

General Notice General Data Protection Regulation

As per May 25th 2018, the **General Data Protection Regulation (GDPR)** has come into effect.

TeleForwarding (and all TeleForwarding entities) attests to be compliant to all new rules and regulations as stipulated in the GDPR and ensures to handle and process data carefully and safely as the GDPR requires.

We trust and ask our Clients, Suppliers and Partners (hereafter referred to as Relation) to ensure the same and therefore require all those involved to adhere to below points:

- Information which is either received from or provided to TeleForwarding in regard to our Relation has been entrusted in mutual good trust and faith and hence should be treated accordingly. In no circumstance shall this information be shared with third- and external parties unless consent has been explicitly given.
- All data in the form of invoice- and bank details, contact details and names of departments and employees shall be treated under the same scrutiny.

As the GDPR requires, TeleForwarding has stipulated a **Data Processing Agreement (DPA)** in addition to the General Notice and we require all TeleForwarding constituents to adhere to the terms of the DPA.

Article 1: General

1. Statements in this Agreement shall be observed on a basis of reversed communication; in case a Relation does not consent to the terms as posited in the Agreement, Relation shall notify TeleForwarding timely.
2. The terms which are stipulated in the DPA in regard to the GDPR have the definition and meaning as given in the GDPR.
3. With the handling of Personal Data, Relation can be marked as Controller or either as Processor in case Relation handles Personal Data in favour of a Third Party. TeleForwarding acts as either Processor or Sub-Processor depending on the role of Relation as handler of Personal Data.

Article 2: Purpose of Processing

1. TeleForwarding commits to handling Personal Data of its Relation in accordance with the terms of the DPA. Processing of Personal Data will be conducted solely for the purpose of execution of the DPA in relationship with the General Agreement in addition to those activities that coincide with this General Agreement as can be reasonably assumed so.
2. Given the nature of the Service as provided by TeleForwarding, and hereby acting as Processor, all Personal Data shall be processed and stored in accordance with the nature and use of the Service.

3. Processor has no control over the means and purpose of the processing of Personal Data. Processor does not take independent decisions in regard to the receipt and de usage of Personal Data, its sharing with third-parties or the period of time for storage of data, as Processor is bound by the GDPR.
4. If so set forth by the GDPR and if applicable to the Relation, said Relation is bound to keep administrative record of data processing activities. Processor is absolved from all claims which might come forth from Relation's failure to comply with any obligation for record keeping.

Article 3: Shared Responsibilities

1. All Parties shall adhere to and abide by all rules and regulations concerning privacy. All data processing for which TeleForwarding has been authorized by Relation, shall be conducted in a semi-automated environment.
2. TeleForwarding is only responsible for the processing of Personal Data under the Agreement and in accordance with Relation's instructions. Relation remains end-responsible.
3. TeleForwarding is not responsible for processing of any other Personal Data, including but not limited to, gathering of data by the Relation, processing of data by Relation and for which TeleForwarding has not been notified in advance or processing by third-parties for other purposes.
4. Relation ensures that the contents, usage and authorization of processing of Personal Data are legit and do not infringe on any third-party rights. Relation absolves TeleForwarding from all third-party claims coming forth from Relation's failure to comply with the above.

Article 4: Shared Obligations

1. In regard to the data processing activities as mentioned under the Agreement, TeleForwarding shall ensure to comply with the terms as stipulated by the GDPR for processing of Personal Data.
2. Upon request, TeleForwarding shall inform Relation within reasonable term, on all precautions, measures and actions taken to ensure compliance with the GDPR and other privacy rules and regulations.
3. TeleForwarding shall, provided having means and power to do so, assist Relation in conducting a Data Protection Impact Assessment (DPIA). TeleForwarding shall be compensated by Relation for any costs made or to be made for this assistance.
4. All obligations by TeleForwarding set forth in the DPA, also apply to all employees who process data under authorization of TeleForwarding.

Article 5: Dissemination of Personal Data

1. TeleForwarding processes Personal Data in countries within the European Union. In addition, Relation authorizes TeleForwarding to process Personal Data in countries outside the European Union, hereby adhering to the applicable rules and regulations.
2. Upon request, TeleForwarding shall inform Client in which country or countries Personal Data is being processed.

Article 6: Despatch of Sub-Processors

1. Relation authorizes TeleForwarding to despatch Sub-Processors under the DPA. Upon request, TeleForwarding shall inform Relation which Sub-Processors have been despatched.
2. In case TeleForwarding should have the intention to switch to a new Sub-Processor, Relation shall be informed accordingly. Relation shall be granted a notification period in case of objections to TeleForwarding's intention. In case no objection has been received within 2 weeks, TeleForwarding is authorized to make said switch.
3. In case Relation has made an objection within 2 weeks, both parties shall make endeavours to come to a reasonable solution in mutual consent.

Article 7: Security

1. TeleForwarding ensures to make continuing endeavours to protect Personal Data against loss or any other illegal data processing (as illegal obtainance, detriment, alteration or dissemination) and ensure to take technical and organizational measures to ensure this.
2. Relation controls which Personal Data are being processed and only provides that Personal Data for processing which is necessary for execution of the Agreement and only after Relation has established that the required security precautions have been made.

Article 8: Data Leaks & Security Breaches

1. In the event of a breach on privacy sensitive information, TeleForwarding shall inform Relation as soon as possible and on best-effort basis, but within 72 hours, about the cause and impact of the breach. TeleForwarding shall make an effort to provide complete, correct and accurate information for Relation's evaluation.
2. We acknowledge the following as a data breach;
 - a security breach which accidentally or illegally has led to data loss or destruction, unauthorized alteration or unauthorized dissemination, access or storage of data.
3. Relation shall fulfil its (lawful) obligation to make report of breaches and TeleForwarding shall assist in informing relevant authorities or other involved parties.
4. Obligation to report includes reporting the fact of the event of a breach, along with:
 - the alleged cause of the breach
 - the anticipated impact and consequences
 - the offered solution
 - contact details for following up with the report
 - who has been informed (authorities or other parties involved)
 - which measures have already been taken.

Article 9: Constituent – Third Party Requests

1. In case a constituent has made a request to TeleForwarding involving Personal Data, TeleForwarding shall inform Relation. TeleForwarding is entitled to inform Relation.
2. TeleForwarding shall assist Relation within reasonable means with handling the request. In case Relation would need additional assistance from TeleForwarding with

handling a third-party request, TeleForwarding is entitled to charge Relation with the costs.

Article 10: Confidentiality

1. Confidentiality and Non-Disclosure rests on all Personal Data which TeleForwarding receives from Relation or gathers on behalf of Relation or gathers in necessity of execution of the Agreement. TeleForwarding shall never use Personal Data for any other purpose than the intended purpose for which the data have been obtained.

Confidentiality and Non-Disclosure do not apply in case:

- relation has explicitly authorized the sharing of data to third-parties.
- sharing to third-parties can reasonably be expected for execution of the Agreement.
- there is a lawful obligation to share data to third-parties
- data needs to be shared with third-parties in their role as Sub-Processor

Article 11: Termination of the Agreement

1. After termination of the Agreement, TeleForwarding shall remove all Personal Data as soon as possible unless agreed upon otherwise by both parties or rules and regulation dictate otherwise.