

CONTROLLER-TO-CONTROLLER AGREEMENT

Between:

XXImo GmbH, a limited liability company and existing in accordance with the laws of Germany, having its registered office at Raiffeisenallee 5, 82041 Oberhaching and registered in the Trade Register under the number 105715, legally represented in this matter by P.A.C. Bunnik (hereafter “**XXImo**”);

and

Company name and legal form, a **legal form** organised and existing in accordance with the laws of Germany, having its registered office at **Street, Postal code, Place** and registered in the Trade Register under the number **number**, legally represented in this matter by **name** (hereafter “**Customer**”).

XXImo and Customer are collectively referred to as the “Parties”, or individually as a “Party”

WHEREAS:

- A. Parties entered into an Agreement on **date** on which ground Parties share Personal Data with each other as separate controllers.
- B. Parties wish to lay down their mutual rights and obligations in this Controller-to-controller agreement with regard to the processing of Personal Data by Parties.

AGREE AS FOLLOWS:

1. Definitions

In this Controller-to-controller agreement the following terms will have the meanings set out below:

Agreement:	the agreement as mentioned in consideration A;
Data Breach:	each breach of security as described in Article 32 GDPR, that is likely to have a negative impact on the rights and freedoms of natural persons or a negative impact on the protection of Personal Data that is processed by Processor, as described in Article 33 GDPR;
Data Subject:	the person to whom the Personal Data relates;
GDPR:	the regulation (EU) 2016/679 of the European Parliament and of the Council of the 27th of April 2016 (General Data Protection Regulation);
Personal Data:	any information relating to an identified or identifiable natural person that Processor processes or has to process based on the Agreement, as defined in the GDPR;
Processing Operation:	a processing operation or a set of processing operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaption or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

2. General

- 2.1 When processing Personal Data, Parties shall respect the obligations set out in this agreement, the obligations set out in the applicable laws and regulations and the obligations as set out in the privacy statement of the respective Party.
- 2.2 Parties are considered separate controllers with each Party being able to determine the purpose and means of processing the Personal Data held under its control in accordance with its privacy statement.
- 2.3 With respect to the separate controllership of Parties and without the intention of entering into a joint-controllership as defined in article 26 GDPR, this agreement sets out the framework for the sharing of Personal Data between the Parties and defines the principles and procedures that the Parties shall adhere to and the responsibilities the Parties owe to each other.

- 2.4 Parties agree that the shared Personal Data will only be processed as far as is necessary according to the purposes and in order to fulfil the obligations as set out in the Agreement.
- 2.5 Parties guarantee that the processing of Personal Data will be based on the basis of one of the legal grounds expressed in article 6 of the GDPR.
- 2.6 If Customer or a customer of Customer takes care of the registration of the Data Subject, resulting in the Data Subject not being aware of the privacy statement of XXImo, or if the Data Subject is not made aware of the privacy policy of XXImo due to any action of Customer, Customer will inform the Data Subject of the privacy statement of XXImo.

3. Shared Personal Data

- 3.1 For the duration of the Agreement and for the purposes as listed above, Parties may share the following (types of) Personal Data with each other:

Customer provides the following Personal Data to XXImo:

- customer name;
- customer address;
- name of person authorized to sign;
- cardholder name;
- cardholder address;
- services taken by cardholder;
- budget of cardholder;
- any other Personal Data that Parties agree to share in writing.

XXImo provides the following Personal Data to Customer:

- customer names;
- XXImo customer number;
- cardholder name;
- personnel number;
- transaction data;
- license plate and mileage of the vehicle;
- transaction price;
- composition of the transaction;
- purchased products and services and location and date of purchase, including but not limited to:
 - parking;
 - toll ride;
 - electric charging;
- pick-up and drop-off location of taxi's;
- arrival and departure point of air and train travel;
- hotel location and date of stay;
- arrival and departure point of public transportation;
- any other Personal Data that Parties agree to share in writing.

- 3.2 The Data Subjects of the Personal Data shared between Parties are:

- the employees of Customer and / or employees of customers of Customer.

- 3.3 Parties ensure that their privacy statements are in accordance with the GDPR and that Data Subjects are properly informed of the privacy statement of each Party.

4 Data Quality

- 4.1 Each party ensures that the shared Personal Data is accurate.
- 4.2 Parties will notify each other with undue delay if they become aware of inaccuracies in shared Personal Data.

5 Security

Each Party shall implement appropriate technical and organisational measures, including a written information security program that complies with applicable laws and regulations, designed to:

- ensure and protect the security, integrity and confidentiality of the shared Personal Data;

- protect against any unauthorized processing, loss, use, disclosure or acquisition of or access to any Personal Data.

6 Data retention

- 6.1 Parties shall not retain or process shared Personal Data longer than is necessary to carry out the purposes and obligations as set out in the Agreement.
- 6.2 Notwithstanding article 6.1, Parties shall retain shared Personal Data in accordance with any statutory or professional retention period applicable in their respective countries and/or industry.

7 No processing outside of the EER

Parties will not process shared Personal Data outside of the European Economic Area, unless such processing is compliant with applicable laws and regulations.

8 Data breaches

- 8.1 Parties will notify each other as soon as possible of any potential or actual loss of shared Personal Data and/or any breach of the technical and/or organizational measures taken (Data Breach), but, in any event, within 24 hours after identifying any potential or actual loss and/or breach.
- 8.2 Parties will provide each other with reasonable assistance as required to facilitate the handling of any Data Breach.

9 Resolutions of disputes and claims related to Personal Data

- 9.1 If a Data Subject or a Data Protection Authority bring a dispute or claim concerning the processing of shared Personal Data against a Party or both Parties, Parties will inform each other about such disputes or claims and will cooperate with each other as far as permitted by the applicable laws and regulations.

10 Indemnity

- 10.1 Each Party indemnifies the other Party for any direct or indirect damages resulting from any breach of its obligations under the Agreement, this agreement and/or applicable laws and regulations (including, but not limited to the GDPR).

11 Commencement, duration and survival

- 11.1 This agreement shall commence on the same date the Agreement commences and shall last until the Agreement ends or for as long as one of the Parties processes Personal Data of the other party.
- 11.2 The obligations set forth in this agreement shall survive the expiration or termination (for whatever reason) of the Agreement for as long as one of the Parties processes Personal Data of the other party.

12 Nullity

If any provision of this agreement is null and void or cannot be otherwise enforced, the remaining provisions will remain in full force. Parties will then agree on a provision that approximates the scope of the void or unenforceable provision as much as possible.

13 Governing law

- 13.1 All disputes relating to this agreement or its execution or any Personal Data shared between Parties, will be governed by German law.
- 13.2 All disputes relating to this agreement or its execution or any Personal Data shared between Parties, will be submitted to the competent court at Frankfurt/Main.

Agreed accordingly and drawn up and signed in duplicate on **date**.

XXImo GmbH

Company name and legal form

P.A.C. Bunnik
CEO

Authorized representative
Job title