

## Contract for order processing according to Art. 28 GDPR

This contract is concluded

between the responsible party

Company/adresse:

Represented by:

- hereafter the ordering party -  
and the order processor

SKS-Kinkel Elektronik GmbH, Im Industriegebiet 9, 56472 Hof, represented by Mrs. Claudia Kinkel-Latsch, Im Industriegebiet 9, 56472 Hof

- hereafter processor -  
- hereafter together the contract partners

### 1 Definitions of terms

- 1.1 „Personal data“ is all information that relates to an identified or identifiable natural person.
- 1.2 „Processing“ means any process carried out with or without the help of automated processes or any such series of processes in connection with personal data such as the collection, recording, organization, ordering, storage, adaptation or change, reading, querying, use, disclosure by transmission, distribution or any other form of provision, comparison or linking, restriction, deletion or destruction.
- 1.3 „Responsible“ is the natural or legal person, authority, institution or other body that alone or jointly with others decides on the purposes and means of processing personal data.
- 1.4 „Order processor“ is a natural or legal person, authority, institution or other body that processes personal data on behalf of the person responsible.

### 2 Content of the agreement

- 2.1 This agreement specifies the data protection obligations of the contractual partners, which result from the acquisition of SKS IP systems by the operator and the individual orders placed and the obligations specified therein. It applies to all activities that are related to this and during which employees of the processor or third parties commissioned by the contractor may come into contact with the client's personal data.
- 2.2 This agreement defines the subject matter and duration of the processing (section 3), the type and purpose of the processing (section 4), the type of personal data (section 5), the categories of persons affected (section 6) and the obligations and rights of the contractual partners (section 7 to 17).

### 3 Subject and duration of the processing

- 3.1 Subject of this agreement are the processed objects shown in Appendix 1. In addition, the main contracts concluded between the parties apply to the specification of this provision.
- 3.2 The term of this agreement is based on the term of the existing contractual relationship and the individual orders placed and comes into force when signed by both contracting parties.
- 3.3 The processing of personal data takes place exclusively in the territory of the Federal Republic of Germany, in a member state of the European Union or in another contracting state of the Agreement on the European Economic Area. Any relocation to a third country requires the prior consent of the ordering party and may only take place if the special requirements of Art. 44 et seq. GDPR are met.

#### **4 Type and purpose of processing**

The type and purpose of the processing of personal data by the contractor can be found in Appendix 1 to this agreement.

#### **5 Type of personal data and categories of personal data**

- 5.1 The type of personal data processed results from the existing contractual relationship and from the individual order placed as well as Appendix 1 to this agreement.
- 5.2 The group of persons affected by the handling of their personal data within the framework of this agreement includes the groups of people named in Appendix 1.

#### **6 Documented instruction**

- 6.1 The processor may only process data within the framework of the order, i. e. within the framework of the ordering party's provisions and instructions resulting from the existing contractual relationship and the individual orders placed.
- 6.2 As the responsible party within the meaning of Art. 4 No. 7 GDPR within the framework of this agreement, the ordering party is responsible for compliance with the statutory provisions of the data protection laws, in particular for the legality of the data transfer to the processor as well as for the legality of the data processing. Due to this responsibility, the ordering party can also issue instructions to the processor during the term and after the termination of this agreement.
- 6.3 Every instruction from the client must be in writing or text form (e.g. letter, fax, e-mail, SMS, chat message) and must be transparently documented. It must always be possible to trace when and by whom an instruction was given to the processor. The processor only has to follow instructions in writing or text form.
- 6.4 The processor will inform the ordering party immediately if he is of the opinion that an instruction violates the GDPR or other data protection regulations of the Union or the member states.

#### **7 Confidentiality**

- 7.1 The processor guarantees and assures that the persons authorized to process the personal data are obliged to maintain confidentiality or are subject to an appropriate statutory obligation of confidentiality.
- 7.2 Upon request, the processor will provide evidence of the obligation to maintain confidentiality.

#### **8 Technical and organizational measures of the processor**

- 8.1 Taking into account the state of the art, the implementation costs and the type, scope, circumstances and purposes of the processing as well as the different probability of occurrence and severity of the risk for the rights and freedom of natural persons, the processor has taken suitable technical and organizational measures to ensure an appropriate level of protection corresponding to the risk for the personal data processed by him.

Amongst others these measurements include the following:

- a) the pseudonymization, anonymization and encryption of personal data;
- b) organizational and operational measures to ensure confidential handling of the personal data of the order processed, in particular:
  - Obligation of confidentiality
  - Implementing adequate access, admission and entry concepts and controls
- c) the ability to ensure the confidentiality, integrity, availability and resilience of the systems and services in connection with the processing in the long run
- d) the ability to quickly restore the availability and access to personal data in the event of a physical or technical incident
- e) a procedure for the regular review, assessment and evaluation of the effectiveness of the technical and organizational measures to ensure the security of the processing.

- 8.2 When assessing the appropriate level of protection, the processor has taken into account the risks associated with the processing - in particular through destruction, loss or alteration, whether unintentional or unlawful, or unauthorized disclosure of or unauthorized access to the personal data that is transmitted, stored or otherwise processed.
- 8.3 The processor takes steps to ensure that natural persons subordinate to him, who have access to personal data, only process them when instructed by the responsible party, unless they are obliged to process them under Union or Member State law.

## **9 Involvement of further order processors**

- 9.1 The ordering party grants the contractor general approval for the involvement of further processors within the meaning of Art. 28 Paragraph 2 GDPR.
- 9.2 The processor always informs the ordering party of any intended change in relation to the involvement or replacement of other processors, which gives the ordering party the opportunity to raise a justified objection to such changes within five working days.
- 9.3 If the processor issues orders to other processors, it is the responsibility of the processor to transfer his obligations under this agreement to the other processors. This applies in particular to the requirements for confidentiality, data protection and data security agreed upon between the contractual partners.

## **10 Rights of the affected persons**

- 10.1 In case the ordering party is obliged to provide information to an individual person on the processing of this person's data due to applicable data protection laws, the processor will support the ordering party in providing this information.
- 10.2 The processor takes especially suitable technical and organizational measures to enable the ordering party to fulfill his obligations towards those affected.

## **11 Supporting the ordering party**

- 11.1 The processor supports the ordering party, taking into account the type of processing and the information available to him, in compliance with the obligations for the security of the processing of personal data specified in Articles 32 to 36 GDPR as well as for any existing obligations for reporting and notification, for carrying out impact assessments and necessary prior consultations with the supervisory authority.
- 11.2 The processor ensures an appropriate level of protection through technical and organizational measures, which take into account the circumstances and purposes of the processing as well as the forecast probability and severity of a possible violation of the law caused by security gaps and enable an immediate determination of relevant violation events.
- 11.3 The processor is obliged to report a violation of the protection of personal data to the ordering party immediately. The processor supports the ordering party in his reporting obligation under Art. 33 GDPR and immediately provides him with any information that may be required.
- 11.4 The processor supports the ordering party within the scope of his obligation to provide information to the affected person under Art. 34 GDPR and in this context he immediately provides him with all relevant information.
- 11.5 The processor supports the ordering party in the context of any data protection impact assessments to be carried out in accordance with Art. 35 GDPR.
- 11.6 The processor supports the ordering party in the context of any necessary prior consultations with the supervisory authority.

## **12 Remuneration regulations**

- 12.1 The processor may invoice the ordering party the expenses incurred through his utilisation on the basis of this contract and the fulfillment of his obligations under this contract.
- 12.2 The regular remuneration is based on the agreement on remote maintenance, which is hereby expressly referred to.

**13 Completion of the provision of processing services**

- 13.1 Due to the subject matter of the assignment, there is usually no permanent storage of personal data on behalf of the responsible party. Insofar as the processor, when performing his task, processes the client's personal data on his systems beyond an individual order, the following provisions apply.
- 13.2 After the termination of the existing contractual relationship and the respective individual order, the processor must, on request, hand over to the ordering party all documents, data and processing results related to the contractual relationship that have come into his possession.
- 13.3 If requested, the processor's data carriers must then be physically erased. This also applies to any data backups of the processor. The deletion must, if requested by the ordering party, be documented in a suitable manner.

**14 Control rights of the ordering party**

- 14.1 The ordering party has the right to convince himself of the technical and organizational measures of the processor before starting the data processing and regularly after. For this purpose, he can in particular ask the processor for self-disclosure and, after making a timely appointment, he may personally convince himself during normal business hours without disrupting operations, limited to once a year, or commission a third party to do so.
- 14.2 The processor undertakes to provide the ordering party with all information necessary to carry out a control upon written request within a reasonable period of time. In particular, the processor is obliged to demonstrate the implementation of appropriate technical and organizational measures. Evidence of such measures, which do not only concern the specific individual order, can be provided by:
- a) complying with approved rules of conduct in accordance with Art. 40 GDPR;
  - b) certifying according to an approved certification procedure according to Art. 42 GDPR;
  - c) current attestations, reports or report excerpts from independent bodies (e.g. accountants, auditors, data protection officers, IT security departments, data protection auditors, quality auditors);
  - d) an appropriate certification through IT security or data protection audits (e. g. according to BSI basic protection).

**15 Correction, restriction and deletion of data**

- 15.1 The processor is not authorized to correct, restrict or delete the data processed in the order, unless he is following documented instructions from the ordering party. If an affected person contacts the processor directly in this regard, the processor will forward this request to the ordering party.
- 15.2 If agreed, the existence of a data protection-compliant deletion concept, the data portability and the implementation of the rights to correction and deletion („right to be forgotten“) must be ensured by the processor.

**16 Data protection officer**

The processor is legally obliged to appoint a data protection officer. He has fulfilled this obligation. The contact details can be obtained from the processor.

**17 Documentation obligations of the processor**

- 17.1 The processor keeps a list of all categories of processing activities carried for the order for the ordering party. The register must be kept in writing, which can also be done in an electronic format.
- 17.2 On request the ordering party or the processor and, if applicable, the representative of the ordering party or the processor will make the directory available to the supervisory authority.

**18 Information requirements, written form requirement, choice of law**

- 18.1 Should the ordering party's data at the processors's site be jeopardized by seizure or confiscation, bankruptcy or settlement proceedings or other events or measures by third parties, the processor must inform the client accordingly. The processor will inform all those responsible in this context that the sovereignty and ownership of the data lie exclusively with the ordering party.

18.2 Changes and additions to this agreement and all of its components - including any warranties by the processor - require a written agreement and an express reference to the fact that this is a change or addition to this agreement. This also applies to the waiver of this formal requirement.

18.3 German law applies. Place of jurisdiction to entrepreneurs is the registered office of the processor.

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Place and date

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For the ordering party

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Place and date

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For the processor

**Appendix 1**

Die konkreten Inhalte der Auftragsverarbeitung müssen vom Auftraggeber festgelegt und in diesem Vertrag dokumentiert werden. Der Auftraggeber ist für die Vollständigkeit dieser Anlage verantwortlich.

The specific content of the order processing must be specified by the ordering party and documented in this contract. The processor is responsible for the completeness of this system.

**Subject of processing**

- ✓ IT services
- ✓ Remote maintenance
- ✓ IT support (Advice and support services)
- ✓ Provision of the IP system by the operator, provision of the communication functions
- ✓ Operation and provision of the app and website
- ✓ Provisions of back-ups

**Type and purpose of processing**

- ✓ Inspection for the purpose of providing IT support services
- ✓ Provisions of back-ups
- ✓ Operation of the IP system and the connected IT and device infrastructure to it
- ✓ Inspection, change, duplication as part of remote maintenance

**Categories of personal data**

- ✓ Personal master data (e. g. form of address, name, address)
- ✓ Communication data (e. g. email address, IP addresses, device identification)
- ✓ Contract and product data (e. g. Payment details, license purchased, selected product and tariff), as long as there is a personal reference
- ✓ Connection data (e. g. IP address, in- and outgoing calls and emails)
- ✓ Log files (e. g. IP address of a single device, connection data, time stamp, user)
- ✓ Voice, video and image data
- ✓ Configuration settings of the system (e. g. settings of the data transmission)
- ✓ Diagnostic data of the app (e. g. information on the end device, app crashes)
- ✓ IP address and usage data when opening the website
- ✓ Parcel box data (i. e. Parcel locker number, time and number of parcel deliveries and removals)
- ✓ Statistic data

**Categories of affected persons**

- ✓ Clients
- ✓ Persons with authorized admission
- ✓ Employees
- ✓ Employees' relatives