

## Nicola Bernard



- Service office for foreign trade affairs -  
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## Contract for order processing according to article 28 GDPR

### Agreement

between the

.....  
- Responsible person - hereinafter called client –

and the

**Nicola Bernhard | Service office for foreign trade affairs**

**Metzstr. 19 – 86316 Friedberg, Germany**  
.....

- Processor - hereinafter referred to as contractor-

### 1. Subject and duration of the contract

#### (1) Subject

☒ The subject of the order for data handling is the performance of the following tasks by the contractor: Service office for foreign trade affairs

- Customs declarations at the customs authorities
- Provision of foreign trade documents to Chambers of Commerce and other authorities (eg Federal Office of Agriculture (BLE), Veterinary Offices, Customs accredited laboratories and similar authorities and industries)
- Application processing at the Federal Office of Economics and Export Control
- Preparation of company-specific seminars
- Assistance in international payment processing in the context of letters of credit / documentary deposit or similar
- Foreign trade consultancy
- Support for freight optimization

#### (2) duration

☒ The duration of this contract (period) is the duration of the service level agreement.

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fax:+49 0821-4552142-20 E-Mail: zoll@nicola-bernard.de**

## 2. Specification of the content of the order

### (1) Type and purpose of the intended processing of data

☒ The description and purpose of the processing of personal data by the contractor for the client are specifically described in the service agreement.

The provision of the contractually agreed data processing takes place exclusively in a member state of the European Union or in another state party to the Agreement on the European Economic Area. Any transfer to a third country requires the prior consent of the client and may only take place if the special requirements of art. 44 ff. GDPR are met. The adequate level of protection in Germany

☒ is produced by binding internal data protection regulations (art. 46 p. 2 let. b related to 47 GDPR);

### (2) Type of Data

☒ The subject of processing personal data are the following data types categories (enumeration / description of the data categories)

☒ Communication data ( phone, e-mail, etc.)

E-mail address in connection with the company the employee is working for, as well as the company's telephone number, if necessary with an extension.

### (3) Categories of related persons

☒ The categories of persons affected by processing include:

☒ Customers

☒ Employee

☒ Contact Person

Personal data includes only the name, e-mail address and telephone number from the employee of our customer and supplier.

## 3. Technical-organizational measures

(1) The contractor has the conversion of the technical and organizational measures before beginning of the processing, necessary stated, before the placing of orders and to document in particular regarding concrete order performance and hand over to the client for examination. With acceptance by the client the documented measures become basis of the order. As far as the examination/an audit of the client shows an adjustment need, this is to be converted by agreement.

(2)The contractor has the obligation of data protection in accordance with art. 28. let 3. C, 32 GDPR in particular in relation with art. 5 esp. let 1 and. art. 2 GDPR. In summary it acts in the measures which can be met around measures of data security and for the guarantee the risk appropriate protection levels regarding the privacy, the integrity, the availability as well as the maximum stress of the systems. The state of the art, the implementation costs and the kind, which extent and the purposes of the processing as well as the different probability of entrance and weight of the risk for the rights and freedoms of natural people in the sense of art. 32 esp. 1 GDPR are to consider [details in Appendix 1]. (3) The technical and organizational measures are subject to technical improvement and development. In the respect hereof the contractor is permitted to convert alternative adequate measures. The safety level of the fixed measures may not be fallen below. Substantial changes must be documented.

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## 4. Correction, restriction and deletion of data

(1) The contractor may not rectify, delete or restrict the processing of the data processed in the order on his own authority but only after the documented instructions of the client. If a person concerned contacts the contractor directly in this regard, the contractor shall immediately forward this request to the customer.

(2) Insofar as included in the scope of services, the deletion concept, right to be forgotten, rectification, data portability and information according to documented instructions of the client are to be ensured by the contractor directly.

## 5. Quality assurance and other obligations of the contractor

In addition to complying with the regulations of this order, the contractor has legal obligations in accordance with art. 28 to 33 GDPR; in this respect, in particular, he guarantees compliance with the following requirements:

- a) ☐ Written appointment of a data protection officer who performs his duties in accordance with art. 38 and 39 DS-GMO.  
☐ The client will be provided with the client's contact details for the purpose of making direct contact.  
The client will be informed immediately of any change of data protection officer.  
☒ As data protection officer, the Contractor is  
Mrs Nicola Bernard, Owner, Tel. 0821-4551420, E-Mail: [zoll@nicola-bernard.de](mailto:zoll@nicola-bernard.de) The client must be informed immediately of any change of data protection officer.  
☐ The relevant current contact details are easily accessible on the homepage of the contractor.
- b) ☒ The contractor is not obliged to appoint a data protection officer. Mrs Nicola Bernard, owner, phone ++49821-4551420, e-mail: [zoll@nicola-bernard.de](mailto:zoll@nicola-bernard.de), will be the contact person at the contractor.
- c) ☐ Reasoned in that the contractor has its registered office outside the European Union, it nominates the following representative within the European Union in accordance with article 27(1) GDPR: Mrs Nicola Bernard, owner, phone ++49821-4551420, e-mail: [zoll@nicola-bernard.de](mailto:zoll@nicola-bernard.de).
- d) The reservation of confidentiality in accordance with art. 28 Paraphr. 3 sentence 2 let. b, 29, 32 Paraphr. 4 GDPR. The contractor will use only employees who are committed to confidentiality and who have been previously familiarized with the data protection regulations that are relevant to them. The contractor and any person subordinated to the contractor who has access to personal data may process such data only in accordance with the instructions of the client, including the powers granted in this Contract, unless they are legally obliged to process.
- e) The implementation and compliance with all technical and organizational measures required for this contract in accordance with art. 28 paraphr. 3 sentence 2 let. c, 32 GDPR [details in Appendix 1].
- f) The client and the contractor work together with the supervisory authority on request to fulfill their duties.
- g) Immediate information to the client about control actions and measures of the supervisory authority, insofar as they relate to this order. This also applies insofar as a competent authority has determined in the context of an administrative or criminal procedure with regard to the processing of personal data in the processing of orders by the contractor.
- h) Insofar as the client himself is subject to inspection by the supervisory authority, an administrative offense or criminal proceeding, the liability claim of a data subject or a third party or any other claim in connection with order processing by the contractor, the contractor must support him to the best of his ability.
- i) The contractor frequently shall review internal processes and technical and organizational measures to ensure that the processing within its area of responsibility complies with the requirements of applicable data protection law and that the protection of the data subject's rights is ensured.
- j) Verifiability of the technical and organizational measures taken towards the client within the scope of his control powers according to section 7 of this contract.

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## 6. contractual relationships

(1) For the purposes of this regulation, subcontracting means such services which directly relate to the provision of the main service. This does not include ancillary services provided by the contractor, e.g. as a telecommunications services, postal / transport services, maintenance and user service or the disposal of data messaging and other measures to ensure the confidentiality, availability, integrity and resilience of the hardware and software of data processing facilities. However, the contractor is obliged to take appropriate and legally compliant contractual agreements and control measures in order to ensure data protection and data security of the client's data, even with outsourced ancillary services.

(2) The contractor only may hire subcontractors (other processors) after prior express written consent from the client.

a) ☐ Subcontracting is prohibited.

b) ☒ The client agrees to the commissioning of the following subcontractors under the condition of a contractual agreement in accordance with art. 28 paragr. 2-4 GDPR:

Company of subcontractor	Address / country	Hired service
<b>Dakosy Datenkommunikation AG</b>	<b>Mattenwiete 2, 20457 Hamburg / Germany</b>	<b>Customs declaration-Software (ATLAS)</b>

c) ☒ Outsourcing to subcontractors or

☒ the replace of the existing subcontractor  
are allowed, as far as:

- the contractor has communicated such outsourcing to a subcontractor to the client in writing a reasonable time in advance.
- the client does not contradict to the planned outsourcing in writing or in text form until the date of transfer of the data to the contractor and
- a contractual agreement in accordance with art. 28 paragr. 2-4 GDPR is used

(3) The transfer of personal data of the client to the subcontractor and its initial action are only permitted if all prerequisites for subcontracting have been met

(4) If the subcontractor provides the agreed service outside the EU / EEA, the contractor shall ensure the legality of data protection by taking appropriate measures. The same applies if service providers within the meaning of paragr. 1 sentence 2 are to be used.

(5) Another outsourcing by the subcontractor

☒ is not scheduled;

All contractual arrangements in the chain of contract also have to be imposed on the additional subcontractor.

## 7. Control rights of the client

(1) In consultation with the contractor the client has the right to carry out inspections or have them carried out by examiners to be named in individual cases. He has the right to satisfy himself of the compliance of this agreement by the contractor in the contractor's offices through spot checks, which are usually to be advised in time and to register.

(2) The contractor shall ensure that the client can satisfy himself of the compliance with the obligations of the contractor in accordance with art. 28 GDPR. The contractor undertakes to provide the client with the necessary information upon request and, in particular, to prove the implementation of the technical and organizational measures

(3) The proof of such measures, which do not concern only the concrete order, can be carried out by

☒ compliance with approved codes of conduct pursuant to art. 40 GDPR;

(4) The contractor can assert a claim for remuneration in order to enable the checks to be carried out by the client.

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## 8. Notification in case of violations of the contractor

(1) The contractor shall assist the contracting authority in complying with the obligations on security of personal data, reporting of data breaches, data protection impact assessments and prior consultations, as set out in Articles 32 to 36 of the GDPR. These include i.a.:

- a) ensuring an adequate level of protection through technical and organizational measures that take into account the circumstances and purposes of the processing and the predicted likelihood and severity of a possible breach of rights by security vulnerabilities, and enable the immediate detection of relevant injury events
- b) Obligation to report infringements of personal data to the client without delay
- c) the obligation to assist the contracting entity in providing information to the person concerned, and to provide him/her with all relevant information without delay in that connection
- d) the support of the client for its data protection impact assessment
- e) the assistance of the contracting authority in the context of prior consultations with the supervisory authority

(2) For services that are not included in the terms of reference or are not the result of misconduct by the contractor, the contractor may claim a fee.

## 9. Authority of the client

(1) Verbal instructions are confirmed by the client immediately (at least in text form).

(2) The contractor has to inform the client immediately if he believes that an instruction infringes data protection regulations. The contractor is entitled to suspend the performance of the corresponding instruction until it has been confirmed or changed by the client.

## 10. Deletion and returning of personal data

(1) Copies or duplicates of the data are not created without the client's knowledge. This does not include backup copies, to the extent necessary to ensure proper data processing, and data required to comply with statutory retention requirements.

(2) After conclusion of the contractually agreed work or sooner upon request by the client - at latest upon termination of the service agreement - the contractor has to hand over all documents, processing and utilization results as well as data stocks which are in connection with the order relationship to the client in accordance with data protection after prior consent to or be destroyed. The same applies to test and scrap material. The log of the deletion must be submitted on request.

(3) Documentations serving as proof of orderly and proper data processing must be kept by the contractor according to the respective retention periods beyond the end of the contract. He can then hand over to the client for his discharge at the end of the contract.

To keep the address directories on personal data, please fill following table in which you name the persons who will contact us.

Employees / executives				
	first name	last name	e-mail	phone
1.				
2.				
3.				
4.				
5.				
6.				

Of course, we handle all personal data responsibly.

**The data protection officer of the contractor:**

Mrs. Nicola Bernard,  
Metzstr. 19, 86316 Friedberg Germany  
phone: +49 0821-455142-0  
E-Mail: [zoll@nicola-bernard.de](mailto:zoll@nicola-bernard.de)

Client:

\_\_\_\_\_  
Place, date

\_\_\_\_\_  
name in clear text

\_\_\_\_\_  
Company stamp/ signature

Nicola Bernard, service office for  
foreign trade affairs (contractor)

Friedberg, 7th June 2018

\_\_\_\_\_  
Place, date

Nicola Bernard

\_\_\_\_\_  
name in clear text

\_\_\_\_\_  
Company stamp/ signature

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# Appendix I

## Technical and organizational measures

From security and privacy policy reasons we unfortunately may not publicly share detailed information about our used programs and internal company processes. These are available on individually request. We ask for your trust and understanding that we will responsibly manage and process your data.

### 1. Security (art. 32. 1 (b) GDPR)

We „live“:

- Entry control
- Access control
- Entrance control
- Separation control
- Pseudonymisation acc. art. 32. 1 (a) GDPR; art. 25 1 GDPR (on demand)

### 2. Integrity (art. 32. 2 GDPR)

We work with:

- Transfer control
- Input control

### 3. Availability and resistivity (32. 1 (d) GDPR)

We ensure:

- Control of availability
- Rapid recoverability (art. 32. 1 (c) GDPR)

### 4. Process for regularly testing, assessing, evaluating effectiveness (art. 32. 1 (d) GDPR; and art. 25. 1 GDPR)

We established

- Data protection management;
- Incident-response-management;
- Privacy-frendly presets (art. 25. 2 GDPR);
- Contract control