

**Processing in accordance with Article 28 General Data Protection Regulation  
(GDPR)**

**EASYRENT**

entered into by and between

hereinafter referred to as the „Principal“,

and

**WINTERSTEIGER Sports GmbH, FN 593430 t**  
Wintersteigerstrasse 1  
A – 4910 Ried im Innkreis, Austria

hereinafter referred to as the „Contractor“

(each individually also called a "Party" and collectively called the "Parties")

## Recitals

This Agreement for commissioned processing is a supplementary part of the Main Service Agreement between the contracting Parties and specifies their obligations regarding Data Protection.

The Contractor shall process personal data on behalf of the Principal pursuant to Art. 4 (2) and Art. 28 of Regulation (EU) 2016/679 (General Data Protection Regulation, GDPR).

Within the scope of this Agreement, the Principal shall be responsible for compliance with the statutory provisions of the data protection laws, in particular for the lawfulness of the transfer of data to the Contractor as well as for the lawfulness of the Data Processing (the Principal acts as "Controller" pursuant to Art. 4 (7) GDPR).

## 1. Subject matter and duration of the Order or Contract

### 1.1. Subject matter

The subject of the Agreement follows from the existing Agreement/order and the applicable EASYRENT License and Maintenance Conditions that are referred to here (hereinafter referred to as Service Agreement).

### 1.2. Duration

The duration of this Agreement (term) corresponds to the duration of the Service Agreement. The termination regulations of the Service Agreement apply.

## 2. Specification of the content of the Agreement

### 2.1. Type and purpose of the intended processing of Personal Data

The data processing is carried out exclusively for the purposes specified in **Annex 1**.

### 2.2. Place/Location of the intended processing of Personal Data

**2.2.1.** The undertaking of the contractually agreed processing of Data are carried out exclusively within a Member State of the European Union (EU) or within a Member State of the European Economic Area (EEA).

**2.2.2.** Each and every Transfer of Data to a State which is not a Member State of either the EU or the EEA requires the prior written approval of the Principal and shall only occur if the specific Conditions of Article 44 et seq. GDPR have been fulfilled.

### 2.3. Type of Personal Data

The type of personal data processed by the Contractor is specified in **Annex 2**.

### 2.4. Categories of Data Subjects

The persons affected by the Contractor's data processing are specified in **Annex 3**.

## 3. Technical and Organizational Measures

**3.1.** Before the commencement of processing, the Contractor will document the execution of the necessary technical and organizational measures, set out in advance of the awarding of the Order or Contract, specifically with regard to the detailed execution of the Agreement. Upon acceptance by the Principal, the documented measures become the foundation of the Agreement. Insofar as the inspection/audit by the Principal shows the need for amendments, such amendments shall be implemented by mutual agreement within reasonable time.

**3.2.** The Contractor will establish the security in accordance with Article 28 (3) point c, and Article 32 GDPR in particular in conjunction with Article 5 (1) and (2) GDPR through appropriate measures. The measures to be taken are measures of data security and measures that guarantee a protection level appropriate to the risk concerning confidentiality, integrity, availability and resilience of the systems. The state of the art, implementation costs, the type, scope and purposes of processing as well as the probability of occurrence and the severity of the risk to the rights and freedoms of natural persons within the meaning of Article 32 (1) GDPR must be taken into account. (Details in Appendix 1).

**3.3.** The technical and organizational measures need to remain in step with technical progress and developments. The Contractor is therefore permitted to implement adequate alternative measures to that extent. However, such alternative measures must not provide a lower level of security than the agreed measures. Any significant changes must be documented.

## 4. Authority of the Principal to issue instructions

**4.1.** The Contractor processes all personal data exclusively within the framework of the Agreement reached and in accordance with the Principal's instructions (Art. 29 GDPR), unless the Contractor is required to process by European Union or Member State law; in such a case, the Contractor notifies the Principal of these legal requirements prior to processing, unless the relevant law prohibits such notification. The instructions are initially determined by this Agreement and may thereafter be amended, supplemented or replaced by the Principal by individual instructions in written or in electronic form (text form) to the office designated by the Contractor. The Contractor documents the instructions issued in a directory maintained by the Contractor.

**4.2.** The Principal immediately confirms oral instructions in written or in electronic form.

**4.3.** The Contractor informs the Principal immediately and without delay if he considers that an instruction violates Data Protection Regulations and Data Protection Law. The Contractor is entitled to suspend performance of said instructions until they have been confirmed or modified by the Principal.

**4.4.** The Contractor shall not use the personal data for any purposes other than the agreed purposes, in particular for its own purposes or the purposes of third Parties.

**4.5.** Copies and duplicates shall not be produced without the Principal's knowledge, with the exception of backup copies that are required to ensure proper data processing and personal data that are required for compliance with statutory retention periods.

## **5. Rectification, restriction and erasure of personal data**

**5.1.** If a data subject exercises any of its statutory rights to information, rectification, erasure, restriction of processing, data portability, objection, or the right not to be subject to a decision based solely on automated processing (Articles 15 to 22 GDPR, collectively: data subject rights) with respect to its data processed on the Principal's behalf by contacting the Contractor directly, the Contractor shall forward said request to the Principal without delay. The Contractor is not liable for failure to reply to any data subject requests that have been forwarded to the Principal or for any deficient or late replies to said requests.

**5.2.** The Contractor shall only rectify, erase or restrict processing of the requesting data subject's data on the documented instructions of the Principal and not on its own authority. The same applies to fulfilment of the data subject's right to data portability and information.

**5.3.** Notwithstanding the rule in paragraph (1), the Contractor is entitled to erase personal data after first warning the Principal if and to the extent that it is necessary for the uninterrupted provision of the service governed by the Main Agreement and the Principal is given the possibility of exporting a data backup.

**5.4.** The Contractor shall be suitably compensated for costs it has incurred for its assistance to the Principal in safeguarding the rights of data subjects pursuant to this clause 5.

## **6. Contact details of the data protection officer or contact person for data protection**

**6.1.** The Contractor shall appoint a data protection officer in writing to carry out its activities pursuant to Articles 38 and 39 GDPR, providing the Contractor is required to do so by law.

**6.2.** The Contractor is not obliged to appoint a data protection officer. The designated contact person at the Contractor is:

**name:** Stefan Unterberger

**phone:** +43 7752 919 216

**e-mail:** datenschutz@wintersteiger.at

**6.3.** Any changes in contact details shall be communicated to the Principal without delay.

## **7. Confidentiality**

**7.1.** The Contractor shall only use staff for performing the work who have signed a relevant confidentiality agreement and who have first been familiarized with the relevant data protection provisions. The Contractor and any persons subordinate to the Contractor who have access to personal data are only permitted to use said data in accordance with the Principal's instructions, including its authority to issue instructions under this Agreement, unless required by law to process the data.

**7.2.** The obligation of confidentiality remains in force even after termination of the Agreement.

## **8. Control and verification obligation of the contractor**

**8.1.** The Contractor shall regularly monitor the internal processes as well as the technical and organizational measures pursuant to **Annex 4** in order to ensure that the processing in its area of responsibility is carried out in compliance with the requirements of the applicable data protection law and that the protection of the rights of the data subject is guaranteed.

**8.2.** The Contractor shall provide evidence of the technical and organizational measures taken to the Customer upon request within the scope of its control powers pursuant to **clause 10.** of this Agreement.

## **9. Subcontracting**

**9.1.** Sub-contracting is deemed to take place if the Contractor contracts another processor (sub-contractor) to perform the services, either in whole or in part, that it is contractually required to provide to the Principal. The Contractor shall carefully select any sub-contractors with particular attention to the technical and organizational measures taken by said sub-contractors, and shall conclude suitable agreements with them to ensure appropriate data protection and information security measures.

**9.2.** Services which the Contractor uses as an ancillary service to support the commissioned processing shall not be deemed as subcontracting relationships within the meaning of this provision. Such ancillary services include, but are not limited to, telecommunication services, postal/shipping services, maintenance and user service (insofar as the service provider does not have access to personal data), cleaning services or the disposal of data media. However, to ensure protection and security of the personal data owned by the Principal, the Contractor is required to conclude appropriate and lawful contractual agreements even for such ancillary services and to take measures to check compliance.

**9.3.** The Contractor is entitled to use subcontractors.

**9.4.** The Principal agrees to the Contractor engaging the subcontractors listed in **Annex 5.**

**9.5.** The Contractor shall inform the Principal prior the involvement of additional subcontractors or replacing any of the listed subcontractors. The Principal may object to the change within 14 days after notification of the change for good cause. If no objection is made within the period, the consent to the change shall be deemed given. If the Customer objects to the subcontracting and if it is not possible for the Contractor to commission another subcontractor on reasonable terms at short notice, the Contractor shall have the option to adjust the agreed remuneration by the higher costs incurred by the alternative subcontracting or to terminate this contract and the main contract extraordinarily.

**9.6.** If the Contractor involves subcontractors, it shall transfer its data protection obligations under this Agreement to the subcontractor in accordance with Article 28 (4) and (9) of the GDPR to the applicable and appropriate extent. For this purpose, the Contractor shall enter into a written Agreement with the subcontractor. The Contractor shall regularly monitor compliance with these obligations.

## **10. Supervisory powers of the Principal**

**10.1.** The Principal has the right, after consultation with the Contractor, to carry out inspections or to have them carried out by an auditor to be designated in each individual case on a case-by-case basis and to assure itself of the Contractor's compliance with this Agreement at the Contractor's place of business by performing spot checks once a year. The Principal shall have such inspections respectively audits performed only after prior timely notification during standard business hours and without disrupting the Contractor's operations by sufficiently qualified staff bound to secrecy or by sufficiently qualified external inspectors bound to secrecy to be named in the individual case. The Principal shall provide the Contractor with a copy of the test/audit report.

**10.2.** The Contractor shall ensure that the Principal can assure itself of the Contractor's compliance with its obligations pursuant to Article 28 GDPR. If instructed to do so, the Contractor shall provide the necessary information and provide proof in particular of implementation of the technical and organizational measures.

**10.3.** Evidence of such measures, which concern not only the specific Order or Agreement, may be provided by, for example, Compliance with approved Codes of Conduct pursuant to Article 40 GDPR; Certification according to an approved certification procedure in accordance with Article 42 GDPR; current auditor's certificates, reports or excerpts from reports provided by independent bodies (e.g. auditor, Data Protection Officer, IT security department, data privacy auditor, quality auditor); a suitable certification by IT security or data protection audit (e.g. according to BSI-Grundschutz (IT Baseline Protection certification developed by the German Federal Office for Security in Information Technology (BSI)) or ISO/IEC 27001).

**10.4.** The Contractor shall be suitably remunerated for enabling audits by the Principal and for its cooperation in the audits.

### **11. Notification and conduct of the Contractor in the event of breaches**

**11.1.** The Contractor is obliged, upon request in text form, to assist and to cooperate with the Principal in complying with the personal data security obligations set out in Articles 32 to 36 GDPR, with respect to the security of personal data, reporting obligations for data breaches, data protection impact assessments, and prior consultations to the necessary and reasonable extent. This includes, but is not limited to

**11.1.1.** ensuring an adequate level of protection by taking technical and organizational measures that take into account the circumstances and purposes of the processing as well as the forecast likelihood and severity of a potential security breach and allow for the immediate detection of relevant breach events;

**11.1.2.** the obligation to report personal data breaches to the Principal without delay;

**11.1.3.** the obligation to support the Principal within the scope of the Principal's obligation to provide information to data subjects and to provide the Principal with all relevant information in this context without delay;

**11.1.4.** the support of the Principal with its data protection impact assessment;

**11.1.5.** the support of the Principal within the scope of prior consultations with the supervisory authority.

**11.2.** The Contractor is entitled to appropriate remuneration for the aforementioned specified support services.

**11.3.** The above provisions continue to apply unchanged after the termination of this Agreement until complete fulfillment of the obligations regulated therein.

### **12. Deletion and return of personal data**

**12.1.** Within 6 months after the end of the term of this Agreement or beforehand upon request by the Principal, the Contractor shall hand over to the Principal or, after prior consent, delete or destroy in accordance with data protection law all documents, processing and utilization results created and data files that have come into its possession and that are related to the contractual relationship, provided that legitimate interests of the Contractor do not conflict with this. In particular, the above provision shall not apply if the deletion is not possible or involves disproportionate effort for the Contractor.

**12.2.** The Contractor may retain documentation that serves as evidence of the proper processing of data in accordance with the order or for its legal defense beyond the end of the Agreement in accordance with the respective statutory or contractually agreed retention periods. The Contractor may hand them over to the Principal at the end of the Agreement to discharge the Contractor.

### **13. Other obligations of the Contractor**

**13.1.** Upon instruction in written text, the Contractor is obliged to assist and cooperate in fulfillment of the rights of data subjects pursuant to Articles 12 to 22 GDPR to the required and reasonable extent. The Contractor shall provide the Principal with the required data by suitable means..

**13.2.** The Contractor is entitled to appropriate remuneration for providing the specified support services.

### **14. Final provisions**

**14.1.** The Contractor shall notify the Principal without delay if the Principal's property at the Contractor is jeopardized by measures of third parties (such as seizure or confiscation), by insolvency proceedings, or by other events. The Contractor shall inform all those responsible for any such measures without delay that the personal data are processed on behalf of the Principal and that the Principal has ownership of the data.

**14.2.** Any amendments and additions to this Agreement must be made in written form, unless stricter requirements are required by law. This also applies to any waiver of the requirement of the written form.

**14.3.** If any provision of this Agreement is or becomes invalid or unenforceable in whole or in part, the validity of the remaining provisions will be unaffected thereby.

**14.4.** This Agreement, including assessment of conclusion of the Agreement, is solely governed by Austrian law. The UN Convention on Contracts for the International Sale of Goods (CISG) does not apply. The relevant court in Ried in Innkreis has sole jurisdiction for any disputes arising from or in connection with this Agreement, including any disputes about conclusion of the Agreement.

Ried/Innkreis, this \_\_\_\_\_ | \_\_\_\_\_,this \_\_\_\_\_

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**WINTERSTEIGER Sports GmbH**

|Name and capacity |

|Name and capacity |

|Name and capacity |

|Name and capacity|

## Annex 1

### Type and purposes of data processing

The Contractor shall process the personal data provided by the Principal or collected or otherwise processed for the Contractor in the course of provision of the Services for the following purposes:

- Easyrent remote maintenance & support
- Easyrent online booking / check-in (hosting)
- E-Mail-dispatch via Sendgrid

## Annex 2

### Categories of personal data subject to data processing

The Contractor shall process the following categories of personal data provided by the Principal or collected for the Contractor in the course of provision of the Services or processed in any other way:

- personal master data
- contact details (e.g. telephone, E-Mail)
- customer history
- billing and payment data
- staff master data
- Identity document data

Among personal data, the following special categories of personal data are represented:

- none



## Annex 3

### Data subjects of the data processing

The Contractor shall process the personal data provided by the Principal or collected for the Contractor in the course of provision of the Services or processed in any other way for the following categories of data subjects:

- Staff
- End user, end customers
- Suppliers
- Children (up to the age of 14 years)

## Annex 4

### Technical and organizational measures

#### Confidentiality

- **Access to premises:** protection against unauthorized access to data processing systems: keys, access cards, electric door openers;
- **Access to systems:** protection against unauthorized system use: passwords (including corresponding policy), automatic locking mechanisms, encryption of data media;
- **Access within systems:** no unauthorized reading, copying, modification or removal within the system: Standard authorization profiles on a "need to know basis", standard process for assigning authorizations, periodic review of the assigned authorizations, especially of administrative user accounts;
- **Pseudonymization:** to the extent that it is possible for the respective data processing, the primary identifiers of the personal data shall be removed in the respective data application and stored separately;
- **Data classification scheme:** Based on statutory obligations or self-assessment (secret/confidential/internal/public).

#### Integrity

- **Transfer control:** No unauthorized reading, copying, modification or removal during electronic transmission or transport: encryption, Virtual Private Networks (VPN);
- **Input control:** Identification whether and by whom personal data has been entered into, modified or removed from data processing systems: Logging, document management;

#### Availability an resilience

- **Availability control:** Protection against accidental or deliberate destruction or loss: backup strategy (online/offline; on-site/off-site), uninterruptible power supply (UPS, diesel generator), anti-virus protection, firewall, reporting channels and emergency plans; security checks at infrastructure and application level, multilevel backup concept with encrypted outsourcing of backups to an alternative data center, standard processes in the event of staff changes/departures;
- **Rapid restorability;**
- **Deletion periods:** Both for data itself and metadata, such as log files, etc.

#### Procedures for regular review, assessment and evaluation

- Data protection management, including regular employee training;
- Incident response management;
- Data protection-friendly default settings;
- **Order control:** No commissioned data processing within the meaning of Art 28 DS-GVO without suitable instructions issued by the Principal, e.g.: clear contractual arrangements, formalized order management, strict selection of the processor (ISO certification, ISMS), prior checks, follow-up checks.

## **Annex 5**

### **Subcontractors**

For the processing of data on behalf of the Principal, the Contractor uses the services of third Parties who process data on Contractor's behalf ("subcontractors").

This involves the following company(ies):

1. Easyrent online booking / Check-in (hosting) by:

MICROLAB GmbH  
Hannesgrub Süd 6  
4911 Tumeltsham  
Österreich