

*Client (Responsible):*

*Contractor (processor):*

PRO GmbH, Steinbeisstr. 6, 71229 Leonberg

## 1. General

1.1 This agreement governs the rights and obligations of the parties, in connection with the processing of personal data, by the processor on behalf of the client, in accordance with Art. 28 GDPR. The remuneration is agreed, separately.

1.2 Where the term "data processing" or "processing" (of data) is used in this agreement, the definition of "processing" within the meaning of Art. 4 No. 2 GDPR is used as a basis.

## 2. Subject and duration of processing

2.1 The client's assignment to the processor includes the work and / or services as specified in Addendum 1.

2.2 This agreement shall be effective, from the date of signature and only for the duration of the processing, in accordance with Paragraph 2.1. It can be terminated, at any time by the client. The termination becomes immediately effective, even in the case of ongoing, incomplete processing.

## 3. Data types and data subjects of processing

3.1 The subject matter of the processing is all data that can be processed, by the software winIPRO, from the customer list fields customer register, glasses, contact lens and hearing aid orders, master data, appointment.

3.2 The persons affected by the processing are the client, its customers, employees and suppliers.

## 4. Rights and obligations of the client

4.1 The client is responsible within the meaning of Article 4 No. 7 DSGVO, for the processing of data, on behalf of the contractor. The contractor shall be entitled to the right, to point out to the client, that a data processing in his opinion is the subject of the order and/or a directive, according to Clause 4, Par. 5.

4.2 The client is responsible for the protection of the rights concerned. The contractor will inform the client, immediately, if affected persons claim their rights to the contractor.

4.3 The client has the right to give additional instructions on the nature, scope and procedures of the data processing, to the contractor, at any time. Instructions must occur in text form (e.g. e-mail).

4.4 The client may appoint persons entitled to instructions. If persons entitled to instructions are to be appointed, these are appointed in Amendment 2. In the event that the persons entitled to instructions change to the client, the client will inform the contractor in writing.

4.5 The client shall inform the contractor immediately if he finds any errors or irregularities in connection with the processing of personal data, by the contractor.

4.6 In the event that an obligation to provide information to third parties exists for the client in accordance with article 33, 34 DSGVO or any other statutory reporting obligation, the client is responsible for their compliance.

4.7 The client has the right to comply with the legal regulations on data protection and/or to comply with the regulations agreed between the parties and/or to comply with the instructions of the client, by the processor, at any time to control the required scope.

## 5. Obligations of the contractor

5.1 The contractor shall process personal data exclusively within the framework of the agreed agreements and/or in compliance with the supplementary instructions given by the client, if any. Exceptions to this are legal regulations which, if necessary, oblige the contractor to another processing, if necessary. In such a case, the contractor shall notify the client of these legal requirements before processing, provided that the law in question does not prohibit such notification because of an important public interest. The purpose, nature and scope of the data processing are otherwise exclusively governed by this agreement and/or the instructions of the client. A deviating processing of data is prohibited by the contractor, unless the client has agreed to this in writing.

5.2 The contractor undertakes to carry out data processing on behalf of remote maintenance only from Member States of the European Union (EU) or the European Economic Area (EEA).

5.3 The contractor assures that he has designed his company and its operating procedures in such a way, that the data which he processes on behalf of the client is secured to the necessary extent and protected against the unauthorized knowledge of third parties. The contractor will coordinate changes in the organisation of the data processing on behalf of the customer, which are significant for the security of the data, in advance.

5.4 The contractor shall inform the client immediately if an instruction given by the client in his opinion violates legal regulations. The contractor shall be entitled to suspend the execution of the instruction in question until it is confirmed or amended by the client. If the contractor can state that a processing according to instructions of the customer can lead to a liability of the contractor, according to article 82 DSGVO, the contractor is entitled to suspend the further processing until the clarification of the liability between the parties.

5.5 The processing of data on behalf of the client outside of the contractor's premises or subcontractors are only permitted, with the consent of the client, in written form or text. The processing of data for the client in private flats is only permissible, with the consent of the client, in written form or text form, in individual cases.

5.6 The processor shall be obliged to provide information to the customer if this is necessary to carry out the inspection, in accordance with Par. 4.7.

## 6. Contractor's data protection officer

6.1 The contractor confirms that he has appointed a data protection officer, in accordance with Article 37 DSGVO. The contractor shall ensure that the data protection officer has the necessary qualifications and the necessary specialist knowledge.

6.2 The data protection officer can be contacted by email at [datenschutz@ipro.de](mailto:datenschutz@ipro.de)

. The contractor shall inform the client in writing or text form on request for further contact possibilities.

## 7. Confidentiality obligation

7.1 The contractor is obligated in the processing of data for the client to maintain confidentiality about data which he receives or becomes aware of, in connection, with the order. The contractor undertakes to comply with the same secrecy rules as are incumbent upon the client. The client is obligated to inform the contractor of any special confidential protection rules.

7.2 The contractor shall ensure that he is aware of the applicable data protection regulations and that he is familiar with the application of these provisions. The contractor shall, also, ensure that he or she is familiar, with the provisions of data protection which are relevant to them and that he has obliged them to confidentiality. The contractor shall also ensure that he has, in particular, obliged the working employees to confidentiality and has informed them of the instructions of the client.

7.3 The obligation of the employees, referred to in paragraph 7.2, shall be demonstrated to the client upon request.

## 8. Protection of affected rights

The client is solely responsible for the adherence of the rights concerned. The contractor is obligated to assist the client in his duty to process requests from interested parties, in accordance with article 12-23 DSGVO, provided that information on remote maintenance is necessary.

## 9. Confidentiality obligations

9.1 Both parties undertake to treat all information which they receive, in connection with the implementation of this contract, indefinitely, in a confidential manner and only to use it for the execution of the contract. Parties are not entitled to use this information in whole or in part for purposes other than those stated or to make this information available to third parties.

9.2 The foregoing obligation does not apply to information which one of the parties has received demonstrably from a third party without being obligated to confidentiality or which are publicly known.

## 10. Technical and organisational measures for data security

10.1 The contractor commits himself to the client to implement the technical and organisational measures necessary to comply, with the applicable data protection regulations. This includes, in particular, the requirements of article 32 DSGVO.

10.2 The transmission of personal data may only be carried out in encrypted form to prevent unauthorised access, by third parties.

10.3 The contractor's executing employee documents the data transmission(s), storage and processing, in the support system, with the name, date and time, so that an operation can be traced, at any time.

## 11. Completion of order processing

11.1 Upon completion of the processing, the processor shall hand over all documents, data and the results of processing or use, which are in connection with the order relationship, to the contracting entity or to destroy or delete data protection, in accordance with his instructions.

11.2 Data backups may remain with the processor, for 6 months beyond the end of the order, for the clarification of possible guarantee claims.

## 12. Final provisions

12.1 The written form is required, for ancillary agreements.

12.2 If certain parts of this agreement are ineffective, this does not affect the effectiveness of the other provisions of the agreement.

## Appendix 1 – Subject of the order processing

**For what purpose should the data be processed?** (Please tick the appropriate box)

- Conversion from an external system to winIPRO
- Export from winIPRO to a neutral format
- Error analysis (which errors are referred to?)
- Modification of the data (e.g. adjustment of the branch number)
- Data cleansing (e.g. merging of same customers or suppliers)

Please indicate here in addition details to the above-marked purpose:

**How is the data exchanged between the parties?** (Please tick the appropriate box)

- Online via FTP
- Online via TeamViewer
- Via data carrier (USB stick/hard disk)
- Complete computer

Or:

**Only for data transmission via hardware:**

**What should happen to the hardware after the data has been transferred?** (Please tick the appropriate box)

- Delete / destroy data protection compliant
- Return to the customer

**When should the hardware be returned to the customer?** (Please tick the appropriate box)

- Directly after data transfer
- After completion of the order

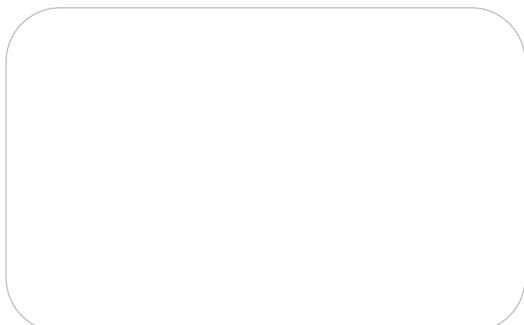
## Appendix 2 - Authorised persons of the customer

**Who is authorised facing the contractor to determine the content, type and scope of the processing?**

Name, contact details

**Who is authorised to receive the results of processing?**

Name, contact details



company's stamp

Place, Date

Leonberg, 25.05.2018

Signature of the person responsible (client)



Martin Himmelsbach, IPRO GmbH  
(contractors)

Name in block letters