

Nicola Bernard



- services for foreign trade affairs -

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Contract for order processing according to Art. 28 EU- GDPR (General Data Protection Regulation)

Between

Surname
name suffix
road
Postal code and city

- Client –

and

Nicola Bernard,
Service office for foreign trade affairs,
Metzstr. 19
86316 Friedberg

- Contractor –

Prolog

In terms of data protection law, in particular in the sense of the General Data Protection Regulation (EU-DGPR), which has been in force since 25.th May 2018, the contractor, the service office for foreign trade affairs of Ms Nicola Bernard, is a processor. Order processing should be carried out in accordance with Article 28 EU-DGPR on the basis of a contract.

This contract specifies the obligations of the contracting parties to protect the privacy of an already existing business relationship. Any declarations of confidentiality issued by Nicola Bernard will remain unaffected. The general terms and conditions of the service office N.B. remain unchanged.

1. Processing activities of the contractor:

- Customs declarations
- Drawing up of customs documents at the customs authorities
- Preparation of foreign trade documents to Chambers of Commerce and other authorities (eg Federal Office of Agriculture, Veterinary Veterinarians, Customs accredited laboratories, as well as similar authorities and institutions.)
- 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.
- Advice on foreign trade
- Support for freight optimization

Data processing takes place exclusively in the territory of the EU. A transfer of personal data of the client to third parties, which are not related to the direct execution of the order, does not occur.

2. Storage of personal data by the contractor:

- Name and address of the company "Client", (1)
- its decision maker /clerk (2)
- its e-mail address and telephone number (s) (3)
- name and address, for the data processing in dialogue with authorities and institutions required customer data of the client (4) such. Buyer, recipient / pre-supplier, warehouseman and related natural persons whom the client has previously agreed to contact.

(1) - (4) The information is provided by e-mail inquiries from the client's employees as well as the authorization of the client, which the latter has sent to the contractor in writing before placing the order.

3. Rights of the client:

- Right of access by the data subject (Article 15 of the GDPR)
- Right to rectification (Article 16 of the GDPR)
- Right to cancellation (Article 17 of the GDPR)
- Right to erasure ('right to be forgotten') of processing (Article 18 of the GDPR) *
- Right to object the processing (Article 21 of the GDPR) *
- Right to data portability (Article 20 of the GDPR)

Restricting the processing may result in failure to fulfil the contract as the contractor, in dialogue with the authorities and institutions, is ultimately subject to administrative law and has no say in the scope of the data.

A contradiction of the processing can lead to the impossibility of executing an order, for which the contractor as a result cannot be held responsible.

4. Obligations of the client:

- Information about changed circumstances / persons of the personal data stored by the contractor in the course of the activity (for example leaving an employee/decision maker/clerk)
- Changes in the contact details of natural persons
- Communication on the desire to delete personal data

5. Subcontractors

We do not use a subcontractor. We do not understand our software provider for the ATLAS Internet connection (German customs-IT solution) as such. With DAKOSY Datenkommunikation AG we have already signed a supplementary contract to the already existing one in compliance with Article 28 EU-DGPR

6. Liability

For the scope of the liability, the liability rules agreed in the main contracts apply. For execution in accordance with the contract and with regard to special personal data in the context of the Data Protection Regulation, the contractor is responsible in accordance with Article 28 EU-DGPR. The prerequisite for such a claim is that the client has complied with his duty of disclosure regarding changed circumstances and persons.

7. Termination

After expiry of the business relationship, the client has the option to withhold data or delete it.

By claiming a deletion the right to storage expires.

8. Final provision

If the data of the client should be removed by measures of third parties, such as be endangered by seizure or confiscation, by insolvency or settlement proceedings of third parties or by other events or measures of third parties, the contractor shall inform the client immediately.

If parts of this contract should be ineffective, this does not affect the effectiveness of the whole contract.

Changes to this contract require the text form.

The data protection officer of the contractor is

Frau Nicola Bernard,
Metzstr. 19, DE- 86316 Friedberg
Tel: 0049 821-455142-0
E-Mail: zoll@nicola-bernard.de

Client	Nicola Bernard, Service office for foreign trade affairs (contractor)
_____	_____
Ort, Datum	Friedberg, 2nd January 2023
_____	_____
Name(n) in plain text	Ort, Datum
_____	Nicola Bernard
_____	_____
Firmenstempel / Unterschrift	<i>Nicola Bernard</i>
	Unterschrift

Further information

To keep the address directories on personal data, please fill your current (basic) contact persons are as follows:

Employee /decision maker

	First name	Surname	E-mail-address	Phone number
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				