

# Joint Controller Agreement (“JCA”)

Siemens and Partner (the “Parties”) have entered into a Partner Agreement of which this JCA forms an integral part.

Capitalized terms are defined [at the end of the document](#) or elsewhere in the Partner Agreement.

## Terms and Conditions

### 1. Scope of the JCA

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This JCA applies if Siemens is established within Brazil, the European Economic Area or the United Kingdom (each a “JCA Area”).

### 2. Subject of the JCA

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Under the Partner Agreement, Partner is granted access to the Partner System where Partner may, via the administrator role that can be attributed to one or more of its Partner Users, manage personal data of Partner’s employees (“Partner User Data”). Moreover, Partner may be granted access to, and may thereafter manage, certain contact data of leads (meaning a person working for an actual or potential customer).

Accordingly, the Parties acknowledge that they jointly determine the purpose and means of certain processing activities on the Partner Portal and, as such, act as joint controllers in the meaning of Article 26 EU General Data Protection Regulation (“GDPR”), and other applicable privacy laws as further described below. The parties seek to establish their respective responsibilities and obligations as joint controllers under the GDPR with this JCA.

Any reference in this JCA to the GDPR is to be read as a reference to (i) the retained EU law version of the GDPR as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 (“UK GDPR”) where the Parties are established in the United Kingdom and (ii) the Lei Geral de Proteção de Dados Pessoais, Law No. 13,709 of 14 August 2018 (“LGPD”) where the Parties are established in Brazil. Accordingly, all obligations and references to the GDPR in this JCA are construed as applying mutatis mutandis to the UK GDPR and the LGPD, taking into account the specific legal requirements and competent authorities of each jurisdiction.

### 3. Roles and Responsibilities

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The Parties acknowledge that they are joint controllers in relation to the Covered Activities described in the section hereunder.

#### 3.1. Covered Activities

Partner can

- a. via its Partner Data Administrator, create and delete Partner Users and edit their contact data in the Partner System, and allocate trainings to Partner Users,
- b. via its Partner Users, edit information, including personal data, of Shared Leads.

The following Personal Data are processed as part of these Covered Activities:

#### 3.1.1. **Partner Users**

- Name, contact data (including first name, family name, email address,) and organizational data (e.g. job title)
- Information concerning allocated trainings and achieved certifications
- Information concerning Partner Users' interactions with Shared Leads (e.g. notes, meeting invites, etc.).

#### 3.1.2. **Shared Leads**

- Name, contact data (including first name, family name, email address, phone number business address) and organizational data (job title and role)
- Information concerning Shared Leads' interactions with Partner Users (e.g. meetings, invites, etc.)

### 3.2. **Compliance with Data Protection Laws**

Each party will comply with applicable data protection laws when processing Personal Data as part of the Covered Activities.

### 3.3. **Security and Confidentiality Measures**

Siemens will provide the necessary technical and organizational measures to ensure the security and confidentiality of the Personal Data processed on the Partner System.

### 3.4. **Cooperation**

The parties will cooperate and provide each other with any necessary information to fulfill their obligations under the GDPR, including responding to data subject requests, data protection impact assessments, and prior consultation obligations.

## 4. **Data Subject Rights**

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- a. Siemens will inform Partner Users and Shared Leads about the processing of their personal data as part of the Covered Activities and will make the essence of this agreement available to them upon request.
- b. Each party will promptly deal with any request from a data subject concerning the exercise of their rights under the GDPR in relation to the Covered Activities and will, if appropriate, inform the other party hereof without delay.

## 5. **Data Security**

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- a. Siemens will implement appropriate technical and organizational measures to ensure the security of Personal Data processed as part of the Covered Activities, taking into account the state of the art, the costs of implementation, the nature, scope, context, and purposes of processing, and the risks to data subjects.
- b. Siemens will notify Partner without undue delay in the event of a personal data breach affecting Personal Data processed as part of the Covered Activities.

## 6. **International Data Transfers**

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The parties agree that Personal Data may be transferred to Siemens, its affiliates, and processors located outside the relevant JCA Area in accordance with applicable data protection laws.

Siemens is responsible for implementing appropriate safeguards for the transfer of Personal Data to its affiliates and processors located outside the relevant JCA Area as required by the GDPR.

Where Partner transfers Personal Data to recipients (e.g., Partner's affiliates, service providers or other entities designated as recipients by Partner) located outside the relevant JCA Area as part of the Covered Activities, Partner is responsible for implementing appropriate safeguards for the transfer of Personal Data to such recipients as required by the GDPR.

## 7. Update to this JCA

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- a. Siemens may, at its sole discretion, update Covered Activities of this JCA in the event Siemens makes new IT tools available to Partner which require joint controllership arrangements under applicable data protection laws.
- b. Siemens will notify Partner of any such updates by providing the amended Joint Controller Agreement to Partner via the Partner System or other appropriate means of communication. The updated JCA will become binding upon the Parties upon Partner's first use of the respective new IT tool(s) after such notification.
- c. If Partner does not agree to an update of the Joint Controller Agreement, Partner will refrain from using the new IT tool(s) covered by such an update.

## 8. Integration into the Contractual Framework

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- a. This JCA constitutes an integral part of the Partner Agreement.
- b. In the event of any conflict or inconsistency between the provisions of this JCA and the Partner Agreement, this JCA prevails.
- c. This JCA will be effective as of the Effective Date of the Partner Agreement or an amendment thereto, as applicable and will remain in force for as long as the Parties jointly process Personal Data under Covered Activities of this JCA.
- d. Termination of the Partner Agreement automatically results in the termination of this JCA. However, the obligations of the Parties under applicable data protection laws will survive such termination with respect to Personal Data processed during the term of this JCA.

## Definitions

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|-----------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Covered Activities</b>         | means the processing activities described further below for which the parties jointly determine the purpose and means, and which are covered by this JCA. |
| <b>Shared Lead</b>                | means a lead whose personal data has been shared with Partner in the Partner System.                                                                      |
| <b>Partner Data Administrator</b> | means a Partner User who has administrator rights in the Partner System.                                                                                  |
| <b>Partner User</b>               | means a registered user associated with Partner in the Partner System.                                                                                    |
| <b>Personal Data</b>              | has the meaning as defined in Article 4 (1) of the EU General Data Protection Regulation (GDPR).                                                          |