

AGREEMENT ON DATA PROCESSING (ADDITIONAL AGREEMENT TO THE USER CONTRACT)

concluded between

AEROCOMPACT Services GmbH
Gewerbestraße 14
6822 Satteins
(hereinafter referred to as "AEROCOMPACT")

and

Company name _____
Company address _____
Zip code City _____
Land _____

(hereinafter referred to as "Customer")

as follows:

1. PREAMBLE

- 1.1. As a result of the Customer's use of the AEROTOOL, personal data will be provided to AEROCOMPACT, which AEROCOMPACT will process or transfer to its affiliates and/or third parties for processing.
- 1.2. Affiliate means any present or future legal entity that directly or indirectly controls, is controlled by, or is under common control with AEROCOMPACT, where "control" means direct or beneficial ownership of a capital or voting interest of at least fifty percent (50%) or the right, directly or indirectly, to (i) elect a majority of the Board of Directors or equivalent body, or (ii) control management.
- 1.3. "Data processing" means any operation by which personal data are subjected to a process (e.g., collection, organization, storage, adaptation, disclosure, blocking, and erasure).
- 1.4. According to Art 4 (1) DSGVO, personal data is any information relating to an identified or identifiable person.
- 1.5. This supplementary agreement to the user agreement regulates the framework of the provision of personal data by the customer and the processing/forwarding of this personal data by AEROCOMPACT.

2. DATA PROCESSING BY AEROCOMPACT

- 2.1. Personal data processed by AEROCOMPACT usually originate from the customer. They are made available to AEROCOMPACT by being entered into the system by the customer on the basis of an onlinebased form as part of the use of AEROTOOL.
- 2.2. Personal data is both personal data relating to the customer itself and personal data relating to the customer's contractual partners (in particular the customer's customers, which also include consumers).
- 2.3. Due to the use of AEROTOOL, the personal data provided by the customer as well as those that arise due to the business relationship between AEROCOMPACT and the customer are processed. These are master data and billing data. Processing of special categories of personal data according to Art 9 DSGVO does not take place.
- 2.4. Personal Data will potentially be transferred to the following categories of recipients under this Supplemental Agreement: companies affiliated with AERCOMPACT, banks, legal representatives, tax advisors, accountants, auditors, courts, administrative authorities, collection agencies, contractual and business partners, insurance companies.
- 2.5. The data processing operations concerning data processed during website use are summarized on the website of AEROCOMPACT Group Holding AG (a company affiliated with AEROCOMPACT) at <https://www.aerocompact.com/datenschutz>. The customer hereby confirms to be aware of the content of this privacy information.

- 2.6. AEROCOMPACT will comply with the principles for the processing of personal data in the respective applicable version, currently Art 5 GDPR, in any processing of personal data. AEROCOMPACT will ensure that its affiliated companies and other third parties also comply with these principles when processing data forwarded to them.
- 2.7. Personal data is stored in accordance with legal and contractual retention obligations and deleted after these periods have expired.

3. AWARENESS OF THE DATA PROCESSING

- 3.1. The client acknowledges that AEROCOMPACT processes personal data of the client as well as data provided to AEROCOMPACT by contractual partners of the client. This data processing is necessary in order to fulfill the contractual relationship in question. The customer also expressly acknowledges this fact.
- 3.2. The processing of personal data of AEROCOMPACT takes place,
 - a. if this is necessary for the purpose of processing the contract of use, or
 - b. when necessary to comply with AEROCOMPACT's legal obligations, and always when,
 - c. if the data processing is necessary for the legitimate interests of AEROCOMPACT or one of its affiliated companies (or any other third party to whom the data is disclosed), as long as these interests do not conflict with the private interests of the data subject.

4. ACKNOWLEDGEMENT BY THE CUSTOMER OF THE DISCLOSURE OF DATA TO THIRD PARTIES

- 4.1. Within the scope of the use of AEROTOOL, it may be necessary for AEROCOMPACT to pass on personal data, which the customer provides to AEROCOMPACT when using AEROTOOL, to companies affiliated with AEROCOMPACT or to third parties as defined in section 2.4. This data processing is necessary to fulfill the contractual relationship. The customer also expressly acknowledges this circumstance.
- 4.2. At the request of the customer, the data provided will also be transmitted to [electricity supplier] so that an energy supply contract can be concluded directly.

5. ASSURANCE OF THE CUSTOMER

- 5.1. The customer assures AEROCOMPACT and/or companies associated with AEROCOMPACT that he has informed his contractual partners, whose data are transferred to AEROCOMPACT and/or companies associated with AEROCOMPACT for the fulfillment of the contract, about the data processing that will be carried out on the basis of the user contract and about the data subject rights according to the DSGVO and that he has obtained all consents from his contractual partners that may be required in order to be allowed to provide AEROCOMPACT and/or companies associated with AEROCOMPACT with the corresponding personal data. He thus assures AEROCOMPACT and companies affiliated with AEROCOMPACT that AEROCOMPACT may carry out the data processing in question and that the customer has complied with his information obligations under the GDPR.
- 5.2. The customer shall indemnify and hold AEROCOMPACT and/or its affiliates harmless from and against any and all damages suffered by AEROCOMPACT and/or its affiliates should the customer's representation be inaccurate. This applies in particular if a contractual partner of the Customer, whose personal data are processed by AEROCOMPACT or its affiliated companies or a third party to whom AEROCOMPACT has permissibly disclosed the personal data, asserts a claim against AEROCOMPACT and/or its affiliated companies and/or such third party for an alleged data protection breach.

6. RESPONSIBLE PERSON IN THE SENSE OF THE DSGVO

- 6.1. Responsible for the processing of personal data is the respective company of the AEROCOMPACT Group of Companies, which carries out the data processing. The coordination for inquiries is carried out for all companies by AEROCOMPACT Group Holding AG, Wollzeile 1, 1010 Vienna, office@aerocompact.com, +43 (0) 5524 22 566.

7. INFORMATION ABOUT DATA SUBJECT RIGHTS

- 7.1. Data subjects have the right to obtain information about the processing of their personal data (**right to information**). Copies of the data must be made available, and information must be provided about the purposes of processing, data categories, storage periods and recipients of the personal data (including processors).

- 7.2. Data subjects have a **right to erasure of data** if (i) it is no longer necessary for the original purposes for which it was collected, (ii) consent is withdrawn, (iii) data has been processed unlawfully, or (iv) the processing otherwise infringes the GDPR.
- 7.3. A **right to rectification of data exists** if the data is inaccurate or incomplete, considering the purpose of the processing.
- 7.4. **Right to restriction of processing.** Under certain conditions, the data concerned may only be stored, but no other processing may be carried out. This may be the case, for example, if the processing is unlawful but the data subject refuses the deletion.
- 7.5. **Right to data portability.** The right to data portability grants the right to receive data in a structured, common and machine-readable format and to give this data to another controller for processing. The prerequisite is that the processing is carried out with the aid of automated processes and is based on the data subject's consent or on a contract with the data subject.
- 7.6. **Right of objection.** The right to object may be asserted in particular if grounds for doing so arise from the particular situation of the data subject or if the data processing is carried out for direct marketing purposes. A successful objection constitutes grounds for erasure. The objection may be rejected if compelling grounds for the processing can be demonstrated which override the interests, rights and freedoms of the data subject, or if the processing serves the purpose of asserting, exercising or defending legal claims.
- 7.7. **Right of complaint.** According to Art 77 DSGVO, every person affected by data processing has the right to complain to the competent supervisory authority. For Austria, the data protection authority is the competent supervisory authority:

Austrian Data Protection Authority
Barichgasse 40–42
1030 Vienna
P.: +43 1 52 152-0
E.: dsb@dsb.gv.at