

# Joint Controller Agreement

This Joint Controller Agreement ("**Agreement**") is entered into between

European DataWarehouse GmbH, a German limited liability company with registered address in Walther-von-Cronberg-Platz 2 60594 Frankfurt am Main, Germany and commercial register number HRB 92912

and

HotITem B.V., a Dutch limited liability company with registered address in Danzigerkade 19, 1013 AP Amsterdam, Netherlands and commercial register number 33297973,

each a "**Party**", together the "**Parties**".

## PREAMBLE

Whereas, The Parties will collect and process personal data of individuals (together the "**Data Subjects**") for the organization and management of events by the Parties and the sharing of their personal data by and among the Parties for follow-up marketing purposes.

Whereas, Whereas, Each Party qualifies as a controller within the meaning of the EU General Data Protection Regulation ("**GDPR**") regarding the processing of the personal data and the Parties jointly determine the purposes and means of the processing of the personal data for certain purposes as further described in **Exhibit 1**, as amended by agreement between the Parties from time to time ("**Joint Processing**") and, therefore, to a certain extent qualify as joint controllers within the meaning of the GDPR.

Whereas, This Agreement contains the terms and conditions applicable to the Joint Processing by the Parties as joint controllers with the aim to ensure that the Parties comply with applicable data protection law.

In order to enable the Parties to carry out their relationship in a manner that is compliant with the law, the Parties have entered into this Agreement as follows:

### 1. Document structure

This Agreement consists of the following parts:

- 1.1 this main body of the Agreement
- 1.2 **Exhibit 1** – Details of Joint Processing and Contact Details
- 1.3 **Signature Page**

### 2. Obligations of the Parties

#### 2.1. Lawfulness of Joint Processing

Each Party shall ensure that the processing activities conducted by the respective Party comply with the GDPR and other applicable data protection law. Each Party with respect to that part of the processing performed by the Party concerned shall:

- (a) maintain a record of processing activities pursuant to Art. 30 GDPR under its responsibility;
- (b) implement and maintain appropriate technical and organizational measures as required by applicable data protection law, in particular, Art. 32 et seqq. GDPR, i.e., technical and organizational measures to ensure the security of the personal data, including protection against accidental or unlawful destruction, loss, alteration, unauthorized disclosure or access;

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- (c) limit access to personal data to those individuals who have a need to know;
- (d) comply with the Privacy by Design and by Default principles, in particular, pursuant to Art. 25 GDPR;
- (e) comply with data protection/privacy impact assessment requirements, in particular, pursuant to Art. 35 GDPR;
- (f) ensure that appropriate data processing agreements and other required data protection agreements are concluded with any data processors and other third parties relating to the processing of personal data covered by this Agreement;
- (g) ensure that any transfer of personal data to a recipient outside the European Economic Area complies with the requirements for transfers of personal data to third countries or international organizations pursuant to Art. 44 et seqq. GDPR.

In case the applicable law (or the interpretation thereof by relevant data protection authorities) changes in a way that renders the Joint Processing and/or this Agreement unlawful, the Parties will negotiate in good faith an amendment of the processing and/or this Agreement in order to comply with the changed requirements. This shall apply accordingly if a data protection authority or a court of law bindingly orders that changes to this Agreement are required.

## 2.2. Information Obligations

Each Party shall be responsible to comply with the information requirements towards Data Subjects under applicable data protection law, in particular as set out in Articles 13 and 14 GDPR, regarding personal data that is subject to the Joint Processing.

## 2.3. Data Subject Rights

- (a) Each Party shall generally be responsible for the fulfillment of any data subject requests such as the right of access, right to rectification, right to erasure, right to restriction of the processing, right to data portability and right to object (Art. 15 to 21 GDPR) that are directed to itself.
- (b) To the extent this is necessary to fulfil the respective data subject request regarding personal data that is subject to the Joint Processing, the Party that has received the request shall promptly inform the respective other Party of such a request and this other Party shall assist with the fulfillment of such a request.

## 3. Legal Basis for Processing

The applicable legal bases with regard to the different processing activities are specified in **Exhibit 1**.

## 4. Personal data breach

- 4.1. If a Party becomes aware of a personal data breach (as defined in applicable data protection law) relating to personal data subject to Joint Processing that may have to be notified to the competent data protection authority pursuant to Article 33 GDPR or communicated to the Data Subject pursuant to Article 34 GDPR it will inform the other Party without undue delay using the email address stated in **Exhibit 1**. In the event that one Party believes it is obliged to notify such a personal data breach to the competent data protection authority or Data Subject, but the other does not, the Parties shall, prior to any such notification being made, discuss the matter in good faith with the aim of reaching agreement on the appropriate path forward.
- 4.2. Each Party shall be responsible to determine any necessary measures to remediate and mitigate the impact of a personal data breach, but the other Party will in good faith cooperate to the extent it is able with such mitigation, and to make notification(s) to the competent data protection authority/authorities and the data subjects, to the extent and as required by law.

## 5. Obligations of the Parties

- 5.1. Each Party shall support the other Party with best effort to fulfill any of the other Party's obligations with regard to the Joint Processing under applicable data protection law and under this Agreement, in particular with regard to the transfer of personal data from the EU/EEA to non-EU/EEA countries.
- 5.2. The Parties shall have the right to request any necessary amendments to the provisions of this Agreement to the extent this is necessary to comply with mandatory applicable data protection law, in particular, in light of relevant decisions the Court of Justice of the European Union ("CJEU"). If such requested changes are disputed, the necessity of such change can be demonstrated by the provision of a respective order (which may be informal) by supervisory data protection authority, whereby either Party shall not be obligated to lodge an appeal against such an order, or with the help of individual and/or joint guidance of EU/EEA supervisory data protection authorities, including the European Data Protection Board ("EDPB").
- 5.3. The Parties shall co-operate with their best efforts in the case of an investigation and/or enforcement action by a supervisory data protection authority and any related and subsequent proceedings.
- 5.4. Either Party shall not enter into relationships with third parties that would result in a joint controllership between the Party and a third party with regard to personal data subject to Joint Processing after signature of this Agreement.

## 6. Duration and termination

- 6.1. This Agreement shall become effective upon its execution by both Parties and shall continue until the 19th July 2022 ("End Date").
- 6.2. Each Party shall have the right to terminate this Agreement with immediate effect if any other Party is in material breach of applicable data protection law and/or this Agreement.
- 6.3. After termination of this Agreement by or towards one Party, this Party shall be entitled to process personal data that was subject to Joint Processing in accordance with applicable law.

## 7. Miscellaneous

### 7.1. Point of Contact

Each Party shall designate a non-personal-email-address at which the internal contact person for the processing can be contacted. Each Party shall notify the other Party of any change in its designated non-personal-email-address as set-out in **Exhibit 1**.

### 7.2. Point of contact for Data Subjects

In case of questions regarding the Joint Processing under this Agreement, Data Subjects may contact the contacts set out in **Exhibit 1**.

- 7.3. A determination that any provision of the Agreement is invalid or unenforceable shall not affect the other provisions of the Agreement. In such case the invalid or unenforceable provision shall automatically be replaced by a valid and enforceable provision that comes closest to the purpose of the original provision. The same shall apply if the Agreement contains an unintended gap.

- 7.4. The Agreement shall be governed by the laws of Germany without regard to the CISG.

- 7.5. Frankfurt am Main, Germany shall be the exclusive venue for any disputes arising from and in connection with this Agreement.

**Signatures: See Signature Page**

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**Exhibit 1 – Details of Joint Processing and Contact Details**

	HotITem B.V.	European DataWarehouse GmbH
<b>Point of contact (name and non-personal email address)</b>	Adam Knoop <a href="mailto:security@hotitem.nl">security@hotitem.nl</a>	Maitane Puente González <a href="mailto:compliance@eurodw.eu">compliance@eurodw.eu</a>
<b>Representative (name and non-personal email address)</b>		
<b>Point of contact for data subjects</b>	<b>Marcel van der Sluis</b> <a href="mailto:security@hotitem.nl">security@hotitem.nl</a> <b>+3120580200</b>	Susanne Klein <a href="mailto:gdpr@eurodw.eu">gdpr@eurodw.eu</a> <b>+49 69 756095-582</b>

#	Purposes and Means of the Joint Processing	Categories of Data Subjects	Categories of Personal Data	Special Categories of Personal Data	Legal Basis for the Processing
1.	Event organisation and marketing	Registrants to the events Attendees to the events	<ul style="list-style-type: none"> <li>Contact data (names, email addresses, professional postal addresses)</li> <li>Image</li> </ul>	No	<ul style="list-style-type: none"> <li>Regarding event organization: Article 6.1.f) GDPR (legitimate interest in preparing and carrying out the event)</li> <li>Regarding marketing: Article 6.1.a) GDPR (consent)</li> </ul>

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**Signature Page**

**European DataWarehouse GmbH**

represented by

Name (written out in full):

Signed by:

Name (written out in full): Marco Angheben

Capacity: Head of Business Development & Regulatory Affairs

Place, date: Frankfurt am Main, Germany 18 May 2022

Signature:

DocuSigned by:  
*Marco Angheben*  
25AE6E185CB54AD...

**HotITem B.V.**

represented by

Name (written out in full):

Signed by: drs Adam F. Knoop, CCO

Name (written out in full): drs Adam Franciscus Knoop

Capacity: CCO

Place, date: \_\_ Amsterdam, 17<sup>th</sup> of May 2022

Signature: \_\_\_\_\_

