

EXHIBIT 2:  
**CONTRACT  
PROCESSING OF DATA**

from

Next Generation Mobility  
GmbH Zielstattstr. 13  
81379 Munich, Germany

-fleetster-

## Contract Processing of Data

The contractual relationship between Next Generation Mobility GmbH, having its registered office at Zielstattstr. 13, 81379 Munich, Germany (hereinafter referred to as "**fleetster**") and its customer for the fleetster software platform ("**Customer**") is governed by the following Data Processing Agreement as part of fleetster's **standard terms and conditions** (<https://www.fleetster.net/legal/standard-terms-and-conditions.pdf>).

Furthermore, the following Exhibit is part of this Contract Processing of Data:

- **Exhibit 1: Technical and organisational measures**

<https://www.fleetster.net/legal/technical-and-organisational-measures.pdf>

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## Contract Processing of Data

1. General
  - 1.1. This Contract Processing of Data pursuant to Article 28 and 4 no. 2 of the European General Data Processing Regulation (GDPR) governs fleetster's processing of personal data on behalf of the Customer.
  - 1.2. This Contract Processing of Data replaces all previous agreements between the parties regarding fleetster's processing of personal data on behalf of the Customer.
2. Subject matter of the processing
  - 2.1. Subject matter of the processing of personal data by fleetster on behalf of the Customer are the categories and types of personal data described below. Also described below are the groups of data subjects affected by the processing of personal data.

Type of data	Purpose of data collection, processing or use	Affected group of persons
<b>Static data (Company)</b> <ul style="list-style-type: none"> <li>• Contact person</li> <li>• Salutation</li> <li>• First name, Last name</li> <li>• Phone number</li> <li>• Email</li> <li>• Company</li> <li>• Street, house number</li> <li>• ZIP code, city</li> <li>• Payment details (only, if direct debit or credit card payment is selected)</li> </ul>	Invoicing Contact / contact person Support Payment processing	Company, contact person
<b>Static data (User)</b> <ul style="list-style-type: none"> <li>• Salutation</li> <li>• Name</li> <li>• Email</li> <li>• Phone number (optional)</li> <li>• Mobile phone number (optional)</li> <li>• Cost center (optional)</li> <li>• Nationality (optional)</li> <li>• Language</li> <li>• Date-/Numberformat</li> </ul>	<ul style="list-style-type: none"> <li>• Invoicing (optional)</li> <li>• Logbook entries (optional)</li> <li>• Driver identification (owner's liability) for the vehicle bookings</li> <li>• Displaying the correct language</li> </ul>	User registered in the fleetster portal
<b>During system usage</b> <ul style="list-style-type: none"> <li>• Booking data of vehicles</li> <li>• Cost center (optional)</li> <li>• In case the logbook feature is activated:               <ul style="list-style-type: none"> <li>○ Reason for the trip</li> <li>○ Business partner</li> <li>○ Destination</li> <li>○ Detours</li> </ul> </li> <li>• In case it is a public carsharing user:               <ul style="list-style-type: none"> <li>○ Driver license number</li> <li>○ Place of issue</li> <li>○ Date of issue</li> <li>○ Classes</li> <li>○ Birthday</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Driver license control</li> <li>• Driver and driver license identification (owner's liability) for the vehicle bookings</li> <li>• Logbooks for all vehicles</li> </ul>	Im fleetster-Portal registrierte Nutzer

- 2.2. In addition, the current time and date of the action(s) carried out will be stored when registering the company, as well as for each user login. This data is not used to create user profiles or the like. The user's IP address is stored in an encrypted form and is normally not accessible to any employee. However, it may be used and disclosed by order of a court of law, when requested by an investigating authority or for purposes of evidence. As far as the user data are necessary for billing purposes, they will be stored for a maximum of six months after dispatch of the invoice, furthermore only if the user raises objections to the invoice or does not pay the invoice or if legal

regulations require a longer storage period. If the data is required to comply with existing legal retention periods, the data will be blocked.

### 3. Obligations of fleetster

- 3.1. fleetster shall process personal data according to Art. 32-36 GDPR, and exclusively in accordance with the provisions of this contract, and in accordance with the instructions of the Customer, unless required to do so by the EU or a EU Member State's law to which fleetster is subject; in such a case, fleetster shall inform the Customer of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest.
- 3.2. fleetster shall support the Customer in carrying out checks in accordance with Clause 6.
- 3.3. fleetster shall be obliged to maintain confidentiality and data secrecy when processing personal data on behalf of the Customer. fleetster warrants that all employees who are involved in or have access to the processing of the Customer's personal data are bound by data confidentiality and secrecy obligations and are informed of the special data protection obligations and the existing binding instructions and purposes under this contract.
- 3.4. fleetster warrants that it has appointed a company data protection officer, as far as prescribed by statutory law. The data protection officer can be contacted at [datenschutz@fleetster.net](mailto:datenschutz@fleetster.net).
- 3.5. fleetster shall design its operations and procedures in such a way that the personal data is secured to the extent required by law and protected against unauthorised access by third parties.
- 3.6. fleetster shall forward inquiries immediately to the Customer that are recognizably addressed exclusively to the Customer.
- 3.7. Changes in the organization of data processing that are relevant for the security of personal data are only permitted with the prior written consent of the Customer.
- 3.8. fleetster shall immediately notify the Customer of any breach of data protection regulations or of the contractual agreements and/or instructions issued to the Customer. In addition, fleetster shall immediately inform the Customer of any control actions and measures taken by a competent authority.
- 3.9. If the Customer is obliged to provide information to a third party regarding the data processing under this agreement, fleetster shall support the Customer accordingly. fleetster shall also, upon the Customer's request, assist the Customer in ensuring its compliance regarding the security of personal data (security of processing, notification of a personal data breach to the supervisory authority, communication of a personal data breach to the data subject) as well as a potentially necessary data protection impact assessment and prior consultations, in each case taking into account the nature of processing and the information available to fleetster.

### 4. Obligations of the Customer

- 4.1. The Customer shall be responsible for fleetster's processing of personal data on behalf of the Customer.
- 4.2. The Customer shall be responsible for safeguarding the rights of the data subjects. The Customer is responsible to inform the data subjects about the processing of their personal data, and to obtain any necessary consents of the data subjects (if required by applicable data protection law). In so far

as fleetster's cooperation is necessary to safeguard the rights of the data subjects (in particular in the assertion of claims for information, rectification, blocking and/or deletion), fleetster shall take the necessary measures in accordance with the instructions of the Customer and/or shall support the Customer in this respect

4.3. The Customer shall promptly inform fleetster if he detects errors or irregularities in connection with the processing of personal data by fleetster.

## 5. Authority of the Customer to issue instructions

5.1. With regard to the processing of personal data, the Customer has a comprehensive right to instruct fleetster on the type, scope and procedures of data processing, which he can specify in more detail by means of individual instructions.

5.2. Instructions shall be given orally or in writing. Oral instructions shall be confirmed by the Customer in writing or documented electronic format without delay.

5.3. fleetster shall use the personal data exclusively for the purposes stated in the **standard terms and conditions** (<https://www.fleetster.net/legal/terms-and-conditions.pdf>) and shall in particular not be entitled to pass on the personal data to third parties. fleetster shall not be entitled to make copies of the personal data without the written consent of the Customer. This does not apply to backup copies, insofar as these are required to guarantee proper data processing, or data which must be stored in accordance with statutory storage obligations; provided, however, that for so long as any personal data is in backup copies or otherwise in the custody or control of fleetster or its subcontractors the obligations of this Contract Processing of Data shall apply.

5.4. fleetster shall immediately inform the Customer if it is of the opinion that an instruction issued by the Customer violates data protection regulations.

## 6. Control powers of the Customer

The Customer shall be entitled to carry out audits at fleetster in order to satisfy himself of fleetster's compliance with its obligations under this contract. For this purpose, the Customer shall in particular be entitled to carry out spot checks at fleetster's premises during normal business hours after prior notice. fleetster shall grant the Customer access to its premises during business hours, provide the necessary information and submit the necessary documents. Furthermore, fleetster can establish contacts for the Customer with fleetster's representative at Amazon Web Services EMEA SARL, which is the provider of the data centre and hosting solutions on which the fleetster software is hosted. Access to the servers cannot be granted as they are part of a high-security data centre, whose address is not provided for security reasons.

## 7. Technical and organizational measures for data security

7.1. fleetster shall implement adequate technical and organisational data security measures ("**technical and organisational measures**") and shall comply with them at all times during the term of this contract. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, fleetster shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk. Furthermore, fleetster shall take steps to ensure that any natural person acting under its authority who has access to the personal data does not process them except on instructions from the Customer, unless he or she is required to do so by EU or EU Member State law.

7.2. fleetster shall document or otherwise prove the technical and organisational measures taken in

writing. To this end, fleetster may submit reports to the Customer from independent bodies (e.g. auditors, data protection officers, IT security department, data protection auditors, quality auditors) or a suitable certification by IT security or data protection audits (e.g. according to BSI-Basic Protection).

- 7.3. fleetster reserves the right to change the TOMs made, unless the level of protection agreed between the parties is thereby undercut. The Customer shall be notified of any significant changes.
- 7.4. The current technical and organisational measures can be read in **Exhibit 1: Technical and organisational measures** ([www.fleetster.net/legal/technical-and-organisational-measures.pdf](http://www.fleetster.net/legal/technical-and-organisational-measures.pdf)).

## 8. Subcontracting

- 8.1. At the time of the conclusion of this agreement, Amazon Web Services EMEA SARL shall act as subcontractor for partial services for the contractor and host the data of the Customer. Amazon Web Services EMEA SARL's standard **data processing agreement has been concluded** with Amazon Web Services EMEA SARL. **The data is hosted exclusively on German servers.** This subcontractor is hereby approved by the Customer.
- 8.2. fleetster shall notify the Customer prior to any change with regard to the use or replacement of a subcontractor. The Customer may object to a subcontractor for an important reason under data protection law.
- 8.3. The objection to the intended use or replacement of a subcontractor must be raised within 2 weeks after receipt of the information about the change. If no objection is raised, the substitution shall be deemed to have been approved. If there is an important data protection reason and a mutually agreeable solution can be found between the Controller and the Processor is not possible, the Processor may Processor shall have a special right of termination as of the end of the month following the objection.
- 8.4. fleetster shall carefully select the subcontractor within the meaning of Art. 32 GDPR and check before placing the order that the subcontractor can comply with the agreements made between the Customer and fleetster.
- 8.5. fleetster shall ensure that the obligations of fleetster agreed in this contract also apply to the subcontractor. fleetster shall check compliance with these obligations on a regular basis. fleetster shall document the result of the check and transmit it to the Customer upon request.
- 8.6. Where a subcontractor fails to fulfill its data protection obligations, fleetster shall remain fully liable to the Customer for the performance of that subcontractor's obligations.

## 9. Deletion and return of personal data

- 9.1. After completion of the contractual work or earlier upon request by the Customer - at the latest upon termination of the service agreement - fleetster shall hand over to the Customer the documents in its possession, the processing and usage results produced and data in connection with the order relationship or destroy them in accordance with data protection regulations with the Customer's prior consent. The data will be made available in the form of CSV exports. fleetster shall document the deletion of the data in an appropriate manner.
- 9.2. fleetster shall retain documents, processing and usage results as well as data which serve as proof of orderly and proper data processing in accordance with the respective storage periods beyond the end of the contract.

