



## Fleet Management Framework Agreement between

Hilti (Gt. Britain) Ltd.

1 Trafford Wharf Road  
Trafford Park  
Manchester M 17 1BY

Customer number: \_\_\_\_\_

Name / company: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

(referred to below as „Hilti“)

(referred to below as „Customer“)

### 1. Object of the Agreement

Hilti and Customer hereby enter into this Fleet Management Framework Agreement („**Agreement**“) which regulates the provision of selected Hilti fleet tools („**FM Tools**“) and Premium Tool Pool Tools („**PTP Tools**“) as well as related fleet management services („**FM Services**“) by Hilti to Customer.

### 2. Tool List and Adding of FM Tools

- FM Tools covered by this Agreement are listed in the „**Tool List**“. The Tool List shall be modified when FM Tools are added, removed, or exchanged.
- To add new FM Tools to the Tool List, Customer places a respective order to Hilti. An individual contract for the ordered FM Tools („**Tool Contract**“) is concluded upon Customer's receipt of Hilti's order confirmation.
- Each Tool Contract is subject to the terms of this Agreement and defines (i) the duration of the Tool Contract for which the respective FM Tool and FM Services will be provided to Customer („**Tool Period**“) and (ii) the monthly fleet fee payable by Customer for the respective FM Tool („**Monthly Fleet Fee**“).
- For new FM Tools, the then current terms and prices at the time the Tool Contract is concluded, are applicable.
- The Customer may obtain a then current Tool List setting out Customer's FM Tools, the respective Tool Periods and Monthly Fleet Fees via its Hilti Website account.
- If Customer does not dispute in writing, a FM Tool added to or removed from the Tool List within 30 days after receipt of the first invoice reflecting such, Customer shall be deemed to have accepted, and shall not dispute, the addition/removal, including the associated Tool Period and Monthly Fleet Fee.
- The initial Tool Period can be extended only as described in clause 8 in which case the Tool Period will be updated accordingly in the Tool List. An early termination of Tool Contracts by Customer is not possible.
- Hilti may require a deposit to be paid by the Customer as a condition precedent to this Agreement and/or any addition of FM Tools („**Deposit**“). The amount, duration and repayment of such deposit will be agreed by the parties. If all Tool Contracts associated with a Deposit have terminated, if the Deposit has not been forfeited and if Customer is not in breach of this Agreement, Hilti shall return the Deposit to Customer. However, Hilti is entitled at any time to use the Deposit in order to cover any outstanding obligations by Customer under this Agreement. No interest shall accrue to Customer's benefit, or be paid to Customer, based on Hilti's receipt and control of the Deposit; and Hilti may commingle any Deposit with any other funds.

### 3. Delivery and Pick-up of FM Tools and PTP Tools

Time and place for the delivery and pick-up of FM Tools and PTP Tools shall be as agreed between the parties. Delivery is only possible within the country of Hilti's place of business. Customer needs to ensure that a Customer contact person responsible to confirm delivery is available. Any delivery and/or pick-up times are estimates only and Hilti does not assume any liability in this regard.

### 4. FM Services

#### 4.1. FM Repair Service

- As part of the FM Repair Service, Hilti will repair (or at Hilti's discretion replace) FM Tools including pick-up and delivery of the repaired FM Tool. Repair includes necessary exchange of spare parts, batteries and chargers. FM Repair Service also includes the exchange of the following wear and tear parts listed on [www.hilti.co.uk](http://www.hilti.co.uk). Customer may request pick-up of FM Tools for repair by Hilti by placing a repair order (e.g. via Hilti Website or with the Hilti Customer Service). Pick-up and delivery details will be agreed between the parties.
- Where a FM Tool is damaged by being accidentally dropped or falling, Hilti will perform a repair in accordance with this clause 4.1, except that Hilti reserves the right to decline a repair in case the damage was caused by intent or gross negligence which is considered Misuse in the sense of clause 9. Hilti may exclude some FM Tools from drop or fall cover, a detailed list of which is available on [www.hilti.co.uk](http://www.hilti.co.uk). This list of excluded items may be adjusted by Hilti from time to time. For newly added FM Tools, the list of excluded items published at the time the respective Tool Contract is concluded, is applicable.
- FM Repair Service excludes inserts, consumables and certain other items, a detailed list of such excluded other items is available on [www.hilti.co.uk](http://www.hilti.co.uk). This list of excluded items may be adjusted by Hilti from time to time. For newly added FM Tools, the list of excluded items published at the time the respective Tool Contract is concluded, is applicable. Customer has to carry the repair or replacement costs for these excluded items. The FM Repair Service excludes the repair or replacement of FM Tools damaged due to Misuse as defined in clause 9, and Customer has to carry the repair or replacement costs for such damaged FM Tools.
- FM Tool repairs may only be performed by Hilti or third parties authorized by Hilti.

#### 4.2. FM Maintenance Service

FM Maintenance Service is provided for FM tools listed on [www.hilti.co.uk](http://www.hilti.co.uk). FM Maintenance Service means verification of tool accuracy in accordance with manufacturer's specifications.

Note: this does not include calibration according to ISO:IEC 17025 requirements.

### 4.3. FM Service Conditions

FM Services are only offered within the country of Hilti's place of business. FM Services may be provided by a Hilti affiliate in other countries upon request, but may have a different service scope.

## 5. Premium Tool Pool Tools

### 5.1. Loan Tools

Customer may request a loan tool for the time a FM Tool is unavailable due to repair and/or maintenance ("**Loan Tool**"). Customer must return the Loan Tool immediately upon delivery of the repaired FM Tool, otherwise the Customer will be charged the Daily Overdue Fee defined in clause 5.3 for each day until the Loan Tool is returned to Hilti.

Hilti may exclude some FM Tools from Loan Tool Service, a detailed list of which is available on [www.hilti.co.uk](http://www.hilti.co.uk). This list of excluded items may be adjusted by Hilti from time to time. For newly added FM Tools, the list of excluded items published at the time the respective Tool Contract is concluded, is applicable.

### 5.2. PTP Tools Conditions

Loan Tools are subject to availability and may be in used condition when initially delivered to the Customer. Loan Tools will cover the basic application of the FM Tool to be repaired/maintained, however may not be the exact same tool type.

### 5.3. Daily Overdue Fee

Customer specific prices may apply, the Daily Overdue Fee for the different overdue Loan Tools are provided on [www.hilti.co.uk](http://www.hilti.co.uk).

### 5.4. Damage, Loss or Theft of PTP Tools

Hilti will provide the FM Repair Service also to PTP Tools, the conditions in clause 4.1 apply accordingly. If a PTP Tool is damaged due to Misuse, Customer shall pay the repair or replacement costs. In case a PTP Tool is stolen or lost, clause 10.2 shall apply.

## 6. Theft Coverage

- Within 30 days of a FM Tool being stolen, Customer shall provide a police report to Hilti, stating the Tool type and serial number.
- Upon receipt of the police report by Hilti, Customer only has to pay a deductible of 20% of the Outstanding Future Payments defined in clause 10.1. ("**Theft Coverage**").  
The Tool Contract for the stolen FM Tool is automatically terminated upon Hilti's receipt of a duly completed police report and no further Monthly Fleet Fees are due to be paid by Customer.
- Hilti may exclude some FM Tools from Theft Coverage, a detailed list of which is available on [www.hilti.co.uk](http://www.hilti.co.uk). This list of excluded items may be adjusted by Hilti from time to time. For newly added FM Tools, the list of excluded items published at the time the respective Tool Contract is concluded, is applicable.
- The Theft Coverage does not cover (i) cases of negligence or willful misconduct and/or (ii) loss of FM Tools, in both cases Customer shall have to pay the Total Outstanding Future Payments as defined in clause 10.1.

## 7. Payment of Monthly Fleet Fees

- 7.1. Customer shall make one monthly payment combining all Monthly Fleet Fees for running Tool Contracts ("**Total Monthly Fleet Payment**"). The Total Monthly Fleet Payment will be invoiced on the 1st working day of each month and is due on the 14th day after the invoice date, irrespective of alternative standard payments terms agreed with the Customer. Hilti may adjust payment terms from time to time. Settlement discount will not be applicable to Total Monthly Fleet Payment.
- 7.2. Hilti is only required to deliver the FM Services for so long as Customer remains current with all obligations.
- 7.3. Hilti only accepts direct debit as payment method under this Agreement.

## 8. Ongoing Fleet Exchange

### 8.1. Exchange Cycle

- Customer and Hilti may agree to exchange FM Tools quarterly, half yearly or yearly on a common exchange date for new FM Tools. In this case, the initial Tool Periods for the respective FM Tools shall be extended and Customer shall continue to pay the Monthly Fleet Fees until the common exchange date.
- On the agreed common exchange date, the Customer shall return the FM Tools agreed to be exchanged to Hilti. If the Customer does not return the FM Tools as agreed, the process set out in clause 8.3 applies.

### 8.2. Replacement of FM Tools

Prior to the end of a Tool Period, Hilti may offer a new Hilti tool at then current terms and prices. Upon Customer's acceptance, the new tool will be sent to Customer, considered a FM Tool, and an associated Tool Contract shall be initiated. If the new FM Tool is a replacement for a similar tool (which shall be defined by Hilti), the Tool Contract for the replaced FM Tool is automatically terminated upon the replaced FM Tool's return.

### 8.3. Tool Period Extension and Return of FM Tools

Customer shall return the FM Tools at the end of the Tool Period to Hilti. If Customer does not duly return a FM Tool, then the FM Tool due to be returned will enter "passive collection," during which if the FM Tool is received by Hilti for any reason, it shall be treated as having been intentionally returned to Hilti and will not be sent back to Customer. The Tool Period of the relevant FM Tool will be automatically extended on a month-to-month basis until the FM Tool is returned and Hilti will charge the associated Monthly Fleet Fees. Upon return of the FM Tool to Hilti and if all outstanding Monthly Fleet Fees and taxes have been paid, the relevant Tool Contract is automatically terminated.

## 9. Misuse

FM Tools and PTP Tools shall be used for their intended purpose only, in strict compliance with the operating instructions and other instructions issued by Hilti. Where damage is caused by improper use, repair, or use other than the normal purpose, the Customer shall be liable for the loss, damage or repair costs. FM Tools and PTP Tools shall only be used with the corresponding tool inserts, parts, accessories and consumables of Hilti or with other products of equivalent quality. The Customer will not offer the FM Tools and PTP Tools for rental, in whole or in part or otherwise make them available to third parties for use, without the express prior written consent of Hilti.

## 10. Loss of FM Tools and Loss or Theft of PTP Tools

### 10.1. Loss of FM Tools

In case a FM Tool is lost, the Customer shall pay Hilti the following "**Outstanding Future Payments**": (total of outstanding Monthly Fleet Fees until the end of the initial Tool Period) minus (applicable service fees for the respective FM Tool until the end of the initial Tool Period) plus a non-collection fee of 15% of the respective FM Tool's list price applicable at the start of the Tool Contract ("**Non-Collection Fee**"), plus any applicable taxes. If the FM Tool is received by Hilti for any reason after this payment, Hilti will neither return the FM Tool nor the Non-Collection Fee to the Customer.

### 10.2. Loss or Theft of PTP Tools

In case a PTP Tool is lost or stolen, the Customer will be charged 50 % of the list price applicable at the time the loss or theft is reported to Hilti. If the PTP Tool is later received by Hilti for any reason, Hilti will keep the PTP Tool and will not reimburse this payment.

## 11. Ownership

FM Tools and PTP Tools remain the property of Hilti and Customer shall have no option to purchase a FM Tool after expiry of the Tool Contract. The Customer commits to keep FM Tools and PTP Tools free from claims by third parties, not to pledge, encumber, or hypothecate them, or permit any lien to attach to them. The Customer further agrees to inform Hilti immediately of any claim on the FM Tools and PTP Tools made by any third party. The Customer shall be responsible for the cost of defense against any such claim by third parties.

## 12. Data Protection

Personal Data shall be processed in line with the Data Processing Agreement attached as Annex 1 to this Agreement.

## 13. Term of Agreement

### 13.1. Termination

- This Agreement becomes effective upon acceptance by both parties, and shall remain in effect indefinitely, until terminated by either party according to this clause 13.1.
- This Agreement may be terminated with immediate effect by a party at any time in writing (text form), if:
  - a) the other party breaches a material term of this Agreement and fails to remedy such breach within 30 days of its notification by the other party. Failure to make timely payments (i.e. payment of Monthly Fleet Fee is overdue by at least 30 days) and/or misuse as defined in clause 9 is in particular considered a material breach; or
  - b) the other party becomes insolvent (bankrupt), seeks deferred payment authorization, commences liquidation or otherwise enters into such proceedings with creditors in or out of court; or
  - c) the present ownership conditions of the other party changes significantly or control over the other party, or a significant part of its shareholding interests, passes to other natural or legal persons and the first party cannot be reasonably expected to accept this change; or
- Both parties may terminate the Agreement in writing (text form) with a notice period of 30 days, if there are no running Tool Contracts, PTP Tool contracts and/or outstanding payments open.

### 13.2. Effect of Termination

Upon termination of this Agreement for any reason, all Tool Contracts and PTP Tool contracts are automatically terminated and the Customer shall immediately return all FM Tools and PTP Tools to Hilti. In addition, if this Agreement is terminated by Hilti pursuant to clause 13.1 lit. a), b) or c) above, the Customer shall pay the Outstanding Future Payments as defined in clause 10.1 (minus the Non-Collection Fee if the FM Tools are returned to Hilti upon termination) and the Customer shall have to pay the costs for the pick-up and return of the FM Tools and PTP Tools.

## 14. Miscellaneous

- Unless otherwise regulated in this clause 14, amendments to this Agreement can only be made in writing.
- Hilti may modify the terms of this Agreement at any time as follows: the modified Agreement will be sent by e-mail to the contact e-mail address stated by Customer upon first acceptance of the Agreement. Customer shall be deemed to have accepted the modified Agreement, if not rejected by the Customer in writing within 30 days of its receipt. If Customer does not object in writing to such amended terms before their effective date, this Agreement, and all Tool Contracts and PTP Tool contracts, whether then pre-existing or thereafter added,

shall be governed by such amended terms unless otherwise stated; except the Monthly Fleet Fee for pre-existing Tool Contracts may not be amended unless in the circumstances described later in clause 14 or where the customer orders new services in respect of that Tool Contract. In the event Customer objects as set forth above, Hilti may terminate this Agreement and all Tool Contracts with immediate effect, in which case clause 13.2 shall apply.

- Customer must inform Hilti promptly if the contact person stated upon first acceptance of the Agreement changes and state the contact details of a new contact person who is authorized to accept changes to this Agreement. However, Hilti is authorized to also accept orders for new Tool Contracts and for PTP Tools under this Agreement from any other person in the Customer's organization regarding whom Hilti has good reason to believe that such orders are part of their area of responsibility.
- Upon 30 days' notice to the Customer, Hilti is entitled to adjust the Monthly Fleet Fees for running Tool Contracts according to the applicable local OECD Consumer Price Index which is linked to the local consumer price index to reflect the respective inflation. Such revisions may be made by Hilti at any time if the respective index exceeds 5% within 12 months.
- Where provisions of this Agreement now or later become invalid, this shall not affect the validity of the remainder of the Agreement. The parties shall replace such provisions immediately by other legally valid provisions, the content and effect of which shall be consistent with the intent of the invalid provision.
- A party may not assign its rights and/or transfer its obligations under this Agreement to a third party without the other's party prior written consent. Notwithstanding the foregoing, Hilti shall at any time have the right, without any consent of the other party, to assign any receivables arising under this Agreement and all security and ancillary rights relating hereto to any third party.
- The Customer is not entitled to offset possible own claims against claims of Hilti or of third parties to whom Hilti has assigned its rights and/or transferred its obligations under this Agreement.
- This Agreement and its Annexes, Tool Contracts and Tool List include all agreements between the parties with respect to the subject matter of the Agreement, and shall supersede all previous written, oral and implied agreements made between the parties in this respect, unless expressly agreed otherwise in writing.
- Except as otherwise modified herein, Hilti's terms and conditions of sale, available under [www.hilti.co.uk](http://www.hilti.co.uk) form an integral part of this Agreement and additionally apply to any services, products and consumables provided to the Customer in connection with this Agreement. In case of discrepancies between this Agreement and the Hilti terms and conditions of sale, this Agreement shall prevail.

## Annex 1 - Data Processing Agreement (Controller to Processor)

This Data Processing Agreement (“**DPA**”) is entered into by and between:

- (i) the Customer, acting as controller (“**Controller**”); and
- (ii) Hilti, acting as processor (“**Processor**”),

each a “**Party**”, together the “**Parties**”.

The terms being used in this DPA shall have the same meaning as under the Agreement and as further specified herein.

### PREAMBLE

WHEREAS, under the Fleet Management Agreement (“**Agreement**”) concluded between Processor and Controller, Processor agreed to provide the services as set forth in the Agreement and as further specified in Exhibit 1 to this DPA (the “**Services**”);

WHEREAS, in rendering the Services, Processor may from time to time be provided with, or have access to information which may qualify as personal data within the meaning of the Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (“**GDPR**”), and other applicable data protection laws and provisions;

WHEREAS, Controller engages Processor as a commissioned Processor acting on behalf of Controller as stipulated in Art. 28 GDPR;

**NOW, THEREFORE**, and in order to enable the parties to carry out their relationship in a manner that is compliant with law, the parties have entered into this DPA as follows:

### 1. Terminology

For the purposes of this DPA, the terminology and definitions as used by the GDPR shall apply. In addition to that,

“ <b>Member State</b> ”	shall mean a country belonging to the European Union or to the European Economic Area;
“ <b>Subprocessor</b> ”	shall mean any further processor, located within or outside of the EU/EEA, that is engaged by Processor as a sub-contractor for the performance of the Services or parts of the Services on behalf of Controller provided that such Subprocessor has access to the personal data of Controller exclusively for purposes of carrying out the subcontracted Services on behalf of Controller.
“ <b>Security Breach</b> ”	shall mean a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, personal data transmitted, stored or otherwise processed which affects the personal data of the Controller covered by this DPA.

Further definitions are provided throughout this DPA.

### 2. Details of the processing

(a) The details of the processing operations provided by Processor to Controller as a commissioned data processor (e.g., the subject-matter of the processing, the nature and purpose of the processing, the type of personal data and categories of data subjects) are specified in Exhibit 1 to this DPA.

### 3. Obligations and responsibilities of Controller

(a) The Controller is responsible that the processing activities relating to the personal data, as specified in the Agreement and this DPA, are lawful, fair and transparent in relation to the data subjects, as set out in Exhibit 1. The actual personal data being uploaded and/or being made available to Processor are solely steered and monitored by Customer and solely Customer is responsible to have obtained all necessary consents and permissions to conduct such processing in accordance with the applicable data protection laws. In case of any violations hereof, Customer shall indemnify and hold harmless Processor for any and all claims raised against the Processor.

(b) Notwithstanding anything to the contrary in this Agreement, the Controller shall serve as a single contact for the Processor and is solely responsible for the internal coordination, review and submission of instructions or request of other controllers to the Processor. The Processor shall be discharged of its obligation to inform or notify a controller when it has provided such information or notice to the Controller. The Processor is entitled to refuse any instructions provided directly by a controller that is not the Controller similarly. The Processor will serve as a single point of contact for the Controller and is solely responsible for the internal coordination, review and submission of instructions or requests from the Controller to the Processor subprocessor(s).

### 4. Instructions

(a) The Processor is obliged to process the personal data only on behalf of the Controller and in accordance with this DPA and the Agreement.

(b) The Controller's instructions are exhaustively set forth in this DPA and the Agreement.

## 5. Obligations of Processor

(a) The Processor shall use commercially reasonable efforts that persons authorized by the Processor to process the personal data on behalf of the Controller, in particular the Processor's employees as well as employees of any Subprocessors, have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality and that such persons who have access to the personal data process such personal data in compliance with this DPA.

(b) The Processor shall use commercially reasonable efforts to implement and maintain the technical and organizational measures as specified in Exhibit 2. The Processor may amend the technical and organizational measures from time to time, provided that the amended technical and organizational measures are in overall not less protective as those set out in Exhibit 2. Substantial amendments to the technical and organizational measures shall be notified to the Controller.

(c) The Processor shall use commercially reasonable efforts to make available to the Controller any information necessary to demonstrate compliance with the obligations of Processor laid down in Art. 28 GDPR and in this DPA.

(d) The Processor shall use commercially reasonable efforts to provide an independent third-party audit report upon Controller's request, where such audit report shall only be requested once per calendar year and at Controller's costs.

(e) The Processor is obliged to notify the Controller within 48 hours:

- about any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as by a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation; and
- (i) about any complaints and requests received directly from a data subject (e.g., regarding access, rectification, erasure, restriction of processing, data portability, objection to processing of data, automated decision-making) without responding to that request, unless the Processor has been otherwise authorized by the Controller to do so, or (ii) in case of a Security breach the Processor is becoming aware of.

(f) The Processor shall use commercially reasonable efforts to assist the Controller with its obligation to carry out a data protection impact assessment as may be required by Art. 35 GDPR and prior consultation as may be required by Art. 36 GDPR that relates to the Services provided by the Processor to the Controller under this DPA by means of providing the necessary and available information to the Controller, where any extraordinary costs hereto shall be heard by Customer.

(g) The Processor shall use commercially reasonable efforts to not further process the personal data, after the end of the provision of Services, and delete any existing copies unless European Union or Member State law requires the Processor to retain such personal data.

## 6. Data subject rights

(a) The Controller is primarily responsible for handling and responding to requests made by data subjects.

(b) The Processor shall use commercially reasonable efforts to assist the Controller with any appropriate and possible technical and organizational measures to respond to requests for exercising the data subjects' rights which are laid down in Chapter III of the GDPR, where Controller herewith confirms to consider the technical and organizational measures being set forth in Exhibit 2 to be sufficient.

(c) The Controller is obliged to determine whether or not a data subject has a right to exercise any such data subject rights as set out in this Section 6 and to give specifications to the Processor to what extent the assistance specified in Section 6 (b) is required.

## 7. Subprocessing

(a) Processors may subcontract its obligations under this DPA in compliance with the requirements as set forth herein to Processors' affiliated companies and/or third parties ("Subprocessors"). A list of the Subprocessors engaged with Processors as of the Effective Date of the Agreement is available at <https://www.hilti.group> and Customer herewith agrees to the engagement of such Subprocessors.

(b) During the Term, Processors will provide at least four (4) weeks prior notice ("Subprocessor Change Notification") to the Customer before authorizing any new Subprocessor ("Subprocessor Change Effective Date"). If Customer disapproves of the engagement of such new Subprocessor, Customer may terminate the Agreement with two (2) weeks written notice, including an explanation of the reasonable grounds for disapproval of the Subprocessor, to the Subprocessor Change Effective Date. If the Customer does not object to the Subprocessor Change Notification in accordance with the foregoing, this shall be deemed as the Customer's acceptance of the new Subprocessor. Processors remain responsible for any Subprocessors' compliance with the obligations of this DPA.

(c) In case a Subprocessor is located outside the EU/EEA in a country that is not recognized as providing an adequate level of data protection, the Processor will (i) enter into a data processing agreement based on EU Model Clauses (Processor to Processor), or (ii) provide the Controller, upon Controller's request, with other information and relevant documentation on the mechanism for international data transfer pursuant to Art. 46 GDPR that is used to lawfully disclose the Controller's personal data to the Subprocessor.

## 10. Term and termination

The term of this DPA is identical with the term of the Agreement. Save as otherwise agreed herein, termination rights and requirements shall be the same as set forth in the Agreement.

## **11. Miscellaneous**

(a) The Parties are required to comply with those obligations under the GDPR and under any other applicable data protection laws that apply, as applicable, to the Controller in its role as data controller or to the Processor in its role as data processor.

(b) If and to the extent necessary to comply with mandatory provisions regarding the commissioning and performance of the Processor under the laws applicable to the Controller, the Controller may require any necessary changes (including amendments) to the provisions of this DPA and its annexes. If the Controller and the Processor are not able to agree upon changes required to meet mandatory legal requirements within thirty (30) days of the Processor's receiving written notice of the mandatory changes, either Party shall have the right to terminate this DPA with thirty (30) days' notice in writing.

(c) In the event of inconsistencies between the provisions of this DPA and any other agreements between the Parties relating to these processing activities, the provisions of this DPA shall prevail with regard to the Parties' data protection obligations.



**Exhibit 1 to the DPA  
(processing details)**

**A) The following categories of data subjects are being processed while offering the Services:**

▪ Customer`s employees and former employees	▪ Customer`s contacts
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**B) The following categories of personal data are being processed by Processor on behalf of Controller while offering the Services:**

▪ Name, title, functions, gender, language, salutation	▪ Personal contact information (e.g. telephone, e-mail)
▪ Identification number(s)	▪ Billing or payment data
▪ Photos or recordings, such as video or phone recordings	▪ Free text fields defined by the customer to provide tool labelling and assignment as well as a grouping/splitting of invoices
▪ Economic and financial information (income, financial situation, tax situation, etc.)	▪ Information related to the contract (contractual relationships, interests in products, services or contracts)
▪ Bank details (RIB, IBAN, bank card number, transactions)	▪ Police reports to apply and process the theft coverage service
▪ Connection data (IP address, protocols, etc.)	

**C) Special categories of personal data**

The Services are not intended to process special categories of personal data.

**D) Subject-matter of the processing**

Processing activity	Processing time
Collection or registration of data	The processing activity will take place during the contractual period only, unless otherwise required in accordance with local laws or regulations.
Organization or structuring of data	
Hosting or storage of the data	
Adaptation or modification of the data	
Extraction or consultation of data	
Limitation (blocking) of data	
Usage of data	
Deletion or destruction of data	
Support and maintenance of data	

## **Exhibit 2 to the DPA (technical and organizational measures)**

Description of the technical and organizational measures implemented by Processor as verified and confirmed by Controller:

### **Access Control to Processing Areas**

- Data Importer implements suitable measures in order to prevent unauthorized persons from gaining physical access to the data processing equipment where Personal Data is processed or used, in particular:
  - Site access is tracked and documented.
  - Site access is supervised and secured by an appropriate security system and/or security organization.
  - Visitors will be continuously escorted.

### **Access Control to Data Processing Systems**

- Data Importer implements suitable measures to prevent the data processing systems used for the processing of Personal Data from being used or logically accessed by unauthorized persons, in particular:
  - User identification and user authentication methods are in place to grant controlled access to the processing system.
  - Access control and authorizations are defined according to a 'need to have' principle.
  - Data Importer's internal endpoints used to support the software service are protected to prevent unwanted access to the systems and to avoid infiltration of malicious software. This covers technologies as firewalls, antivirus detection, malware detection, intrusion detection and prevention and others. These technologies will be adjusted to new levels based on the overall development in these areas.

### **Access Control to Use Specific Areas of Data Processing Systems**

- Data Importer implements suitable measures within the applications so that the persons entitled to use the data processing system are only able to access the data within the scope and to the extent covered by its access permission (authorization) and that personal data cannot be read, copied or modified or removed without proper authorization, in particular:
  - For Data Importer personnel policies are in place and trained related to the access to personal data.
  - Data Importer informs its personnel about relevant security procedures including possible consequences of breaching the security rules and procedures.
  - Access to the data is either done from a controlled location or via a controlled network access.
  - End devices used to access the data are protected by up to date client protection mechanisms.

### **Transmission Control**

- Data Importer implements suitable measures to ensure that Personal Data cannot be read, copied, modified or deleted without authorization during electronic transmission, transport or storage on storage media, and that the target entities for any transfer of Personal Data by means of data transmission can be established and verified (data transfer control), in particular:
  - Control of data transfer between Data Exporter and the Data Importer supplied software service:
    - Data Importer's software services use encryption to ensure confidentiality and integrity/authenticity when transferring data from the Data Exporter to the software service.
  - Control of data transfers between Data Importer and Sub Processors:
    - In addition to the contractual agreed areas, data retrieval is only allowed for dedicated support activities and only for authorized support staff.
    - The authorization process for Data Importer support staff performing data transfers is regulated through a defined process.
    - If data has to be copied to specific media for transport to a 3rd party, these media will be treated with discernment in accordance with the sensitivity of the data.
    - Documented procedures for the secure transfer of Personal Data are established.

### **Input Control, Processing Control and Separation for different purposes**

- Data Importer implements suitable measures to ensure that Personal Data is processed safe and solely in accordance with the Data Exporter's instructions, in particular:
  - Access to data is separated through application security for the appropriate users.
  - The application supports the identification and authentication of users.
  - Application roles and resulting access is based on roles based on the function to be executed within the application.
  - When reasonable and feasible, Data Importer may implement in their software controls to validate data input and/or to track usage or modification of data.