which personal data is shared between AIRSCREAM and third-party exclusive or non-exclusive distributors or resellers (each a "**Distributor**" or "**Reseller**") in connection with the performance of a Distribution Agreement or Reseller Agreement entered into between AIRSCREAM and such party (each a "**Party**" and together the "**Parties**").
- (B) The Parties agree to share the Personal Data with the Data Receiver on terms set out in the Agreement.
- (C) The Data Receiver agrees to use the Personal Data within the United Kingdom ("**UK**") and the European Economic Area on the terms set out in this Agreement.

AGREED TERMS

1. Interpretation

The following definitions and rules of interpretation apply in this Agreement.

1.1 Definitions:

Agreed Purpose	has the meaning given in clause 2 (Purpose of Data Sharing) of this Agreement.
Business Day	a day other than a Saturday, Sunday, or public holiday in England when banks in London are open for business.
Commencement Date	as defined in the relevant Distribution Agreement or Reseller Agreement (exclusive or non-exclusive) executed by the Parties.
Deletion Procedure	has the meaning given to it in clause 8.3 of this Agreement and as set out in Annex 1.
Data Protection Legislation	all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426) as amended; and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications).
Distribution Agreement	an agreement between AIRSCREAM and a Distributor, whether exclusive or non-exclusive, laying out the



commercial relationship of the Parties and which binds the Parties by reference to this agreement on signing.

EU GDPR	the General Data Protection Regulation ((EU) 2016/679).
UK GDPR	has the meaning given in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.
Personal Data Breach	a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Shared Personal Data.
Reseller Agreement	an agreement between AIRSCREAM and a Reseller, laying out the commercial relationship of the Parties and which binds the Parties by reference to this agreement on signing.
Shared Personal Data	the Personal Data to be shared between the Parties under clause 5 of this Agreement.
Subject Rights Request	the exercise by a data subject of their rights under the Data Protection Legislation.
Supervisory Authority	the relevant supervisory authority in the territories where the Parties to this Agreement are established (other than the Information Commissioner).
Term	the duration of the sharing of personal data between the Parties as laid out under the Distribution Agreement under clause 3 and Annexure 1.

- 1.2 **Controller, Processor, Information Commissioner, Data Subject and Personal Data, Processing and appropriate technical and organisational** measures shall have the meanings given to them in the Data Protection Legislation.
- 1.3 This is a free-standing Agreement that does not incorporate commercial business terms established by the Parties under separate commercial arrangements.
- 1.4 Clause, Schedule, and paragraph headings shall not affect the interpretation of this Agreement.
- 1.5 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.7 A reference to a company shall include any company, corporation, or other body corporate, wherever and however incorporated or established.



- 1.8 A reference to a legislation or legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.
 - 1.9 References to clauses and Schedules are to the clauses and Schedules of this Agreement and references to paragraphs are to paragraphs of the relevant Schedule.
 - 1.10 Any words following the terms including, include, in particular or for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase, or term preceding those terms.
 - 1.11 In the case of any ambiguity between any provision contained in the body of this Agreement and any provision contained in the Schedules, the provision in the body of this Agreement shall take precedence.
 - 1.12 A reference to writing or written includes fax and email.
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2. Purpose of the Data Sharing

- 2.1 This Agreement sets out the framework for the sharing of Personal Data when one of the Party (the **Data Discloser**) discloses Personal Data to the other Party (the **Data Receiver**).
- 2.2 The Parties consider this data sharing initiative necessary and proportionate to allow the Parties to effectively perform their obligations under the Distribution Agreement or Reseller Agreement (as the case may be).
- 2.3 The aim of the data sharing initiative is to allow personal information to be shared and protected through the course of the Distribution Agreement or Reseller Agreement (as the case may be).
- 2.4 It is fair as it will benefit the Parties by allowing the sharing of information between the Parties, their employees and customers allowing for business efficiencies, whilst not unduly infringing the Data Subjects' fundamental rights, freedoms, and interests by being proportionate and bringing consumer gains to them as end users.
- 2.5 The Parties agree to only Process Shared Personal Data, as described in clause 5.1, for the following purposes:
 - 2.5.1 to allow the Parties to manage and fulfil their obligations under the Distribution Agreement;
 - 2.5.2 to allow for order processing, delivery coordination, customer service, marketing activities (where legally permissible), compliance with legal and regulatory requirements, and performance analysis, to the benefit of the customer and the Parties. For the avoidance of doubt, where a Distributor or Reseller operates its own e-commerce platform for sales or distribution purposes under a Distribution Agreement or Reseller Agreement, such Distributor or Reseller shall act as an independent controller for all personal data collected via such platform unless otherwise expressly agreed in writing.



- 2.6 The Parties shall not Process Shared Personal Data in a way that is incompatible with the purposes described in this clause (**Agreed Purpose**).
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3. **Roles of the Parties**

- 3.1 Each Party shall act as an independent data Controller in respect of the personal data it processes under this Agreement.
- 3.2 This Agreement does not establish a controller-to-processor relationship between the Parties.
- 3.3 Each Party acknowledges that it acts as an independent data Controller for any personal data it collects directly from customers in connection with its own business operations, including but not limited to customer relationship management, marketing, sales, and support activities conducted independently from this Agreement. AIRSCREAM shall not be responsible for any processing of customer personal data carried out solely by the Distributor or Reseller outside of joint activities contemplated by this Agreement.
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4. **Compliance with Data Protection Laws**

- 4.1 Each Party shall comply with its obligations under applicable Data Protection Legislation, at all times during the Term of this Agreement.
- 4.2 In the event the data protection law or approach to compliance of the UK and a third-country conflict, the requirements of the country that necessitates stricter or additional requirements to protect data subjects' privacy and Shared Personal Data shall be applied.
- 4.3 Each Party has such valid registrations and has paid such fees as are required by the Information Commissioner or its national Supervisory Authority which, by the time that the data sharing is expected to commence, covers the intended data sharing pursuant to this Agreement, unless an exemption applies.
- 4.4 The Data Discloser shall ensure that before the Commencement Date, Shared Personal Data is accurate and that it has appropriate internal procedures in place for the Data Receiver to sample Shared Personal Data prior to the Commencement Date and it will update the same if required prior to transferring the Shared Personal Data.
- 4.5 Shared Personal Data must be limited to the Personal Data described in clause 5.1 and clause 5.2 of this Agreement.
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5. **Shared Personal Data**

- 5.1 The following types of Personal Data will be shared between the Parties during the Term of this Agreement:
- 5.1.1 Names;



- 5.1.2 Email addresses;
 - 5.1.3 Contact details (including addresses), bank details, department affiliation (commercial, legal, customer service, finance), and other categories as operationally required; and
 - 5.1.4 Where applicable, Personal Data collected from potential customers or business contacts obtained through trade fairs, exhibitions, marketing events, or other legitimate business development activities, limited to professional contact details and related business information necessary for follow-up or commercial engagement
- 5.2 The Shared Personal Data must not be irrelevant or excessive with regard to the Agreed Purposes.
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6. Data Quality

- 6.1 The Data Discloser shall ensure that before the Commencement Date, Shared Personal Data is accurate and that it has appropriate internal procedures in place for the Data Receiver to sample Shared Personal Data prior to the Commencement Date and it will update the same if required prior to transferring the Shared Personal Data.
 - 6.2 Shared Personal Data must be limited to the Personal Data described in clause 5.1 and clause 5.2 of this Agreement.
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7. Lawful, fair and transparent processing

- 7.1 Each Party shall ensure that it processes the Shared Personal Data fairly and lawfully in accordance with clause 7.2 during the Term of this Agreement.
- 7.2 Each Party shall ensure that it has legitimate grounds under the Data Protection Legislation for the Processing of Shared Personal Data.
- 7.3 The Parties each agree to provide such assistance as is reasonably required to enable the other Party to comply with Subject Rights Requests within the time limits imposed by the Data Protection Legislation.
- 7.4 The Data Discloser shall, in respect of Shared Personal Data, ensure that it provides clear and sufficient information to the Data Subjects, in accordance with the Data Protection Legislation, of the purposes for which it will process their Personal Data, the legal basis for such purposes and such other information as is required by the Data Protection Legislation including:
 - 7.4.1 if Shared Personal Data will be transferred to a third party, that fact and sufficient information about such transfer and the purpose of such transfer to enable the Data Subject to understand the purpose and risks of such transfer; and
 - 7.4.2 if Shared Personal Data will be transferred outside the UK pursuant to clause 7.3 of this Agreement, that fact and sufficient information about such



transfer, the purpose of such transfer and the safeguards put in place by the Controller to enable the Data Subject to understand the purpose and risks of such transfer.

8. Data retention and deletion

- 8.1 The Data Receiver shall not retain or process Shared Personal Data for longer than is necessary to carry out the Agreed Purpose.
 - 8.2 Notwithstanding clause 8.1, the Parties shall continue to retain Shared Personal Data in accordance with any statutory or professional retention periods applicable in their respective countries and / or industry.
 - 8.3 The Data Receiver shall ensure that any Shared Personal Data is returned to the Data Discloser or destroyed in accordance with an agreed Deletion Procedure, to be agreed between the Parties, in the following circumstances:
 - 8.3.1 on termination of its involvement in the Distribution Agreement;
 - 8.3.2 on expiry of the Term of the Distribution Agreement; or
 - 8.3.3 once Processing of the Shared Personal Data is no longer necessary for the purposes it was originally shared for, as set out in clause 2.3.
 - 8.4 Following the deletion of Shared Personal Data in accordance with clause 8.3, the Data Receiver shall notify the Data Discloser that the Shared Personal Data in question has been deleted in accordance with the Deletion Procedure to this Agreement.
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9. Transfers and International Data Transfers

- 9.1 For the purposes of this clause, transfers of Personal Data shall mean any sharing of Personal Data by the Data Receiver with a third party, and shall include the following:
 - 9.1.1 subcontracting the processing of Shared Personal Data;
 - 9.1.2 granting a third party Controller access to the Shared Personal Data.
- 9.2 If the Data Receiver appoints a third party Processor to Process the Shared Personal Data it shall comply with the relevant provisions of the Data Protection Legislation and shall remain liable to the Data Discloser for the acts and/or omissions of the Processor.
- 9.3 The Data Receiver may not transfer Shared Personal Data to a third party located outside the UK unless it;
 - 9.3.1 complies with the provisions of the Data Protection Legislation in the event the third party is a joint controller; and



- 9.3.2 ensures that (i) the transfer is to a country approved under the applicable Data Protection Legislation as providing adequate protection; or (ii) there are appropriate safeguards or binding corporate rules in place pursuant to the applicable Data Protection Legislation; or (iii) the transferee otherwise complies with the Data Receiver's obligations under the applicable Data Protection Legislation by providing an adequate level of protection to any Shared Personal Data that is transferred; or (iv) one of the derogations for specific situations in the applicable Data Protection Legislation applies to the transfer.
- 9.4 If personal data is transferred outside the UK, each Party shall ensure that appropriate safeguards are in place in accordance with Data Protection Legislation, such as the UK International Data Transfer Agreement ("**IDTA**") or another valid transfer mechanisms.
- 9.5 For all data transfers out of the UK, where required by applicable law, such transfers shall be subject to an executed IDTA, or other appropriate safeguard as recognised under UK law.
- 9.6 Each Party remains solely responsible for the lawfulness of its own international transfers.
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10. **Security and training**

- 10.1 The Data Discloser shall only provide the Shared Personal Data to the Data Receiver by using secure methods as agreed.
- 10.2 The Parties undertake to have in place throughout the Term of this Agreement appropriate technical and organisational security measures to:
- 10.2.1 prevent:
- (a) unauthorised or unlawful processing of the Shared Personal Data; and
 - (b) the accidental loss or destruction of, or damage to, the Shared Personal Data
- 10.2.2 ensure a level of security appropriate to:
- (a) the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage; and
 - (b) the nature of the Shared Personal Data to be protected.
- 10.3 The level of technical and organisational measures agreed by the Parties as appropriate as at the Commencement Date having regard to the state of technological development and the cost of implementing such measures. The Parties shall keep such security measures under review and shall carry out such updates as they agree are appropriate throughout the Term of this Agreement.
- 10.4 It is the responsibility of each Party to ensure that its staff members are appropriately trained to handle and process the Shared Personal Data in accordance with the



technical and organisational security measures together with any other applicable Data Protection Legislation and guidance and have entered into confidentiality agreements relating to the Processing of Personal Data.

- 10.5 The level, content and regularity of training referred to in clause 10.4 shall be proportionate to the staff members' role, responsibility and frequency with respect to their handling and Processing of the Shared Personal Data.

11. **Data Subject Rights and Cooperation**

- 11.1 Each Party shall be individually responsible for responding to data subject rights requests in respect of the personal data it controls.
- 11.2 Where reasonably required, the Parties shall cooperate with each other in responding to such requests and in fulfilling their respective obligations under applicable data protection law.
- 11.3 Each Party is responsible for maintaining a record of Subject Rights Requests, the decisions made and any information that was exchanged. Records must include copies of the request for information, details of the data accessed and shared and where relevant, notes of any meeting, correspondence or phone calls relating to the request.

12. **Personal data breaches and reporting procedures**

- 12.1 The Parties shall each comply with its obligation to report a Personal Data Breach to the Information Commissioner or appropriate Supervisory Authority and (where applicable) Data Subjects under the Data Protection Legislation and shall each inform the other Party of any Personal Data Breach irrespective of whether there is a requirement to notify the Information Commissioner or any Supervisory Authority or Data Subject(s).
- 12.2 The Parties agree to provide reasonable assistance as is necessary to each other to facilitate the handling of any Personal Data Breach in an expeditious and compliant manner.

13. **Review and termination of this Agreement**

- 13.1 The effectiveness of this data sharing initiative will be reviewed upon renewal or extension of any underlying Distribution Agreement or Reseller Agreement or upon addition or removal of a party. The Parties shall continue, amend or terminate this Agreement depending on the outcome of this review.
- 13.2 The review of the effectiveness of the data sharing initiative will involve:
- 13.2.1 assessing whether the purposes for which the Shared Personal Data is being processed are still the ones listed in clause 2.4 of this Agreement;



- 13.2.2 assessing whether the Shared Personal Data is still as listed in clause 5.1 and clause 5.2 of this Agreement;
 - 13.2.3 assessing whether the legal framework governing data quality, retention, and data subjects' rights are being complied with; and
 - 13.2.4 assessing whether Personal Data Breaches involving the Shared Personal Data have been handled in accordance with this Agreement and the applicable legal framework.
- 13.3 Each Party reserves its rights to inspect the other Party's arrangements for the Processing of Shared Personal Data and to terminate its involvement in this Agreement where it considers that the other Party is not Processing the Shared Personal Data in accordance with this Agreement.
- 13.4 The Distributor or Reseller shall not be able to terminate the Agreement and the Agreement shall run for as long as Personal Data is shared under the Distribution Agreement or Reseller Agreement (as applicable).
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14. **Breach Notification**

- 14.1 Each Party shall notify the other of any breach in writing without undue delay upon becoming aware of a personal data breach affecting shared personal data.
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15. **Resolution of disputes with data subjects and the Information Commissioner**

- 15.1 In the event of a dispute, complaint or claim brought by a Data Subject or the Information Commissioner or a Supervisory Authority concerning the processing of Shared Personal Data against either or both Parties, the Parties will inform each other in writing about any such disputes, complaints or claims, and will cooperate with a view to settling them amicably in a timely fashion.
- 15.2 The Parties agree to respond to any generally available non-binding mediation procedure initiated by a Data Subject or by the Information Commissioner or by a Supervisory Authority. If they do participate in the proceedings, the Parties may elect to do so remotely (such as by telephone or other electronic means). The Parties also agree to consider participating in dispute resolution proceedings developed for data protection disputes.
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16. **Indemnity**

- 16.1 The Data Discloser and Data Receiver undertake to indemnify each other and hold each other harmless from any cost, charge, damages, expense or loss which they cause each other as a result of their breach of any of the provisions of this Agreement, except to the extent that any such liability is excluded under clause 18.2.



17. Allocation of cost

- 17.1 Each Party shall perform its obligations under this Agreement at its own cost.
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18. Limitation of liability

- 18.1 Nothing in this Agreement limits any liability for:
- 18.1.1 fraud or fraudulent misrepresentation;
 - 18.1.2 death or personal injury caused by negligence;
 - 18.1.3 a breach of any obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); or
 - 18.1.4 any liability that cannot legally be limited.
- 18.2 Subject to clause 18.1, neither Party shall in any circumstances be liable whether in contract, tort (including for negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, for:
- 18.2.1 any loss (whether direct or indirect) of profits, business, business opportunities, revenue, turnover, reputation or goodwill;
 - 18.2.2 loss (whether direct or indirect) of anticipated savings or wasted expenditure (including management time); or
 - 18.2.3 any loss or liability (whether direct or indirect) under or in relation to any other contract.
- 18.3 Clause 18.2 shall not prevent claims, for:
- 18.3.1 direct financial loss that are not excluded under any of the categories set out in clause 18.2.1; or
 - 18.3.2 tangible property or physical damage.
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19. Waiver

- 19.1 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- 19.2 A delay or failure to exercise, or the single or partial exercise of, any right or remedy does not waive that or any other right or remedy, nor does it prevent or restrict the further exercise of that or any other right or remedy.
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20. **Severance**

- 20.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.
- 20.2 If any provision or part-provision of this Agreement is deemed deleted under clause 20.1, the Parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
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21. **Further assurance**

- 21.1 At its own expense, each Party shall and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Agreement.
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22. **Force majeure**

- 22.1 Neither Party shall be liable for any delay or failure in the performance of its obligations for so long as and to the extent that such delay or failure results from events, circumstances or causes beyond its reasonable control. If the period of delay or non-performance continues for 30 days, the Party not affected may terminate this Agreement by giving not less than 5 days' written notice to the affected Party.
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23. **Rights and remedies**

- 23.1 The rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.
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24. **Entire agreement**

- 24.1 This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between them, whether written or oral, relating to its subject matter.
- 24.2 Each Party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.
- 24.3 Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.



25. Notice

- 25.1 A notice given to a Party under or in connection with this Agreement shall be in writing and addressed to the other Party.
- 25.2 This clause 25.2 sets out the delivery methods for sending a notice to a Party under this Agreement and, for each delivery method, the date and time when the notice is deemed to have been received:
- 25.2.1 if delivered by hand, at the time the notice is left at the address;
 - 25.2.2 if sent by pre-paid first-class post or other next working day delivery service providing proof of postage, at 9.00 am on the second Business Day after posting;
 - 25.2.3 if sent by pre-paid airmail providing proof of postage, at 9:00am on the fifth Business Day after posting;
 - 25.2.4 if sent by email, at the time of transmission; or
 - 25.2.5 if sent by document exchange (DX), at 9:00am on the second Business Day after being put into the DX.
- 25.3 If deemed receipt under clause 25.2 would occur outside business hours in the place of receipt, it shall be deferred until business hours resume. In this clause 25.3, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- 25.4 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

26. Governing Law and Jurisdiction

- 26.1 Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims), arising out of or in connection with this Agreement or its subject matter or formation.
- 26.2 This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

27. Amendments

- 27.1 If during the Term of this Agreement the Data Protection Legislation changes in a way that the Agreement is no longer adequate for the purpose of governing lawful data sharing exercises, we may update this Agreement from time to time.



27.2 The current version will always be available at <https://corporate.airscreamuk.com/corporate-governance/>.

27.3 Material changes will be notified to Distributors and/or Resellers with 30 days' notice where reasonably practicable. For clarity, any update or amendment to this Agreement shall be deemed communicated and binding on the Distributor and/or the Reseller upon publication at the specified URL, provided that we shall use reasonable efforts to notify Distributors of material changes by email or other direct communication, where practicable.

28. **Contact**

28.1 For questions about this Agreement or how we handle personal data, please contact the following person:

Name : Jay Wang

Title : Data Protection Officer (DPO)

Email : dpo@airscreamuk.com

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Annex 1

DELETION PROCEDURE

1. Purpose

- 1.1. This Deletion Procedure sets out the process for securely returning or deleting Shared Personal Data when it is no longer required under the Agreement.

2. Trigger Events for Deletion or Return

- 2.1. The Data Receiver shall return or permanently delete all Shared Personal Data in its possession, custody or control in the following circumstances:
 - 2.1.1. On termination or expiry of the Agreement;
 - 2.1.2. Once the processing of the Shared Personal Data is no longer necessary for the purposes set out in the Agreement; or
 - 2.1.3. Upon written request by the Data Discloser, where retention is no longer required by applicable law.

3. Method of Deletion

- 3.1. Electronic records shall be securely deleted in a manner that ensures they cannot be recovered, (e.g., secure erasure or cryptographic wipe).
- 3.2. Where deletion is not technically feasible, the Data Receiver shall:
 - 3.2.1. Place the Shared Personal Data beyond use; and
 - 3.2.2. Ensure it is not accessed, processed, or disclosed for any purpose other than for legal or regulatory compliance.

4. Confirmation of Deletion

- 4.1. Following deletion or return of the Shared Personal Data, the Data Receiver shall provide the Data Discloser with written confirmation that the Shared Personal Data has been securely deleted or returned in accordance with this Deletion Procedure.
- 4.2. This confirmation shall be provided within 15 Business Days of completion of deletion or return.

5. Retention for Legal Purposes

- 5.1. If the Data Receiver is required by applicable law to retain any Shared Personal Data after the expiry or termination of the Agreement, it shall:
 - 5.1.1. Notify the Data Discloser of the legal basis for retention; and
 - 5.1.2. Continue to protect the retained data in accordance with the Agreement until its secure deletion.