

Data Processing Agreement

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Shorttitle	Data Processing Agreement
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1. Definitions

- 1.1. **"Agreement"** means the agreement between the parties as defined in the General Terms and Conditions, including all documents referred to therein, pursuant to which this Data Processing Agreement (**"DPA"**) forms an integral part.
- 1.2. **"Customer"** means the entity identified in the Offer.
- 1.3. **"Data"** within the meaning of this DPA are the data entered, provided and/or generated by the Customer or User when using the services, as well as data made accessible in the case of support, insofar as these are personal data for PTV.

Apart from mandatory requested data (e.g. registration, access and log-in data), it is at the discretion of the Customer and the Users whether and which personal data are entered for the use of the Services and thus become the subject of data processing. If the Customer or the User, enters, for example, names, identifiers, addresses and/or contact information of its customers, employees, suppliers and service providers, such data will be processed by PTV in the course of data processing. This data processing can then, for example, allow conclusions to be drawn about travel routes, business or private relationships, personal characteristics, driving/working behaviour. We therefore recommend that you disclose as minimal information as possible when using the data entry options. In principle, the Services can also be used with data that is anonymous, anonymized and/or pseudonymized for PTV (e.g. navigation data, pure address data without names, employee identifiers).

- 1.4. **"MyPTV"** is the central online portal of PTV Logistics, through which commercial users can access various PTV products and services after registering a MyPTV ID.
- 1.5. **"Purpose"** of the data processing results from the Agreement and consists in particular in the use of a product of PTV, for example for the creation of a route planning by the Customer or the User. In the case of support, the purpose of data processing is to provide assistance by PTV in the event of technical problems. For this purpose, it may be necessary to remotely access the system operated by the Customer or the User; such remote access by PTV shall only take place after agreement and at the express request.

- 1.6. **"PTV"** " means the PTV Logistics entity identified in the Offer.
- 1.7. **"Service"** means the SaaS application(s) specified in the Offer, excluding any third-party services or Customer modifications.
- 1.8. **"User"** means an individual authorized by Customer to access the Service under Customer's account.

2. Conclusion of this DPA

This DPA is a contractual component of the concluded Agreement and will be made available to the Customer in a storable form prior to the conclusion of the Agreement. By signing the Agreement or by confirming the check box in the case of an order via a PTV website, the Customer agrees to the conclusion of this DPA.

3. Scope of Application

- 3.1. This DPA specifies the obligations of the contracting parties regarding data protection in connection with the use of the Services and related Services, support and usage options. In cases where the Customer registers on myptv.com and uses Services, and PTV processes Data for the Customer (either itself or with the help of third parties), this shall only apply to the extent that the Customer uses the Services in accordance with the Agreement and, where applicable, the respective Service description and technical documentation, as well as their intended purpose.
- 3.2. Information on the general handling of personal data by PTV, on the rights of the data subjects and on the use of PTV's publicly accessible internet pages is provided in PTV's general Data Privacy Statement, available at https://www.ptvlogistics.com/en/Data_Privacy_Statement_PTV_Logistics_GmbH_EN.pdf?inline.

4. Obligations of PTV

- 4.1. PTV processes the Customer's Data exclusively on the basis of the Customer's documented instructions. This includes both the Agreement and supplementary instructions during the term of the Agreement. Oral instructions shall be confirmed in writing immediately. PTV documents all instructions and their implementation. The documentation must be presented to the Customer upon request. Processing without or contrary to

an instruction is only permitted if PTV is obliged to do so by the law of the Union or the Member States to which PTV is subject. In such a case, PTV shall inform the Customer of these legal requirements prior to processing, unless the law in question prohibits such notification on grounds of an important public interest. PTV shall inform the Customer immediately if PTV believes that an instruction violates applicable laws or is not covered by the contractual scope of instructions. PTV may suspend implementation of the instruction until it has been confirmed or amended by the Customer.

- 4.2. PTV shall arrange its internal organization within its area of responsibility in such a way that it meets the special requirements of data protection and complies with the statutory provisions applicable to the processing of Data covered by the Agreement. PTV takes technical and organizational measures ("**TOMs**") in accordance with Art. 32 GDPR, to ensure a level of protection appropriate to the risk, particularly with regard to confidentiality, integrity, availability, and resilience of systems. PTV regularly reviews the effectiveness of these measures and adapts them to the state of the art and to changed risks. PTV shall document the measures accordingly and make this documentation available to the Customer upon request. PTV may update the TOMs from time to time to reflect technological developments and changed risks, provided that such updates do not materially reduce the overall level of security for the Services. The Customer is entitled to check the appropriateness of the measures.
- 4.3. PTV warrants that the persons authorized by PTV to process the Data have been appropriately trained with regard to compliance with the obligations under data protection law and have undertaken to maintain confidentiality or are subject to an appropriate statutory duty of confidentiality, which shall also continue to apply after the termination of their activities and after the termination of the Agreement. Furthermore, PTV warrants that only those persons are granted access to the Data if and to the extent that access is necessary for their intended activity.
- 4.4. PTV shall inform the Customer immediately if it becomes aware of any violations of the protection of the Customer's Data and shall take measures to mitigate any possible adverse consequences immediately.
- 4.5. If a third party and/or data subject asserts information or other legal claims or rights with regard to the data processing that is the subject of the Agreement and has contacted PTV in this regard, PTV shall – to the extent

permitted by law - notify the Customer of this immediately and - if the Customer as a user of the services is not able to do this by himself - support the Customer in the fulfilment of information claims to the extent that this support is permitted by law and necessary.

- 4.6. PTV's contact persons for notifications and questions relating to data protection law arising in the course of the performance of the Agreement can be reached at data-protection@ptvlogistics.com.
- 4.7. PTV will correct or delete the Customer's Data upon their documented instruction, provided that there are no legal obligations to continue storing it. Upon termination of the Agreement, PTV shall delete all Data, including copies, or return it, at the Customer's discretion. The choice must be communicated no later than the termination of the Agreement. Data will be returned in a common, machine-readable format. Statutory retention obligations remain unaffected. PTV will document the deletion or return and provide the Customer with proof upon request. Any additional costs for the return will only be charged if they are reasonable and agreed in advance.

5. Responsibilities of the Customer

- 5.1. In relation to PTV, the Customer is and remains the owner and responsible party for the Data. The Customer is solely responsible for the lawfulness of the transfer of Data to PTV, for the lawfulness of the data processing and the fulfilment of the rights of the data subjects. PTV shall support the Customer in safeguarding the rights of data subjects to the extent possible and reasonable. The Customer shall provide PTV with all information reasonably necessary to enable PTV to provide such support. The Customer shall - to the extent required by law - inform the data subjects about the data processing, obtain their consent and, if applicable, conclude any necessary data protection agreements with the Users on its own responsibility.
- 5.2. The Customer shall inform PTV immediately and completely if he discovers errors or irregularities with regard to data protection provisions in the performance of the contract.
- 5.3. The Customer shall provide PTV with the contact information for notifications and questions relating to data protection law arising in the

course of the performance of the contract to: data-protection@ptvlogistics.com

6. Inspection Rights/Obligation to Provide Evidence

- 6.1. PTV shall provide the Customer with evidence of compliance with the obligations set forth in this DPA by all necessary information and evidence at the Customer's request. Should a data protection supervisory authority or any other sovereign supervisory authority of the Customer conduct an inspection, PTV undertakes to grant access and provide information to the extent required by law in each case.
- 6.2. The Customer is entitled to carry out inspections or have them carried out by an independent auditor after giving reasonable advance notice and during normal business hours. PTV may make the performance of such inspections contingent upon the signing of a confidentiality agreement regarding other Customers' Data. Restrictions regarding the person of the auditor are only permissible if they conflict with PTV's legitimate security interests. The costs of inspections shall be borne by the Customer. Regular inspections shall be limited to a reasonable extent, except in the case of data protection incidents or official orders.
- 6.3. Inspections shall primarily be performed as a remote review of documentation and evidence (e.g. Certificates, Self auditing etc.). On-site inspections shall be limited to cases where remote review is insufficient for substantiated reasons and shall be subject to PTV's reasonable security requirements. Unless required due to a personal data breach or an official order, audits shall not take place more than once per twelve (12) months.

7. Use of Subprocessors

- 7.1. PTV may use subprocessors in the processing of the Data, which are published at the time of the conclusion of this DPA at https://www.ptvlogistics.com/en/subprocessors_ptv?inline in the sense of a prior general written authorisation of the controller (Art.28 (2) GDPR), as well as other subprocessors, if the Customer has expressly consented to this in advance or if PTV informs the Customer before they are used or replaced and the Customer does not object in accordance with this Clause. The notification shall be made at least fourteen (14) calendar days in advance directly to the Customer and by publication on

https://www.ptvlogistics.com/en/subprocessors_ptv?inline. Under this link the Customer will always find the current and the announced future subprocessors. The Customer may object to the change within a period of fourteen (14) calendar days (calculated from notification/publication), otherwise consent shall be deemed granted. The Customer's notification can be sent to the email address last provided by the Customer to PTV with the effect of triggering the deadline, whereby the start of the deadline is always the day on which the notification is sent. In the event of an objection, PTV may change/restrict the Service for the Customer in such a way that the objected subprocessor does not process the Customer's Data, insofar as the change/restriction is reasonable for the Customer. If this should not be possible for PTV within thirty (30) calendar days upon receipt of the objection, the Customer may terminate the affected Service immediately, in which case PTV shall refund any amounts already paid for the otherwise remaining contract term on a pro rata basis as of the termination date. Further claims of the Customer are subject to the contractual/legal regulations and are excluded in any case unless the Customer asserts an important reason as defined by law for the objection.

- 7.2. PTV shall be liable for the actions and conduct of the subprocessors and shall carefully select them. PTV shall enter into agreements with the subprocessor to the extent required by law in order to transfer the data protection obligations under this agreement to the subprocessor and to ensure required data protection and information security measures and shall provide evidence of this to the Customer upon request.

8. Additional Provisions with Application of the GDPR

- 8.1. If the contractual data processing is subject to the General Data Protection Regulation (EU) (GDPR) (see Art. 2 and 3 GDPR), the provisions of this Section 8 shall also apply.
- 8.2. The Customer is the controller within the meaning of Art. 4 No.7 GDPR, and PTV is the processor within the meaning of Art. 4 No.8 GDPR.
- 8.3. The TOMs of PTV and all subprocessors involved shall meet the requirements of Art. 32 GDPR.
- 8.4. PTV shall provide the Customer with the necessary support in fulfilling its obligation to respond to requests to exercise the rights of data subjects referred to in Chapter III of the GDPR and in complying with the obligations

referred to in Articles 32 to 36 of the GDPR. This support includes, in particular, the provision of necessary information and technical measures. Statutory retention obligations remain unaffected. Reimbursement of reasonable, verifiable additional costs for exceptional support services is permissible, provided that these are agreed in advance and do not impair compliance with GDPR obligations.

- 8.5. If subprocessors in a third country are to be involved, PTV shall ensure that an appropriate level of data protection is guaranteed with respect to the respective subprocessor (e.g. by the existence of an adequacy decision pursuant to Art. 45 (1) GDPR or by concluding an agreement on the basis of the EU standard contractual clauses) and prove this to the Customer upon request.

9. Final Provisions

- 9.1. The term of this DPA shall be determined by the Agreement. If the processing of personal data continues beyond the end of the Agreement or if this contract is terminated before the end of the processing, the obligations under this DPA shall continue to apply until the processing has been completely terminated, unless a new contract is to be concluded in accordance with Art. 28 (3) GDPR.
- 9.2. To the extent permitted by law, provisions on limitation of liability under the Agreement shall apply accordingly to this DPA. Otherwise, Art. 82 GDPR applies.
- 9.3. Amendments and supplements to this DPA shall be subject to a written agreement, which can also be in an electronic format (text form), and the express indication that it is an amendment or supplement to this DPA.
- 9.4. The law of the country as selected in the Agreement shall apply to this DPA.