

## Agreement on commissioned data processing pursuant to Article 28 GDPR

between

- Person responsible (the "Client") -

and

Adresslabor Rolf Paschold  
Seegartenstr. 18  
63768 Hösbach

- (the "Data Processor") -

### 1. Subject matter and duration of the contract

#### Subject of the contract

The subject of the order results from the services ("tests") selected by the client on the website [www.adresslabor.de](http://www.adresslabor.de). The client has the choice for e.g., the following services:

a) Real-time check via web service, namely „Name-Check“ (correct form of address, upper/lower case, first name and surname mixed up if necessary) incl. correction of the data and „Address-Check“ (upper/lower case, number errors in the postcode, street etc.) incl. correction of the data. With the real-time check, the data is only processed on the server for milliseconds, reported back via the API interface and not stored any further.

b) Bulk check (upload data via Excel spreadsheet or CSV file) for name checks, address checks, email checks and other offers.

c) In the event that an extension of the range of services becomes necessary, this can be done by means of a documented individual instruction. Within the scope of the instruction, it should also be documented that the security of the processing has been checked with regard to the extended data processing.

Point a) and b) are SaaS solutions for data quality of personal data (Software as a Service). These services are provided either in real-time via a web service or, in the case of bulk checks, as a batch check via encrypted interfaces.

### Duration of the order

The duration of the order (term) corresponds to the term of this contract. The Client may interrupt, resume, or permanently terminate the order at any time by not sending any further requests to the Data Processor.

## **2. Concretisation of the content of the order**

### Nature and purpose of the intended processing of data

The type and purpose of the processing of personal data by the Data Processor for the Client are specifically described on the Data Processor's website. The purposes of the processing include name and address checks, e-mail or telephone number checks as integration into the web shop, ERP or other system of the Client in real time (cf. Clause 1).

The provision of the contractually agreed data processing shall take place exclusively 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 client and may only take place if the special requirements of Article 44 et seq. GDPR are fulfilled.

### Type of data

The following types/categories of data are the subject of the processing of personal data, depending on the service chosen by the client:

Personal master data:

- Name-Check B2C: salutation, title, first name, last name
- Fake-Check: first name, last name
- Address-Check light: street, house no., postcode, city, country
- Address-Check pro (worldwide): street, house no., postcode, city, country

Communication data:

- E-Mail-Check: e-mail address
- Telephone directory: name, address, optionally telephone number

Company data:

- VAT-ID-Check: VAT ID number

Categories of persons concerned

The categories of data subjects affected by the processing include:

### **3. Technical-organisational measures (TOM)**

The Data Processor shall document the implementation of the technical and organisational measures set out and required in the run-up to the awarding of the contract before the start of the processing, regarding the specific execution of the contract and shall hand them over to the client for inspection. If accepted by the Client, the documented measures shall become the basis of the contract. If the examination/audit of the Client reveals a need for adaptation, this shall be implemented by mutual agreement.

The Data Processor shall establish security pursuant to Article 28 (3) lit. C, 32 GDPR, in connection with Article 5 (1), (2) GDPR. Overall, the measures to be taken are data security measures and measures to ensure a level of protection appropriate to the risk regarding confidentiality, integrity, availability and the resilience of the systems.

The state of the art, the implementation costs and the nature, scope, and purposes of the processing as well as the varying likelihood and severity of the risk to the rights and freedoms of natural persons within the meaning of Article 32(1) of the GDPR shall be considered.

The technical and organisational measures are subject to technical progress and further development. In this respect, the Data Processor is permitted to implement alternative adequate measures. The Data Processor shall carry out a review, assessment, and evaluation of the effectiveness of the technical and organisational measures to ensure the security of the processing when there is cause to do so, but at least once a year (Article 32 (1) (d) of the GDPR). The result, including the complete audit report, shall be communicated to the client. The technical and organisational measures of Adresslabor are attached as an appendix to this agreement and can be accessed in the current version at any time at [adresslabor.de](https://adresslabor.de).

#### **4. Correction, restriction, and deletion of data**

The Data Processor may not correct, delete, or restrict the processing of the data processed under the contract on its own authority outside the provisions of the contract, but only in accordance with the documented instructions of the client. Insofar as a data subject contacts the Data Processor directly in this regard, the Data Processor shall forward this request to the client without delay.

#### **5. Quality assurance and other obligations of the Data Processor**

In addition to compliance with the provisions of this Order, the Data Processor shall have statutory obligations pursuant to Articles 28 to 33 of the GDPR; in this respect, the Data Processor shall ensure compliance with the following requirements:

- The maintenance of confidentiality pursuant to Article 28 (3) sentence 2 lit. B, 29, 32 (4) GDPR. When carrying out the work, the Data Processor shall only use employees who have been obligated to maintain confidentiality and who have previously been familiarised with the data protection provisions relevant to them. The Data Processor and any person subordinate to the Data Processor who has access to personal data may not process personal data, including the powers granted in this contract, unless they are legally obliged to do so.
- The implementation of and compliance with all technical and organisational measures required for this assignment pursuant to Article 28 (3) p. 2 lit. C, 32 GDPR.
- The contracting authority and the Data Processor shall cooperate with the supervisory authority in the performance of its duties upon request.
- The immediate information of the client about control actions and measures of the supervisory authority, insofar as they relate to this order. This also applies insofar as a competent authority is investigating the Data Processor in the context of administrative offence or criminal proceedings regarding the processing of personal data during the commissioned processing.
- Insofar as the Client, for its part, is exposed to an inspection by the supervisory authority, administrative offence or criminal proceedings, the liability claims of a data subject or a third party or any other claim in connection with the commissioned processing at the Data Processor, the Data Processor shall support it to the best of its ability.
- Data protection officer: The Data Processor has not appointed a data protection officer. The legal basis for these results from Article 37 GDPR and Section 38 (1) sentence 2 BDSG. The Data Processor employs fewer than 10 persons who are permanently involved in the automated

processing of personal data. Furthermore, the data processing is not subject to a data protection impact assessment and does not serve market or opinion research.

- The Data Processor shall regularly monitor (cf. Section 3) the internal processes as well as the technical and organisational measures to ensure that the processing in its area of responsibility is carried out in accordance with the requirements of the applicable data protection law and that the protection of the rights of the Data Subject is guaranteed.
- Verifiability of the technical and organisational measures taken vis-à-vis the Client within the scope of its control powers pursuant to clause 7 of this Agreement.

## **6. Subcontracting relationships**

Subcontracting relationships within the meaning of this provision shall be understood to be those services which relate directly to the provision of the main service. This does not include ancillary services which the Data Processor uses, for example, as telecommunications services, postal/transport services, maintenance and user service or the disposal of data carriers as well as other measures to ensure the confidentiality, availability, integrity and resilience of the hardware and software of data processing systems. However, the Data Processor shall be obliged to implement appropriate and legally compliant contractual agreements as well as control measures to ensure data protection and data security of the Client's data also in the case of outsourced ancillary services.

The Data Processor may only engage subcontractors (further processors) with the prior express written or documented (in writing or by e-mail) consent of the Client and on condition that a contractual agreement exists between the Data Processor and the subcontractor in accordance with Article 28 (2-4) of the GDPR, according to which the subcontractor is subject to the same data protection requirements as the Data Processor.

A replacement of the existing subcontractor or the involvement of further subcontractors requires the prior express written or documented (in writing or by e-mail) consent of the Client and is subject to the condition of a contractual agreement between the Data Processor and the subcontractor in accordance with Article 28 (2-4) of the GDPR, according to which the subcontractor is subject to the same data protection requirements as the Data Processor.

The transfer of personal data of the principal to a subcontractor and its first activity shall only be permitted once all requirements for subcontracting have been met.

If the subcontractor provides the agreed service outside the EU/EEA, the Data Processor shall ensure that it is permissible under data protection law by taking appropriate measures. The same shall apply if service providers within the meaning of para. 1 sentence 2 are to be used.

This Agreement contains the Annex "Subcontractors". It defines which of the Data Processor's services are provided by subcontractors. This list must be checked by the client and the result of the check must be documented. If you do not agree to this subcontracting relationship, you should no longer use the corresponding product. Otherwise, the signing of this agreement is understood as express consent.

## **7. Control rights of the client**

The Client has the right to carry out inspections in consultation with the Data Processor or to have them carried out by inspectors to be named in individual cases. It shall have the right to satisfy itself of the Data Processor's compliance with this Agreement in its business operations by means of spot checks, which must generally be notified in good time.

The Data Processor shall ensure that the Client can satisfy itself of the Data Processor's compliance with its obligations pursuant to Article 28 of the GDPR. The Data Processor undertakes to provide the Client with the necessary information upon request and to provide evidence of the implementation of the technical and organisational measures.

The proof of such measures, which do not only concern the specific order, can be provided through

- compliance with approved rules of conduct pursuant to Article 40 GDPR.
- certification in accordance with an approved certification procedure pursuant to Article 42 GDPR.
- self-audits carried out by the Data Processor's data protection officer
- current test certificates, reports or report extracts from independent bodies (e.g. quality auditors);
- a suitable certification by IT security or data protection audit (e. g. according to BSI- Basic protection).

## **8. Cooperation obligations of the Data Processor**

The Data Processor shall assist the Client in complying with the personal data security obligations, data breach notification obligations, data protection impact assessments and prior consultations referred to in Articles 32 to 36 of the GDPR. This includes, among others:

- Ensuring an adequate level of protection through technical and organisational measures that take into account the circumstances and purposes of the processing as well as the predicted likelihood and severity of a potential security breach and allow for the immediate detection of relevant breach events.
- The obligation to report personal data breaches to the principal without undue delay
- The obligation to support the principal within the scope of its duty to inform the data subject and to provide it with all relevant information in this context without delay
- The support of the principal for its data protection impact assessment
- The support of the principal in the context of prior consultations with the supervisory authority

## **9. Right of the client to issue instructions**

Data processing shall be carried out exclusively within the framework of the provisions of the contract unless the Data Processor is required to process such data by the law of the European Union or the Member States to which the Processor is subject. In such a case, the Data Processor shall notify the Client of these legal requirements prior to the processing, unless the law in question prohibits notification due to an important public interest.

As an equivalent to the Client's written instructions, the use of the services offered and documented in detail there can be used after registration on [adresslabor.de](https://www.adresslabor.de).

The Data Processor will inform the client immediately if the Data Processor is of the opinion that an instruction of the client violates data protection regulations. The Data Processor is entitled to suspend the implementation of the corresponding instruction until it is confirmed in writing or amended by the person responsible at the client.

## **10. Deletion and return of personal data**

Copies or duplicates of the data shall not be made without the knowledge of the client. This does not apply to backup copies, insofar as they are necessary to ensure proper data processing, as well as data that is required regarding compliance with statutory retention obligations.

After expiry of the separately agreed storage period, if any, or earlier upon request by the Client, the Data Processor shall hand over to the Client or, after prior consent, destroy in accordance with data protection law all documents that have come into its possession, processing and utilisation results produced as well as data files that are related to the contractual relationship. The same shall apply to test and reject material. The record of the deletion shall be submitted upon request.

Documentation which serves as proof of orderly and proper data processing shall be kept by the Data Processor beyond the end of the contract in accordance with the respective retention periods. He may hand them over to the Client at the end of the contract to relieve him of the burden.

## **11. Liability**

The Data Processor shall be liable to the Client for all damages incurred by the Client due to intentional or grossly negligent breach of the Data Processor's obligations under this Agreement. For damage caused by negligence, the liability of the Data Processor is limited to the foreseeable, typically occurring damage. Liability for consequential damages, for loss of profit, is excluded. Article 82 of the GDPR applies.

## 12. General Terms

For support services which are not included in the contract, or which are not due to the Data Processor's misconduct, the Client may give notice before the support service is provided.

Changes and additions to this agreement must be made in writing.

The contractual provisions of Adresslabor agreed within the framework of the contract shall apply in their currently valid version.

The annexes "Technical and Organisational Measures" and "Subcontractors" are an integral part of this Agreement.

### **Acceptance of the agreement electronically:**

Client by confirmation on [adresslabor.de](http://adresslabor.de) on:

Data Processor by confirmation on [adresslabor.de](http://adresslabor.de) on:

### **If you see a need: Additional dispatch by post/ scan/ e-mail:**

-----,  
(Place, date)

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(Place, date)

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Adresslabor, Rolf Paschold



## Annex to the order processing

### Subcontractor

List of appointed subcontractors:

<b>Subcontractor</b>	<b>Processing site</b>	<b>Type of service</b>
drehtuere42	Germany, Mülheim an der Ruhr	Google Advertising (SEA/ SEO)
Pixelstein GmbH	Germany, Langenselbold	Server-Administration, maintenance and support frontend and backend

Valid from: 01.04.2021