DDV Declaration (VE 12/2009)
"Commissioned Data Processing and Data Treatment"

Service provider: Uniserv GmbH
(in the following "Service Provider")

Street, number: Rastatter Strasse 13

Country: Germany

ZIP code, city: 75179

E-mail address: Pforzheim

Website: www.uniserv.com

DDV Certification
- ☒ Data Processing awarded for year 2016
- ☐ Lettershop awarded for year
- ☐ Fulfillment awarded for year
- ☐ Address publisher awarded for year
- ☐ Listbroking awarded for year

Other certificates on data security measures taken by the firm;
Issuer (including address)

Company: .....
Address: .....

Criteria Test: .....

Name: (Certification).....

First awarded on .....

Last audit on: .....

Auditing frequency: .....

The documentation about our technical and organizational data security measures as well as our data privacy statement (data privacy guidelines) is available under:

datenschutz@uniserv.com
.....

(please indicate e.g. web address or email address where documentation is available)

This DDV Declaration (VE 12/2009) "Commissioned Data Processing and Data Treatment" (*DDV-Verpflichtungserklärung "Auftragsdatenverarbeitung und Datenumgang"* – "DDV-VE") contains the minimum requirements for commissioned data processing and the obligations regarding correct data treatment. It is applicable for Service Providers processing personal data pursuant to Section 11 of the German Data Protection Act (*Bundesdatenschutzgesetz* – in the following "BDSG") on behalf of controllers in the sense of Section 3 Para. 7 BDSG. DDV-VE distinguishes between the –controller, the service provider and the advertiser, who acquires the legal rights of use for the addresses and remunerates the Service Provider pursuant to a separate agreement. If the controller and the advertiser are identical persons, DDV-VE applies accordingly. Where only addresses belonging to the advertiser acting as controller are processed, all sections relating to the address order do not apply.

The controller requires the Service Provider to commit to the DDV-VE for each data processing order. By signing the DDV-VE, the Service Provider confirms for each data processing order to comply with the minimum requirements for commissioned data processing and the obligations regarding data treatment on providing the required services.

For companies which only cover certain elements of the commissioned data processing (e.g. listbrokers without their own data processing operations who receive and transfer data or control commissioned data processing, or for lettershops who only process already addressed material), the obligations stated in this DDV-VE shall apply only to the extent to which these companies render the agreed services or use address data.

1. Terms

Address Owner	Controller granting the right to use its Address Data.
Address Order	order for the granting of the right to use the controller's address data for a designated Marketing Measure of the Advertiser.
Address Data:	data which are the subject of the right of use granted (in particular, postal address, year of birth and a group criterion).
BDSG:	German Data Protection Act (*Bundesdatenschutzgesetz*).
DDV:	Deutscher Dialogmarketing Verband e.V., Hasengartenstraße 14, 65189 Wiesbaden, Homepage <www.ddv.de>.
Service Provider:	service provider signing this DDV-VE who acts as commissioned data processor, rendering certain services (e.g. data processing center or call center).
Listbroker:	entity receiving the right to use the Address Data from the Controller and, directly or indirectly via another Listbroker, granting it to an Advertiser for marketing purposes.
Data Processing Order	Order awarded to the Service Provider to carry out commissioned data processing.
Advertiser:	entity receiving the right of use directly from a Listbroker or indirectly via another Listbroker.
Marketing Measure:	the marketing measures (e.g. a mailing or a catalogue or – based on the consent – e-mail or telephone marketing measures).

2. Minimum Requirements for Commissioned Data Processing

As of 01.09.2009, main parts of a new law reforming data privacy law (*Gesetz zur Änderung datenschutzrechtlicher Vorschriften*) have come into force (Federal Law Gazette - BGBl. 2009 I, page 2814). One of the changes initiated by the new law provides for new requirements for Service Providers with regard to the collection, processing or use of personal data carry out whilst fulfilling a Data Processing Order pursuant to Section 11 BDSG. The Service Provider commits himself vis-à-vis the Controller to the following minimum requirements for commissioned data processing which are, apart from the regulations agreed in the Data Processing Order (e.g. requirements for coordination, restrictions of use or compensation arrangements), applicable as a first priority for the provision of the services in the context of the Data Processing Order:

2.1 In a separate Address Order, the Controller grants rights to use Address Data which the Advertiser, for the execution of the designated Marketing Measure, acquires directly or via a Listbroker. The Service Provider provides to the Controller the commissioned data processing services pursuant to Section 11 BDSG to support the Marketing Measure using the address data in compliance with the requirements of the Data Processing Order.

2.2 The provision of the commissioned data processing is restricted to the Address Data identified in the Data Processing Order. The Address Data shall only be used for the proper execution of the designated Marketing Measure. The data subjects are customers or other contacts whose Address Data are stored by the Controller. The scope, the type and the purpose of the envisaged data treatment, the categories of data and the group of data subjects shall be defined precisely in the Data Processing Order.

2.3 For the protection of the Address Data and in order to comply with the legal data privacy requirements, the technical and organizational measures pursuant to Section 9 BDSG and the Exhibit for Section 9 BDSG are to be taken. The Service Provider secures the Address Data through the necessary technical and organizational measures (in particular, access, transfer, input, order and availability control) and processes address data collected for different purposes separately. One potential protective measure is using state-of-the-art

encryption methods. The protective measures are only requisite if they do not require disproportionate effort and they shall be adequate for the relevant personal data or categories of data. On transferring the Address Data to the Service Provider or if the Address Data, pursuant to the Data Processing Order, are transferred by the Service Provider, data carriers, electronically transmitted data or data made available for download shall be secured against unauthorized access. The Service Provider stores and processes the Address Data for each Data Processing Order separately and grants his employees access only to the extent necessary in the context of the Data Processing Order. The Service Provider shall secure the Address Data against unauthorized access. The Service Provider also complies with all further technical and organizational requirements specified in the Data Processing Order. The aforementioned measures shall be documented by the Service Provider.

2.4 Pursuant to the relevant legal provisions, it shall be possible to correct, delete or block the Address Data processed on behalf of the Controller until the Data are permanently deleted. The Service Provider shall support the Controller in safeguarding the rights of the data subjects concerning, in particular, notification, information, corrections, deletion or blocking of the Address Data to the extent feasible for the Service Provider.

2.5 The Service Provider shall control compliance with all agreed and legally mandatory technical and organizational measures in its company. The Address Data shall only be processed by such employees of the Service Provider who were informed about all relevant data privacy provisions and obligated to data secrecy pursuant to Section 5 BDSG. Furthermore, the Service Provider shall comply with his obligations pursuant to Section 11 Para. 4 BDSG. Pursuant to Section 4f BDSG, the Service Provider shall appoint an internal Data Protection Officer.

2.6 Taking into consideration the special provisions of the Data Processing Order, the Service Provider has the right to subcontract other Service Providers with the provision of services within the scope of the Data Processing Order, if and to the extent the Controller has approved such subcontracting. The Service Provider shall commission the subcontractors in writing and pursuant to the provisions of Section 11 BDSG, assuming the obligations contained in this DDV-VE. The Service Provider shall, in particular, comply with the requirements for documentation pursuant to cipher 2.11 vis-à-vis the Controller.

2.7 The Controller has the right to monitor the technical and organizational measures pursuant to Section 9 BDSG taken by the Service Provider in compliance with the BDSG and other data privacy regulations prior to the provision of the services under the Data Processing Order and then on a regular basis. The Service Provider shall provide the Controller upon request with the necessary information and facilitate and permit any reasonable controls, including on-site inspections. The controls shall be conducted either by the Controller's internal Data Protection Officer, or by a chartered accountant, an attorney or by an auditor commissioned by DDV who have committed themselves to fully comply with data privacy provisions. Furthermore, the Service Provider shall support the Controller in cases of inquiries and controls conducted by the responsible supervisory authority.

2.8 In the context of the commissioned data processing, the Service Provider shall inform the Controller about all material infringements against the provisions for the protection of personal data or these minimum requirements for commissioned data processing (this DDV-VE) and/or against any of the stipulations of the Data Processing Order or about any instances of detected data leakages. This shall be valid in particular, if, on the grounds of the infringement, the Controller could be subject to the duty to inform pursuant to Section 42a BDSG.

2.9 The Service Provider shall process all Address Data provided by the Controller solely pursuant to the provisions of this DDV-VE, and, as a second priority, pursuant to the provisions of the Data Processing Order or any other written orders given by the Controller and for the purposes stated in the Data Processing Order. If the Service Provider has good reason to believe that an order infringes against data privacy provisions, he shall

immediately point this out to the Controller. The Service Provider shall only comply with third party requests , if they conform with the Data Processing Order or with other written orders given by the Controller. The Service Provider is not bound to carry out unlawful orders given by the Controller or to comply with unlawful requests from the Advertiser.

2.10 The Service Provider shall delete all delivered Address Data completely (also in e-mails, from communication servers, clients or production computers as well as all intermediate files created in the course of the data processing or any designations on reference copies), at the latest six months after the last postal delivery following the data processing. The calendar week (ISO 8601) of the last postal delivery shall be communicated to the Service Provider, if it is not clear from the provision of the services under the Data Processing Order. Backup copies which may only be used pursuant to the written orders of the Controller (e.g. in the context of an order to store the Data for purposes of providing information pursuant to Section 34 Para. 1a Sentence 1 BDSG) are exempt from this term. Upon request, the deletion of data shall be confirmed in writing. Pursuant to Section 35 Para. 3 BDSG, deletion shall be substituted by blocking of data.

2.11 The Service Provider shall take precautions that also the Controller will be able to comply with all obligations vis_à-vis the data subject regarding the duty to inform or the correction and deletion of data pursuant to the provisions of the BDSG within the legally required timeframe and shall immediately disclose all necessary information to the Controller.

2.12 The Service Provider shall provide the Controller (or a substitute designated by theController) with documentation of the technical and organizational data security measures taken in compliance with the provisions of this DDV-VE, and, as a second priority, with the provisions of the Data Processing Order or any other written orders given by the Controller prior to the provision of the Data Processing Order and then on a regular basis. Officially recognized certifications (e.g. a current DDV certification complying with the standards for quality and performance - *Qualitäts- und Leistungsstandards* (QuLS) - or a TÜV Certification) may be used for documentation purposes. The Service Provider may publish its technical and organizational data security measures and its data privacy statement (data privacy guidelines) – excluding details - on his website. The Controller's rights to carry out audit controls, including on-site inspections, shall remain unaffected.

3. Obligations regarding Data Treatment

3.1 The Service Provider shall process the Address Data solely pursuant to the Data Processing Order or any other written orders given by the Controller for the services required in the context of the commission, like information technology (e.g. analysis, postal correcting of addresses, deduplication, optimizing of postage and printing), print, lettershop and call center jobs. The Service Provider shall only make further use of the Address Data (e.g. storing of the Data in anonymized form for the order entry, history files or optimization analyses) if this is legal from a data protection perspective and if the Controller has given the required orders in writing.

3.2 The Service Provider shall not copy Address Data or information extracted therefrom to data carriers (except intermediate data carriers necessary for the processing of the Data) or otherwise and shall not disclose them to third parties. Other Service Providers commissioned with the further distribution of the marketing material by the Controller or the subcontracting of which has been approved by the Controller are exempt from this provision.

3.3 Address Data which cannot be transferred other than electronically shall only be transferred in a secure, state-of-the-art method (encrypted, where possible). Where third party data are disclosed (electronically or in print), the recipient shall be informed that the Address Data derive from – possibly various - Controllers and shall solely be processed for the purposes for which they were delivered (Section 28 Para. 5 BDSG).

3.4 Printer's waste (e.g. misprints of work lists, hardproofs or damaged marketing materials) shall be disposed of by the Service Provider in the course of his own process to dispose of

confidential documents or by a commissioned subcontractor , in compliance with the relevant data privacy provisions.

3.5 If third party data are used in a deduplication process in the Business to Consumer area, the Service Provider responsible for the third party data deduplication process shall always employ the latest DDV Robinson list (currently updated on a quarterly basis), unless the Controller(s) has/have waived its use in writing.

3.6 For any deduplication process using third party data and conducted in compliance with the Data Processing Order, the Service Provider shall compile a complete and comprehensible protocol with the contents listed below (DDV Standard "Accounting Protocol" - *DDV Standard "Abrechnungsprotokoll"*). Apart from the creation date, the designation of the Marketing Measures and the list designation, the protocol shall contain the following details for each file:

	number of delivered Address Data
./.	Address Data deriving from postal validation (also postal correcting of addresses)
=	gross quantity for deduplication process (deduplication input)
./.	Address Data eliminated in the deduplication process
=	net quantity after deduplication process (deduplication output)
./.	reduction in accordance with the Address Order
=	used quantity

3.7 The Service Provider is liable for all damages vis-à-vis the Controller which the Controller suffers from any deliberate or grossly negligent infringement by the Service Provider of the obligations under this DDV-VE and, as a second priority, under the provisions of the Data Processing Order or any other written orders..

3.8 For verification purposes and for protection against any use in breach of the agreement, control addresses shall be included into the relevant databases. If the Controller is able to present marketing materials which have not been agreed and which were sent to one of the control addresses, and if this control address can be clearly and solely assigned to the database which has been transferred for the sole purpose of being processed in the context of the Marketing Measure, an instance of unauthorized use shall be assumed. The Service Provider use its best endeavors to support the investigation of case as well as the identification of the originator of the instance of unauthorized use as well as the determination of the extent of the damage. In addition, the Service Provider shall be obliged to inform the Controller as well as the Advertiser immediately in writing, if the Service Provider becomes aware of an instance of unauthorized use on its own account.

4. Other

4.1 The DDV-VE shall be deposited with DDV. Upon request, the Service Provider shall make copies of this DDV-VE available to the Controller, the Listbroker or other Service Providers involved. The Service Provider shall immediately inform DDV in writing of any changes or updates to the information provided in the DDV-VE.

4.2 The DDV-VE shall be valid for an unlimited period of time until termination. The termination shall be sent to DDV by registered mail and shall become valid 6 weeks after receipt with effect for the future. The DDV-VE shall remain valid for any Address Order and Data Processing Orders that already existed prior to the aforementioned 6 week period. With the signature, the Service Provider also affirms the concordance of the above text with the DDV-VE version provided by DDV (version: 12/2009).

4.3 The requirements for written form in the sense of the DDV-VE (apart from the requirement for written form regarding the placing of the order) can be met by using the text form (in particular, e-mail).

4.4 The DDV-VE is subject to German law. The place of jurisdiction shall be the place of jurisdiction applicable to each order.

Pforzheim, 05.01.2016

Place, date

UNISERV

UNISERV GmbH · Rastatter Str.13
75179 Pforzheim · Germany

Company stamp

Mathias Diener

Full name (in print)

Legally binding signature