Order processing in accordance with Art. 28 (3) GDPR

- Customer -

and

TecAlliance GmbH
Steinheilstraße 10
85737 Ismaning, Germany   **- Contractor -**

1.   Object and duration of contract

1.1   The contract shall include the following:

Retrieval of the vehicle's service history, as well as entry of performed workshop services on behalf of the customer in the vehicle manufacturer's electronic service books.

(Object of contract, short description of services)

Contractor shall process personal data on behalf of Customer in accordance with Art. 4 No. 2 and Art. 28 GDPR on the basis of the present contract. The contractually agreed service shall be performed exclusively in a member state of the European Union or in a state which is a signatory to the Agreement on the European Economic Area.

Any transfer of the service or of any part of the work to a state which is not a member of the European Union requires the consent of Customer and may only take place if the particular conditions of Art. 44 et seq. GDPR are satisfied   (e. g. adequacy decision of the Commission, standard data protection clauses, approved codes of conduct).

1.2   The contract term corresponds to the contract term of the underlying service contract.

1.3   Customer may terminate the contract at any time without complying with a notice period if Contractor seriously violates data protection regulations or the provisions of this contract, Contractor cannot or does not wish to fulfil Customer's instructions or Contractor denies Customer's control rights in violation of this contract. In particular, the failure to adhere to the obligations agreed in the present contract and derived from Art. 28 GDPR constitute a serious violation.

2   Type and purpose of processing, type of the personal data and categories of data subject

2.1   Type of processing (according to the definition of Art. 4 No. 2 GDPR):

Transfer of data to/from vehicle manufacturer portals

(More detailed description, if applicable reference to the service directory as annex, etc.)

2.2   Type of personal data (according to the definition of Art. 4 No. 1, 13, 14 and 15 GDPR):

Contact details of the workshop (name, tel.no., e-mail address, password, identity card of the legal representative), vehicle data (VIN, license plate number).

2.3   Categories of data subject (according to the definition of Art. 4 No. 1 GDPR):

Workshop: Employee, legal representative, vehicle owner

3 Customer rights, obligations and authority

Customer bears sole responsibility for the assessment of the permissibility of the processing in accordance with Art. 6 (1) GDPR and for the protection of the rights of the data subjects in accordance with Art. 12 to 22 GDPR. Nevertheless, Contractor is obliged to forward all such requests, insofar as they are apparently addressed exclusively to Customer, to the latter immediately.

Amendments to the object of processing and procedural changes must be agreed between Customer and

Contractor and fixed in writing or in a documented electronic format.

The Customer shall generally issue orders, partial orders and instructions in writing or in a documented electronic format. Verbal instructions must be confirmed immediately in writing or in a documented electronic format.

As outlined in No. 5, the Customer is entitled to check the Contractor's compliance with the applicable technical and organisational measures, as well as with the obligations stated in the present contract, before processing starts and then at regular intervals as appropriate.

The Customer shall inform the Contractor immediately if it finds any errors or irregularities when checking the order results.

The Customer is obliged to treat any knowledge of business secrets and the Contractor's data security measures learned during the contractual relationship as confidential. This obligation shall remain in effect after the end of the contract.

4 Customer rights, obligations and authority

4.1 Customer's authorised persons are:
See registration of the legal representative
(Surname, first name; organizational unit, phone number; e-mail address)

4.2 Contractor's authorised persons are:
Support.WKH@TecAlliance.net
(Surname, first name; organizational unit; phone number; e-mail address)

4.3 Communication channels to be used for instructions:
Support.WKH@TecAlliance.net
(Precise postal address /e-mail/telephone number)

In the event that the contact changes or is not available for an extended period of time, the other party must immediately be informed of the successor or the representative in writing or electronically. The instructions must be kept for their period of validity and for three full calendar years thereafter.

5 Contractor obligations

Contractor shall process personal data exclusively within the framework of the agreements made and in accordance with the instructions of Customer, unless it is required to process it in another way by the law of the Union or the member states, to which the order processor is subject (e. g. investigations of law enforcement or state security authorities); in such a case, the order processor shall inform the responsible party of these legal requirements before processing, provided that such a communication is not forbidden by the law in question for reasons of substantial public interest (Art. 28 (3) Sentence 2 a) GDPR). 4 Contractor shall not use the personal data data provided for processing for any other purposes, and especially not for its own purposes. Copies or duplicates of the personal data shall not be made without Customer's knowledge. With respect to the contractual processing of personal data, Contractor

ensures that all the agreed measures are taken so that processing is carried out as ordered. It ensures that the data processed for Customer is strictly separated from other databases. The data media which originate from Customer or are used for Customer shall be specially labelled. Incoming and outgoing use of data media as well as ongoing use shall be documented. Contractor must carry out the following checks, in particular, in its sphere with regard to the entire processing of the service for Customer:

N/A

The result of the checks must be documented.

Contractor must be involved to the necessary extent in the fulfilment of the rights of the data subjects in accordance with Art. 12 to 22 GDPR by Customer, in the creation of lists of processing activities and in data privacy impact assessments of the Customer, and provide the Customer with appropriate support as much as possible (Art. 28 (3) Sentence 2 e) and f) GDPR). It must forward the necessary information to the following person at Customer's company:

See registration of the legal representative

Contractor shall immediately make Customer aware of any instructions issued by Customer that breach statutory regulations (Art. 28 (3) Sentence 3 GDPR). Contractor is entitled to suspend the respective instruction until it is confirmed or amended by the Customer's responsible person. Contractor must correct, delete or restrict the processing of personal data from the contractual relationship if Customer demands this in an instruction and this is not contrary to the Contractor's legitimate interests. Contractor may only provide information relating to personal data from the contractual relationship to third parties or the affected person with a prior instruction or consent from the Customer. Contractor agrees that - principally after a deadline is agreed - Customer is entitled to inspect compliance with the provisions on data protection and data security, as well as the contractual agreements, to the extent that is required and reasonable, either personally or through a third party commissioned by Customer, in particular by obtaining information, inspecting the saved data and the data processing programs and by on-site checks and inspections (Art 28 (3) Sentence 2 h) GDPR). Contractor affirms that it shall support these checks where required. The following is agreed until further notice:

N/A

The processing of data in private residences (remote work or telework of employees of the Contractor) shall only be permitted with the consent of Customer. If data is processed in a private residence, access to the residence of the employee for the Customer's inspection purposes must be contractually guaranteed. The measures in accordance with Art. 32 GDPR must also be safeguarded in this case. Contractor confirms that it is aware of the data protection provisions of the GDPR which are relevant to it for the order processing. It undertakes also to observe the following secrecy regulations relevant for this order which are Customer's responsibility:

N/A

(e.g. banking secrecy, secrecy of telecommunications, secrecy of social data, professional secrets in accordance with Section 203 German Penal Code (StGB) etc.)

Contractor undertakes to respect confidentiality with regard to the contractual processing of the personal data of Customer. This obligation shall remain in effect after the end of the contract. Contractor affirms that it shall make the employees engaged to carry out the work familiar with the data protection regulations applicable to them before they start their work, and shall bind them to secrecy for the period of their work, as well as after the end of the employment relationship as appropriate (Art. 28 (3) Sentence 2 b) and Art. 29 GDPR).

Contractor shall monitor compliance with the data protection regulations at its company.

At the Contractor's company, Mr/Ms

Helmut.Fries@TecAlliance.net,

Tel: +49 2203 2020 2104

(first name, surname, organisational unit, e-mail, telephone)

has been appointed as the data protection officer. Customer must be informed immediately of a change in the data protection officer. or A company data protection officer has not been appointed at the Contractor's company, as there is not a legal requirement for an appointment.

Where relevant: Contractor undertakes to inform the Customer immediately of the exclusion of approved codes of conduct in accordance with Art. 41 (4) GDPR and the revocation of certification in accordance with Art. 42 (7) GDPR

6 Reporting obligations of Contractor in the event of disruptions to the processing and in the event of violations of the protection of personal data

Contractor shall inform Customer immediately of any disruptions/violations by Contractor or the persons employed by the latter, as well as those that infringe upon legal data protection provisions or specifications laid down in the order, and suspicions of data protection violations or irregularities during the processing of personal data. This applies above all to Customer's reporting and notification obligations in accordance with Art. 33 and Art. 34 GDPR. Contractor affirms that it shall provide Customer with reasonable support, if necessary, regarding its obligations in accordance with Art. 33 and 34 GDPR (Art. 28 (3) Sentence 2 f) GDPR). Reports in accordance with Art. 33 or 34 GDPR for Customer may only be carried out by Contractor after a prior instruction in accordance with Section 4 of the present contract.

7 Subcontracting relations with subcontractors (Art. 28 (3) Sentence 2 d) GDPR).

Contractor shall only be permitted to subcontract the processing of customer data with the written consent of Customer, Art. 28 (2) GDPR, which must be provided by one of the aforementioned communication channels (Section 4) with the exception of oral consent. Consent can only be granted if Contractor has given the name, address and intended activity of the subcontractor to Customer. In addition, Contractor must ensure that it selects the subcontractor carefully, giving special consideration to the suitability of the technical and organizational measures taken by the latter in terms of Art. 32 GDPR. The relevant inspection documents for this must be made available to Customer on request. Subcontracting in states which are not member states of the European Union may only take place if the particular conditions of Art. 44 et seq. GDPR are satisfied (e. g. suitability decision of the Commission, standard data protection clauses, approved codes of conduct). Contractor must contractually ensure that the regulations agreed between Contractor and Customer also apply to subcontractors. In the contract with the subcontractor, the information must be set out in such a specific way that the responsibilities of the Contractor and the subcontractor are clearly separated. If multiple subcontractors are employed, this also applies to the responsibilities between these subcontractors. In particular, Customer must be entitled to carry out the appropriate checks and inspections on site at the subcontractors' companies, or to have these carried out by third parties which it has commissioned. The contract with the subcontractor must be drawn up in writing, which may also take place in an electronic format (Art. 28 (4) and (9) GDPR). It is only permitted to forward data to the subcontractor if the subcontractor has fulfilled the obligations under Art. 29 and Art. 32 (4) GDPR with regard to its employees. Contractor must check compliance with the obligations of the subcontractor(s) as follows:

According to GDPR

The result of the checks must be documented and made accessible to Customer on request. Contractor shall be liable to Customer for the subcontractor's compliance with the data protection obligations which are contractually imposed upon it by Contractor in accordance with the present section of the contract. At present, the subcontractors outlined in Annex 2 are employed by Contractor to process personal data to the extent outlined in the Annex. The Annex includes the name, address and contractdetails. Customer gives its agreement to their commissioning. The order processor shall always inform the responsible person about any intended change with regard to the involvement of new or the replacement of previous subcontractors, whereby the Customer shall be given the opportunity to raise an objection against such changes (Section 28 (2) Sentence 2 GDPR). (Here, the parties have some leeway: the Contractor shall either be granted general authority to commission subcontractors, or this shall be made dependent upon an individual authorisation. If a general authority of the Contractor to commission subcontractors is

agreed upon, the Customer must be informed of any subcontracting in advance by the Contractor. Customer shall then have a right by law to object to this change (Art. 28 (2)). The right of Customer to objectl must be expressly mentioned in the contract. As the law does not govern the consequences of this objectionl, it is recommended that contractual arrangements be made for this. If no arrangement is made, the appointment of the subcontractor against whom the objection is made shall not be possible.

8 Technical and organisational measures in accordance with Art. 32 GDPR (Art. 28 (3) Sentence 2 c) GDPR).

A protection level which is appropriate to the risk to the rights and freedoms of the natural persons affected by the processing is guaranteed for the specific order processing. For this, the protection objectives of Art. 32 (1) GDPR, such as confidentiality, integrity and availability of the systems and services, as well as their capacity with regard to the type, scope, circumstances and purpose of the processing, are taken into consideration such that the risk is permanently contained by appropriate technical and organisational remedies. For the contractual processing of personal data, the following risk assessment methods are used, which take the probability of occurrence and the severity of the risks to the rights and freedoms into consideration

2-step risk analysis

The data protection concept described in Annex 1 presents the selection of technical and organisational measures which is appropriate for the identified risk, taking the protection objectives into detailed consideration according to the state of the art and paying particular attention to the IT systems and processing processes used by Contractor. The effectiveness of the technical and organisational measures to guarantee processing in compliance with data protection will be checked, assessed and evaluated regularly. The following options shall exist for providing proof through certification: The assessment of the risk, along with the selection of the suitable technical and organisational measures of the Contractor, were audited/certified on **N/A** by the following independent external bodies, in accordance with the regulations under Art. 42:

N/A

These complete inspection documents and audit reports can be viewed at any time by Customer. Or: Contractor must carry out a check, assessment and evaluation of the effectiveness of the technical and organisational measures to guarantee the security of the processing when required, but at least once a year (Art. 32 (1) d) GDPR). The result, along with the complete audit report, must be communicated to Customer. Decisions regarding the organisation of data processing and the procedures applied which have significance for security must be agreed between Contractor and Customer. If the security measures taken by Contractor do not meet Customer's requirements, it shall inform Customer immediately. Contractor's measures can be adapted in the course of the contractual relationship to the technical and organisational development, but may not fall short of the agreed standards. Contractor must agree on significant changes with the Customer in a documented format (in writing, electronically). Such agreements must be stored for the duration of the present contract.

9 Contractor obligations after the contract ends (Art. 28 (3) Sentence 2 g) GDPR).

Upon completion of the contractual work, Contractor must return to Customer, delete in accordance with data protection laws or destroy all data, documents and the results of processing or use in its possession, as well as those passed on to subcontractors that relate to the contractual relationship. The deletion or destruction must be confirmed to Customer in writing or in a documented electronic format, indicating the date.

10 Liability

10.1 Reference is made to Art. 82 GDPR. In other respects, the following is agreed:

10.2 Contractor shall be liable to Customer for damages which are culpably caused by Contractor, its employees or persons employed by it to carry out the contract when performing the contractual services.

10.3 Customer shall be responsible to the affected party for compensation for damages that the affected party has suffered due to data processing during the contractual relationship which is impermissible or incorrect in accordance with the Federal Data Protection Act (BDSG) or other regulations. If Customer is obliged to pay compensation to the affected party, it reserves the right to restitution from Contractor.

11 Contractual penalty

If Contractor violates the agreements of this contract, in particular compliance with data protection, a contractual penalty of €25,000 shall be payable. The right to take steps under criminal law to assert claims for further compensation for damages shall be reserved.

12 Miscellaneous provisions

12.1 Agreements regarding the technical and organisational measures as well as inspection and audit documents (including with regard to subcontractors) must be kept by both parties for the period of their validity and then for three complete calendar years.

12.2 If the property of Customer or its personal data which is to be processed are put at risk by the actions of third parties whilst in Contractor's possession (either by seizure or confiscation), by insolvency or settlement proceedings or by other events, Contractor must inform Customer immediately.

12.3 The written form or a documented electronic format is fundamentally required for supplementary agreements.

12.4 The plea of the right of retention in terms of Section 273 of the German Civil Code (BGB) shall be excluded with respect to the data processed for the Customer and the associated data media.

12.5 If individual parts of this contract are ineffective, this shall not affect the effectiveness of the remainder of the contract.

12.6 This contract shall be subject to the law of the Federal Republic of Germany. The Parties agree that the courts responsible for TecAlliance in Germany shall be the exclusive place of jurisdiction.

12.7 Should this Agreement be available in languages other than the German or English language, these versions shall be provided for information purposes only. In case of doubt, the German and English version shall prevail.

_____
(Customer)

_____   _____
(Place, date)   (Signature)

TecAlliance_____
(Contractor)

_____   _____
(Place, date)   (Signature)

Annex 1

Technical and organisational measures (TOM) in accordance with Art. 32 General Data Protection Regulation

1 Confidentiality

In accordance with Art. 32 (1) b) GDPR.

Access control

No unauthorised access to data processing systems.
- For example using: magnetic or chip cards, keys, electric door openers, factory security or a doorman, alarm systems, video systems.
- Realised measures:
  Access control management, magnetic token, chip card, doorman, video system, alarm system

Access control

No unauthorised use of the system.
- For example using: (secure) passwords, automatic blocking mechanisms, two-factor authentication, encryption of data media.
- Realised measures:
  Secure passwords, automatic blocking mechanism

Access control

No unauthorised reading, copying, altering or deleting within the system.
- For example using: authorisation concepts and needs-oriented access rights, access logs.
- Realised measures:
  Authentication and authorization concept, "need-to-know"-principle, functional separation between permission and assigning of authorisation

Separation control

Separate processing of data which was collected for different purposes.
- For example using: multi-client capability, sandboxing.
- Realised measure:
  Multitenancy, separation between testing and productive system

Pseudonymisation

The processing of personal data in such a way that the data can no longer be assigned to a specific person

without consulting additional information, provided that this additional information is stored separately and is

subject to appropriate technical and organisational measures (in accordance with Art. 32 (1) a) GDPR; Art. 25 (1) GDPR).

- Realised measures:
Pseudonymisation

2 Integrity

In accordance with Art. 32 (1) b) GDPR.

Transmission control

No unauthorised reading, copying, altering or deleting during electronic transmission or transport.

- For example using: encryption, virtual private networks (VPN), electronic signature.
- Realised measures:
Encryption/VPN, TLS

Input control

Determination of whether and by whom personal data in data processing systems has been entered, altered or deleted.

- For example using: logging, document management.
- Realised measures:
Logging

3 Availability and capacity

In accordance with Art. 32 (1) b) and c) GDPR.

Availability control

Protection from accidental or willful destruction or loss.

- For example using: backup strategy (online/offline; on-site/off-site), uninterrupted power supply (UPS), anti-virus protection, firewall, reporting channels and emergency plans; fast recoverability).
- Realised measures:
Backup concept, uninterruptable power supply, disaster recovery plan, malware protection, firewall

4 Procedures for regular checking, assessment and evaluation

In accordance with Art. 32 (1) d); Art. 25 (1) GDPR.

Data protection management

- Realised measures:
Regular auditing

Incident response management

- Realised measures:
Incident management process

Privacy by default settings

In accordance with Art. 25 (2) GDPR

- Realised measures:
Process to ensure privacy-by-design/privacy-by-default

Job control

No contract processing in terms of Art. 28 GDPR without a corresponding instruction from the customer.

- For example using: clear contract design, formalised order management, strict selection of the service provider, sufficient guarantees in advance, follow-up checks.
- Realised measures:
  Unambiguous contracting, formalized order management

Annex 2

Subcontracting relationships

The contractually agreed services or the service components described below shall be carried out by a subcontractor, specifically:

Name and address of the subcontractor	Description of the service component(s)
Amazon AWS, 410 Terry Avenue North, Seattle, Washington 98109-5210 U.S.A	Cloud-Hosting (Data processing agreement and EU standard contract concluded)
Zendesk, 1019 Market Street, San Francisco, California 94103, U.S.A	Ticket-System (Data processing agreement and EU standard contract concluded)
Microsoft Corporation, One Microsoft Way, Redmond, WA 98052-6399, U.S.A	Cloud-Hosting (Auftragsverarbeitungsvertrag und EU-Standard-Vertrag abgeschlossen)

Annex 3

Declaration on Teleworking

The client hereby consents to the processing of data in private homes.