

## Order Processing Agreement

(Revision November 2022)

### PRAEMBLE

The Order Processing Agreement ("**DPA**") is a part of the Service Agreement or another written agreement between the Processor, idem telematics GmbH (hereinafter "**Processor**") and the Controller. The DPA defines the agreement of both parties regarding the processing of personal data. The Contractor processes personal data for the Principal in accordance with the agreement existing between these parties. The processing of the data is carried out exclusively on the basis of this DPA in accordance with Art. 28 of Regulation (EU) 2016/679 (General Data Protection Regulation "**GDPR**"). The Contractor's general data protection declaration can be viewed at <https://www.idemtelematics.com/en/privacy-statement.html>.

### CONCLUSION OF CONTRACT

This Order Processing Agreement is an integral part of the Service Agreement or other written agreements.

#### 1. SUBJECT-MATTER AND DURATION OF PROCESSING

- 1.1 The subject-matter to be processed results from the current objective Service Agreement and all following Service Agreements, which are concluded between the Processor and the Controller in the future to the comparable object of the Service Agreement.
- 1.2 The Service Agreement is open-ended and can be terminated by both parties with one month's notice to the end of the following month. The possibility of termination without notice remains unaffected. Upon termination of the Service Agreement, all Service Agreements whose processing is the subject of this Service Agreement automatically terminate.

#### 2. TYPE AND PURPOSE OF PROCESSING

- 2.1 The type and purpose of the processing of personal data by the Processor on behalf of the Controller are stated in the Service Agreement.
- 2.2 The provision of contractually agreed data processing shall take place in a Member State of the European Union or in another signatory State to the Agreement on the European Economic Area. Any transfer to a third country shall require the prior consent of the Controller and may only take place if the requirements of Art. 44 et seq. GDPR are fulfilled.

### 3. TYPE OF PERSONAL DATA

3.1 The type of personal data used is stated in the Service Agreement.  
This will generally be at least:

- personal master data
- communication data (e.g. telephone, email)
- contract master data (contractual connection, product / contractual interests)
- Controller history
- contract invoicing / payment data
- position data for vehicles
- position data drivers (only truck services)
- driving times for drivers (only truck services)

### 4. CATEGORIES OF DATA SUBJECTS

4.1 The categories of data subjects of processing will generally comprise at least:

- Processor / Controller
- Controller personnel (drivers, dispatchers)
- contact persons

### 5. SECURITY OF PROCESSING

- 5.1 The Processor has taken the technical and organisational measures described in more detail at <https://www.idemtelematics.com/en/privacy.html> within its area of responsibility to ensure a level of protection appropriate to the risk to Art. 32 of the GDPR.
- 5.2 The technical and organisational measures are subject to technical progress and further development. The Processor is entitled to implement adequate alternative measures provided that the level of safety of the measures stipulated stays constant.

### 6. OBLIGATIONS OF THE PROCESSOR

- 6.1 The Processor shall process the personal data only on the basis of documented instructions from the Controller unless exemption under Art. 28(3)(a) GDPR applies. The Processor shall promptly inform the Controller if it should be of the opinion that an instruction infringes the law applicable. The Processor shall be entitled to postpone carrying out a particular instruction until such time as it is confirmed or changed by the Controller. Instructions may be given, changed, supplemented or replaced in written or electronic form (text form). Verbal instructions must be subsequently documented by the Controller in the aforementioned format.
- 6.2 Der Processor shall only use persons to process personal data who have given an undertaking of confidentiality or who are subject to a reasonable statutory duty of confidentiality.
- 6.3 At the request of the Controller the Processor shall provide assistance pursuant to Art. 28(3)(f) GDPR with the commissioning of a privacy impact assessment and, where appropriate, with prior

consultations with supervisory authorities. At the request of the Controller the Processor shall assist with compiling and updating the Controller's index of processing activities where this relates to the documentation of technical and organisational measures. The expense thereby incurred shall be reimbursed by the Controller.

6.4 The Processor has appointed a data protection officer. The current data protection officer is:

idem telematics GmbH  
Standort Ulm  
Riedweg 5  
89081 Ulm  
Bundesrepublik Deutschland

E-Mail: [datenschutz@idemtelematics.com](mailto:datenschutz@idemtelematics.com)

6.5 The Processor shall regularly monitor its data processing operations and systems with regard to compliance with data protection rules and shall document such monitoring. The Processor shall, on request, provide the Controller with the documentation as proof of ample guarantees.

6.6 The Processor shall support the Controller in the fulfilment of its obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of the GDPR. The Processor shall immediately inform the Controller if a data subject make a direct approach to the Processor in connection with the exercise of rights laid down in Chapter III of the GDPR.

6.7 The Processor shall inform the Controller of any suspicion of a personal data breach and of any control procedures and measures implemented by the supervisory authority. The Processor is aware that the Controller is obliged to comprehensively document all personal data breaches and notify them to the supervisory authority or data subject within 72 hours. In such an instance the Processor shall support the Controller in its compliance with its obligation to notify and provide the information stated in Art. 33(3) GDPR in particular.

6.8 The Processor shall, at the choice of the Controller, delete or return all the personal data within a reasonable period after the end of the provision of services relating to processing unless the law applicable requires the Processor to store the personal data.

6.9 The Processor shall make available to the Controller all information necessary to demonstrate compliance with the obligations laid down in Art. 28 GDPR and allow for and contribute to audits, including inspections, conducted by the Controller or another auditor mandated by the Controller.

## 7. SUBPROCESSORS

The Processor shall only mandate sub processors with the prior written consent of the Controller. The Controller hereby gives its approval to the subcontracts concluded between the Processor and the sub processors.

The Contractor's current subcontractors can be viewed at <https://www.idemtelematics.com/en/privacy.html>.

7.1 Mandates to sub processors shall be formulated by the Processor in such a way that they meet the requirements of confidentiality, privacy and data security under this Mandate and under Art. 28(2) to (4) GDPR.

- 7.2 On lodging a written request, the Controller shall be entitled to receive information from the Processor regarding the substantive content of the subcontract and implementation of the sub processor's obligations of relevance to data protection.
- 7.3 The passing on of the Controller's personal data to the sub processor and the first commencement of the latter's activities shall not be permitted until the above requirements are met.

## 8. LIABILITY

- 8.1 The Controller and Processor shall be liable to third parties for material and non-material damage as a result of an infringement of the GDPR pursuant to Art. 82(1) GDPR. Where both the Controller and the Processor are liable for such damage pursuant to Art. 82(2) GDPR the Parties shall be liable for such damage *inter se* according to their proportionate responsibility. Where a person asserts a claim wholly or predominantly in damages against one Party in such a case that Party may require the other Party to exempt or indemnify it in so far as it reflects its proportionate responsibility.
- 8.2 The Processor shall be entitled to disclose details of the Controller's instructions and data processing undertaken for the purpose of claiming exemption from liability under Art. 82(3) GDPR. The Controller shall be under an obligation to support the Processor as well as possible to enable the Processor to obtain exemption from liability vis-à-vis third parties under Art. 82(3) GDPR.

## 9. FINAL PROVISIONS, REQUIREMENT OF WRITTEN FORM, CHOICE OF LAW, FORUM

- 9.1 This Mandate contains all of the agreements between the Parties regarding the contract subject-matter. There are no verbal or written agreements in existence outside this Mandate. This Mandate cancels and replaces right from commencement of the contract all former verbal and written agreements between the Parties regarding the contract subject-matter.
- 9.2 Additions or changes to this Mandate – including this clause on written form – must be made in writing and can also be done in electronic format.
- 9.3 Unless expressly agreed to the contrary all references to legislation, provisions, documents and schedules shall mean the latest version of such legislation, provisions, documents and schedules – that is to say, including any changes after the contract date.
- 9.4 The Schedules form an integral part of this Mandate. In the event of contradiction between provisions in the text of the contract and its schedules the provisions in the text of the contract shall have priority. However, mandatory statutory provisions shall not be affected hereby.

- 9.5 The laws of the Federal Republic of Germany shall apply to this contract to the exclusion of the UN Convention on the International Sale of Goods (CISG). The place of international jurisdiction shall be the Federal Republic of Germany. The place of local jurisdiction shall be Munich.
- 9.6 If any individual provisions of this Mandate should be or become invalid or incapable of implementation the validity of the remainder shall not be prejudiced thereby. In such a case the Parties undertake to replace the provision that is invalid or incapable of implementation with such term as is lawfully closest to the objective sought. The same applies to omissions.

#### **IDEM TELEMATICS GMBH**

**Controller:** idem telematics GmbH

**Place:** Munich

**Date:** 01. November 2022

**Signature:**  (Thomas Piller, Managing Director)