

# GENERAL TERMS AND CONDITIONS DATA PROTECTION OFFICER



Compliance.One GmbH (hereinafter referred to as "Contractor" and/or "DPO") provides the services of the external data protection officer ("DPO") to the Client. For the provision of these services, these General Terms and Conditions Data Protection Officer shall apply.

## 1. Designation as Data Protection Officer

- 1.1** The Contractor provides DPO services for the Client and the Client designates the Contractor as the Client's (external) DPO upon commencement of the Agreement. The Contractor shall provide an employee as DPO Single Point of Contact for the Client.
- 1.2** Pursuant to Art. 37 (7) GDPR, the Client is obliged to communicate the contact details of the DPO (in some circumstances including the contact details of the DPO Single Point of Contact) to the competent data protection supervisory authority. The DPO shall assist the Client with the communication upon request.
- 1.3** The Client is obliged under Article 37 (7) GDPR to publish the contact details of the DPO. The DPO agrees to the publication of the contact data, including an e-mail address, on the Client's websites.
- 1.4** If the designated DPO Single Point of Contact is foreseeably no longer working for the Contractor or is prevented from providing the service for a longer period of time, the Contractor may notify the Client of the need to change the DPO Single Point of Contact and provide a new DPO Single Point of Contact.

## 2. Position of the DPO

- 2.1** The Client shall ensure that the position of the DPO is implemented in the Client's organization in a manner that complies with Art. 38 GDPR. The implementation of the tasks by the Client shall include in particular:
  - The Client shall ensure that the DPO is involved properly and at an early stage in all issues, processes and decisions relating to the protection of personal data. To this end, the Client shall ensure within its organization that employees involve the DPO at an appropriate early stage.
  - The Client shall support the DPO in the performance of its duties by providing the resources and information necessary for the performance of these duties.
  - The Client shall ensure that questions addressed to the DPO are forwarded to the DPO without delay.
- 2.2** The Client shall inform the DPO of all facts and circumstances necessary for the complete processing of a request. The Client shall name a central contact person for data protection to the DPO.
- 2.3** Insofar as an employee of the Client has a question regarding the protection of his/her own personal data during processing by the Client, he/she may always contact the Data PPO.
- 2.4** In particular, the Client shall inform the DPO in advance of any newly planned establishment or modification of procedures with which personal data are processed, so that monitoring of compliance with the requirements of the GDPR and other data protection regulations by the DPO can take place.
- 2.5** The DPO is not subject to instructions in the performance of its duties as the Client's DPO. The DPO reports directly to the Client's highest management level.
- 2.6** The DPO shall ensure the acquisition and maintenance of the expertise required for data protection officers (Art. 37 (5) GDPR).
- 2.7** The DPO Single Point of Contact may be assisted by other appropriately qualified employees of the Contractor.



### **3. Tasks of the DPO**

#### **3.1** The tasks of the DPO include in particular:

- Informing and advising the Client and the employees who carry out processing operations with regard to their obligations under the GDPR or other applicable data protection regulations;
- Monitoring compliance with the requirements of the GDPR and other data protection regulations, as well as the client's personal data protection policies, including the assignment of responsibilities, awareness raising and training of staff involved in processing operations, and reviews in this regard;
- Advice - upon request - in connection with the data protection impact assessment and monitoring of its implementation pursuant to Art. 35 GDPR;
- Cooperation with the supervisory authority;
- Acting as a contact point for the supervisory authority on issues related to the processing, including prior consultation under Art. 36 GDPR, and advising on any other issues as appropriate.

#### **3.2** The DPO basically fulfills the tasks that are incumbent on the data protection officer according to Art. 39 GDPR. The DPO is the contact person for management, employees, data subjects and supervisory authorities.

#### **3.3** The Contractor shall provide the Client with access to its data protection online platform with numerous templates and information on data protection, which enable the Client to independently comply with and fulfill its obligations under data protection law. Unless otherwise agreed, the online platform is also used for collaboration between the client and the DPO, in particular for maintaining the Client's data protection documentation and for the secure exchange of documents.

#### **3.4** The services of the DPO are fulfilled within the agreed time quota and according to the prioritization defined by the Client.

#### **3.5** The DPO shall ensure that it can be reached by e-mail or telephone during normal office hours and that inquiries are processed promptly, depending on the type and scope of the inquiry. The DPO will also provide a telephone number for emergencies. An emergency exists in particular if the client has become aware of a personal data breach and there may be an obligation to notify pursuant to Art. 33, 34 GDPR.

#### **3.6** The Client shall ensure that it itself complies with the tasks and obligations assigned to it under GDPR. The DPO shall not be responsible for compliance with obligations arising from the GDPR for the Client, except as expressly agreed in this clause and/or separately, if applicable. In this respect, the DPO shall only be available in an advisory capacity at the request of the Client.

### **4. Term and Remuneration**

#### **4.1** The initial contractual term is defined in the contract and the term shall be extended by a further 12 months in each case if the contract is not terminated by one party with three calendar months' notice to the end of the respective term. An extraordinary right of termination of each party remains unaffected. Termination must be in writing; e-mail is not sufficient.

#### **4.2** The DPO will regularly inform the Client about the number of hours used. In the event that the agreed number of hours is foreseeably exceeded, the DPO will inform the Client in advance and the Client may commission additional hours at the agreed hourly rate or suspend further service provision until the end of the term. Consulting hours that are provided in excess of the volume agreed upon in the retainer after express approval by the Client will be billed at the regular hourly rate.

#### **4.3** The retainer is billed annually in advance, other consulting hours are billed calendar month in arrears. Invoices will be sent as PDF by e-mail. Invoices are payable within 14 days of receipt.

#### **4.4** For travel by the DPO which is necessary for the fulfillment of its contractual duties, the travel expenses shall be reimbursed by the Client against proof of actual expenditure. Travel times, including waiting times, incurred by the DPO as a result of his work for the Client shall be charged on a pro rata basis.

### **5. Confidentiality**

#### **5.1** The Contractor shall treat all information they receive in connection with this Agreement and with the activity as DPO of the Client as confidential. The Contractor may only use this information for the



purposes of performing the contract the duties of the DPO. The Contractor is prohibited from using confidential information in whole or in part for other purposes.

**5.2** The obligation of confidentiality does not apply or no longer applies if

- the information is generally known or becomes generally known after the Contractor becomes aware of the information;
- the Contractor has lawfully obtained the information from a third party without breaching a confidentiality obligation;
- the Contractor has been expressly authorized in advance by the Client to make the disclosure;
- or the Contractor is obliged to disclose data due to a legal provision or official order. In this case, the Client shall be informed in advance of the intended disclosure and the legally permissible and necessary precautions shall be taken to keep the scope of the disclosure as small as possible.

**5.3** The Contractor shall be obliged to oblige employees and other vicarious agents of the Contractor to the same extent to maintain secrecy. The Client may demand proof from the Contractor of the implementation of the obligation.

**6. Data Protection and Information Security**

**6.1** The Contractor processes the data of the Client's employees for the performance of the contract (Art. 6 (1) lit. b) GDPR), in accordance with its data protection information, available on the Contractor's website.

**6.2** The Contractor shall ensure that all information obtained in connection with its activities for the Client is protected against unauthorized access by third parties in a manner consistent with the state of the art.

**6.3** It is pointed out to the Client that in the case of electronic communication via the Internet, it can never be completely ruled out that unauthorized third parties may gain knowledge of the contents of the communication. The Contractor offers encrypted communication by e-mail. The public key required for the communication will be transmitted upon request.

**7. Limitation of Liability**

**7.1** The Contractor shall be liable without limitation for all damage caused by the Contractor in the event of intent or gross negligence.

**7.2** In the event of slight negligence, the Contractor shall be liable without limitation in the event of injury to life, limb or health.

**7.3** In all other respects, the Contractor shall only be liable insofar as it has breached a material contractual obligation. In this context, essential contractual obligations are defined in the abstract as obligations whose fulfillment is a prerequisite for the proper performance of the contract and on whose fulfillment the Client may regularly rely. In such cases, liability shall be limited to compensation for the foreseeable, typically occurring damage.

**7.4** Insofar as the Contractor's liability is excluded or limited in accordance with the aforementioned provisions, this shall also apply to the Contractor's vicarious agents.

**8. Miscellaneous**

**8.1** The contractual relationship is subject to the law of the Federal Republic of Germany. The place of jurisdiction for all disputes arising from this agreement is Munich.

**8.2** Verbal collateral agreements do not exist. Amendments or supplements to this agreement must be made in writing. This shall also apply to any amendment of this written form requirement.