Hartmann Industries

DATA PROCESSING TERMS

EUROPEAN GENERAL DATA PROTECTION REGULATION (GDPR)

These additional data processing terms (these "Data Processing Terms") apply to Processing of Personal Data of Data Subjects of the European Union by Hartmann Industries, LLC. (the "Company") as part of the Company's provision of the Services. The Services are described in the Company User Terms forming, with these Data Processing Terms, a part of the agreement by and between Client and Company (together, the "Agreement"). Except as expressly stated otherwise in these Data Processing Terms or the Agreement, these Data Processing Terms are incorporated into and subject to the terms of the Agreement, and shall be effective and remain in force for the term of the Agreement.

1. **Definitions**

   Capitalized terms not defined herein shall have the meanings ascribed to them under the Agreement. In these Data Processing Terms, the following terms shall have the following meanings:

   "Authorized User" means an employee of Client and any other end user accessing or using the Services solely on behalf and for the benefit of Client and solely for Client's business purposes only

   "Company User Terms" shall mean the terms and conditions as described in Hartmann Industries, LLC.'s Site Terms, Privacy Policy, and User Access and License Agreement.

   "Client" shall mean the person or entity using the Services and identified in the applicable order form as the client.

   "Data Protection Legislation" shall mean the GDPR and any other applicable laws relating to the protection of Personal Data of Data Subjects located in the European Union (all as amended, updated or re-enacted from time to time) as applicable to the Services made available under the Agreement.

   "Data Subject", **"Controller"**, **"International Organization"**, "Personal Data Breach", "Processor", and "Processing" have the same meaning as in the Data Protection Legislation in relation to data Processed under the Agreement.

   "Documented Instructions" shall mean Client's written instructions specified in the Agreement and these Data Processing Terms (including with respect to transfers of Personal Data to a Third Country or to an International Organization), it being understood that "written instructions" includes all requirements and obligations set forth in the Agreement on the part of Company and as necessary to provide the Application and Services in accordance with its documentation, supplemented or replaced from time to time by individual written instructions made from time to time by an authorized representative of Client.

   "GDPR" means Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation.

   "Personal Data" means the "personal data" (as defined in the GDPR) that is provided to the Services by or through Client's or its Authorized Users' accounts for the Services.

   "Regulator" means any independent public authority responsible for monitoring the application of the Data Protection Legislation.

   "Services" means the products, services, applications, tools and platforms made available to Client

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by Company.

"Subcontractor" shall mean any processor engaged by Company who agrees to receive Personal Data from Company for Processing activities to be carried out on behalf of Controller in accordance with its instructions, the terms of these Data Processing Terms and the terms of the written subcontract.

"Third Country" shall mean any country other than a European Union Member State or a member of the European Economic Area at the time of transfer of Personal Data.

2. **Background and Interpretation**
   a. Except as expressly stated otherwise in these Data Processing Terms or the Agreement, in the event of any conflict between the terms of the Company User Terms and the terms of these Data Processing Terms, the relevant terms of these Data Processing Terms shall control and take precedence.
   b. Client acknowledges and agrees that (i) all rights and obligations under these Data Processing Terms shall be exclusively exercised by Client and (ii) correspondingly, any notifications to be provided by Company under these Data Processing Terms shall only be provided to Client.
   c. Client shall ensure that it has complied with all applicable Data Protection Legislation with respect to Client Data that Client transmits or provides to Company.

3. **Controller and Processor of Personal Data; Purpose of Processing**
   a. Client is and will at all times remain the Controller of the Personal Data Processed by Company under the Agreement. Client is responsible for compliance with its obligations as a Controller under applicable Data Protection Legislation, in particular for justification of any transmission of Personal Data to Company, and for Client's decisions and actions concerning the Processing ofsuch Personal Data.
   b. Company is and will at all times remain a Processor with regard to the Personal Data provided by Client or any of its Authorized Users to Company under the Agreement. Company is responsible for compliance with its obligations under these Data Processing Terms and for compliance with its obligations as a Processor under applicable Data Protection Legislation.
   c. The nature/purpose of the Processing under these Data Processing Terms is to enable Company to carry out its obligations under the Agreement (which forms the subject matter of the Processing), all in accordance with the Documented Instructions. Where Company believes that an instruction of Client would result in a violation of Data Protection Legislation, Company shall immediately notify Client thereof and request that Client withdraw, amend or confirm the relevant instruction. Pending the decision of the Client on the withdrawal, amendment or confirmation of the relevant instruction, Company shall be entitled to suspend the implementation of the relevant instruction. Additional instructions outside the scope of the Documented Instructions (if any) require prior written agreement between Company and Client, including agreement on any additional fees payable by Client to Company for carrying out such instructions.

4. **Details of Processing**
   The subject matter, duration, nature, and purpose of the Processing, the types of Personal Data and categories of Data Subjects Processed under these Data Processing Terms are specified in Schedule A, attached hereto and incorporated herein by reference.

5. **Rights of Data Subjects**
   If Company directly receives any Data Subject requests regarding Personal Data, it will promptly pass on such requests to Client without responding to the Data Subject, provided that the Data Subject has identified Client as the Controller, unless otherwise required by applicable Data Protection Legislation.

6. **Subcontractors and Sub-Processing**
   a. Client agrees that Company may engage Subcontractors to assist in the performance of the

Services, including carrying out some of Company's Processing obligations under the Agreement.

b. Where Company authorizes a Subcontractor as described in Section 6.1, (i) Company will enter into a written agreement with the Subcontractor and, to the extent that the Subcontractor is performing the same data Processing services that are being provided by Company under these Data Processing Terms, such Subcontractors are required to abide by the same level of data protection and security as Company under these Data Processing Terms as applicable to their Processing of Personal Data; and (ii) Company will remain responsible for its compliance with the obligations of these Data Processing Terms and for any acts or omissions of Subcontractors that cause Company to breach any of Company's obligations under these Data Processing Terms.

7. **Technical and Organizational Security Measures**

    a. Company shall implement appropriate technical and organizational measures in accordance with the Data Protection Legislation to ensure a level of security appropriate to the risks that are presented by such Processing, in particular, protecting from and against accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data, taking into account the state of the art, the costs of implementation, the nature, scope, context and purposes of Processing and the likelihood and severity of risk in relation to the rights and freedoms of the Data Subjects, so as to ensure a level of security appropriate to (i) the harm that may result from a breach of the relevant measures, and (ii) the nature of Personal Data Processed hereunder.

    b. Company personnel as well as any Subcontractors that may have access to Personal Data are subject to appropriate confidentiality arrangements. Company shall not disclose Personal Data to any third party, except to Subcontractors in accordance with Section 6, unless requested in writing by an authorized representative of the Client or required under applicable law. If Company is obligated by applicable law to disclose Personal Data to any third party, Company shall (to the extent permitted by applicable law) inform Client of such intended disclosure and cooperate with Client to limit the scope of the disclosure to what is strictly required by applicable law and with such reasonable protective measures in place to protect the confidentiality and integrity of such Personal Data.

8. **Personal Data Breach Notification**

    a. Company shall notify the Client without undue delay on becoming aware of a confirmed or reasonably suspected Personal Data Breach, such notification to include all information reasonably required by Client to comply with its obligations under Data Protection Legislation.

    b. To assist Client in relation to any Personal Data Breach notifications Client is required to make under Data Protection Legislation, Company will include in the notification under Section 8(a) such information about the Personal Data Breach as Company is reasonably able to disclose to Client, taking into account the nature of the Services, the information available to Company, and any restrictions on disclosing the information, such as confidentiality.

    c. Client agrees that an unsuccessful Personal Data Breach will not be subject to this Section 8. An unsuccessful Personal Data Breach is one that results in no unauthorized access to Personal Data or to any of Company's equipment or facilities storing Personal Data, and may include, without limitation, pings and other broadcast attacks on firewalls or edge servers, port scans, unsuccessful log-on attempts, denial of service attacks, packet sniffing (or other unauthorized access to traffic data that does not result in access beyond headers) or similar incidents. Notwithstanding anything else in these Data Processing Terms or the Agreement, Company's obligation to report or respond to a Personal Data Breach under this Section 8 is not and will not be construed as an acknowledgement by Company of any fault or liability of Company with respect to the Personal Data Breach.

9. **Cross Border Transfers**
    Company accesses and Processes Personal Data within the United States. To the extent Company's

access involves a transfer of Personal Data originating from the European Economic Area ("EEA") or Switzerland to a Third Country or to an International Organization (a "Cross Border Transfer"), such transfers shall be subject to the EU standard contractual clauses for the transfer of Personal Data to processors established in third countries adopted by the European Commission (as applicable from time to time) set out as the Standard Data Transfer Clauses Exhibit, attached and hereby incorporated, which shall come into effect and apply to any Cross-Border Transfer. For the avoidance of doubt, in such case, the EU standard contractual clauses shall take precedence over these Data Processing Terms to the extent any terms conflict with each other.

10. **Audit Rights and Cooperation with Client**
    a. Company shall make available all information reasonably necessary to demonstrate the Client's compliance with these Data Processing Terms on the reasonable request by the Client.
    b. Client may audit Company's compliance with its obligations under these Data Processing Terms once per year. In addition, to the extent required by applicable Data Protection Legislation, including where mandated by a Regulator, Client or a Regulator may perform more frequent audits. Company will contribute to such audits by providing Client or the applicable Regulator with the information and assistance reasonably necessary to conduct the audit, including any relevant records of Processing activities applicable to the Services ordered by Client; provided, however, Company will not provide Client or any third party direct access to Company's databases or information systems due to confidentiality and security commitments and obligations to its other clients and as required under applicable law, including without limitation Data Protection Legislation. Client shall reimburse Company for reasonable costs associated with Company's performance of its obligations under this Section 10 and agree to reasonable confidentiality obligations for Client and any third party appointed by Client.
    c. To request an audit, Client must submit a detailed proposed audit plan that includes at a minimum the proposed scope, duration and start date of the proposed audit to Company at least fifteen (15) business days in advance of the proposed audit date.

11. **Return or Deletion of Personal Data**
    Upon Client's request, within ninety (90) days of Client's request, Company shall, promptly upon termination or expiration of the Agreement, destroy or delete all Personal Data and delete all existing copies of such data unless required by law to keep or store such Personal Data, and shall promptly certify in writing to Client completion of such deletion, destruction or return, as directed by Client.

12. **Amendment**
    Company may, at any time on not less than thirty (30) days' notice, update and amend these Data Processing Terms by replacing it with any standard clauses adopted in accordance with Article 28 of the General Data Protection Regulation.

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Schedule A

Data Processing Information

Subject matter of processing	The performance of the Services pursuant to the Agreement.
Duration of processing	Subject to Section 11 of the Data Processing Terms, Company will Process Personal Data for the duration of the Agreement
Nature and Purpose of processing, e.g., means of processing	Supplier collects, processes and uses the Personal Data of the Data Subjects on behalf of Client in order to perform the Services as further described in the Agreement and as further instructed by Client in its use of the Services.
Categories of data subjects	Supplier collects, processes and uses Personal Data of its clients (including without limitation consultants, IT departments, internet service providers) and users of the Services.
Type of personal data (including special categories of personal data)	• Email address • Name • Organization information • Address • Phone Number • Geolocation • Credit card and/or other account information • Photos • Computer Internet Protocol (IP) address • Computer operating system • Browser type • Hashed identifiers derived from email addresses • Address of a referring web service • Your activity on the Service
Retention period	Company retains personal data of data subjects located in the European Union only so long as necessary to achieve the purposes for which the personal data is collected and processed.

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Standard Data Transfer Clauses Exhibit

Standard Contractual Clauses (Processors)

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection

The entity identified as "Client" in the Data Processing Terms
(the data **exporter**)

and

HARTMANN INDUSTRIES, LLC.
(the data **importer**)

each a "party"; together "the parties",

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

Clause 1

Definitions

1. The the purposes of the Clauses:
    1. **"Data Protection Laws"** means applicable legislation protecting the personal data of natural persons, including in particular the national legislation implementing European Union Directive 95/46/EC (and, from 25 May 2018, Regulation (EU) 2016/679 ("GDPR")), together with binding guidance and codes of practice issued from time to time by relevant supervisory authorities.

    2. **"Standard Contractual Clauses"** means the standard contractual clauses for the transfer of personal data to processors established in third countries which do not ensure an adequate level of protection as set out in Commission Decision 2010/87/EU, as set out in this Exhibit B and as updated, amended, replaced or superseded from time to time by the European Commission.

    3. The terms **"process"**, **"personal data"**, **"controller"**, **"processor"**, **"personal data breach"** and **"data subject"** shall have the meanings given to them in the Data Protection Laws.

    4. **"Client"** has the meaning given to it in the background recital above.

    5. **"personal data"** means all personal data which is obtained by the data exporter or itsaffiliates being processors from any of its Clients.

    6. **"the data exporter"** means the controller who transfers the personal data;

    7. **"the data importer"** means the processor who agrees to receive from the data exporter personal data intended for processing on behalf of any controller after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third

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country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;

8. **"the subprocessor"** means any processor engaged by the data importer or by any other subprocessor of the data importer who agrees to receive from the data importer or from any other subprocessor of the data importer personal data exclusively intended for processing activities to becarried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;

9. **"the applicable data protection law"** means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;

10. **"technical and organizational security measures"** means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing;

Clause 2

Details of The Transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

Clause 3

Third-Party Beneficiary Clause

1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.

2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.

3. The data subject can enforce against the subprocessor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.

4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

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Clause 4

Obligations of The Data Exporter

The data exporter agrees and warrants:

a. that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State

b. that it has instructed and throughout the duration of the personal data processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;

c. that the data importer will provide sufficient guarantees in respect of the technical and organizational security measures specified in Appendix 2 to this contract;

d. that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;

e. that it will ensure compliance with the security measures;

f. that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;

g. to forward any notification received from the data importer or any subprocessor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;

h. to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for subprocessing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;

i. that, in the event of subprocessing, the processing activity is carried out in accordance with Clause 11 by a subprocessor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and

j. that it will ensure compliance with Clause 4(a) to (i).

Clause 5

Obligations of The Data Importer

The data exporter agrees and warrants:

a. to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

b. that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

c. that it has implemented the technical and organizational security measures specified in Appendix 2 before processing the personal data transferred;

d. that it will promptly notify the data exporter about:
    a. any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation,

    b. any accidental or unauthorized access, and

    c. any request received directly from the data subjects without responding to that request, unless it has been otherwise authorized to do so;

e. to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;

f. at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;

g. to make available to the data subject upon request a copy of the Clauses, or any existing contract for subprocessing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;

h. that, in the event of subprocessing, it has previously informed the data exporter and obtained its prior written consent;

i. that the processing services by the subprocessor will be carried out in accordance with Clause 11;

j. to send promptly a copy of any subprocessor agreement it concludes under the Clauses to the data exporter.

Clause 6

Liability

1. The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or subprocessor is entitled to receive compensation from the data exporter for the damage suffered.

2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his subprocessor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract of by operation of law, in which case the data subject can enforce its rights against such entity.

   The data importer may not rely on a breach by a subprocessor of its obligations in order to avoid its own liabilities.

3. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the subprocessor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the subprocessor agrees that the data subject may issue a claim against the data subprocessor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the subprocessor shall be limited to its own processing operations under the Clauses.

Clause 7

Mediation and Jurisdiction

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:
   a. to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;

   b. to refer the dispute to the courts in the Member State in which the data exporter is established.

2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8

Cooperation with Supervisory Authorities

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.

2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any subprocessor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.

3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any subprocessor preventing the conduct of an audit of the data importer, or any subprocessor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5 (b).

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Clause 9

Governing Law

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1. The Clauses shall be governed by the law of the Member State in which the data exporter is established.

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Clause 10

Variation of the Contract

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The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

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Clause 11

Subprocessing

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1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the subprocessor which imposes the same obligations on the subprocessor as are imposed on the data importer under the Clauses. Where the subprocessor fails to fulfill its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the subprocessor's obligations under such agreement.

2. The prior written contract between the data importer and the subprocessor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.

3. The provisions relating to data protection aspects for subprocessing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established.

4. The data exporter shall keep a list of subprocessing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5 (j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

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Clause 12

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Obligation After the Termination of Personal Data Processing Services

1. The parties agree that on the termination of the provision of data processing services, the data importer and the subprocessor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.

2. The data importer and the subprocessor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data processing facilities for an audit of the measures referred to in paragraph 1.

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APPENDIX 1 TO THE STANDARD CONTRACTUAL CLAUSES

This Appendix forms part of the Clauses and must be completed and signed by the parties.

The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix.

Data exporter
The data exporter is:
Client, as identified in the Data Processing Terms

Data importer
The data importer is:
Hartmann Industries, LLC. as identified in the Data Processing Terms

Data subjects
The personal data transferred concern the following categories of data subjects:
See *Schedule A* of the *Data Processing Terms*

Categories of data
The personal data transferred concern the following categories of data:
See *Schedule A* of the *Data Processing Terms*

Special categories of data (if appropriate)
The personal data transferred concern the following special categories of data:
None

Processing operations
The personal data transferred will be subject to the following basic processing activities:
See *Section 3* of the *Data Processing Terms*

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APPENDIX 2 TO THE STANDARD CONTRACTUAL CLAUSES

This Appendix forms part of the Clauses and must be completed and signed by the parties.

Description of the technical and organizational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c):

The technical and organizational security measures implemented by the data importer are as described in the Data Processing Terms.

301 Route 17 North, Suite 800 #12-40, Rutherford, NJ 07070, United States of America

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APPENDIX 3 TO THE STANDARD CONTRACTUAL CLAUSES

This Appendix forms part of the Clauses and must be completed and signed by the parties.

Pursuant to Regulation (EU) 2018/1725, the following individual is designated as the Data Protection Officer (DPO) for the Company:

Individual: Jacob Hartmann
Title: President

Email: legal@hartmannindustries.com

Physical Address, North America:
    301 Route 17 North, Suite 800 #12-40, Rutherford, NJ 07070, USA

Physical Address, Europe:
    Soseaua Morarilor Nr. 2B, Camera 11, Etaj 3, Sectorul 2, Bucureşti 022452, Romania

CLIENT REPRESENATIVE

,
,

Signature

_____

Full Name

_____

Date (MM/DD/YYYY)

_____