

centron

Agreement on commissioned data processing

Between the

[Company]

[Street]

[Zip code, City]

hereinafter referred to as the Client

and the

centron GmbH

Heganger 29

96103 Hallstadt

hereinafter referred to as the Contractor

the following agreement is concluded:

1. Subject Matter and Duration

1.1 Subject

The subject matter of this agreement is defined by the service specification referenced herein, as well as any additional services that may have been agreed upon in the main contract (hereinafter referred to as the "Service Agreement").

The contractor processes personal data on behalf of the client within the meaning of Article 4 No. 2 and Article 28 of the GDPR on the basis of this agreement.

1.2 Duration

The term of this agreement corresponds to the duration of the Service Agreement. The client may terminate this agreement at any time without notice if there is a material breach by the contractor of data protection regulations or the provisions of this agreement, if the contractor is unable or unwilling to comply with an instruction from the client, or if the contractor unlawfully refuses the client's audit rights in violation of this agreement.

2. Nature and purpose of processing, types of personal data, and categories of data subjects

2.1 Nature of Processing (in accordance with Article 4 No. 2 GDPR)

The nature and purpose of the processing of personal data by the contractor on behalf of the client are described in detail in the Service Agreement dated [DD.MM.YYYY].

The contractually agreed services shall be provided exclusively within a Member State of the European Union or within a contracting state of the Agreement on the European Economic Area. Any relocation of the services or parts thereof to a third country requires the prior approval of the client and may only take place if the specific requirements of Articles 44 et seq. GDPR are met (e.g., adequacy decision by the European Commission, standard data protection clauses, approved codes of conduct). Currently, all data processing is carried out exclusively in Germany.

2.2 Types of Personal Data (in accordance with Article 4 No. 1 GDPR)

The types/categories of personal data generated by the client and processed by the contractor include the following:

- Personal master data
- Contact information (e. g. phone number, email address)
- Contract master data (contractual relationship, product or contract interes)
- Customer history
- Contract billing and payment data
- Planning and control data
- Credit information (form third parties, e.g., credit bureaus or public directories)
- Others: _____

2.3 Categories of Data Subjects

- Customers
- Suppliers
- Prospective customers
- Sales representatives
- Subscribers
- Contact persons
- Employees
- Others: _____

3. Technical and Organizational Measures

Prior to the commencement of processing, the contractor shall document the implementation of the required technical and organizational measures presented before the award of the contract, particularly with regard to the specific execution of the services, and submit them to the client for review. Upon acceptance by the client, the documented measures shall form the basis of the agreement. If the client's review or audit identifies a need for adjustments, such adjustments shall be implemented by mutual agreement.

The contractor shall ensure security in accordance with Article 28(3)(c) and Article 32 GDPR, in particular in conjunction with Article 5(1) and (2) GDPR. Overall, the measures to be implemented concern data security and the assurance of a level of protection appropriate to the risk with regard to the confidentiality, integrity, availability, and resilience of systems. In doing so, the state of the art, implementation costs, and the nature, scope, and purposes of processing, as well as the varying likelihood and severity of risks to the rights and freedoms of natural persons within the meaning of Article 32(1) GDPR, shall be taken into account.

The technical and organizational measures are subject to technological progress and further development. In this respect, the contractor is permitted to implement alternative appropriate measures. However, the security level of the defined measures must not be reduced. Significant changes must be documented. The current status of the measures is described in the document

"en_technical_and_organizational_measures_in_accordance_with_article_32_GDPR_Version No."

4. Rectification, Restriction, and Erasure of Data

The contractor shall not independently correct, delete, or restrict the processing of data processed on behalf of the client, but only in accordance with documented instructions from the client. If a data subject contacts the contractor directly in this regard, the contractor shall promptly forward such request to the client.

5. Quality Assurance and Other Obligations of the Contractor

In addition to complying with the provisions of this agreement, the contractor shall fulfill the statutory obligations pursuant to Articles 28 to 33 GDPR and, in particular, guarantees compliance with the following requirements:

- Appointment of a Data Protection Officer (DPO) in writing, who performs their duties in accordance with Articles 38 and 39 GDPR.
- The contractor has appointed a Data Protection Officer, who can be reached at +49 951 968340 or via email at datenschutz@centron.de.
- Any change of the Data Protection Officer must be communicated to the client without undue delay. The current contact details are made easily accessible on the contractor's website.

Compliance with confidentiality obligations in accordance with Article 28(3) sentence 2 lit. b, Article 29, and Article 32(4) GDPR. The contractor shall only assign employees to perform the work who have been bound to confidentiality and have been previously familiarized with the data protection provisions relevant to them. The contractor and any person acting under its authority who has access to personal data shall process such data exclusively in accordance with the client's instructions, including the powers granted under this agreement, unless they are required to do so by law (e.g., in the context of investigations by law enforcement or regulatory authorities). In such a case, the processor shall inform the controller of these legal requirements prior to processing, unless such notification is prohibited by law due to an important public interest (Article 28(3) sentence 2 lit. a GDPR).

Implementation and compliance with all technical and organizational measures required for this agreement in accordance with Article 28(3) sentence 2 lit. c and Article 32 GDPR (see documentation "Technical and Organizational Measures").

The client and the contractor shall cooperate with the supervisory authority upon request in fulfilling their respective obligations.

The contractor shall inform the client without undue delay of any inspections, audits, or measures carried out by a supervisory authority insofar as they relate to this agreement. This also applies where a competent authority conducts investigations at the contractor's premises in connection with the processing of personal data within the scope of commissioned processing, including administrative offense or criminal proceedings.

Where the client is subject to an inspection by a supervisory authority, administrative offense or criminal proceedings, liability claims by a data subject or third party, or any other claim in connection with commissioned processing carried out by the contractor, the contractor shall provide its best possible support.

The client agrees to bear any additional costs incurred.

The contractor shall regularly monitor internal processes as well as technical and organizational measures to ensure that processing within its area of responsibility is carried out in compliance with the applicable data protection regulations and that the rights of data subjects are protected.

The contractor shall not use the personal data provided for processing for any purposes other than those specified, in particular not for its own purposes. Copies or duplicates of the personal data shall not be made without the knowledge of the client.

6. Subcontracting arrangements

Subprocessing relationships within the meaning of this provision are those services that directly relate to the provision of the main service. This does not include ancillary services that the contractor uses, such as telecommunications services, postal/transport services, or other measures to ensure the confidentiality, availability, integrity, and resilience of hardware and software used for data processing. However, the contractor is obligated to implement appropriate and legally compliant contractual arrangements and control measures to ensure data protection and data security for the client's data, even in the case of outsourced ancillary services.

The contractor may engage subprocessors (additional data processors) only with the prior explicit written or documented consent of the client. If the client does not grant such consent and an amicable solution between the parties cannot be reached by other means due to significant data protection reasons, the contractor shall have a special right of termination.

The transfer of personal data of the client to the subprocessor and the commencement of the subprocessor's activities shall only be permitted once all requirements for subprocessing have been fulfilled.

Further outsourcing by the subprocessor is not permitted.

Currently, no subprocessors are engaged.

The client agrees to bear any additional costs incurred.

The contractor shall regularly review internal processes as well as technical and organizational measures to ensure that processing within its area of responsibility complies with applicable data protection regulations and safeguards the rights of data subjects.

The contractor shall not use the personal data provided for processing for any purposes other than those specified, and in particular not for its own purposes. Copies or duplicates of the personal data shall not be made without the client's knowledge.

7. The Client's Rights of Supervision

The client shall have the right, in coordination with the contractor, to carry out inspections or to have them carried out by auditors designated on a case-by-case basis. The client is entitled to verify compliance with this agreement by the contractor through sample inspections, which must generally be announced in advance, at the contractor's place of business.

The contractor shall ensure that the client is able to verify compliance with the contractor's obligations pursuant to Article 28 GDPR. The contractor undertakes to provide the client, upon request, with all necessary information and, in particular, to demonstrate the implementation of the technical and organizational measures.

Proof of such measures, which are not limited to the specific assignment, may be provided by:

- compliance with approved codes of conduct pursuant to Article 40 GDPR;
- certification under an approved certification mechanism pursuant to Article 42 GDPR;
- current attestations, reports, or excerpts from reports issued by independent bodies (e.g., auditors, internal audit, data protection officer, IT security department, data protection auditors, quality auditors);
- appropriate certification through IT security or data protection audits (e.g., in accordance with BSI IT-Grundschutz).

The parties agree that inspections pursuant to Article 28(3) sentence 2 lit. h GDPR shall not result in a disproportionate burden on the contractor.

8. The Contractor's Obligations to Report Processing Incidents and Breaches of Personal Data Protection

The contractor shall support the client in complying with the obligations set out in Articles 32 to 36 GDPR regarding the security of personal data, notification requirements in the incidents of data breaches, data protection impact assessments, and prior consultations. This includes, among other things:

- ensuring an appropriate level of protection through technical and organizational measures that take into account the circumstances and purposes of processing, as well as the anticipated likelihood and severity of a potential infringement due to security vulnerabilities, and that enable the immediate detection of relevant breach events;
- the obligation to notify the client without undue delay of any personal data breaches;
- the obligation to assist the client in fulfilling its duty to inform data subjects and to provide all relevant information without delay in this context;
- supporting the client in conducting data protection impact assessments;
- supporting the client in the context of prior consultations with the supervisory authority.

For support services that are not included in the service description or that result from misconduct on the part of the client, the contractor may claim reasonable compensation. In such cases, the parties shall agree in advance on any applicable remuneration.

9. Rights and Obligations of the Client, and the Client's Authority to Issue Instructions

The client shall be solely responsible for assessing the lawfulness of processing in accordance with Article 6(1) GDPR and for safeguarding the rights of data subjects pursuant to Articles 12 to 22 GDPR. Nevertheless, the contractor is obligated to promptly forward any such requests to the client, provided they are clearly directed exclusively to the client. Where such rights are asserted directly against the contractor, the contractor shall support the client in fulfilling the corresponding obligations.

Changes to the subject matter of processing and any procedural modifications must be jointly agreed upon between the client and the contractor and documented in writing or in a documented electronic format.

The client shall generally issue all orders, partial orders, and instructions in writing or in a documented electronic format. Verbal instructions shall be confirmed by the client without undue delay in text form or in a documented electronic format.

The contractor shall inform the client without undue delay if it believes that an instruction violates data protection regulations. The contractor is entitled to suspend the execution of the respective instruction until it has been confirmed or amended by the client.

The client is obligated to treat as confidential all knowledge obtained within the scope of the contractual relationship regarding the contractor's trade secrets and security measures. This obligation shall remain in effect even after termination of this agreement.

10. Deletion and Return of Personal Data

Copies or duplicates of the data shall not be created without the knowledge of the client. This does not apply to backup copies where they are necessary to ensure proper data processing, nor to data required to comply with statutory retention obligations.

Upon completion of the contractually agreed services—or earlier upon request by the client, but no later than upon termination of the Service Agreement—the contractor shall return to the client all documents, processing and usage results, and data sets obtained in connection with the contractual relationship, or, with prior consent, securely destroy them in compliance with data protection requirements. The same applies to test and scrap materials. Proof of deletion shall be provided upon request.

Documentation serving as evidence of proper and compliant data processing shall be retained by the contractor beyond the end of the contract in accordance with the applicable retention periods. At the end of the contract, the contractor may hand over such documentation to the client for its own discharge.

11. Sonstiges

Any ancillary agreements must generally be made in writing or in a documented electronic format.

If the client's property or the personal data to be processed is jeopardized at the contractor's premises by measures taken by third parties (e.g., attachment or seizure), by insolvency or composition proceedings, or by other events, the contractor shall inform the client without undue delay.

The right of retention pursuant to Section 273 of the German Civil Code (BGB) is excluded with respect to the data processed on behalf of the client.

Should any provision of this agreement be invalid, this shall not affect the validity of the remaining provisions of the agreement.

Location, Date

Client's Signature

Location, Date

Signature Management
Wilhelm Seucan