

Special Terms of Use for the Module Worldwide Directory provided via the Portal

Joint Controller Agreement in accordance with Article 26 General Data Protection Regulation (GDPR)

between

Hellmann and Business Partners and affiliates using the Portal as Controllers

for the processing of personal data in connection with the Worldwide Directory

The following Special Terms of Use for the Module "Worldwide Directory" ("**Special Terms of Use**") apply **from August 1st, 2021**.

§ 1 Scope

§ 1.1 These Special Terms of Use apply for the use of the Module "Worldwide Directory" ("**Module**") on the web portal ("**Portal**") set up by Hellmann Worldwide Logistics SE & Co. KG ("**Hellmann**") and available under portal.hellmann.com. These Special Terms of Use constitute an agreement on joint controllership ("**Agreement**"). The Agreement determines the rights and obligations of the Controllers ("**Parties**") for the joint processing of personal data. It applies to all activities of the Parties, or subcontractors appointed by a Party, when processing personal data. The Parties have jointly determined the purposes and means of processing personal data in accordance with Article 26 GDPR.

§ 1.2 The General Terms of Use for the Hellmann Portal ("**General Terms of Use**") shall apply additionally to these Special Terms of Use. In case of any inconsistency between the General Terms of Use and these Special Terms of Use, the latter shall take precedence as more specific provisions over the General Terms of Use.

§ 1.3 Terms, which are defined in the General Terms of Use and used in these Special Terms of Use shall have the same meaning as defined in the General Terms of Use.

§ 2 Description of the Module

Personal data is processed within the scope of the "Worldwide Directory" Module. It is a listing of both Hellmann and business partner offices, including selected contacts for each location. The tool enables to search and filter information to find offices or colleagues from around the world. It can therefore be seen as a platform into which data is entered and which enables mutual access and retrieval to and from a common database created in this way. The provision of data by each business partner makes a corresponding contribution to the creation of a database (the Worldwide Directory).

§ 3 Competencies of the Parties

§ 3.1 In context of joint controllership, Hellmann is competent for the processing of personal data in **operating range A**. Operating range A includes the provision of the platform for a Worldwide Directory as a Module within the Portal. The processing may concern the following categories of data:

- Personal data of Users transmitted by their browser to enable the visit of the Worldwide Directory. Server log files are stored temporarily on Hellmann's web server. The legal basis for the processing of such data is based on overriding legitimate interests: The processing of the log data serves the stability and security of the connection.
- Hellmann's own data entry in the Worldwide Directory, regarding:
 - o Names of contact persons
 - o Business contact details (phone number, email address)
 - o Business roles of contact persons

The legal basis for the processing of personal data is Article 6 Paragraph 1 Letter f GDPR. In this respect, Hellmann's and its business partner's interest in an efficient, group-wide and global contact directory for contact persons of the business partners prevails.

§ 3.2 In the context of joint controllership, business partner is competent for the processing of personal data in **operating range B**. Operating range B includes the own entry in the Worldwide Directory and its rectification and deletion. The processing may concern the following categories of data:

- Business partner's own data entry in the Worldwide Directory, regarding:
 - o Names of contact persons
 - o Business contact details (phone number, email address)
 - o Business roles of contact persons

Business Partner must comply with the legal obligations, including the legal basis for the processing of personal data. Business partner accepts the purposes and means of the processing on the basis of its own interest.

§ 4 Technical and Organizational Measures

§ 4.1 Each Party shall ensure compliance with the legal provisions of the GDPR, particularly in regards to the lawfulness of data processing under joint controllership. The Parties shall take all necessary technical and organizational measures to ensure that the rights of data subjects, in particular those pursuant to Articles 12 to 22 GDPR, are guaranteed at all times within the statutory time limits.

§ 4.2 Within their operating range, the Parties shall ensure that all employees authorized to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality in accordance with Articles 28 Paragraph 3,

29, and 32 GDPR for the duration of their employment, as well as after termination of their employment. The Parties shall also ensure that they observe the data secrecy provisions prior to taking up their duties and are familiarized with the data protection legislation and rules relevant to them.

§ 4.3 The Parties shall independently ensure that they are able to comply with all existing storage obligations with regard to the data. For this purpose, they must implement appropriate technical and organizational measures (Article 32 et seq. GDPR). This applies particularly in the case of termination of the Agreement.

§ 4.4 The implementation, default-setting, and operation of the systems shall be carried out in compliance with the requirements of the GDPR and other regulations. In particular, compliance with the principles of data protection by design and data protection by default will be achieved through the implementation of appropriate technological and organizational measures corresponding to the state of the art.

§ 5 Obligations of the Parties

§ 5.1 The Parties shall store personal data in a structured, commonly used, and machine-readable format.

§ 5.2 The Parties shall ensure that only personal data which are strictly necessary for the legitimate conduct of the process are collected. Moreover, the Parties agree to observe the principle of data minimization within the meaning of Article 5 Paragraph 1 Letter c GDPR.

§ 5.3 Documentations within the meaning of Article 5 Paragraph 2 GDPR, which serve as proof of proper data processing, shall be archived by each Party beyond the end of the Agreement in accordance with legal provisions and obligations.

§ 5.4 The Parties commit themselves to provide the data subject with any information referred to in Articles 13 and 14 GDPR in a concise, transparent, intelligible, and easily accessible form, using clear and plain language. The information shall be provided free of charge. The Parties agree that Hellmann provides the information on the processing of personal data in operating range A and business partner provides the information on the processing of personal data in operating range B. The Parties undertake to communicate the essential content of this Agreement to the data subjects according to Article 26 Paragraph 2 GDPR.

§ 5.5 The Parties shall inform each other immediately if they notice errors or infringements regarding data protection provisions during the examination of the processing activities.

§ 6 Data Subject's Rights

§ 6.1 The data subject may exercise his or her rights under Articles 15 to 22 GDPR against each of the Controllers.

§ 6.2 Where the data subject requests access according to Article 15 GDPR, the Parties shall provide this information. If necessary, the Parties shall provide each other with the necessary information from their respective operating range.

§ 6.3 If a data subject exercises his or her rights against one of the Parties, in particular of the rights of access, correction, or deletion of his or her personal data, the Parties are obliged to forward this request to the other Party without undue delay. This applies irrespective of the general obligation to guarantee the right of data subjects. The Party receiving the request must immediately provide the information within its operating range to the requesting Party.

§ 6.4 If personal data are to be deleted, the Parties shall inform each other in advance. A Party may object to the deletion for a legitimate interest, for example, if there is a legal obligation to retain the data set for deletion.

§ 7 Data Breach Notifications

The Parties are obliged to inform the supervisory authority and the data subjects affected by a violation of the protection of personal data in accordance with Articles 33 and 34 GDPR concerning their operating ranges. The Parties shall inform each other about any such notification to the supervisory authority without undue delay. The Parties also agree to forward the information required for the notification to one another without undue delay, but in no event later than within 48 hours if they discover a personal data breach in connection with the processing operations.

§ 8 Subcontracting

§ 8.1 The Parties commit themselves to conclude a contract in accordance with Article 28 GDPR when engaging subcontractors within the scope of this Agreement and to obtain the written consent of the other Party before concluding the contract.

§ 8.2 The Parties shall inform each other in a timely manner of any intended change with regard to the involvement or replacement of subcontractors. The Parties shall only commission subcontractors who meet the requirements of data protection legislation and the provisions of this Agreement. Services which the contracting Parties use from third parties to support the execution of the Agreement, such as telecommunications services and maintenance, shall not be seen as services provided by subcontractors within the meaning of this Agreement. However, the Parties are obligated to make appropriate contractual agreements in accordance with the law and to take controlling measures to guarantee the protection and security of personal data, even in the case of additional third party services.

§ 9 Liability

Notwithstanding the provisions of this Agreement, the Parties shall be liable for damages resulting from processing that fails to comply with the GDPR. In external relations they are jointly liable to the persons concerned.

In the internal relationship the Parties are liable, notwithstanding the provisions of this Agreement, only for damages which have arisen within their operating range.

§ 10 Amendments to these Special Terms of Use

§ 10.1 Hellmann is entitled to amend these Special Terms of Use in case such amendments are (a) to the Business Partner's advantage or (b) reasonable for Hellmann considering the interest of the Business Partner in such amendments. Hellmann will communicate such amendments to the Business Partner in writing or text form six weeks prior to their effectiveness at the latest ("**Amendment Notification**").

§ 10.2 The amendments to the Special Terms of Use shall be deemed accepted if the Business Partner does not object to the amendments within four weeks after receipt of an Amendment Notification, provided that the Amendment Notification contains a reference to this legal consequence.

§ 11 Applicable Law, Place of Jurisdiction, Miscellaneous

§ 11.1 German law applies to these Special Terms of Use.

§ 11.2 The exclusive place of jurisdiction shall be Osnabrueck (Germany) in respect of all disputes arising out of or in connection with these Special Terms of Use. The competent court shall in any case be the regional court (*Landgericht*), irrespective of the amount in dispute.

§ 11.3 Should individual provisions of these Special Terms of Use be or become invalid, the validity of the remaining provisions shall not be affected thereby.