# DATA SHARING AGREEMENT

# RECITALS:

* 1. The parties acknowledge and agree that in certain circumstances GNI will disclose GNI Personal Data to the Shipper, in the Shipper’s capacity as a data controller, for use by the Shipper, on its own behalf as data controller, for the Shipper Purposes.
  2. The parties acknowledge and agree that in certain circumstances the Shipper will disclose Shipper Personal Data to GNI, in GNI’s capacity as a data controller, for use by GNI, on its own behalf as data controller, for the GNI Purposes.
  3. The parties have entered into this Ancillary Agreement (as defined in the Code) (the “**Agreement**”) to:

1. supplement the Code;
2. ensure that each party complies with its respective obligations under the Data Protection Law in respect of:
   1. the disclosure by the Shipper of the Shipper Personal Data to GNI for use by GNI for the GNI Purposes; and
   2. the disclosure by GNI of the GNI Personal Data to the Shipper for use by the Shipper for the Shipper Purposes.
   3. In consideration of the undertakings and obligations of GNI and the Shipper as set out herein the parties **AGREE** as follows:

# DEFINITIONS

“**Code**” shall mean the Code of Operations Version 5.01 (as amended, updated or replaced from time to time).

“**Data Protection Law**” shall mean:

1. the Data Protection Acts 1988 and 2003, unless and, in that case, only to the extent, repealed;
2. on and from 25 May 2018, the Data Protection Act 2018 (implementing the GDPR); and
3. all other data protection laws and laws relating to the data and information of individuals in force or applicable in Ireland from time to time.

“**Disclosed Personal Data**” means, as the context so admits or requires:

1. any GNI Personal Data disclosed by GNI to the Shipper pursuant to clause 3.1(a); or
2. any Shipper Personal Data disclosed by the Shipper to GNI pursuant to clause 3.1(b).

“**Disclosing Controller**” means, as the context so admits or requires:

1. GNI with respect to any GNI Personal Data disclosed by it to the Shipper pursuant to clause 3.1(a); or
2. the Shipper with respect to any Shipper Personal Data disclosed by it to GNI pursuant to clause 3.1(b).

“**GDPR**” means the General Data Protection Regulation (Regulation (EU) 2016/679).

“**GNI Personal Data**” means the Personal Data in respect of which GNI is the data controller and which is disclosed by GNI to the Shipper, on a controller to controller basis, for use by the Shipper, on the Shipper’s own behalf as data controller, for the Shipper Purposes, as more particularly described in Schedule 2 under the heading “GNI Personal Data”.

“**GNI Purposes**” means the purposes for which GNI, in its capacity as a data controller, may use and process the Shipper Personal Data that is disclosed, on a controller to controller basis, to GNI by the Shipper, as more particularly described in Part 1 of Schedule 1 under the heading “GNI Purposes”.

“**Personal Data**”, “**data controller**”, and “**data processor**” shall each have the meanings set out in the Data Protection Law.

“**Permitted Purposes**” means:

1. with respect to any Shipper Personal Data received by GNI from the Shipper pursuant to clause 3.1(b), the GNI Purposes; or
2. with respect to any GNI Personal Data received by the Shipper from GNI pursuant to clause 3.1(a), the Shipper Purposes.

“**Receiving Controller**” means, as the context so admits or requires:

1. GNI with respect to any Shipper Personal Data received by it from the Shipper pursuant to clause 3.1(b); or
2. the Shipper with respect to any GNI Personal Data received by it from GNI pursuant to clause 3.1(a).

“**Shipper Personal Data**” means the Personal Data in respect of which the Shipper is the data controller and which is disclosed by the Shipper to GNI, on a controller to controller basis, for use by GNI, on GNI’s own behalf as data controller, for the GNI Purposes, as more particularly described in Schedule 1 under the heading “Shipper Personal Data”.

“**Shipper Purposes**” means the purposes for which the Shipper, in its capacity as a data controller, may use specific GNI Personal Data that is disclosed, on a controller to controller basis, to the Shipper by GNI, as more particularly described, with respect to specific sets of GNI Personal Data, in Schedule 2 under the heading “Shipper Purposes”.

“**Working Day**” means any day of the week excluding Saturdays, Sundays and bank and public holidays in Ireland.

1. **PRIORITY OF THE CODE**
   1. The parties agree that the provisions of this Agreement are subject always to the provisions of the Code. In the event of any conflict between the provisions of the Code and the provisions of this Agreement, the provisions of the Code shall prevail.
   2. The parties acknowledge and agree that any amendment to this Agreement shall be made in accordance with section 1 (Modifications), Part I (Legal and General) of the Code.

# DATA SHARING

* 1. Each party to this Agreement acknowledges and agrees that:
     1. GNI, in its capacity as data controller, will disclose the GNI Personal Data to the Shipper in the Shipper’s capacity as a data controller for use by the Shipper for the Shipper Purposes;
     2. the Shipper, in its capacity as data controller, will disclose the Shipper Personal Data to GNI in GNI’s capacity as a data controller for use by GNI for the GNI Purposes;
     3. for the purposes of Data Protection Law, the parties are independent data controllers and not joint data controllers in such regard;
     4. the Disclosing Controller warrants, subject to compliance by the Receiving Controller with its obligations under this clause 3, that:
        1. it has provided information to data subjects regarding the disclosure of the Disclosed Personal Data to the Receiving Controller for the Permitted Purposes; and
        2. the disclosure by the Disclosing Controller of the Disclosed Personal Data to the Receiving Controller for the Permitted Purposes does not, in and of itself, give rise to a breach of Data Protection Law by the Disclosing Controller;
     5. the Receiving Controller warrants, subject to the warranty given by the Disclosing Controller under clause 3.1(d), that the use and processing by the Receiving Controller of the Disclosed Personal Data for the Permitted Purposes does not give rise to a breach of Data Protection Law by the Receiving Controller;
     6. the Receiving Controller is granted by the Disclosing Controller a limited non-exclusive, non-transferable limited licence to use and process the Disclosed Personal Data for the purposes set out in this clause 3 and the Receiving Controller shall not obtain any right, title or interest in or to the Disclosed Personal Data or any other intellectual property of the Disclosing Controller other than the limited licence granted under this clause 3.1(f); and
     7. the Disclosing Controller provides the Disclosed Personal Data “as is” and “as available” and without any warranty, guarantee or assurance whatever as to the accuracy, relevance, condition, usefulness, completeness, availability or usability of the Disclosed Personal Data (and all implied terms, conditions, representations and warranties in connection with the Disclosed Personal Data are excluded to the fullest extent permitted by law).
  2. The parties shall implement the technical and organisational security measures set out in Schedule 3 in order to provide for the safe and secure transfer of the Shipper Personal Data and the GNI Personal Data from one party to the other.
  3. Each party agrees, in its capacity as a Receiving Controller (and data controller) of Disclosed Personal Data disclosed or provided to it by the Disclosing Controller, that:
     1. it will, as data controller, use and process the Disclosed Personal Data for only the Permitted Purposes and, if applicable, other purposes permitted by Data Protection Law and only in accordance with the Data Protection Law;
     2. it will, as data controller, comply with any obligations it may have under Data Protection Law to provide data subjects with information regarding its receipt and use of the Disclosed Personal Data for the Permitted Purposes and, if applicable, other purposes permitted by Data Protection Law for which it is used by the Receiving Controller;
     3. it will, as data controller, maintain written records of the processing activities in relation to the Disclosed Personal Data as are required under Data Protection Law (including Article 30 of the GDPR on and from 25 May 2018);
     4. it will, as data controller, comply with its obligations under Data Protection Law where a data subject exercises his or her rights in respect of the Disclosed Personal Data under Data Protection Law;
     5. it will not, as data controller, disclose the Disclosed Personal Data to any third party except in accordance with Data Protection Law;
     6. it will not, as data controller, transfer or host the Disclosed Personal Data outside the European Economic Area except in accordance with Data Protection Law;
     7. it will, as data controller, retain the Disclosed Personal Data for no longer than is necessary for the Permitted Purposes and, if applicable, such other purposes permitted by Data Protection Law for which it is used by the Receiving Controller and, once the Personal Data is no longer required for such purposes, it will, as data controller, securely and safely delete and destroy the Disclosed Personal Data controlled by it as a data controller;
     8. if it, as data controller, becomes aware that it has been provided with Disclosed Personal Data by the Receiving Controller by mistake or in error, to promptly notify the Disclosing Controller accordingly and, at the Disclosing Controller’s choice, securely and safely delete and destroy or return to the Disclosing Controller such Disclosed Personal Data;
     9. it will, as data controller, inform the Disclosing Controller if, prospectively, the Receiving Controller ceases to need to receive and use any, some or all of the Disclosed Personal Data for the Permitted Purposes; and
     10. it will, as data controller, implement such technical and organisational measures as are necessary to ensure appropriate security for the Disclosed Personal Data and to satisfy the security obligations imposed upon a controller under Data Protection Law (including protection against unauthorised or unlawful processing of Disclosed Personal Data and against accidental, unauthorised or unlawful loss, destruction, alteration, disclosure of, or damage or access to, Disclosed Personal Data transmitted, stored or otherwise processed).

The obligations of this clause 3.3 survive the expiration or termination of this Agreement for whatever reason.

* 1. Each party agrees, in its capacity as the Receiving Controller, that the Disclosing Controller, from time to time, may:
     1. with thirty (30) days prior written notice to the Receiving Controller; or
     2. in the event of any material breach by the Receiving Controller of any provision of this clause 3, immediately by notice to the Receiving Controller,

stop disclosing any, some or all of the Disclosed Personal Data to the Receiving Controller for the Permitted Purposes. The Disclosing Controller shall provide the Receiving Controller with reasonable details of its reason for doing so. If the Disclosing Controller stops disclosing any, some or all of the Disclosed Personal Data to the Receiving Controller pursuant to this clause, the Receiving Controller (without limiting or affecting the Receiving Controller’s responsibilities, obligations and liabilities under the Agreement and/or Data Protection Law):

* + 1. shall, in the event of termination pursuant to clause 3.4(b), do all that is necessary to bring itself into compliance with the provisions of this clause 3 and Data Protection Law; and
    2. as applicable:
       1. if and to the extent that the Receiving Controller promptly complies with clause 3.4(c), the Receiving Controller may continue to use any previously disclosed Disclosed Personal Data for the Permitted Purposes and, if applicable other purposes permitted by Data Protection Law in accordance with this Agreement; and
       2. if and to the extent that the Receiving Controller does not promptly comply with clause 3.4(c), the Receiving Controller shall, at the Disclosing Controller’s choice, securely and safely delete and destroy or return to the Disclosing Controller the Disclosed Personal Data concerned.
  1. Notwithstanding section 2.11.3, Part I of the Code, each party agrees that, in its capacity as the Disclosing Controller, it will indemnify the Receiving Controller fully against all costs, fines, penalties, losses, liabilities, damages, claims, demands and expenses suffered or incurred by the Receiving Controller which arise in any way from any breach by the Receiving Controller of Data Protection Law in respect of the Disclosed Personal Data as a result of any breach by the Disclosing Controller of the warranty in clause 3.1(d), except to the extent that the Receiving Controller was aware of the breach of that warranty at the time of receipt of the relevant Disclosed Personal Data. This indemnity survives the termination or expiration of this Agreement.
  2. Notwithstanding section 2.11.3, Part I of the Code, each party agrees that, in its capacity as the Receiving Controller, it will indemnify the Disclosing Controller fully against all costs, fines, penalties, losses, liabilities, damages, claims, demands and expenses suffered or incurred by the Disclosing Controller which arise in any way from any breach by the Disclosing Controller of Data Protection Law in respect of the Disclosed Personal Data as a result of the breach by the Receiving Controller of any of the provisions or warranties in clause 3, except to the extent that the breach of such provisions or warranties by the Receiving Controller was due to a breach by the Disclosing Controller of the warranty in clause 3.1(d) of which the Receiving Controller was not aware at the time of receipt of the relevant Disclosed Personal Data. This indemnity survives the termination or expiration of this Agreement.
  3. Each party agrees in its capacity as the Receiving Controller that, if the Disclosing Controller reasonably suspects on reasonable grounds that the Receiving Controller is not complying with its obligations under this clause 3, to allow and provide access for and contribute to audits, including inspections, conducted by the Disclosing Controller (or its authorised representative(s)) at reasonable times and on reasonable notice with respect to compliance with the Receiving Controller’s obligations under this clause 3.

1. **INTELLECTUAL PROPERTY**
   1. Each party, in its capacity as Disclosing Controller, warrants and represents to the Receiving Controller that the normal use and possession for the Permitted Purposes by the Receiving Controller of any Disclosed Personal Data disclosed to it by the Disclosing Controller pursuant to this Agreement does not infringe the copyright, sui generis database rights or other intellectual property rights of any person.
   2. Notwithstanding section 2.11.3, Part I of the Code, each party agrees in its capacity as the Disclosing Controller to indemnify the Receiving Controller fully against all costs, fines, penalties, losses, liabilities, damages, claims, demands and expenses suffered or incurred by the Receiving Controller arising out of or in connection with any breach of the warranty given by the Disclosing Controller pursuant to clause 4.1.
2. **INTERPRETATION**
   1. Any reference to any provision of any legislation includes any modification, amendment, re-enactment, extension or consolidation of the legislation together with any secondary legislation made under it for the time being in force. The masculine gender includes the feminine and neuter and the singular number include the plural and vice versa and words importing persons include firms or companies. Any headings to clauses are for convenience only and do not affect the meaning of this Agreement. Terms such as “including”, “in particular”, “such as”, and “for example” are not to be read as exhaustive, or to limit, but may extend the generality of the provisions to which they relate.
3. **NO WAIVER**
   1. The provisions of this Agreement may only be waived by a party in writing by express reference to this clause. A waiver by a party of any breach by the other party of any provision of this Agreement does not constitute a general waiver of such provision or of any subsequent act contrary to it. The failure or neglect by a party to enforce any provision of this Agreement is not (and shall not be deemed to be) a waiver of that party’s rights under this Agreement and does not prejudice that party’s right to take subsequent action in respect of such provision.
4. **RELATIONSHIP OF THE PARTIES**
   1. This Agreement does not in itself constitute any party the legal representative, employee, employer, joint venturer, partner or agent of the other party nor does any party or any successor of any party have the right or authority to assume, create or incur any liability or obligation of any kind expressed or implied against or in the name of or on behalf of any other party.
5. **ENTIRE AGREEMENT** 
   1. This Agreement, as an Ancillary Agreement (as defined in the Code), forms part of the entire agreement between the parties subject to, and in accordance with, section 12.8,Part I (Legal and General) of the Code.
6. **SEVERABILITY**
   1. If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed without effect to the remaining provisions.

**Schedule 1 - Disclosure of Shipper Personal Data to GNI**

**Part 1 - GNI Permitted Purposes**

GNI is permitted to use and process any Shipper Personal Data (except to the extent it includes special categories of personal data as more particularly described in Article 9(1) of the GDPR), disclosed to it by the Shipper:

* + 1. for one or more specific purposes where the data subject has given consent to GNI processing his or her personal data for those one or more specific purposes;
    2. where the processing is necessary for the performance of a contract to which the relevant data subject is a party or in order to take steps at the request of the data subject prior to entering into a contract;
    3. where the processing is necessary to protect the vital interests of the data subject or of another natural person;
    4. where the processing is necessary for compliance with any legal obligations to which GNI is subject; and/or
    5. where the processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in GNI.

GNI is permitted to use and process any Shipper Personal Data that includes special categories of personal data (as more particularly described in Article 9(1) of the GDPR) that is disclosed to it by the Shipper:

* + 1. for one or more specific purposes where the data subject has given his or her explicit consent to GNI processing the personal data for those one or more specified purposes;
    2. where the processing is necessary to protect the vital interests of the data subject or of another natural person where the data subject is physically or legally incapable of giving consent; and/or
    3. where the processing is necessary for reasons of substantial public interest; on the basis of EU or Irish law which is proportionate to the aim pursued, respects the essence of the right to data protection and provides for suitable and specific measures to safeguard the fundamental rights and interests of the data subject.

GNI may, in particular, use and process Shipper Personal Data to perform its regulatory and legal obligations and its obligations under any contracts with customers. It may also use Shipper Personal Data in connection with the investigation and/or prosecution of offences in accordance with the Energy (Miscellaneous Provisions) Act.

Some specific, but non-exhaustive, examples of GNI Permitted Purposes are set out below and also in Part 2 of this Schedule.

For the avoidance of doubt, GNI is permitted, in its capacity as data controller of any Shipper Personal Data received by it from the Shipper, to disclose any of the Shipper Personal Data, in accordance with Data Protection Law, to third parties including the relevant data subjects, Commission for Regulation of Utilities, An Garda Síochána, local and/or housing authorities, other shippers and other public bodies.

For example, GNI may provide:

* + 1. information to energy consultants working for a customer at the request of the relevant data subject, such as GPRN, historic consumption information, address and other information;
    2. information to the Sustainable Energy Authority of Ireland at the request of the relevant data subject, such as GPRN, historic consumption information, address and other information;
    3. information to the CSO and/or Revenue Commissioners where provided for by law, such as such as GPRN, historic consumption information, address and other information;

* + 1. information to local and/or housing authorities to enable them to comply with energy consumption reporting obligations with respect to premises owned by them, such as GPRN, address and historic consumption information and/or status / category;
    2. information to An Garda Síochána in connection with the investigation of an offence, such as name, GPRN, address and historic consumption information;
    3. GPRN listing for meter reading schedule to the market / Shippers so that Shippers know when to expect GNI meter reads for billing purposes;
    4. information to the Commission for Utilities Regulation where required by the Commission such as for regulatory purposes;
    5. GPRNs to Registered Gas Installers for certification purposes;
    6. status/outcome of meter tamper investigations for specific GPRN / addresses to Shippers;
    7. eligibility listing, GPRN, name, address and historic consumption of all industrial and commercial customers to all Shippers and/or the Commission for Utilities Regulation (though this does not involve the disclosure of Personal Data as it is corporate related information);
    8. information to a data subject in response to a data subject access request; and/or
    9. information to a third party advocating on behalf of a data subject (such as MABS, charities, councillors, solicitors, TDs etc) such as GPRN, name, address and other information.

**Part 2 – Shipper Personal Data**

1. **Customer debt flagging on change of shipper:**

**Shipper Personal Data:** When the Shipper is informed that a customer intends to change to another shipper, the Shipper may, as contemplated by the Code of Operations Version 5.01 (as amended, updated or replaced from time to time), provide to GNI details of any unpaid debts of the customer concerned (including the GPRN, customer name and address and unpaid debts).

**Examples of GNI Purposes:** Without limiting or affecting Part 1 of this Schedule 1, GNI is permitted to use and process such Shipper Personal Data, in connection with its function as the Transmission System Operator and/or Transmission System Owner, to:

* + 1. provide details of the customer’s debt to the proposed new shipper (including the GPRN, customer name and address and unpaid debts);
    2. analyse trends related to customer debt; and/or
    3. generate and disseminate reports (with aggregated data and statistics) for industry related to customer debts.

1. **Provision of information to shippers on a change of shipper request by a customer**

**Shipper Personal Data:** When the Shipper is informed that a customer intends to change to another shipper, the Shipper may, in order to facilitate the change of shipper, provide to GNI details related to the customer’s account (including the GPRN number, customer address, name of the customer).

**Examples of GNI Purposes:** Without limiting or affecting Part of 1 of this Schedule 1**,** GNI is permitted to use and process such Shipper Personal Data, in connection with its function as the Transmission System Operator and/or Transmission System Owner, to:

* + 1. provide details regarding the customer (including the GPRN number, customer address, name of the customer) to the new shipper for any purpose related to a change of shipper request by a customer;
    2. analyse trends related to customer switching; and
    3. generate and disseminate reports (with aggregated data and statistics) for industry related to customer switching.

1. **Facilitating the provision of enhanced services to vulnerable customers**

**Shipper Personal Data:** The Shipper may, as contemplated by Code of Operations Version 5.01 (as amended, updated or replaced from time to time), provide information regarding vulnerable customers to GNI (including GPRN, customer name and address, vulnerable customer category / status and details regarding why the customer is a vulnerable customer).

**Examples of GNI Permitted Purposes:** Without limiting or affecting Part 1 of this Schedule 1, GNI is permitted to use and process such Shipper Personal Data, in connection with its function as the Transmission System Operator and/or Transmission System Owner, to:

* + 1. facilitate the provision of enhanced services to vulnerable customers (including by flagging to a Shipper that a customer is a vulnerable customer on a change of Shipper or discussing the vulnerable customer with the relevant Shipper);
    2. analyse trends related to vulnerable customers; and/or
    3. generate and disseminate reports (with aggregated data and statistics) for industry related to vulnerable customers.

1. **Resolving meter mix ups involving incorrect address, meter serial numbers, end-user names or other relevant meter related issues.**

**Shipper Personal Data:** The Shipper may, on request by GNI, provide customer details to GNI to verify or amend customer details in respect of both owned and rented premises (such as address, meter serial numbers, end-user names or other relevant meter related data) held by GNI or another shipper.

**Examples of GNI Permitted Purposes:** Without limiting or affecting Part 1 of this Schedule 1, GNI is permitted to use and process such Shipper Personal Data to verify or correct details on GNI’s databases and/or to provide such Shipper Personal Data to another shipper to enable that shipper to verify or correct details on its database.

1. **Provision of information to shippers advising on the status of meter tamper investigations**

**Shipper Personal Data:** The Shipper may disclose to GNI details regarding suspected meter tampering, including the relevant GPRN and address.

**Examples of GNI Permitted Purposes:** Without limiting or affecting Part 1 of this Schedule, GNI is permitted to use and process such information for the purposes of investing suspected meter tampering and to provide information to Shipper as to the status and outcome of such investigations by reference to the relevant GPRN and address.

**Part 3 - Duration**

The duration of the data sharing arrangements between the parties is for as long as the Shipper is a registered Shipper pursuant to the Code.

# Schedule 2 - Disclosure of GNI Personal Data to Shipper

# Part 1 – GNI Personal Data and Shipper Purposes

1. **Customer debt flagging on change of shipper**

**GNI Personal Data:** GNI may, as contemplated by the Code of Operations Version 5.01 (as amended, updated or replaced from time to time), provide to the Shipper details of any unpaid debts of a customer that is seeking to move its contract to the Shipper (including the GPRN, customer name and address and unpaid debts).

**Shipper Purposes:** The Shipper may, to the extent permitted by Data Protection Law, use such GNI Personal Data to determine whether or not to accept the data subject as a customer.

1. **Provision of information to shippers on a change of shipper request by a customer**

**GNI Personal Data:** GNI may, as contemplated by the Code of Operations Version 5.01 (as amended, updated or replaced from time to time), provide to the Shipper details related to the new customer’s account (including the GPRN number, customer address, name of the customer) to facilitate the change of shipper.

**Shipper Purposes:** The Shipper may, to the extent permitted by Data Protection Law, use such GNI Personal Data in order to take steps at the request of the data subject prior to entering into a contract with the Shipper and for the performance of the contract to which the data subject is a party with the Shipper.

1. **Resolving meter mix ups involving incorrect address, meter serial numbers, IC end-user names or other relevant meter related issues**

**GNI Personal Data:** GNI may provide customer details to the Shipper so the Shipper can verify, and/or amend incorrect, customer details (such as address, meter serial numbers, IC end-user names or other relevant meter related data) held by the Shipper.

**Shipper Purposes:** The Shipper may, to the extent permitted by Data Protection Law, use such GNI Personal Data for the performance of a contract to which the data subject is a party with the Shipper and in order to take steps at the request of the data subject prior to entering into a contract with the Shipper

1. **Provision of GPRN listings to Shippers for the purposes of scheduling meter reads**

**GNI Personal Data:** GNI may disclose GPRN listing to the Shipper for the purpose of enabling the Shipper to schedule meter readings.

**Shipper Purpose:** The Shipper may, to the extent permitted by Data Protection Law, use the GPRN listing disclosed to it by GNI only for the purposes of scheduling the meter reading for the Shipper’s customers.

1. **Provision of Eligibility List**

**GNI Personal Data:** GNI may disclose the “Eligibility List”, which contains details of gas usage by customers, GPRN, name and address consumption, for the purpose of enabling the Shipper to list all industrial and commercial customers by category.

**Shipper Purpose:** The Shipper may, to the extent permitted by Data Protection Law, use any Personal Data contained within the “Eligibility List” for listing all IC customers by consumption category.

1. **Provision of information to shippers advising on the status of meter tamper investigations**

**GNI Personal Data:** GNI may disclose the GPRN, address, status/outcome of meter tamper investigation.

**Shipper Purpose:** The Shipper may, to the extent permitted by Data Protection Law, use this information only for purposes related to the performance and enforcement of its contract with the relevant customer.

1. **Facilitating the provision of enhanced services to vulnerable customers**

**GNI Personal Data:** GNI may, as contemplated by Code of Operations Version 5.01 (as amended, updated or replaced from time to time), provide information regarding vulnerable customers to a Shipper that has a contract with the customer concerned (including GPRN, customer name and address, vulnerable customer category / status and details regarding why the customer is a vulnerable customer).

**Shipper Purpose:** The Shipper may, to the extent permitted by Data Protection Law, use and process this information only to provide enhanced services to such vulnerable customer.

**Part 2 - Duration**

The duration of the data sharing arrangements between the parties is for as long as the Shipper is a registered Shipper pursuant to the Code.

**Schedule 3 - Security Measures for Data Sharing**

The Disclosing Controller and Receiving Controller shall ensure that wherever reasonably practicable the following requirements are met:

* + - * + The protection of all external internet gateways with appropriate firewalls and security patches and the conducting of appropriate vulnerability scanning on external internet gateways and significant findings remediated accordingly.
        + The protection of other external communications access routes (e.g. out of band internet or remote access) with appropriate measures in line with good industry practice.
        + The restriction of remote user access including appropriate user authentication and session encryption.
        + The restriction of, and procedures relating to, the transfer and storage of information outside of the logical security perimeter of the Disclosing Controller’s and Receiving Controller’s network (as appropriate) and where appropriate use of pseudonymisation and encryption technology to protect the Personal Data.
        + The putting into place of appropriate and current malware protection measures.
        + The putting into place of systems to facilitate ensuring the ongoing confidentiality, integrity, availability and resilience of processing systems and services and to allow regular testing, assessing and evaluation of the effectiveness of the technical and organisational measures.