



## Agreement between jointly responsible companies

### Agreement between jointly responsible companies according to Art. 26 GDPR

between

EWM GmbH  
Dr. Günter-Henle-Str. 8  
35799 Mündersbach

- hereinafter also referred to as "EWM GmbH" -

and the

European  
EWM subsidiaries

- hereinafter also referred to as "EWM Subsidiary" -

## § 1 Subject of the contract

- 1.1 This Agreement constitutes an agreement pursuant to Article 26 EU General Data Protection Regulation (hereinafter referred to as "GDPR") regulating a processing of personal data under joint responsibility of the Parties.
- 1.2 The cooperation of the parties in the areas of
  - Personnel
  - Marketing(Hereinafter referred to as "Cooperation") entails that the Parties jointly determine the purposes and essential elements of the means of processing certain personal data (hereinafter referred to as "Data" or "Data Processing"). The Parties therefore act as joint data controllers within the meaning of Article 26 of the GDPR in conjunction with Article 4 No. 7 of the GDPR.
- 1.3 This contract regulates the rights and obligations of the parties under data protection law in the implementation of the cooperation and specifies the distribution and fulfilment of the tasks and obligations under applicable data protection law (in particular the GDPR) between the parties with regard to data processing.

## § 2 Object, purpose, means and scope of data processing

- 2.1 The object of data processing is

- 2.1.1 Personnel:

- 2.1.1.1

As a central service provider, EWM GmbH processes personal data of applicants and employees of EWM GmbH as well as of all other companies of the EWM Group (an overview of the individual companies can be found at <https://www.ewm-group.com/en/contact/branches.html>) together with their branches, with the exception of EWM HIGH TECHNOLOGY (Kunshan) Ltd, in particular through joint operation of the applicant management system of HRworks GmbH as well as through joint use of a group-wide intranet.

- 2.1.1.2

Furthermore, EWM GmbH centrally handles human resources for all its branches and for EWM Group companies listed at <https://www.ewm-group.com/en/contact/branches.html> "Europe" together with their branches.

This includes in particular: Collection of performance appraisals (in the respective subsidiary client (container) within the software), drafting of references (in the respective subsidiary client (container) within the software) and personnel file management (in the respective subsidiary client (container) within the software).

- 2.1.1.3

In addition, EWM GmbH requests an overview of all employees (name, qualification, full-time or part-time) from the EWM Group companies (an overview of the individual companies can be found at <https://www.ewm-group.com/en/contact/branches.html> "Europe") and their branches once a month and uses this to create anonymous statistics for the entire EWM Group.

### 2.1.2 Digital Internal Services, Sales:

As a central service provider, EWM GmbH processes personal data of the employees of EWM GmbH as well as all other companies of the EWM Group (an overview of the individual companies can be found at <https://www.ewm-group.com/en/contact/branches.html> "Europe") together with their branches through a joint internal department for digital services within the Group and sales department, in particular in the areas of sales, corporate communications and public relations.

### 2.1.3. CRM/DMS

As a central service provider, EWM GmbH processes personal data of the customers and interested parties of EWM GmbH as well as all other companies of the EWM Group (an overview of the individual companies can be found at <https://www.ewm-group.com/en/contact/branches.html> "Europe") together with their branches through the use of a common CRM system and a DMS through which all contracting parties process, among other things, personal data and access to personal data of the respective other contracting party is also possible, which is primarily collected in connection with the establishment and processing of contractual relationships with customers as well as with interested parties.

- 2.2 The data processing is conducted in accordance with the following definitions of purposes, means and scope. It relates to the specified type of data and the categories of data subjects set out below.

Purpose: The areas of Digital Internal Services, Sales and the use of the CRM system are managed by EWM GmbH as the central service provider of the EWM Group, as shown above; the purpose of the processing was jointly determined in the EWM Group, i.e., between EWM GmbH and the respective EWM subsidiary.

Means: The means of processing were jointly determined in the EWM Group, i.e., between EWM GmbH and the respective EWM subsidiary.

Scope: as differentiated above under point 2.1

Type of data:

Re 2.1.1.1

Applicant management system: During the application process, in addition to salutation, surname and first name, the usual correspondence data such as postal address, e-mail address and telephone numbers are processed. In addition,

application documents such as letters of motivation, CVs, professional, educational, and further training qualifications as well as job references are processed. The legal basis is § 26 FDPA.

Intranet: Personal data required under section 26 of the FDPA is processed. Additional data processing is carried out based on voluntary consent in accordance with Art. 6 Para. 1 Sentence 1 lit. a GDPR in conjunction with Art. 7 GDPR. Art. 7 GDPR (e.g., use of photos or videos of EWM Group employees).

Re 2.1.1.2 All personal data of applicants or employees are processed, which are required according to section 26 FDPA. Additional data processing is carried out based on voluntary consent in accordance with Art. 6 Para. 1 Sentence 1 lit. a GDPR in conjunction with Art. 7 GDPR. Art. 7 GDPR (e.g., use of photos or videos of EWM Group employees).

Re 2.1.1.3 The name, gender, qualification, and the aspect of full-time or part-time employment of the employees are processed. Anonymous statistics are created from this for the entire EWM Group. The legal basis is Art. 6 para. 1 sentence 1 lit. f GDPR.

Re 2.1.2 Personal data required under section 26 of the FDPA is processed. Additional data processing is carried out based on voluntary consent in accordance with Art. 6 Para. 1 Sentence 1 lit. a GDPR in conjunction with Art. 7 GDPR. Art. 7 GDPR (e.g., use of photos or videos of EWM Group employees).

Categories of data subjects: Employees, applicants

Re 2.1.3 The following types of personal data are processed: Contact data, contract data, bank data, etc.

The legal basis for this data processing for customers is Art. 6 para. 1 sentence 1 lit. b GDPR (preliminary negotiations or contractual obligation), the legal basis for interested parties is Art. 6 para. 1 sentence 1 lit. a GDPR in conjunction with Art. 7 GDPR (consent) or Art. 6 para. 1 sentence 1 lit. f GDPR (legitimate interest). Art. 7 GDPR (consent) or Art. 6 para. 1 sentence 1 lit. f GDPR (legitimate interest).

Categories of data subjects: Customers, interested parties

- 2.3 This contract conclusively states that both parties have jointly determined (respectively) the categories of data subjects, the type of personal data, the means, and purposes of the processing.
- 2.4 The Parties agree that the data processing shall take place exclusively in a Member State of the European Union (EU). Any transfer to a third country must be agreed

between the parties and may generally only take place if the special requirements of Art. 44 et seq. GDPR are fulfilled.

### **§ 3 Phases of data processing/responsibilities and accountability**

3.1 Responsibilities regarding data processing are divided between the parties according to phases of data processing as follows:

- EWM GmbH and the respective EWM subsidiary are jointly responsible for the collection of data. The respective company is responsible for applications that are received directly by the respective company via e-mail addresses that have been set up. EWM GmbH is responsible for applications received via the central applicant management system.
- EWM GmbH and the respective EWM subsidiary are jointly responsible for storing the data.
- EWM GmbH is responsible for amending or deleting the data, restricting its processing, and transferring it in accordance with Art. 20 GDPR, insofar as this data is processed in systems administered by EWM GmbH. If such a request is made by the data subject to one of the companies, the latter is obliged to forward the request to EWM GmbH without delay.  
If data is processed in the systems of the respective company, this company is responsible for the above-mentioned processes. If such a request is made to EWM GmbH by the data subjects, EWM GmbH is obliged to forward the request to the respective EWM subsidiary without delay.  
Each party is responsible for complying with the statutory retention obligations concerning it.
- EWM GmbH and the respective company are jointly responsible for other processing.
- Both parties may use the data for the purposes set out in this contract.

3.2 The data shall be stored in a structured, common, and machine-readable format.

3.3 The other party must be informed before any data is deleted; it may object to the deletion for a justified reason, for example if it has a legal obligation to retain the data.

3.4 The parties shall independently ensure that they are able to comply with all statutory retention obligations existing in relation to the data (in particular in accordance with the German Commercial Code and the German Tax Code as well as professional retention obligations). For this purpose, they shall (without prejudice to corresponding provisions in this contract) take appropriate data protection precautions. This applies in particular in the event of a termination of the cooperation.

3.5 The Parties shall be jointly responsible for the lawfulness of all processing operations, notwithstanding the provisions of Clause 3.1 regarding the responsibilities assigned to each of them individually for specific phases of the data processing.

**§ 4 Information of the persons concerned**

- 4.1 EWM GmbH must ensure the fulfilment of the information obligations according to Art. 13 GDPR towards employees and applicants. This is done by means of the data protection notice for employees and applicants.
- 4.2 Data subjects shall be provided free of charge with the necessary information in a precise, transparent, comprehensible, and easily accessible form in clear and simple language.
- 4.3 EWM GmbH shall make the essential contents of this contract available to the data subjects in accordance with Art. 26 (2) sentence 2 GDPR. This is also done through the data protection notice for employees and applicants.
- 4.4 The information to be provided in accordance with this clause 4 shall additionally be published by EWM GmbH on the website [https://www.ewm-group.com/images/pdf/datenschutz/EN EDV-IT IN Data protection notice employment relationship applicants.pdf](https://www.ewm-group.com/images/pdf/datenschutz/EN_EDV-IT_IN_Data_protection_notice_employment_relationship_applicants.pdf) in an easily accessible form at any time.

**§ 5 Fulfilment of the other rights of the data subjects**

- 5.1 EWM GmbH is responsible for processing and responding to requests to exercise the other rights of data subjects under Art. 15 et seq. GDPR ("Data subject rights").
- 5.2 Notwithstanding the provision in clause 5.1 of this Agreement, the Parties agree that data subjects may contact either Party for the purpose of exercising their respective data subject rights. In such a case, each company is obliged to forward the request of a data subject to EWM GmbH without delay.
- 5.3 In the event of a data subject request for deletion, Clause 3.3 of this Agreement shall apply accordingly.

**§ 6 Safety of processing**

- 6.1 The parties shall implement technical and organisational measures specified in Art. 32 GDPR prior to the commencement of the processing of this contract and maintain them during the contract.
- 6.2 As the technical and organisational measures are subject to technical progress and technological development as well as legal changes, the parties are permitted to implement alternative and adequate measures, if this does not fall below the security level of the specified measures. If a Party determines that the measures implemented in accordance with clause 6.1 of this Agreement are not sufficient or that technical progress or legal changes require further measures, it shall immediately inform the other Party thereof in writing. The implementation of such further measures shall only take place after the written consent of the respective other party. The parties shall document such changes.
- 6.3 The Parties warrant to implement all appropriate technical and organisational measures in such a way that the data processing is carried out in accordance with

the requirements of applicable data protection regulations (the GDPR) and ensures the protection of the rights of the data subject.

## **§ 7 Involvement of processors**

- 7.1 Each party may use processors in the context of data processing in relation to this agreement but shall notify the other party thereof without undue delay.
- 7.2 On the part of the party willing to commission, a copy of the commission processing agreement to be concluded shall be made available to the respective other party upon request.
- 7.3 Furthermore, the party willing to commission must confirm to the other party in writing upon request that it has carefully selected the processor, taking account of the suitability of the technical and organisational measures taken by the processor, and that it has satisfied itself of compliance with the technical and organisational measures taken at the processor.
- 7.4 The agreement must comply with the requirements of Art. 28, 29 GDPR.
- 7.5 Insofar as a processor based outside the EU is to be engaged, Clause 2.4 of this Agreement shall apply mutatis mutandis.
- 7.6 Data may only be transferred after the effective conclusion of the agreement between the Parties and the Processor in accordance with clause 7.4 of this Agreement.
- 7.7 The Parties shall agree in good faith on the respective implementation of each approved commissioned processing, regarding the issuing of instructions to the respective processor and its review.

## **§ 8 Procedure in the event of a data protection breach**

- 8.1 Each company concerned is itself responsible for investigating and handling all breaches of personal data protection within the meaning of Art. 4 No. 12 GDPR (hereinafter referred to as "data breach(s)"), including the fulfilment of any reporting obligations to the competent supervisory authority under Art. 33 GDPR or to data subjects under Art. 34 GDPR.
- 8.2 The parties shall notify the other party without delay of any data breach discovered and shall cooperate as far as necessary and reasonable in any notification pursuant to Art. 33, 34 GDPR and in the clarification and elimination of data breaches, by providing each other without delay with all relevant information in this context.
- 8.3 Before a company makes a notification to a supervisory authority or a data subject in accordance with section 8.1 of this contract, it shall coordinate the procedure with EWM GmbH.

## **§ 9 Other joint and reciprocal obligations**



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- 9.1 Both parties are obliged to appoint a competent and reliable data protection officer in accordance with Art. 37 GDPR or other applicable data protection laws if the legal requirements for an obligation to appoint are met.
- 9.2 The parties shall oblige all persons involved in data processing in writing to maintain confidentiality about the data.
- 9.3 The parties shall include the data processing in their respective register of procedures pursuant to Art. 30 (1) GDPR and note it there as a procedure under joint responsibility.
- 9.4 Both contracting parties shall inform each other immediately and completely if errors or irregularities in the data processing or violations of provisions of this contract or applicable data protection law (the GDPR) are identified.
- 9.5 The parties shall each appoint a permanent contact person for all questions arising in connection with this contract, the cooperation, or the data processing.
  - At present, the following person acts as contact person on the part of EWM GmbH:  
Mr Jan Morgenstern  
MORGENSTERN conseqom GmbH  
Große Himmelsgasse 1  
67346 Speyer  
Email: [datenschutz@ewm-group.com](mailto:datenschutz@ewm-group.com)  
Tel.: 06232-100 119 44
  - Currently, the following person acts as contact person on the part of the European EWM companies:

### **Czech Republic:**

Management, Ms Gabriela Kyjovska  
EWM HIGHTEC WELDING s.r.o. Jiříkov  
9. května 718/31  
407 53 Jiříkov  
Email: [info@ewm.cz](mailto:info@ewm.cz)  
Tel.: +420 412 358-551

### **France:**

Management, Mr Stéphane Lemaire  
EWM France SAS  
Rue des Messagers 7  
37210 Rochecorbon, France  
Email: [info@ewm-france.fr](mailto:info@ewm-france.fr)  
Tel: +33 2 42 06 02 45





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### Austria:

Management, Mr Heinz Stephan  
EWM HIGHTEC WELDING GmbH  
Gewerbestraße 7  
4653 Eberstalzell, Austria  
E-Mail: [info@ewm-austria.at](mailto:info@ewm-austria.at)  
Tel: +43 7241 28400-0

### Poland:

Management, Mr Marcin Sikorski  
EWM Poland SP Z.O.O.  
Gdańska 13A  
70-661 Stettin, Poland  
Email: [info@ewm-stettin.pl](mailto:info@ewm-stettin.pl)  
Tel: +48 91 433 08 70

### England:

Management, Mr Alan Cauchi  
EWM HIGHTEC WELDING UK Ltd.  
Unit 2B Coopies Way, Coopies Lane Industrial Estate  
NE61 6JN Morpeth, United Kingdom  
Email: [salesuk@ewm-group.com](mailto:salesuk@ewm-group.com)  
Tel: +44 (0) 1670 505875

A change in the person of the contact person shall be notified to the other party in writing without delay.

- 9.6 The Parties shall support each other in complying with the provisions agreed in this Agreement as well as applicable statutory data protection provisions (the GDPR) within the scope of what is necessary and reasonable; this includes in particular:
- the obligation to assist the other Party in establishing and maintaining appropriate technical and organisational measures in accordance with Clause 6 of this Agreement;
  - the obligation to support each other in any required data protection impact assessment and any consultation obligations of the competent supervisory authority in accordance with Art. 35, 36 GDPR;
  - the obligation to assist each other in the establishment and maintenance of mutual registers of processing activities.
- 9.7 The parties undertake to document all facts, effects and measures taken in connection with this contract, the cooperation, or the data processing.

## § 10 Cooperation with supervisory authorities

- 10.1 Each party shall notify the other party without undue delay if it is approached by a data protection supervisory authority in connection with this contract, the cooperation, or the data processing.
- 10.2 The parties agree that requests by competent data protection supervisory authorities must be complied with as a matter of principle; in particular, any information requested must be provided and opportunities for inspection (including on site) must be granted. In this context, the parties shall grant the competent data protection supervisory authorities the necessary rights of access, information, and inspection.
- 10.3 To the extent possible, the Parties will consult with each other before complying with any requests from competent data protection supervisory authorities or before disclosing any information related to this Agreement, the Cooperation, or the Data Processing to competent data protection supervisory authorities.

## **§ 11 Liability**

- 11.1 The parties shall be liable to affected persons in accordance with the statutory provisions.
- 11.2 The parties shall indemnify each other internally against any liability to the extent that they each bear a share of the responsibility for the cause giving rise to the liability. This shall also apply regarding a fine imposed on a party for a breach of data protection provisions with the proviso that the party subject to the fine must first have exhausted the legal remedies against the penalty notice. If the respective party thereafter remains wholly or partially subject to a fine which does not correspond to its internal share of responsibility for the infringement, the respective other party shall be obliged to indemnify it against the fine to the extent that the other party bears a share of responsibility for the infringement sanctioned by the fine.

## **§ 12 Final provisions**

- 12.1 This contract is concluded for an indefinite period. Each contracting party may terminate the contract with a notice period of 6 months to the end of the year. Each contracting party has the right to terminate the contract for cause.
- 12.2 Should individual provisions of this contract be or become ineffective or contain a loophole, the remaining provisions shall remain unaffected. The parties undertake to replace the invalid provision with a legally permissible provision that comes closest to the purpose of the invalid provision and best meets the requirements of Art. 26 GDPR.
- 12.3 German law applies, including the GDPR.