

EUROSTAR INTERNATIONAL LIMITED

and

THE CORPORATE CLIENT

**EUROSTAR INTERNATIONAL LIMITED
CORPORATE AGREEMENT**

**Eurostar International Limited
6th Floor, Kings Place
90 York Way
London N1 9AG**

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**EUROSTAR INTERNATIONAL LIMITED
CORPORATE AGREEMENT**

THIS AGREEMENT is made BETWEEN:

- (1) EUROSTAR INTERNATIONAL LTD**, a company registered in England and Wales under company number 2462001 and having its registered office at 6th Floor, Kings Place, 90 York Way, London N1 9AG ("**E.I.L.**"); and
- (2) The CORPORATE CLIENT** that registers on Eurostar for Business (the "**Corporate Client**").

RECITALS

- A. E.I.L is an international train operating company providing the Eurostar international passenger train service between various European destinations.**
- B. The purpose of this Agreement is to set out the conditions and rates pursuant to which E.I.L shall for the time being provide tickets for the Eurostar train service to the Corporate Client for its Eligible Passengers for the Eurostar Routes as defined in Clause 1.**
- C. The Corporate Client has agreed to the terms and conditions set out in this Agreement by registering for Eurostar for Business.**

IT IS AGREED AS FOLLOWS:

GENERAL CONDITIONS OF AGREEMENT

1. DEFINITIONS

- 1.1. In this Agreement the following expressions shall have the following meanings assigned to them unless the context expressly provides otherwise:-

"Agreement"	means these terms and conditions and any schedules and/or appendices attached hereto or expressly included as part of the Agreement;
"Confidential Information"	has the definition set out in clause 10;
"Control or its derivatives"	means the beneficial ownership of more than 40% of the issued share capital of a company or the legal power to direct or cause the direction of the general management of the company;
"Controller"	has the meaning given to it under Data Protection Law;
"Data Protection Law"	means any applicable laws and regulations in any relevant jurisdiction relating to the use or processing of personal data including: (i) EU Regulation 2016/679 as it forms part of the law of England and Wales by virtue of section 3 of the European Union (Withdrawal) Act 2018 (the "UK GDPR"); (ii) the Data Protection Act 2018; and (iii) the Privacy and Electronic Communications (EC Directive) Regulations 2003, in each case, as updated, amended or replaced from time to time;
"Discounts"	means the discounts for each Eurostar Route as set out in Schedule 1 to be applied against E.I.L.'s corresponding public fares. Such agreed discounts apply irrespective of where a ticket for a Route has been booked;
"Eligible Passengers"	means employees, workers and directors of the Corporate Client and/or any Group Company using the Eurostar train services pursuant to this Agreement and any contractor of the Group Company client when the travel is paid for by the Group Company;
"Eurostar Group Company"	means in relation to EIL, any entity that directly or indirectly Controls, is Controlled by, or is under common Control with EIL from time to time. This includes THI Factory;
"Eurostar Routes"	means the Eurostar train routes (as set out in Schedule 1 to this Agreement, as applicable) when open to the public;
"E.I.L."	means Eurostar International Limited and includes its legal representatives, successors and assigns;
"Force Majeure Event"	means any event beyond the reasonable control of a party including acts of God, war, riot, epidemic, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction or any overriding emergency procedures of government or other competent authority, fire, flood, storm, or drought but excluding always breach of contract by subcontractors of the Corporate Client, and labour disputes;
"Group Company"	means any company which is from time to time: (i) the holding company of the Corporate Client (the "Holding Company"); (ii) a subsidiary of the Holding Company; (iii) a subsidiary of the Corporate Client; or (iv) a subsidiary of a company which falls within (ii) or (iii), subject to the following paragraph.

A company is a "subsidiary" of another company, its "holding

company", if that other company (a) holds 40% or more of the voting rights in it, or (b) is a member of it and has the sole right to appoint or remove 40% or more of its board of directors, or (c) is a member of it and controls alone, pursuant to an agreement with other members, 40% or more of the voting rights in it, or (d) owns 40% or more of the capital or business assets of it.

For the avoidance of doubt, in this definition, 'company' refers to a legal entity of any kind (including without limitation a company, partnership or economic interest group).

In the event that the Corporate Client and a third party which is also a corporate client of Eurostar under the terms of a separate agreement have absolute equality in a company in terms of the rights and powers listed in (a) to (d) above, the Corporate Client and the third party corporate client shall determine the extent to which the company in question shall be considered to be a Group Company of the Corporate Client and the third party corporate client and shall inform Eurostar of their decision in writing. In the event that the Corporate Client and the third party corporate client have failed to inform Eurostar of their decision within 30 calendar days of Eurostar's first request for such information to either party, Eurostar shall treat the company in question as though it is not a Group Company of either the Corporate Client or the third party corporate client.

"Independent Controller"	a Controller that determines alone the means and purposes of the processing of Personal Data;
"Personal Data"	means data which is subject to protection under Data Protection Law in any jurisdiction;
"Process", "Processor" and "Processing"	have the meaning given to them under Data Protection Law; and
"Term"	means the term of this Agreement.

- 1.2. In this Agreement, a reference to a person includes a reference to a body corporate, unincorporated association, incorporated association, that person's legal representatives, partnership, successors and permitted assigns, government authority and competent authority.
- 1.3. A reference to a statute, regulation, or other document of authority must be construed as a reference to a statute, regulation, or document of authority, as the case requires, in effect on the date on which the Agreement is made and which may be updated from time to time.
- 1.4. Words in the singular number include the plural and vice versa.
- 1.5. Words importing a gender include every other gender.
- 1.6. Headings to the clauses and subclauses in this Agreement are for reference purposes only and shall not affect their interpretation.

2. TERM AND TERMINATION

- 2.1 This Agreement shall commence on the date that the Corporate Client reaches the relevant threshold to become eligible for the Discounts under this Agreement, and will continue up to and including 31 December 2025, subject to earlier termination pursuant to this Agreement. As at the date of this Agreement, the relevant threshold (unless and/or until otherwise provided by E.I.L.) is €10,000 of tickets purchased for the Eurostar train service in any rolling 12-month period.
- 2.2 Either of the parties hereto may, by notice in writing, without prejudice to any right of action or remedy which has accrued or may accrue to the other party, immediately

terminate the Agreement in whole or in part where one party becomes insolvent or bankrupt, or has a receiving order or administration order made against it or compound with its creditors, or being a corporation is commenced to be wound up not being a members' voluntary winding up for the purpose of reconstruction or amalgamation, or carries on its business under an administrator or administrative receiver for the benefit of its creditors or any of them, or is unable to pay its debts as they fall due.

- 2.3. Where there is a material breach of the Agreement by either of the parties, a party may, by notice in writing to the other party, give particulars of the relevant default and require the defaulting party to remedy the default or commence to remedy the default within 14 days of receipt of the notice.
- 2.4. The notifying party in clause 2.3 may terminate this Agreement in whole or in part immediately by further notice in writing to the other party where the defaulting party has failed to remedy a default in accordance with a notice issued pursuant to clause 2.3.
- 2.5. In addition to the rights contained in clauses 2.2 and 2.4, either of the parties hereto shall, at its sole discretion and without further liability, have the right to terminate this Agreement, on giving at least one month's written notice to the other party.
- 2.6. All rights and obligations of the parties shall cease to have effect immediately upon termination of this Agreement except that termination shall not affect the accrued rights and obligations of the parties at the date of termination.
- 2.7. Clauses 2 (Term and Termination); 7 (Liability); 8 (Rights in Completed Work); 10 (Confidentiality); 11 (Disclosure of Information and Data Protection); and 20 (Governing Law) shall survive the expiration or termination of the Agreement.

3. CONSIDERATION

- 3.1. This Agreement sets out the arrangements by which the Corporate Client may obtain the Discounts for the Eligible Passengers for the Eurostar Routes from E.I.L. The Corporate Client agrees to comply with the terms of this Agreement.
- 3.2. The calculation of the Discounts is based on the cost savings to E.I.L. which accrue as a result of the concentration of bookings and related communications for Eligible Passengers under this Agreement, compared with lower volume, individual bookings and related communications in the general business travel market.
- 3.3. In order to obtain the Discounts the Corporate Client must comply with all the terms of this Agreement and in particular those requirements set out in clause 5 below.

4. E.I.L. AND CORPORATE CLIENT REPRESENTATIVE

- 4.1. E.I.L. shall provide a dedicated email address for the day to day operation of the Agreement. At the date of this Agreement, the email address is: eurostarforbusiness@eurostar.com.
- 4.2. The Corporate Client shall appoint for the Term of this Agreement a Contract Client Representative who shall be responsible for the day to day operation of the Agreement.
- 4.3. If any of these details alter during the Term, the relevant party shall notify the other party in writing immediately.

5. OBLIGATIONS OF THE CORPORATE CLIENT

The Corporate Client shall during the Term use its best efforts to promote, within the Corporate Client and the Corporate Client's Group Companies, the Eurostar services and, in particular, the use by the Eligible Passengers of the Discounts offered by E.I.L. for the Eurostar Routes.

6. BOOKINGS

- 6.1. During the Term and subject to all the terms of the Agreement, including clause 6.5 below, E.I.L shall provide tickets for passenger train transport at a Discount to the Eligible Passengers for the Eurostar Routes.
- 6.2. Bookings for Eligible Passengers under this Agreement shall be made via Eurostar for Business.
- 6.3. E.I.L shall load the Discounts into Eurostar for Business.
- 6.4. All tickets issued by E.I.L. are subject to the most recent conditions of carriage. A copy of the conditions of carriage is available at www.eurostar.com and will be made available to the Corporate Client on request.
- 6.5. Regulation (EC) No 1371/2007 of the European Parliament and of the Council of 23 October 2007 on Rail Passengers' Rights and Obligations ("PRR") and all relevant national laws apply to travel on Eurostar train services. The PRR incorporates the Uniform Rules for the Contract of International Carriage of Passengers by Rail ("CIV"). CIV also applies to registered luggage sent on Eurostar services. An electronic version of the PRR can be accessed via the following external website: <http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2007:315:0014:0041:EN:PDF> For the purposes of interpreting the PRR and the CIV as it applies to Eurostar train services, the "carrier" (as defined in the PRR and the CIV) is Eurostar International Limited unless otherwise provided.

7. LIABILITY

Neither of the parties shall be liable to the other for any loss of profit or other economic loss, direct or indirect, or any indirect or consequential loss or damage which arises out of or in connection with this Agreement. Nothing in this Agreement shall be deemed to limit or exclude the liability of any of the parties for death or personal injury caused by that party's negligence or for fraudulent misrepresentation.

8. RIGHTS IN COMPLETED WORK

All logos, trade names or trademarks used by E.I.L in the course of its business are the property of E.I.L. E.I.L reserves all intellectual property rights in relation to the use of such logos, trade names or trademarks by any other person, company or organisation. Any such use will be permitted only at the sole discretion of and in accordance with such terms and conditions (including the payment of a licence fee) as may be imposed by E.I.L from time to time.

All logos, trade names or trademarks used by the Corporate Client in the course of its business are the property of the Corporate Client. The Corporate Client reserves all intellectual property rights in relation to the use of such logos, trade names or trademarks by any other person, company or organisation. Any such use will be permitted only at the sole discretion of and in accordance with such terms and conditions (including the payment of a licence fee) as may be imposed by the Corporate Client from time to time.

9. FORCE MAJEURE

- 9.1. If either of the parties is prevented, hindered or delayed from performing any of its obligations under this Agreement by a Force Majeure Event then:
 - 9.1.1. that party's obligations under this Agreement shall be suspended for so long as the Force Majeure Event continues and to the extent that party is so prevented, hindered or delayed;
 - 9.1.2. as soon as reasonably possible after commencement of the Force Majeure Event that party shall notify the other party in writing of the occurrence of the Force Majeure Event, the date of commencement of the Force Majeure Event and the effects of the Force Majeure Event on its ability to perform its obligations under this Agreement;

- 9.1.3. that party who has given notice to the other under clause 9.1.2 shall use all reasonable efforts to mitigate the effects of the Force Majeure Event upon the performance of its obligations under this Agreement; and
- 9.1.4. as soon as reasonably possible after the cessation of the Force Majeure Event that party shall notify the other party in writing of the cessation of the Force Majeure Event and shall resume performance of its obligations under this Agreement.
- 9.2. If the Force Majeure Event continues for more than one month after the commencement of the Force Majeure Event any of the parties may terminate this Agreement in whole or in part upon the expiry of not less than 28 days' notice in writing to the other party.

10. CONFIDENTIALITY

- 10.1. For the purpose of this clause, "Confidential Information" means the terms of this Agreement and all commercial or proprietary information of a confidential nature of a Party (which, in the case of E.I.L, includes Eurostar Group Companies) disclosed (whether in writing, verbally or by any other means and whether directly or indirectly) by one person (the "Disclosing Party") to any other person (the "Receiving Party") including information relating to the Disclosing Party's know-how, trade secrets and business affairs, whether disclosed before or after the date of this Agreement.
- 10.2. During the term of this Agreement and after termination or expiration of this Agreement for any reason whatsoever, the Receiving Party shall:
 - 10.2.1. keep any Confidential Information confidential;
 - 10.2.2. not disclose any Confidential Information to any other person other than with the prior written consent of the Disclosing Party or in accordance with clauses 10.3 and 10.4; and
 - 10.2.3. not use any Confidential Information for any purpose other than the performance of its obligations under this Agreement.
- 10.3. During the term of this Agreement, the Receiving Party may disclose the Confidential Information:
 - 10.3.1. to its employees, agents and subcontractors, which in the case of EIL includes the employees, agents or advisers of a Eurostar Group Company, (each a "Recipient") to the extent that disclosure is reasonably necessary for the purposes of this Agreement; and
 - 10.3.2. if required to do so by law, court or regulatory agency or authority, provided that the Receiving Party gives the Disclosing Party sufficient notice of required disclosure, where reasonably possible, to enable it to seek an order limiting or precluding such disclosure.
- 10.4. The Receiving Party shall procure that each Recipient is made aware of and complies with all the Receiving Party's obligations of confidentiality under this Agreement as if the Recipient was a party to this Agreement.
- 10.5. Each party shall ensure that its employees, agents and subcontractors engaged under this Agreement shall not make public or disclose to any person, the other party's Confidential Information.
- 10.6. The obligations contained in clauses 10.2, 10.3 and 10.4, shall not apply to any Confidential Information which:
 - 10.6.1. is at the date of this Agreement, or at any time after the date of this Agreement becomes, publicly known other than by the Receiving Party's or any Recipient's breach of this Agreement;

- 10.6.2. can be shown by the Receiving Party to the reasonable satisfaction of the Disclosing Party to have been known to the Receiving Party prior to its being disclosed by the Disclosing Party to the Receiving Party; or
- 10.6.3. is lawfully in the possession of the Receiving Party having been acquired from a third party.

11. DISCLOSURE OF INFORMATION AND DATA PROTECTION

- 11.1. Each party shall perform its obligations under this Agreement in accordance with:
 - 11.1.1. Data Protection Law; and
 - 11.1.2. Schedule 2.

12. COMPLIANCE

- 12.1. Each party acknowledges and agrees that the other party will not tolerate bribery, slavery and human trafficking, and tax evasion in any form.
- 12.2. Each party shall:
 - 12.2.1. comply with all provisions of applicable anti-bribery and corruption laws (including any related regulations or guidance) and shall have in place its own anti-bribery and corruption policies as may be updated from time to time;
 - 12.2.2. comply with all provisions of applicable slavery and human trafficking legislation (e.g., the Modern Slavery Act 2015) (including any related regulations or guidance) and shall have in place its own policies in relation to slavery and human trafficking as may be updated from time to time;
 - 12.2.3. comply with all provisions of applicable tax evasion legislation (e.g., the Criminal Finances Act 2015) (including any related regulations or guidance) and shall have in place its own policies in relation to tax evasion as may be updated from time to time; and
 - 12.2.4. ensure that environmental and energy responsibilities are integrated in the way it performs its obligations under this Agreement and otherwise runs its business. E.I.L.'s Environment and Energy Policy Statement is attached in Schedule 3.
- 12.3. To the extent required, each party shall familiarise itself with the policies of the other party referred to in clause 12.2, and ensure that those policies of the other party are substantially similar to its own.
- 12.4. The Corporate Client shall be responsible for the compliance of the Corporate Client's Group Companies with this clause 12 and be directly liable to E.I.L. for any breach by such persons of such terms.
- 12.5. EIL shall be responsible for the compliance of Eurostar Group Companies with this clause 12 and be directly liable to the Corporate Client for any breach by such persons of such terms.
- 12.6. A breach by either party of this clause 12 shall be deemed a material breach of this Agreement under clause 2.

13. ASSIGNMENT

Neither party shall, without the prior written consent of the other party, assign or transfer or purport to assign or transfer any of its rights or obligations under this Agreement.

14. VARIATION AND AUTHORISED REPRESENTATIVES

- 14.1. Both parties to this Agreement shall appoint an authorised representative ("Authorised Representative") who shall have sole authority to execute, agree variations and/or amendments to, and receive notices issued pursuant to, this Agreement.
- 14.2. No variation or amendment in law or in equity of the provisions of this Agreement, shall be legally binding upon the parties unless it is in the format of a written amendment to the Agreement authorised by the parties and signed by both of the Authorised Representatives of the parties, appointed under the Agreement.
- 14.3. The Authorised Representatives of the parties shall be as follows:

	Authorised Representative
E.I.L.	Name: Paul Brindley Position: B2B and Indirect Sales Director Address: Eurostar International Limited, 6 th Floor, Kings Place, 90 York Way, London N1 9AG
Corporate Client	Such details as provided by the Corporate Client at the time of registering for Eurostar for Business.

- 14.4. The Authorised Representatives may appoint deputies to act on their behalf in their absence and shall notify the other party's Authorised Representatives of any such appointment.

15. WAIVER

- 15.1. The failure by either party to exercise or delay in exercising a right or remedy under this Agreement shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies.
- 15.2. The waiver by either party in respect of a breach of a provision of this Agreement by the other party shall not be interpreted as a waiver of any other breach.

16. NOTICES

- 16.1. Any notice or other communication under or in connection with this Agreement shall be in writing and shall be delivered personally or sent by pre-paid recorded delivery to the Authorised Representative of the relevant party, set out above in clause 14.3, at the address for correspondence set out above in clause 14.3 of the Agreement or to such other address as the relevant party's Authorised Representative may from time to time specify by notice in writing to the other party.
- 16.2. Any such notice shall be deemed to have been given when it was personally delivered or served or, if sent by post, forty-eight hours after it was posted (and proof of due posting shall be sufficient evidence of delivery).

17. NEGATION OF AGENCY

- 17.1. The Corporate Client is an independent party and nothing in this Agreement shall render it an agent or partner of E.I.L. and the Corporate Client shall not hold itself out as such.
- 17.2. The Corporate Client shall not have any right or power to bind E.I.L. to any obligation.

18. ENTIRE AGREEMENT

This Agreement represents the entire agreement between the parties and they agree that the Agreement supersedes all prior representations, agreements, statements and understandings, whether oral or in writing, relating to the subject matter of this Agreement.

19. SEVERABILITY

Notwithstanding that the whole or any part of any provision of this Agreement may prove to be illegal or unenforceable the other provisions of this Agreement and the remainder of the provision in question shall remain in full force and effect.

20. GOVERNING LAW

- 20.1. This Agreement is governed by, and shall be construed in accordance with, English law and the parties agree to submit to the exclusive jurisdiction of the English Courts.
- 20.2. The Corporate Client shall, in the performance of this Agreement, comply with the provisions of any relevant statutes, regulations, by-laws and requirements of England.

21. RIGHTS OF THIRD PARTIES

Unless expressly provided in this Agreement, none of the terms of this Agreement is enforceable or intended to be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any party or person who is not a party to this Agreement.

SCHEDULE 1

DISCOUNTS

This Schedule 1 applies to discounts on the Eurostar Routes set out in this Schedule 1.

EUROSTAR PREMIER - EUROSTAR PLUS

The Corporate Client will receive the relevant discounts off the public fare range of Eurostar Premier tickets on the routes stipulated as set out in the table below.

An increase to the public fare range will result in a corresponding increase in the discounted fares.

Discount		1,00%	3,00%	5,00%	6,00%	Eurostar Premier
Discount	<10%	2%	4%	6%	7%	<div style="border: 1px solid black; padding: 5px;"> <p>Eurostar Standard</p> <p>No discount</p> <p>Access to "framing trains" ¹</p> </div>
	>10% - <25%	3%	5%	7%	8%	
	>25% - <35%	3%	5%	7%	8%	
	>35% - <45%	4%	6%	8%	9%	
	>45% - <55%	4%	6%	8%	9%	
	>55% - <65%	5%	7%	9%	10%	
	>65% - <75%	6%	8%	10%	11%	
	>75% - <90%	7%	9%	11%	12%	
	>90%	8%	10%	12%	13%	
	>90%	8%	10%	12%	13%	

Discount	>10k - <25k	>25k - <50k	>50k - 100k	>100k - 350k
1,00%	2%	4%	6%	7%
3,00%	3%	5%	7%	8%
5,00%	4%	6%	8%	9%
6,00%	5%	7%	9%	10%
7,00%	6%	8%	10%	11%
8,00%	7%	9%	11%	12%
9,00%	8%	10%	12%	13%

Discount	Plus Discount Routes
3%	1
5%	<3

¹ Access to the train immediately before or after you booked departure. Available for travel between France, Belgium, the Netherlands in Germany. Subject to availability. Travel must be on the same day, on the same route, and in the same direction. There is no guarantee of a seat or a meal service in Eurostar Premier.

Example

If your company achieved a total revenue of 58k with a 23% share in first-class bookings, your discount is 7% in Eurostar Premier and 3% in Eurostar Plus on one route. The discount is applicable on the most frequently booked route.

SCHEDULE 2
DATA PROTECTION

1. Definitions

The following definitions apply to this Data Processing Agreement:

- "Supervisory Authority"** means an independent public authority responsible for monitoring Data Protection Law in one or more jurisdictions;
- "Data Subject"** has the meaning given to it under Data Protection Law;
- "Personal Data Breach"** means a breach of security leading to the accidental or unlawful destruction, loss, alteration, authorised disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed;

2. Processing EIL Personal Data

2.1. The parties acknowledge that for the purposes of Data Protection Law, each party is an independent Controller.

2.2. The parties acknowledge that each of them may process the others Personal Data for the purpose of facilitating the business arrangement between EIL and the Corporate Client under this Agreement.

2.3. Where EIL acts as an Independent Controller Appendix A to this Schedule 2 shall apply.

2.4. Where the Corporate Client acts as an Independent Controller Appendix B to this Schedule 2 shall apply.

2.5. Each party warrants to the other that it shall Process Personal Data only in accordance with:

2.5.1. the Appendix attached to this Schedule 2, and for no other purpose; and

2.5.2. Data Protection Law.

2.6. The parties hereby grant their prior written consent to the other party to appoint a third party to Process the Personal Data ("**Sub-processor**") on the condition that:

2.6.1. the appointing party must enter into a written agreement with the Sub-processor incorporating terms which are no-less onerous to those set out in this Data Processing Agreement; and

2.6.2. the appointing party shall be responsible for any acts, defaults or neglects of the Sub-processor, its employees and agents as if they were the acts, defaults or neglects of the appointing party.

2.8 Each party shall ensure that all personnel who have access to and/or Process Personal Data are obliged to keep the Personal Data confidential or are bound by a confidentiality undertaking.

3. Security of EIL Personal Data

3.1. Each party shall maintain throughout the Term appropriate technical and organisational security measures appropriate to the level of risk in order to:

3.1.1. prevent:

3.1.1.1. unauthorised or unlawful processing of the Personal Data through loss of confidentiality, integrity or availability; and

3.1.1.2. a Personal Data Breach affecting Personal Data

3.1.2. ensure a level of security appropriate to:

3.1.2.1. the harm that might result from such unauthorised or unlawful Processing or Personal Data Breach; and

3.1.2.2. the nature of the Personal Data to be protected.

4. **Assistance**

4.1. Each party agrees to provide reasonable and timely assistance to the other party if such other party receives a request from a Data Subject in relation to his or her rights under Data Protection Law.

4.2. Each party shall assist the other party, at no additional cost, in ensuring compliance with its regulatory and legal obligations as a Controller under Data Protection Law relating to the security of Processing, the completion of data protection impact assessments as well as consultations with Supervisory Authorities or regulators.

5. **Data Retention and Deletion**

5.1. Upon termination or expiry of this Agreement, each party shall ensure that the other party's Personal Data is returned or destroyed in accordance with that party's instructions, unless retention of the Personal Data is required under applicable law.

5.2. Following destruction of the Personal Data, each party shall produce and deliver to the other a certificate of destruction in writing confirming the destruction of Personal Data.

6. **Monitoring and Audit**

6.1. Each party shall maintain complete and accurate records and information to demonstrate its compliance with this Schedule and shall arrange at its own cost for its procedures to be audited regularly for compliance with its obligations under Data Protection law. Each party shall make the results of such audits available to the other party upon request.

7. **Data Transfers**

7.1. Neither party shall disclose or transfer the Personal Data outside the European Economic Area (**EEA**) unless the disclosing party complies with its obligations under Data Protection Law by ensuring that enforceable rights and effective legal remedies are available to Data Subjects and by providing appropriate safeguards and an adequate level of protection to any Personal Data that is disclosed or transferred.

8. **Personal Data Breach**

8.1. Each party shall notify the without undue delay after becoming aware of any potential or actual Personal Data Breach.

8.2. Each party agrees to provide reasonable assistance as is necessary to the other to facilitate the handling of any Personal Data Breach in an expeditious and compliant manner.

Appendix A to Schedule 2

Description of Processing Activities where E.I.L is an Independent Controller

1. Subject matter and Duration of Processing

Corporate Client business contact details for the term of this Agreement

2. Nature and Purpose of Processing

For the management of the business arrangement/operations between E.I.L and the Corporate Client
To provide travel services to Eligible Passengers in accordance with Eurostar Privacy Policy found on its website <https://www.eurostar.com/be-en/privacy-policy>.

3. Types of Personal Data

For Corporate Client business contact details

- Name
- Telephone number

For Eligible Passengers, data mentioned in the Eurostar Privacy Policy found on its website <https://www.eurostar.com/be-en/privacy-policy> including:

- Name
- Telephone number
- Club Eurostar (loyalty) number, if applicable
- Article 9 special category data relating to religion and health (for meal preferences)
- Travel details
- Financial data

4. Categories of Data Subject

Eligible Passengers and Corporate Client business contact details

Appendix B to Schedule 2

Description of Processing Activities where Corporate Client is an Independent Controller

1. Subject matter and Duration of Processing

E.I.L business contact details for the term of this Agreement

2. Nature and Purpose of Processing

For the management of the business arrangement/operations between E.I.L and the Corporate Client.

3. Types of Personal Data

E.I.L employee, name, business email address and business telephone number

4. Categories of Data Subject

E.I.L employee

Schedule 3

E.I.L Environment and Energy Policy Statement



Eurostar Energy and Environmental Policy Statement

Greenhouse gas emissions and climate change, together with other environmental impacts, are among the greatest challenges facing the world today. As a high-speed international train operating company carrying millions of passengers every year, we are conscious of the potential environmental impacts of our operations and take our responsibility towards protecting the environment seriously. Eurostar is committed to being the most sustainable form of international travel and to continually improving our environmental and energy performance. That is why we have set ourselves ambitious objectives and targets identified in the Eurostar Sustainability Strategy.

Whilst compliance with relevant environmental and energy legislation and other obligations underpins everything we do; we are determined to go above and beyond the legal requirements to become a leader in sustainability within our sector. Furthermore, we are committed to supporting rail industry initiatives aimed at improving environmental performance, and to contributing towards a sustainable railway through transparency and reporting of our energy and environmental data.

On average, the carbon footprint of travelling on our trains is 95% less than flying* meaning we provide a more sustainable means to travel across Europe. The most significant potential environmental and energy impacts from our business relate to energy consumption, energy efficiency and waste. We are committed to progressively reducing these impacts and therefore also our greenhouse gas emissions.

This will be achieved by:

- Identifying where our operations can have an impact on the environment, and defining how we will control or mitigate these impacts through EIL's ISO 14001 certified Environment Management System. This includes pollution prevention and reduction of waste and air emissions.
- Identifying our areas of significant energy use and opportunities for improving energy efficiency through regular energy data measuring and monitoring as part of EIL's ISO 50001 certified Energy Management System.
- Producing and implementing policies, plans and procedures to control, reduce or mitigate our environmental impacts and areas of significant energy use relating to our trains, stations, offices, and depots.
- Setting, communicating and reviewing environmental and energy objectives and targets and engaging our employees in related initiatives and improvement projects.
- Engaging with our employees, contractors, suppliers and other third parties we work with to ensure that our expectations for environmental and energy performance are understood and become a part of everything we do.
- Engaging with our supply chain to influence, where possible, improvements in their environmental and energy performance as it relates to the services and goods provided to Eurostar.
- Purchasing environmentally friendly, energy efficient and sustainable products and services.
- Designing our own products and services to harness new technology, identify best practice and maximize our energy performance both now and in the future; and

- Continually improving our environmental and energy performance through the implementation and maintenance of EIL's Environment and Energy Management System.

Our Sustainability Steering Committee is attended by relevant Eurostar senior executives and shareholder representatives. This committee is charged with reviewing the continuing suitability and delivery of our Eurostar Sustainability Strategy, including the provision of resources, and is supported by a dedicated team of colleagues, led by the Head of Sustainability and the Environment and Sustainability Lead who holds responsibility for the implementation and maintenance of EIL's Environment and Energy Management System.

Managers and teams across the business understand the Company's commitment to sustainability, its ambitions and objectives. Targets and initiatives are published and communicated. Teams understand how their individual areas contribute to these and their responsibility for promoting sustainable practices and engaging in opportunities to generate new ideas and initiatives.

This Policy is reviewed annually, and the associated Environment and Energy Management System documents are reviewed and updated as and when appropriate to ensure continued suitability and effectiveness in achieving Eurostar's aims and objectives.

I am personally committed to the continual improvement of Eurostar's sustainability performance and ensuring Eurostar remains an industry leader in environmental and energy performance.



Gwendoline Cazenave

Chief Executive Officer

December 2023

*Calculations taken from an independent study carried out by EcoRes SCRL in July 2023. For full details, [see here](#).

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