

Agreement on the processing and use of personal data in
Contract in accordance with Article 28 DSGVO

between

PDR-Team Ltd
Two Snowhill
B4 6GA Birmingham

as the person responsible - hereafter known as client -

and

"Subcontractor"

as processors - hereinafter referred to as contractor -

1. Purpose of the contract

Object

The contract for data handling is to perform the following tasks by the contractor:

- *Support in the customer reception*
- *Technical assistance of the experts of the client in assessing hail damage*
- *Repair of vehicles with hail damage*
 - o *if desired by the customer, and especially commissioned, hail damage is before Place fixed by the contractor.*

The contractor processed this personal data for the client within the meaning of Art. 4 no. 2 and Art. 28 DSGVO based on this agreement.

2. Specification of the job content

(1) The nature and purpose of the intended processing of data

- The client is responsible for the processing of personal data in accordance with Article 4 no. 7 DSGVO. The Contractor shall not notify him of providing the contracted services data only for the performance of the contract, that process, alter or use only in the framework of the provision of the agreed service and only after further express the client's instructions. The Contractor shall not acquire any rights to the data made available to him. In particular, this is not for any other third party to transmit the data or does not justify this contract appropriate uses.
- Execution of the contract data processing takes place exclusively in a Member State of the European Union or another signatory to the Agreement on the European Economic Area. Each relocation to a third country without the prior consent of the client and may only take place if the special conditions of the Arts. 44 et seq. DSGVO are met.

(2) Type of data

Subject of the processing of personal data categories following data types:

- *People Master Data*
- *Communications data (e.g. telephone, e-mail)*
- *Contract master data (contractual relationship, product or contractual interest)*
- *Vehicle data (vehicle identification number, registration number, manufacturer and type designation, first registration)*

(3) number of concerned persons

The categories of persons affected by the processing include:

- Only customer / client of the client

3. Technical and organizational measures

(1) The contractor pursuant safety. Arts. 28 para. 3 lit. c, 32 DSGVO especially in conjunction with Art. 5 Abs. 1, par. 2 produce DSGVO. Overall, this is among the measures to be taken to data security measures and ensuring an adequate risk level of protection in terms of confidentiality, integrity, availability and resilience of the systems. Here one is the state of the art, the costs of implementation and the way the scope and purposes of the processing and the different probability of occurrence and severity of the risk to the rights and freedoms of natural persons within the meaning of Art. 32 para. DSGVO to be considered. The measures are described in the annex to this agreement. The plant is part of this agreement.

(2) The technical and organizational measures are subject to technical progress and development. In that regard, it is allowed the contractor to implement alternative adequate measures. Here, the security level of the specified measures must not be exceeded. Major changes must be documented.

The Contractor shall notify operational changes which affect the nature and purpose of the performed for the client processing have (e.g. relocation, significant technical restructuring) with the client.

4. Rights and obligations and authority to issue the Client

For assessing the admissibility of the processing in accordance with Art. 6 para. 1 DSGVO and to safeguard the rights of persons affected by the Art. 12 to 22 DSGVO, the client is responsible. However, the contractor is obliged to treat all such requests if they are recognizable directed solely to the client, passed on immediately to the latter. Dealing with the data only in the framework of the agreements and on the instructions of the client. The authority reserves as part of the job description in this Agreement a comprehensive right to give instructions about the type, scope and methods of data processing before he can substantiate through individual instructions.

The client gives all the orders, parts orders and instructions usually in writing or in a documented electronic format. Verbal instructions must be confirmed in writing or in a documented electronic format.

The name of the contact person must be notified to the contractor immediately in writing or electronically the successors or representatives.

The instructions are for their validity and then kept still for three full calendar years.

Changes in the processing object and procedural changes must be agreed jointly between client and contractor and shall specify in writing or in a documented electronic format.

Personal data from the order relation must be corrected to remove or limit their processing, if the customer so requests by means of a transfer.

The contractor shall notify the client immediately if he believes a transfer contrary to data protection legislation. The contractor is authorized to suspend the execution of the corresponding instruction until it is confirmed by the customer or changed.

The client will inform the contractor immediately if they identify any errors or irregularities in the examination of job results.

5. Control rights of the client

(1) The client has the right to carry out checks in consultation with the contractor or to be carried out by specifically designated in a particular case examiners. He has to convince sample checks, which must be notified in good time is usually from compliance with this agreement by the contractor in its business the right.

(2) The Contractor shall ensure that the customer can confirm compliance with the obligations of the contractor under Art. 28 DSGVO. The Contractor agrees to give the client to request the necessary information and evidence, in particular the implementation of the technical and organizational measures.

(3) Evidence of such measures that affect not only the specific job can also be done by

- compliance with approved rules of conduct in accordance with Article 40 DSGVO.
- certification according to an approved certification method according to Art 42 DSGVO.
- current audit certificates, reports or report excerpts independent bodies (eg auditors, auditing, data protection officer, IT security department, Privacy Auditors, quality auditors);
- an appropriate certification by IT security or privacy audit (e.g. after BSI Grundschutz).

The audit rights of the customer remain unaffected even in these cases.

(4) The customer logs external access to its IT systems (eg in the context of remote maintenance) to understand activities and intervention in the IT systems in detail and, if necessary, to derive appropriate measures from them.

(5) The processing of data in private homes (telephoto or home by employees of the contractor) is permitted only with the consent of the client. As far as the data is processed in a private apartment, is previously contracted to provide safe for control purposes of the employer access to the apartment of the employees. The measures under Art. 32 DS GMOs are sure in this case.

6. Responsibilities for quality assurance and other obligations of the contractor

(1) The Contractor shall process personal data only under the agreements and to the customer's instructions, unless he is obliged to another processing by the law of the Union or the Member States, the subject of processors for this (eg. As investigations by law enforcement or state protection authorities); In such a case, the processors (3 2 Art. 28 para. Set item a DSGVO) notify the responsible these legal requirements prior to processing, provided that the law in question does not prohibit such a notice for an important public interest.

(2) The contractor shall also legal to compliance with the provisions of this contract obligations under art. 28 to 33 DSGVO; insofar as it ensures to observe the following guidelines:

- The client and the contractor work on request with the supervisory authority in the performance of their tasks together.
- The immediate notification of the client about control actions and measures taken by the supervisory authority, to the extent they relate to the job. This also applies if a competent authority determined in the context of a misdemeanour or criminal proceedings relating to the processing of personal data when processing orders with the contractor.
- If the customer a check to the supervisory authority, a misdemeanour or criminal proceedings, the liability claim of an affected person or a third party or other claim in connection with the order processing in turn is exposed to the contractor, the contractor has made him supporting them wholeheartedly.
- The contractor periodically inspect the internal processes as well as the technical and organizational measures to ensure that the processing is carried out in his area of responsibility in accordance with the requirements of the applicable data protection law and the protection of the rights of the person concerned is guaranteed. The results of inspections must be documented.

(3) The contractor used the provided for processing personal data for any other purpose, especially for their own purposes. Copies or duplicates of the data will not be created without the knowledge of the client. The Contractor warrants that the processed for the client data from other databases are strictly separated.

(4) Information on personal data from the contractual relationship to third parties or the parties concerned may grant only after transfer or approval by the contracting authority, the contractor.

7. Notification for violations of the contractor

The contractor will assist the client in compliance with the laid down in Articles 32 to 36 of the DSGVO obligations to security of personal data, reporting requirements in data breaches, privacy impact assessments and prior consultation. These include

- into account to ensure an adequate level of protection through technical and organizational measures that the circumstances and purposes of the processing as well as the forecast of the probability and severity of the respective violation of security breaches and allow immediate identification of relevant injury events
- (The obligation to violations of data subjects' rights in the processing of their personal data Privacy margins) be reported immediately to the client,
- the obligation to support the client as part of its duty to inform the person concerned and ask him in this connection all relevant information immediately available,
- the support of the client for the privacy impact assessment,
- supporting the customer in the course of previous consultations with the Supervisory Authority,

8. Subcontract to

(1) As a subcontract to the purposes of this scheme such services are understood to be directly related to providing the main service. It does not include fringe benefits, the contractor e.g. as telecommunications services, postal / transportation services, maintenance and user service or disposal of data media and other measures to ensure the confidentiality, availability, integrity and reliability of the hardware and software of data processing equipment to complete. The contractor is, however, obliged to take to ensure data protection and data security of the client's data even when outsourced ancillary services appropriate and lawful contractual agreements and control measures.

(2) The contractor may entrust subcontractors (more processors) only with prior express written consent of the client or documented. The contractor shall ensure that it selects the subcontractor carefully with special consideration of the suitability of measures of this technical and organizational measures within the meaning of Art. 32 DSGVO. The relevant test documents to be offered to the customer on request.

A hiring of subcontractors in third countries may take place only if the special requirements of Art. 44 ff. DSGVO are met (eg. As the Commission, standard data protection clauses, approved codes of conduct adequacy decision).

(3) The contract with the subcontractors determine the information so concrete that the responsibilities of the contractor and the subcontractor are clearly delineated. If several subcontractors are used, this also applies to the responsibilities between these subcontractors. In particular, the customer must be entitled to have, if necessary, appropriate checks and inspections on the spot to perform at subcontractors or conduct by providers mandated by third parties.

(4) The transfer of personal data of the client to the subcontractor and its first-time action is only allowed if all the conditions for a sub-delegation exists and the contracted commitments under Art. 29 and Art. 32, para. 4 DSGVO relative to its employees has met.

(5) When providing the subcontractor the agreed service outside the EU / EEA, the contractor, the data protection legal admissibility take measures to ensure. The same applies if service providers within the meaning of para. 1, sentence 2 are to be used.

(6) A further outsourcing by the subcontractor requires the express consent of the main client (min. Text form).

(7) The Contractor shall make the contractual arrangements with subcontractors so that they comply with laid down privacy policy in this agreement. In the sub-delegation to the client control and verification rights shall be granted in accordance with this agreement the subcontractor. This includes obtaining the contractor upon written request information on the essential content of the contract and the implementation of the relevant data protection obligations under contractual relationship, if necessary by accessing the relevant contract documents, the right of the client.

9. Obligations of the contractor after termination of the contract, cancellation and return of personal data Art. 28 para. 3 sentence 2 lit. g DSGVO

(1) Copies or duplicates of the data will not be created without the knowledge of the client. This does not include backup copies, provided they proper to ensure

data processing are required, as well as data that are required in order to comply with legal retention requirements.

(2) Upon completion of the contracted work under framework agreements on completion of each specific service, or earlier if requested by the client, the contractor has all in its possession documents drawn up processing and use of results and data sets that are associated with the contractual relationship , handed to the contractor or destroy data protection regulations prior consent. The same applies to test and scrap material. The minutes of the cancellation must be presented upon request.

(3) documents which serve to prove the proper order and data processing must be stored by the supplier in accordance with the respective storage times on the end of the contract out. He can pass to his relief when the contract expires the client.

10. Confidentiality and protection of secrets

The contractor confirmed that relevant for order processing data protection provisions of DSGVO known him.

The Contractor shall in performing the work only employees who committed to confidentiality and were not familiar with the relevant provisions on data protection for them (*in particular Arts. 28 para. 3 S. 2 lit. b, 29, 32, para. 4 DSGVO*). The contractor and each assumed the contractor person who has access to personal data, they may process including that of this contract powers exclusively in accordance with the instructions of the client, unless they are legally required for processing.

_____, the _____

_____, the _____

(Signature of Client)

(Signature contractor)