

Contract on data processing in accordance with Art. 28 GDPR

between the controller

User of the Hengst Hydraulic App

- hereinafter referred to as the Client -

and the processor

Hengst Filtration GmbH

Nienkamp 55 - 85

48147 Münster

- hereinafter referred to as the Contractor -

Preamble

This agreement (also: "Contract") specifies the data protection obligations of the contracting parties resulting from the registration in the Hengst Hydraulic App (also: "App"). It shall apply to all activities in connection with the Contract in which employees of the Contractor or persons commissioned by the Contractor process personal data ("Data") of the Client. The agreement shall apply accordingly to (remote) testing and maintenance of automated processes or data processing systems if access to Data cannot be ruled out.

1. Subject matter and duration of the Contract

(1) Subject matter

The subject matter of the contract is the performance of the following tasks by the Contractor:

Offering and operating the Hengst Hydraulic App

(2) Duration

The Contract is concluded for an unlimited period and can be terminated by either party with a notice period of three months to the end of a calendar month. This does not prejudice the right to termination of the Contract without notice.

(3) Notwithstanding the preceding paragraph, the Contract shall apply for as long as the Contractor processes personal data of the Client (including backups).

(4) Insofar as other arrangements on the protection of personal data arise from other agreements between the Client and the Contractor, this Contract regarding the processing of personal data shall take precedence, unless the parties expressly agree otherwise.

2. Specification of the Contract details

(1) Nature and purpose of the intended processing of Data

Description of the subject matter of the contract with regard to the nature and purpose of the Contractor's tasks:

The Contractor offers the Hengst Hydraulic App for download and operates and secures this App technically.

Type of data processing:

1. user data: Creation of a user account for personalized access to the App services
2. technical data: Improvement of services (e.g. expansion of Fit4Filter, training on demand, Ai chatbot, etc.), provision of certain functions (e.g. user-specific sales management overview, creation of RFQs, etc.), security measures

(2) Type of data

The following data types/categories are subject to the processing of personal data:

Enumeration/description of the data categories
<input checked="" type="checkbox"/> Personal master data
<input checked="" type="checkbox"/> Communication data (e.g. telephone, e-mail)
<input checked="" type="checkbox"/> Technical data (camera, log data)

(3) Categories of data subjects

The categories of data subjects affected by the processing include:

Categories of affected persons
<input checked="" type="checkbox"/> Customers
<input checked="" type="checkbox"/> Prospects
<input checked="" type="checkbox"/> Employees
<input checked="" type="checkbox"/> Contact persons

3. Technical and organizational measures

- (1) The Contractor shall take all necessary technical and organizational measures in its area of responsibility in accordance with Art. 32 GDPR to protect personal data and shall provide the documentation to the Client for inspection, see **Appendix 1**. If approved by the Client, the documented measures shall form the basis of the Contract.
- (2) Insofar as the inspection/audit of the Client reveals a need for amendments, such amendments shall be implemented by mutual agreement.

- (3) The agreed technical and organizational measures are subject to technical progress and further development. In this respect, the Contractor is permitted to implement alternative adequate measures in the future. In doing so, the security level of the specified measures may not be reduced. The Client shall be informed immediately of any significant changes, which must be documented by the Contractor.

4. Rights of the data subjects

- (1) The Contractor shall support the Client within its area of responsibility and as far as possible by means of appropriate technical and organizational measures in responding to requests from data subjects concerning their data protection rights. The Contractor must not on its own discretion respond to data subject requests concerning access to data, portability, rectification, erasure, or the restriction of processing of data being processed on behalf of the Client, but only on documented instructions from the Client. Insofar as a data subject contacts the Contractor directly, the Contractor will forward this request to the Client without delay.
- (2) The right of access, rectification, to restriction of processing, to erasure and to data portability shall be ensured directly by the Contractor in accordance with documented instructions of the Client.

5. Quality assurance and other obligations of the Contractor

- (1) In addition to complying with the provisions of this Contract, the Contractor shall comply with its own legal obligations under the GDPR; accordingly, the Contractor ensures compliance with the following requirements in particular:
- a) Maintaining confidentiality in accordance with Art. 28 para. 3 sentence 2 lit. b, Art. 29, and Art. 32 para. 4 GDPR. The Contractor entrusts only such employees with the data processing outlined in this Contract who have been bound to confidentiality and who have previously been made aware of the data protection provisions relevant to their work. The Contractor and any person acting under its authority who has authorized access to personal data may only process this data in accordance with the instructions from the Client, including the powers granted in this Contract, unless otherwise required by law.
 - b) The Client and the Contractor shall cooperate, on request, with the supervisory authority in the performance of their tasks.
 - c) Immediately informing the Client about inspection activities and measures of the supervisory authority, insofar as they relate to this Contract. This also applies insofar as the Contractor is under investigation by a competent authority in connection with infringements to any Civil or Criminal Law, or Administrative Rule or Regulation relating to the processing of personal data in connection with this Contract.
 - d) Insofar as the Client is subject to an inspection by the supervisory authority, an administrative or summary offence or criminal proceedings, a liability claim by a data subject or by a third party or any another claim or information request in connection with the processing by the Contractor under this Contract, the Contractor shall support the Client to the best of its ability.
 - e) The Contractor shall regularly monitor the internal processes and the technical and organizational measures to ensure that processing within its area of responsibility is in accordance with the requirements of the applicable data protection law and the protection of the rights of the data subject.

- f) Verifiability of the technical and organizational measures conducted by the Client within the scope of its inspection powers pursuant to Section 8 of this Contract.
- g) The Contractor shall report breaches of personal data protection to the Client without delay in such a way that the Client can fulfil its legal obligations, in particular in accordance with Art. 33 and Art. 34 GDPR. The Contractor shall prepare documentation on the entire breach, which it shall make available to the Client for further measures.
- h) The Contractor shall support the Client in its area of responsibility and as far as possible within the scope of existing information obligations to provide information to supervisory authorities and data subjects and shall provide the Client with relevant information in this context - if and to the extent available to the Contractor - without delay.
- i) Insofar as the Client is obliged to carry out a data protection impact assessment, the Contractor shall support the Client taking into account the type of processing and the information available to it. The same applies to any existing obligation to consult the competent data protection supervisory authority.

(2) This contract does not exempt the Contractor from compliance with other provisions of the GDPR.

6. Subcontracting relationships

- (1) Subcontracting for the purpose of this Contract is to be understood as meaning services which directly relate to the provision of the main service. This does not include ancillary services commissioned by the Contractor, such as telecommunication services, postal/transport services, cleaning or guarding services. Maintenance and testing services shall constitute a subcontracting relationship if they are provided for IT systems which are provided in connection with a service of the Contractor under this Contract. The Contractor shall, however, be obliged to make appropriate and legally binding contractual arrangements and to take appropriate inspection measures to ensure the data protection and data security of the Client's data, even in the case of outsourced ancillary services.
- (2) The Contractor may commission subcontractors (other processors) only with the prior express written or documented consent of the Client.
- (3) The contractual agreement shall be presented to the Client at the Client's request, with the exception of business clauses not related to data protection law.

Outsourcing to subcontractors is permitted insofar as:

- the Contractor notifies the Client of such outsourcing to subcontractors in advance in writing or in text form within a reasonable period of time, which may not be less than 14 days, and
 - the Client has not objected to the planned outsourcing in writing or in text form to the Contractor by the date of handing over the data to the Contractor, and
 - the subcontracting is based on a contractual agreement in accordance with Art. 28 (2-4) GDPR.
- (4) The transfer of personal data to the subcontractor and the subcontractor's commencement of the data processing shall only be undertaken after compliance with all requirements has been achieved. Compliance with and implementation of the subcontractor's technical and organizational measures shall be inspected by the Contractor in advance of the processing of personal data, taking into account the risk at the subcontractor, and then on a

regular basis. The Contractor shall provide the Client with the inspection results upon written request. The Contractor shall also ensure that the Client can exercise its rights under this Contract (in particular its inspection rights) directly against the subcontractors.

- (5) If the subcontractor provides the agreed service outside the EU/EEA, the Contractor shall ensure compliance with EU data protection law by taking appropriate measures. The same applies if service providers are to be used within the meaning of para. 1 sentence 2.

7. International data transfers

- (1) Any transfer of personal data to a third country or to an international organization requires documented instructions from the Client and requires compliance with the requirements for the transfer of personal data to third countries in accordance with Chapter V of the GDPR.

- The Client allows data to be transferred to recipients in a third country. **Appendix 2** specifies the approved measures by the Client to ensure an adequate level of data protection under Art. 44 et seq. GDPR within the framework of subcontracting.

- (2) Insofar as the Client instructs a data transfer to third parties in a third country, the Client is responsible for compliance with Chapter V of the GDPR.

8. Inspection rights of the Client

- (1) The Client has the right, after consultation with the Contractor, to carry out or to have them carried out by an auditor to be designated in each individual case. It has the right to convince itself of the compliance with this Contract by the Contractor in its business operations during normal business hours by means of random checks, which must be announced in writing in good time.
- (2) The Contractor shall ensure that the Client is able to verify compliance with the obligations of the Contractor under Art. 28 GDPR. The Contractor undertakes to provide the Client with the necessary information on request and, in particular, to demonstrate the execution of the technical and organizational measures.
- (3) Evidence of the technical and organizational measures for compliance with requirements of data protection in general and those relating to this specific Contract can be provided by compliance with approved Codes of conduct in accordance with Art. 40 GDPR.
- (4) The Contractor may claim remuneration for enabling the Client to carry out inspections.

9. Authority of the Client to issue instructions

- (1) The Contractor shall process personal data only on the basis of documented instructions from the Client, unless it is obliged to do so under the law of the Member State or under Union law. The Client shall confirm oral instructions without delay (at least in text form). The Client's initial instructions shall be determined by this Contract.
- (2) The Contractor must inform the Client immediately if he considers that an instruction violates data protection regulations. The Contractor shall then be entitled to suspend the execution of the relevant instructions until the Client confirms or changes them.

10. Deletion and return of personal data

- (1) Copies or duplicates of the data that go beyond normal data processing shall not be created without the knowledge of the Client, with the exception of backup copies as far as they are necessary to ensure orderly data processing, as well as data required to meet regulatory requirements to retain data.
- (2) Following a written request by the Client - but at the latest upon deletion of the Client's user account - the Contractor shall hand over to the Client or delete all documents, processing and utilization results, and data pertaining to the Contract that have come into its possession, in accordance with data protection regulations. The log of the deletion shall be provided upon written request by the Client.

Contact person of the Contractor:

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Attachments

- Appendix 1: Technical and organizational measures
- Appendix 2: List of subcontractors

Appendix 1

Technical and organizational measures of the Contractor

1. Confidentiality (Art. 32 para. 1 lit. b GDPR)

- Access control
No unauthorized access to data processing systems, e.g. magnetic or chip cards, keys, electric door openers, plant security or gatekeepers, alarm systems, video systems;
- Access control
No unauthorized use of the system, e.g. (secure passwords, automatic locking mechanisms, two-factor authentication, encryption of data carriers);
- Access control
No unauthorized reading, copying, modification or removal within the system, e.g. Authorization concepts and needs-based access rights, logging of access;
- Separation control
Separate processing of data collected for different purposes, e.g. multi-client capability, sandboxing;
- Pseudonymization (Art. 32 para. 1 lit. a GDPR; Art. 25 para. 1 GDPR)
The processing of personal data in such a manner that the data can no longer be attributed to a specific data subject without the use of additional information, provided that such additional information is kept separately and is subject to appropriate technical and organizational measures;

2. Integrity (Art. 32 para. 1 lit. b GDPR)

- Transmission control
No unauthorized reading, copying, modification or removal during electronic transmission or transport, e.g. encryption, virtual private networks (VPN), electronic signature;
- Input control
Determining whether and by whom personal data has been entered, changed or removed in data processing systems, e.g. logging, document management;

3. Availability and resilience (Art. 32 para. 1 lit. b GDPR)

- Availability control
Protection against accidental or willful destruction or loss, e.g. Backup strategy (online/offline; on-site/off-site), uninterruptible power supply (UPS), virus protection, firewall, reporting channels and emergency plans;
- Rapid recoverability (Art. 32 para. 1 lit. c GDPR);

4. Procedures for regular review, assessment and evaluation (Art. 32 para. 1 lit. d GDPR; Art. 25 para. 1 GDPR)

- Data protection management;
- Incident response management;
- Data protection-friendly default settings (Art. 25 para. 2 GDPR);
- Order control
No commissioned data processing within the meaning of Art. 28 GDPR without corresponding instructions from the Client, e.g. clear contract regulations, formalized order management, strict selection of the service provider, obligation to convince in advance, follow-up checks.

Appendix 2

Approved subcontracting relationships

Subcontracting relationships

- (1) The use of subcontractors as additional processors is only permitted if the client has given its prior consent.
- (2) A subcontracting relationship requiring consent exists if the Contractor commissions other (sub-)contractors to provide all or part of the service agreed in the Contract. The Contractor shall enter into agreements with these third parties to the extent necessary to ensure appropriate data protection and information security measures.

The contractually agreed services or the partial services described below are carried out with the involvement of the following subcontractors:

Name and address of the subcontractor	Description of the services	Information on appropriate safeguards in case of a transfer of personal data to a third country
Codana GmbH; Keplerstrasse 7, 74072 Heilbronn, Germany	Development of the app; hosting & maintenance of the server on which the Azure database is located	
Brevo (formerly Sendinblue GmbH); Köpenicker Straße 126, 10179 Berlin, Germany	Sending automatic emails	
Microsoft Corporation; One Microsoft Way Redmond, WA, 98052-6399, USA	Azure database; AI chatbot	SCC Standard Contractual Clauses
One Signal, Inc; 201 S. B Street, San Mateo, CA 94401, USA	Sending push and in-app notifications	SCC Standard Contractual Clauses
Google LLC; 1600 Amphitheatre Parkway, Mountain View, California, 94043, USA	Google Play Store; API interfaces (e.g. Google Maps) for action-based location queries; Firebase (usage analysis)	SCC Standard Contractual Clauses
Apple Inc; One Apple Park Way, Cupertino, CA 95014, USA	App Store to download the app	SCC Standard Contractual Clauses

- (3) If the Contractor places orders with subcontractors, the Contractor shall be responsible for transferring its essential data protection obligations under this Contract to the subcontractors.