

Contract pursuant to 95/46 EG and § 11 Federal Data Protection Act (BDSG)

between the principal:

Company name: _____

Company address: _____

Company address: _____

(hereafter referred to as 'principal')

and the contractor:

Newsletter2Go GmbH
Nürnberger Straße 8, 10787 Berlin

hereafter also referred to as 'Newsletter2Go'.

§ 1 Object and duration of the contract

The object of the assignment is the use of address data of the principal for the dispatch of newsletters by email and transactional emails.

The service level details are available under the general terms and conditions of business (www.newsletter2go.de/agb), expressly accepted by the PRINCIPAL on registration for Newsletter2Go. Reference is made here to the services (hereafter **service level agreement**).

The duration of this contract (term) corresponds to the duration of the service level agreement. The provisions relating to the termination of the service level agreement likewise apply to this contract. Expiration of the service level agreement entitles both parties to terminate this contract.

§ 2 Determination of the subject matter of the contract (Scope, type and purpose of the data processing, type of data, those persons affected)

The scope, type and purpose of the data processing is restricted to the use of the address data for transmitting the newsletter by email.

The processing and use of data is only conducted within the Federal Republic of Germany, in a member state of the European Union or in a signatory member state to the agreement on the European Economic Area. Any outsourcing to a third country requires the prior agreement of the principal and may only take place when the specific provisions of §§ 4b, 4c BDSG are fulfilled.

The customer data of the principal is the subject matter of the personal data being processed.

The persons affected by the processing of their personal data within the scope of this agreement are only customers, business contacts and interested parties of the principal.

The contractor is obliged to use the personal data provided exclusively for contractually agreed services. The contractor is, however, permitted to compile interim, temporary or duplicate files for technical, procedural and security reasons to process personal data required for performance related use. The contractor is not permitted to transmit personal data of the principal to the systems of third parties.

§ 3 Definition of technical and organisational measures, prior checking

The contractor is obliged to document the technical and organisational measures required in accordance with § 9 Federal Data Protection Act (BDSG) in conjunction with the attachment to § 9, sentence 1 BDSG before starting with the compiling, processing or use of personal data - especially taking into consideration the specific implementation of the work and to make the documentation available to the principal on request. The technical and organisational measures required in accordance with § 9 Federal Data Protection Act (BDSG) are listed in the data security concept enclosed in attachment 1 for the purpose as above and are part of this agreement.

The technical and organisational measures are subject to technical advances and development; in so far as the contractor is permitted to implement appropriate alternative measures, provided the safety standard of the measures defined is not compromised.



§ 4 Correction, deletion and blocking of data

The contractor is to correct, delete or block the personal data compiled, processed or used in the assignment only at the instruction of the principal. Should a party affected require Newsletter2Go to immediately correct, delete or block their data then the contractor is to transmit the request on receipt to the principal without undue delay. Any costs incurred are charged to the principal.

§ 5 Data protection control and information provision

The contractor is subject to the following obligations pursuant to § 11 para. 4 BDSG:

- Written order - provided legally required - of a data protection official. Contact details are available to the principal on request.
- Compliance with data secrecy in accordance with § 5 BDSG. All persons having access in conjunction with the assignment to personal data of the principal are subject to data privacy provisions and advised of the specific data protection requirements arising from the assignment as well as the existing obligations with regard to instructions and appropriation.
- Essential information from the principal on the control procedures and measures of the supervisory authorities in accordance with § 38 BDSG. Also §§ 43, 44 BDSG apply should a supervisory authority open an investigation of the contractor.
- Reports to the principal in all cases where infringements to provisions for the protection of personal data of the principal or those stipulations affected in the assignment by themselves or their employees or subcontractors. This also applies in cases of loss or the improper transmission or acquisition of information relating to personal data and serious interruptions of operations, suspicion of other violations to provisions protecting personal data or other irregularities in the handling of personal data of the principal.
- The implementation of assignment controls by means of regular inspections carried out by the principal relating to the performance or completion of the contract, especially with regard to compliance and the possible update of regulations and measures in the implementation of the assignment.

§ 6 Subcontractor relationships

The contractor is entitled to assign the completion of the service level agreement and/or this assignment to a subcontractor. This requires the agreement of the principal. Agreement applies when

- The principal is informed of the identity of the subcontractor in writing (attachment 2)
- The contractual agreement is structured to ensure that the data protection provisions between

the contracting parties corresponds to those between the principal and contractor

- The principal is granted control and supervisory rights over the subcontractor corresponding to this agreement. This includes in particular the right of the principal to receive information from the contractor on the main contractual subject matter of the contract and the implementation of obligations in the subcontract relating to data protection in writing and should it be required access to the relevant contract documentation.
- The principal does not issue a revocation in writing within one week of notification.

The principal may only revoke the assignment of a subcontractor for good reason.

A subcontract relationship in the sense of this agreement is not to constitute those services used by the contractor from third parties for supplementary services in the support of implementing the assignment. Included here are e.g. telecommunication services, maintenance and user services, cleaning services, auditors or the disposal of data media. The contractor is however obliged also to ensure the protection and the security of the data of the principal through appropriate and legally compliant contractual agreements relating to outsourced supplementary services as well as applying control measures.

§ 7 Obligations of the principal

The principal is solely responsible for adherence to the legal provisions relating to data protection, especially for the legality of the data processing by the contractor and is therefore the 'accountable party' as defined by § 3 para. 7 BDSG.

Responsibility also especially applies to any duty of maintaining a general registry pursuant to § 4g para. 2 p. 2 BDSG and provision of information pursuant to § 42a BDSG.

The principal is to report to the contractor without delay should an error or irregularity be discovered in conjunction with the processing of personal data by the contractor.

§ 8 Authority of the principal to issue instructions

Use of the data is conducted solely within the scope of the applicable agreements and in accordance with the instructions of the principal (see § 11 para. 3 sentence 1 BDSG). The principal reserves the comprehensive right to issue instructions concerning the type, scope and procedure of data processing regarding the assignment as described in this agreement, which may be clarified by individual instructions. Changes to processes and procedures of the contract subject matter are jointly agreed and documented. The contractor is only allowed to disclose information to third parties or those affected with the written approval of the principal.



Any costs incurred through the principal issuing individual instructions regarding the handling of the personal data which exceed the contractually agreed service performance, then the costs are charged to the principal.

The person authorised by the principal and the probable person instructed follow from attachment 3.

Verbal instructions are confirmed by the principal in writing or by email (in written form) without delay. The contractor uses the data for no other purpose and is specifically not entitled to disclose the data to third parties. Copies and duplicates are not to be created without the knowledge of the principal. Exceptions to this are backup copies provided they are necessary for guaranteeing proper data processing, as well as data necessary for compliance with legal requirements regarding storage.

The contractor is to notify the principal without delay should in their opinion an instruction infringe on data protection provisions pursuant to § 11 para. 3, sentence 2 BDSG. The contractor is entitled to set aside the implementation of the respective instruction until it is confirmed or changed by the authorised person from the principal. Instructions obviously in breach of data protection provisions need not be implemented by the contractor.

§ 9 Rights of control by the principal and co-determination

The principal is entitled to conduct a review of the assignment controls as stipulated in No. 6 of the annex to § 9 BDSG in consultation with the contractor or in individual cases to assign an auditor. The principal is entitled to conduct random controls on provision of an appropriate notice period to ensure compliance with this agreement by the contractor. The contractor undertakes to provide the principal on request with the information required relating to compliance with their assignment controls and to make the appropriate records available.

The contractor is to ensure that the principal is in a position to confirm compliance with the agreed technical and organisational measures during the period of the assignment in reference to the control obligations of the principal pursuant to § 11, para. 2 sentence 4 BDSG before beginning with the processing of the data. The contractor is to verify to the principal the implementation of the technical and organisational measures on request pursuant to § 9 BDSG and the annex. Verification of the implementation of such measures that not only affect the specific assignment but other services provided by the submission of up-to-date testimonials, reports or report extracts of independent authorities (e.g. accountants, audits, data

protection officer, IT security, data protection auditors, quality management auditors) or a suitable certification by IT security or data protection audit (e.g. in accordance with BSI principles).

§ 10 Deletion of personal data after completion of the underlying assignment

After concluding the contractual work or at an earlier stage at the request of the principal - at the latest upon expiration of the service level agreement - the contractor is to return to the principal all documentation in their possession, any processing or user findings as well as data records in connection with the management of the assignment or after prior agreement to destroy them in a manner compliant with data protection. The same applies for test and waste material. The record of the deletion is to be submitted on request.

Documentation serving to verify the assignment and proper processing of the data are to be stored by the contractor in compliance with the respective archiving periods beyond the termination date of the contract. Alternatively, the contractor may discharge their duty by releasing the documentation to the principal.

§ 11 Reference to legally acceptable conduct

The contractor confirms that no advertising infringing on legal provisions may be sent by the principal. The principal is responsible for the legitimacy of the data collection, processing and use. This applies also to the legal obligation of the principal towards unfair competition (specifically the obtaining of approval pursuant to § 7 UWG) and telecommunication confidentiality pursuant to Telecommunications Act (§ 88 TKG).

§12 Final provisions

Changes and amendments to this standard agreement and/or its component parts - including any assurances by the contractor - require a separate written agreement and specific reference that it concerns a change or amendment relating to this agreement. Changes and amendments to this contract are invalid. This also applies to any waiver of the formal written requirement.

German law shall apply.

The place of jurisdiction is Berlin.

Attachment 1:
Data protection concept

Attachment 2:
Appointment of the sub-contractor.

Attachment 3:
Process details



Principal

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Place

Date

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Signature

Function of the principal in the service operations

Newsletter2Go GmbH

Berlin	
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Place

Date

	Data Protection Officer
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Signature Newsletter2Go

Function at Newsletter2Go



Attachment 1

Data protection concept

Measures relating to data protection control pursuant to §9 of the Federal Data Protection Act and the associated appendices.

Status 17.05.2016



Should you have questions relating to Newsletter2Go information security please contact:

Contact

Newsletter2Go GmbH
Data Protection Officer
Maximilian Modl
Nürnberger Straße 8
10787 Berlin
Tel.: +49 (0) 30 311 99 510
Email: privacy@newsletter2go.com

Data Protection Measures

§1 Access control

Legal requirements

The access control measures undertaken in the company need to ensure that unauthorised persons are not able to physically get close to data processing facilities used to process or store personal data.

Measures

The contractor assures the principal that as a result of the measures unauthorised persons are refused access to data processing facilities used to process or store personal data.

The systems at Newsletter2Go are secured by the following measures:

- Access to the office premises only when accompanied by authorised persons
- Central access control for the office premises (key concept)
- Fire detection system

§2 Access control

Legal requirements

The access control measures undertaken in the company need to prevent unauthorised persons from using the data processing facilities.

Measures

The contractor ensures that as a result of the measures unauthorised persons are refused use of the data processing facilities.

- Password: Passwords must contain a min. of 8 characters incl. two special symbols. Passwords are changed every 90 days.
- Personal and individual user login on registration in the system or company network
- A master data record for each user
- IP-restricted access to the server

§3 Access control

Legal requirements

Measures undertaken in the company to control access need to ensure that persons authorised to use the data processing system only have access to data covered by their access authorisation and that it is not possible for unauthorised persons to read, copy, change or remove personal data during processing, use and storage.

Measures

The contractor ensures that when using the data processing procedure authorised persons are only permitted access to their personal data subject to their access authorisation and that it is not possible for unauthorised persons to read, copy, change or remove personal data during processing, use and storage due to the measures listed below:

- Differentiated and task-based authorisation, profile.
- Regular inspection of log files
- All employees to comply with data privacy and telecommunications obligations.

§4 Transmission control

Legal requirements

Measures undertaken in the company to control transmission need to ensure that personal data is not read, copied, changed or removed during the electronic transmission or during its transport or storage on a data medium, and that it is possible to examine and determine at what point transmission of personal data by data transmission media is planned.

Measures

The contractor ensures that it is not possible to change or remove personal data should it be transmitted electronically during transport or storage on data media due to the measures listed below:

Newsletter2Go guarantees that no data is transmitted to third parties.

- 256-Bit-SSL-encryption with extended validation
- Regulations regarding data destruction and deletion apply

§5 Input control

Legal requirements

Measures undertaken in the company to control access need to ensure that it is possible to retrospectively examine and determine whether and by whom personal data is input, changed or removed in the data processing systems.



Measures

The contractor ensures that it is possible to determine retrospectively by whom personal data is entered into the data processing systems:

- Secured by a registration and registration evaluation system
- Regulations controlling access rights apply

§6 Assignment control

Legal requirements

Measures undertaken in the company to control assignments need to ensure that personal data being processed is only possible in accordance with instructions of the principal.

Measures

The contractor ensures that the following measures ensure that personal data being processed is only possible in accordance with the instructions and provisions of the principal:

- the written agreement relating to the data processing assignment pursuant to § 11 BDSG regulating the rights and obligations of the contractor and principal
- formalised work assignments apply

§7 Availability control

Legal requirements

Measures undertaken in the company as part of availability controls need to ensure that personal data is protected from accidental destruction or loss.

Measures

The contractor ensures that the following measures protect personal data against accidental destruction or loss:

- Daily backup procedure
- Mirroring of hard drives at the subcontractor (RAID procedure)
- Emergency power supply at the subcontractor (USV)
- Virus protection / firewall at the subcontractor as well as at Newsletter2Go
- Contingency plan
- Fire detection system

§8 Separation control

Legal requirements

Measures undertaken in the company need to ensure separation so that personal data remains separate during processing for a variety of purposes.

Measures

The contractor ensures that the following measures separate the data compiled during processing for a variety of purposes:

- Client compatible software is in use.
- Development and test systems only operate using test data



Attachment 2

Appointment of the sub-contractor.

Hetzner Online GmbH

Industriestr. 25
91710 Gunzenhausen
Germany

Registry Court Ansbach,
HRB 3204 VAT-ID No. DE 812871812



Attachment 3

Process Details

1 Responsible specialist department / Contact at the principal

Name:

2 Determination of the purpose of the data collection, processing or use

Implementation of email marketing (newsletter)

3 Groups of persons affected

Customers and interested parties of principal

Employees of principal

Other groups of persons: _____

4 Description of the data or data categories

Category: Customer data

Name, first name, street, house number, postal code, place, telephone and fax number, email addresses and company names

Other categories with the following data:

