

Data Protection Agreement for Service Providers

Version 1.3
dated 15.10.2024

between

ACA Advanced Computer Advertisement GmbH

Zuppingerstrasse 18

88213 Ravensburg

hereinafter referred to as

- Customer -

and

Company

Street House number

Zip code City

hereinafter referred to as

- Contractor-

Preamble

The Contractor provides services for the Customer in the course of which the Contractor obtains knowledge of the Customer's personal data.

To this end, the Parties agree as follows:

1. Data protection

The Parties are aware of the particular importance of data protection and data security.

They will continuously review the legal and actual appropriateness and effectiveness of the data protection and data security measures.

The Contractor undertakes to treat personal data as strictly confidential and not to pass it on to third parties or otherwise disclose it to unauthorized persons.

All processing, i.e. storage, production of copies, transfer to third parties, is only permitted within the scope of the purpose of the Agreement and within the scope of other instructions of the Customer. All data processing is only permitted insofar as it is absolutely necessary for the implementation of the Agreement. This confidentiality agreement is valid for an indefinite period, even after termination of the Agreement. The above Agreement on personal data also applies to all business and trade secrets.

Business and trade secrets are all information about business transactions, contract documents, customer and supplier data, market data, calculations, prices, conditions, planning documents and similar.

All business and trade secrets of the Customer may not be made accessible to third parties and must be treated as strictly confidential, i.e. they must not be passed on to unauthorized persons or disclosed in any other way. All business and trade secrets may also only be used within the scope of the purpose of the Agreement and to achieve the contractual objectives. Any other use is strictly prohibited.

2. Obligations of the Contractor

The Contractor acts exclusively within the framework of the Agreement and is subject to the instructions of the Customer with regard to the handling of personal data, unless the Contractor is obliged to process the data differently under the law of the European Union or of the Member States to which the Contractor is subject. In such a case, the Contractor notifies the Customer of these legal requirements prior to processing, unless the law in question prohibits such notification due to an important public interest (Art. 28 (3) point (a) GDPR).

The Contractor does not use the personal data provided for processing for any purposes other than the contractual purposes, in particular not for its own purposes.

The Contractor ensures that all agreed measures are carried out in accordance with the Agreement in the area of processing personal data. The Contractor ensures that the data processed for the Customer is strictly separated from other data stocks.

The Contractor must carry out all necessary data protection checks throughout the provision of the service and repeat these regularly.

3. Home office/mobile office

The storage of the Customer's data on home office computers of the Contractor's employees is only permitted with the written permission of the Customer. If permission is granted, the Contractor must ensure that it is impossible for other persons who are not part of the Contractor's company to gain access to the data. In this respect, the home office computer must be equipped with appropriate security measures, in particular with password access protection, virus scanners and all other usual security measures.

All malfunctions and anomalies in home office computers must be reported immediately to the Customer's data protection officer.

The employee of the Customer is also contractually bound to the obligations of this Agreement.

4. Rights of the data subjects

The Customer is responsible for fulfilling the rights of the data subjects (Art. 12 ff GDPR).

All requests from data subjects will be forwarded by the Contractor to the Customer without delay.

The Contractor supports the Customer in fulfilling the rights of data subjects to the extent necessary.

5. Notification obligations of the Contractor

The Contractor notifies the Customer immediately of any disruptions and breaches of data protection regulations. This also applies in particular with regard to any reporting and notification obligations of the Customer pursuant to Art. 33 and Art. 34 GDPR. The Contractor undertakes to support the Customer appropriately, if necessary, in its obligations under Art. 33 and 34 GDPR (Art. 28 (3) point (f) GDPR). The Contractor may only carry out notifications for the Customer pursuant to Art. 33 or 34 GDPR in accordance with the prior instructions under this Agreement.

If all this information cannot be provided at the same time, the Contractor may make it available in stages without unreasonable delay.

In addition to the above provisions, the Contractor also supports the Customer to the extent necessary in fulfilling its obligations pursuant to Art. 33 and 34 GDPR.

6. Obligations to return and delete data upon completion of the order

Upon termination of this Agreement, the Contractor will, at the request of the Customer, return all order data in its possession or, at the request of the Contractor, delete or destroy it. This also applies in particular to reproductions, test data and scrap data. The deletion or destruction must be documented in writing by the Contractor and evidence thereof provided to the Customer. Data carriers provided to the Contractor must be returned to the Customer.

7. Information rights and control powers

Upon request, the Contractor provides the Customer with all necessary information to prove compliance with the requirements of this Agreement.

The Customer may verify the Contractor's compliance with the provisions of this Agreement. It may carry out inspections itself or have them carried out by an authorized third party. The Contractor will support the Customer in the audits to the extent necessary.

The Contractor will support the Customer in the event of inspections by the data protection supervisory authority to the extent necessary.

8. Term

This Agreement commences upon written confirmation. The Agreement ends automatically when the Main Contract concluded between the Parties, on which the data processing is based, ends.

9. Final provisions

Amendments, supplements or a rescission of this Agreement must be made in writing in order to be legally effective, unless otherwise stipulated herein. This also applies to a waiver of the written form requirement.

Should individual provisions of this Agreement be or become invalid in whole or in part, this shall not affect the validity of the remainder of the Agreement. The Parties will replace the invalid provision with a valid provision that comes as close as possible to the meaning and purpose of the invalid provision. The above provision applies accordingly in the event of unintended contractual loopholes.

The sole place of jurisdiction for all disputes arising from and in connection with this Agreement is Ulm, unless an exclusive place of jurisdiction is established.

All confidentiality and non-disclosure agreements relating to business and trade secrets remain in force beyond the term of this Agreement.

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Place, date

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Place, date

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Customer

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Contractor