PDPA PROGRAMME PACK · B10

Overseas transfer checklist

Fictional organisation, illustrative only, not a client case study. Quillmarrow Supplies Pte. Ltd. (fictional) is invented. All people are shown by role only.

Organisation	Quillmarrow Supplies Pte. Ltd. (fictional)
Document	B10 · Overseas transfer checklist
Version	1.0
Date	30 October 2026 (illustrative)
Prepared by	Alex Lew, reviewer and sign-off
Client approver (role)	Head of Operations (DPO)
Label	Fictional organisation, illustrative only, not a client case study

1. The transfer

Quillmarrow sends order and delivery information to **DV-01, Tanjung Contoh Logistics Sdn. Bhd.**, in Johor so that the partner can pick, pack and deliver Malaysia orders. The information is associated with web-shop orders and delivery details, **PD-02**, and Malaysia delivery records, **PD-11**. The recipient acts as a data intermediary for the fulfilment service.

A proposed operating description is that the relevant order details are exported from Fictional ShopCloud and sent to the partner. The case file does not confirm the export method, transfer channel, exact fields, volume or frequency. The IT Manager and Warehouse Manager should verify these before treating the description as an established data flow. The volume should be described qualitatively once known; the case file does not establish whether it is low or high.

The purpose suggests that the partner needs sufficient details to fulfil and deliver an order, potentially including delivery contact and address information and the items ordered. The actual fields sent, and whether each is needed, remain to be checked. Quillmarrow does not see full card numbers through Fictional PayGate; no assumption should be made that payment information is included in the fulfilment export.

This is an overseas transfer because the recipient is in Malaysia. The existing contract has a confidentiality clause but no data protection clauses. The adequacy of the overall arrangements has not been established. The DPO should confirm the applicable requirements and proposed safeguards with a Singapore-qualified lawyer.

2. Checklist worked through

Status key: Done means the finding is established for this review; Open means further action or a decision is needed; Missing means the relevant information or evidence was not provided. A completed checklist item does not establish that the whole transfer is appropriately safeguarded.

Check	Finding	Evidence	Status	Owner role
Is personal data transferred outside Singapore?	Yes. Quillmarrow sends order and delivery data to the partner in Malaysia.	Case-file description of DV-01 and PD-11.	Done	Head of Operations, as DPO
Purpose and minimisation	The stated purpose is Malaysia order fulfilment and delivery. The actual export fields and whether each is needed are unconfirmed.	Service description provided; field list and sample export not provided.	Open	Warehouse Manager
Recipient’s role	DV-01 performs fulfilment and delivery as a data intermediary for Quillmarrow.	Case-file vendor description.	Done	Head of Operations, as DPO

Check	Finding	Evidence	Status	Owner role
Legally enforceable obligations	The contract has a confidentiality clause but no data protection clauses. A contract annex and its legal sufficiency require review. The ASEAN Model Contractual Clauses are one option to discuss with a lawyer.	Case-file contract finding; signed data protection clauses not provided.	Open	Head of Operations, as DPO
Security measures	The transfer channel, encryption, access restrictions and partner-side controls have not been established.	Security description and supporting evidence not provided.	Missing	IT Manager
Onward transfers and subcontractors	It is not established whether DV-01 uses subcontractors or sends information onward, including to other locations.	Subcontractor list and onward-transfer arrangements not provided.	Missing	Head of Operations, as DPO
Retention and return	DV-01's retention, return and deletion arrangements for Malaysia delivery records need to be agreed and checked against RS-20 in B8.	Partner retention schedule and deletion evidence not provided.	Missing	Warehouse Manager
Breach notice to Quillmarrow	The notification route and contractual arrangements need to be confirmed with DV-01 and aligned with B11.	Breach contact and notice procedure not provided.	Missing	Head of Operations, as DPO
Individuals told at checkout	B4 contains a draft checkout notice addressing Malaysia deliveries. Its publication and alignment with the actual data flow are not established.	B4 draft; published notice and checkout screenshot not provided.	Open	Head of Marketing
Access and correction requests	AR-06 illustrates a request received by the Malaysia partner and forwarded to Quillmarrow. The actual forwarding route and responsibilities need confirmation under B7.	B7 sample request; agreed partner procedure not provided.	Open	Head of Customer Service
Review cadence	A periodic review and a review following a material change should be agreed. No operating cadence is evidenced.	Review schedule and completed review record not provided.	Missing	Head of Operations, as DPO

The DPO should add the missing evidence and actions to B2 under G-09, with related security and retention actions under G-07 and G-08. For the notice and breach arrangements, also track G-04 and G-10. The Warehouse Manager should confirm the operational flow with DV-01, and the IT Manager should test the proposed transfer method rather than relying on a description alone.

3. Conclusion and proposed management decision

Decision owner: Managing Director (MD).
Proposed decision due: 30 November 2026.

The proposed management decision is to continue the Malaysia transfer while a data protection annex with DV-01 is negotiated, subject to the interim controls below. This is a **decision for the MD to make**, not a record that continuation has already been approved. The DPO should obtain advice from a Singapore-qualified lawyer on the legal sufficiency of both the interim arrangements and the completed contract before the decision is relied on.

Proposed interim controls:

1. **Minimise export fields.** The Warehouse Manager and IT Manager should document the fields required for fulfilment, remove unnecessary fields from the proposed export and retain an approved field list. Verify the actual file or system output using masked information.
2. **Use encrypted transfer.** The IT Manager should agree and test an encrypted channel with DV-01, restrict access to authorised recipients and retain evidence of the test. The current channel and encryption are not confirmed.
3. **Obtain deletion confirmation.** The Warehouse Manager should agree what completed-order information the partner may delete, when, and how confirmation will be provided. Check the instruction against the confirmed RS-20 decision and any documented hold before deletion.
4. **Establish contacts and escalation.** The DPO should agree named roles and contact routes for suspected breaches and individual requests. Test that requests can be forwarded to Quillmarrow without unnecessary delay.
5. **Track the annex and evidence.** The DPO should record the negotiation owner, outstanding clauses and review date in B2. Missing partner evidence remains open until received and assessed.

The MD should review the decision if an interim control cannot be implemented, the service or location changes, or the lawyer identifies a material concern. The decision record should state what was approved, any conditions, the evidence considered and the next review date.

4. Second transfer to confirm: Fictional ShopCloud

DV-02, Fictional ShopCloud, is a separate vendor and its hosting region is not yet confirmed. The IT Manager should ask where Quillmarrow's web-shop data is hosted, accessed, backed up and processed by any subcontractors. A location outside Singapore, or overseas access, may require further transfer assessment; confirm the position with a Singapore-qualified lawyer.

By **30 November 2026**, the IT Manager should record the response and supporting evidence in B9 and update the B3 data flow. If the location or safeguards remain unknown, keep G-09 open in B2. Separately, G-07 records that ShopCloud administrator MFA is not in place; its implementation and evidence should be tracked rather than assumed.

About this sample

Fictional organisation, illustrative only, not a client case study. Quillmarrow Supplies Pte. Ltd., its people, vendors, findings and dates are invented. Nothing in this document reports a client result.

I personally review and sign off every deliverable. You appoint your own DPO. I support them.

This is practical compliance support, not legal advice. For legal advice, use a Singapore-qualified lawyer.

What's not included

- Acting as your DPO. You appoint your own DPO; I prepare the handover and can support them separately.
- Legal advice, legal contract drafting, representation or a guarantee of compliance.
- Forensic investigation, penetration testing, security engineering or implementing changes in live systems.
- A detailed AI governance review or ISO/IEC 42001 readiness check unless separately scoped.
- Ongoing document upkeep after handover, unless agreed through monthly DPO support.
- Healthcare-sector work or on-site delivery.

Questions about this sample: DM @alewyl1 on X, or ask for a free intro call (coffee chat).