# DATA PROCESSING AGREEMENT

concluded between

**[Company name of SPAR Group company]**
Europastrasse 3
5015 Salzburg
hereinafter referred to as the "Principal" or "Responsible Party".

and

**[Company name]**
[Address]
[postcode, city]
hereinafter referred to as "Processor

Data of the Principal, which the Principal transfers to the Processor for the provision of the contractual services, may be personal data. The Principal is the "Controller" within the meaning of the GDPR (Regulation (EU) 2016/679); the Processor acts as a "Processor" within the meaning of the GDPR on behalf of the Controller.

The processor guarantees that all processing of personal data - which also includes access to and processing of personal data by subcontractors - takes place within the EEA or in third countries whose level of data protection has been recognised as adequate by the European Commission by decision.

The data provided to the processor and the permitted data processing operations are shown in the table in Annex ./1.

The processor undertakes to process personal data only on the documented instructions of the controller - also with regard to the transfer of personal data to a third country or an international organisation.

A transfer of the data or processing results to third parties, including affiliated companies of the Processor, is not permitted. The Processor shall not process the data provided for its own purposes or the purposes of third parties.

The involvement of subcontractors as further processors by the Processor shall require the prior written consent of the Controller. Subcontractors approved by the Controller are listed in Annex ./2. Subcontractors are all natural and legal persons who are not the Processor or its employees, thus also companies affiliated with the Processor and freelancers. Where the Processor uses the services of a subcontractor to carry out certain processing activities on

behalf of the Controller, the same data protection obligations as set out in this Processor Agreement shall be imposed on that subcontractor by way of a contract. When using subcontractors, the Processor shall remain solely and exclusively responsible for the performance of the services and for compliance with the legal and contractual obligations towards the Controller. Subcontractors and freelancers shall act as vicarious agents within the meaning of Section 1313a ABGB.

The Processor declares that it has taken sufficient security measures within the meaning of Article 32 of the GDPR to prevent data from being processed in an unlawful manner or from becoming accessible to third parties without authorisation.

The Processor shall ensure that the persons authorised to process the personal data have committed themselves to confidentiality or are subject to an appropriate statutory duty of confidentiality. The confidentiality and non-disclosure obligations of the persons entrusted with the data processing shall remain in force even after the termination of their activities and their departure from the processor.

The processor undertakes to support the controller, where possible, with appropriate technical and organisational measures, in complying with its obligation to respond to requests to exercise the data subject's rights referred to in Chapter III of the GDPR.

Furthermore, the Processor undertakes, taking into account the type of Processing and the information available to it, to support the Controller in complying with the obligations regarding the security of personal data set out in Articles 32 to 36 of the GDPR. The Processor shall in particular notify the Controller without undue delay of any incidents, breaches of data protection law or of the specifications made in the contract by the Processor or by persons employed by or on behalf of the Processor, and of any suspected data protection breaches or irregularities in the processing of personal data. He/she shall inform the controller without delay if he/she becomes aware that data from the data application has been processed unlawfully and that there is a risk of damage to the data subjects.

The Processor shall provide the Controller with all information necessary to demonstrate compliance with the obligations set out in this Agreement and shall enable and contribute to audits, including inspections, carried out by the Controller or another auditor appointed by the Controller. If the Processor uses a subcontractor, it shall ensure by contract that the Controller also has the right of inspection with respect to the subcontractor.

If a claim is made directly against the Controller by a third party/affected person on account of obligations owed to the Processor under this Processor Agreement or statutory provisions, the Processor shall fully indemnify and hold the Controller harmless.

Upon completion of the commissioned processing - or, if the Processor performs several processing operations for the Controller, upon completion of the respective commissioned processing - the Processor shall, upon the Controller's request or in any event within 14 (fourteen) days, hand over to the Controller all the Controller's data processed in the context of the commissioned processing in question, as well as the processing results, in a format chosen by the Controller at its own discretion, and shall irretrievably delete or destroy any copies still held by the Controller, unless there is an obligation to store the personal data under

legislation applicable to the Processor. In this case, the Processor shall inform the Controller without undue delay about the further storage and the relevant provisions. Otherwise, the Processor shall keep the data secure. If requested by the controller, the processor shall immediately and irretrievably delete or destroy the existing data and processing results.

The Processor shall inform the Controller without undue delay if it considers that an instruction infringes the GDPR or other applicable data protection provisions.

This Processor Agreement, including the assessment of its formation, shall be governed exclusively by Austrian law. The UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply. The exclusive place of jurisdiction for all disputes arising from or in connection with this Processor Agreement, including disputes regarding its conclusion, shall be the competent court in the provincial capital of Salzburg. However, the Controller shall also be entitled, at its option, to bring an action against the Processor at the latter's general place of jurisdiction.


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[Company name of SPAR Group company]                        [Company name]

| Purpose of processing | Categories of data subjects (group of data subjects) | Data types (data category) | Duration of the processing |
|---|---|---|---|
| [*] | [*] | [*] | [*] |
| [*] | [*] | [*] | [*] |

| Name/company of the subcontractor | Processing activity(ies) |
|---|---|
| [*] | [*] |
| [*] | [*] |
| [*] | [*] |
| [*] | [*] |

Status: DD.MM.YYYY