



DDV Letter of Commitment relating to the processing of Personal Data (Version: 08.12.2008)

Company name:

Street address:

Postcode, town, country:

(hereinafter referred to as the Company)

This DDV Letter of Commitment relating to the processing of personal data (hereinafter the DDV-LoC) covers all the duties contracted to enterprises that process personal data or manage the processing thereof, in accordance with the Bundesdatenschutzgesetz (BDSG) [*German Data Protection Act*] (hereinafter the **Data**). The duties set out in this DDV-LoC also apply to enterprises that only cover partial areas of typical order data processing (e.g. listbrokers, who do not process data themselves, but receive and pass on data or orders for data processing, or lettershops, who only process material that is already addressed), to the extent that the enterprise in question provides the services covered hereunder. This DDV-LoC distinguishes between the owners of the data, who are principals for the purposes of § 11 BDSG, and the (commercial) principals, with which the Company has a direct contractual relationship.

1. The Company processes data from various data owners or manages the processing of data from various data owners.
2. Before processing the data, the Company establishes whether data from the commercial principal or databases of other data owners (hereinafter both referred to as Data Owners) are being delivered for further processing. Even if the Data Owner is statutorily obliged to check that processing of the data is admissible, the Company undertakes to check that the instructions given to it in relation to processing the personal data conform to data protection regulations, and must declare any shortcomings to the commercial principal. If the Company suspects that the commercial principal has not passed on this information to the Data Owner, it will inform the Data Owner directly. The Company will not action instructions that are clearly in breach of the BDSG, but will inform the commercial principal of its refusal to execute them.
3. When the data is processed by either its employees or its freelance staff (hereinafter **Employees**), the Company undertakes (and makes the same undertaking to the Data Owners) to adhere with due care to the provisions of the BDSG that apply to it and to any data security requirements that may be prescribed under the BDSG or may additionally be prescribed by the commercial principal.
4. The data will exclusively be processed within the Company's business premises, by Employees who are regularly informed of the data protection provisions, and who are bound in writing to observe data secrecy according to § 5 BDSG. The Company hereby confirms that it is registered, as appropriate, with the responsible regulatory authority, and that it has appointed an internal Data Protection Officer.
5. The Company undertakes to exclusively use the data in accordance with written instructions for the requisite order-related IT duties (analysis, postal correction, deduplication, postage optimisation, printouts etc.), for printing, lettershop and/or call centre duties. The Company also undertakes to otherwise use the data only for purposes that are admissible under data protection legislation (such as the filing of data in anonymous form or for order capture, history files, optimisation analyses etc.), provided it has the requisite written instructions.
6. The Company undertakes to fully physically delete not only the data originally supplied (including in e-mails, on communication servers, clients, production computers), but also all interim files produced during processing and for example any labelling on reference databases after processing, at the latest six months after the final mail date. This time limit shall not apply to backup databases, which may only be used in accordance with the list owner's instructions. Written confirmation of deletion must be provided upon request.

7. In addition, the Company will not copy data or information derived therefrom onto data carriers (with the exception of the interim data carriers referred to under 6., which are required for processing purposes) or otherwise, nor pass it to third parties. Exceptions shall be those who are commissioned under contract to process the advertising material.
8. The Company undertakes to electronically transmit data only in a state-of-the-art secure (e.g. encrypted) format. In the case of the transmission of third party data, the recipient must be informed that the data originates from third party owners, and may only be processed for the purpose for which it was provided (§ 28(5) BDSG).
9. The disposal of waste paper, such as incorrect printouts of work lists, proofs or damaged advertising material, must be guaranteed in accordance with the data protection requirements stated in § 11 BDSG and carried out as part of the Company's own file destruction procedures and/or by a contractor who has been commissioned under a written contract.
10. If a deduplication using third party consumer data is undertaken, the Company is obliged to use the current DDV Robinson list (currently updated on a quarterly basis); (the sole exception: the commercial principal guarantees in writing that the List Owner(s) has/have waived its use in writing).
11. It must be possible to track the processing of every file in detail via a report. If a deduplication using third party data is undertaken according to instructions, a report with the following content must be produced (**DDV standard billing report**). The reports must contain the production date, the job name, the list name, plus the following details for each file:

Number of records supplied

./.	data deletions arising from a postal check and other corrections
=	gross quantity for deduplication (deduplication input)
./.	data eliminated in deduplication
=	net quantity after deduplication (deduplication output)
./.	reduction as instructed by the commercial principal
=	used quantity

12. The Company acknowledges the responsibility of the individual Data Owners under data protection legislation, and declares itself willing to allow the Data Protection Officer of the Data Owner in question to check that their data is being properly processed for the purposes of data protection legislation in situ upon request.
13. The Company shall be liable towards the Data Owners for all losses caused through the deliberate or grossly negligent breach of its own duties arising out of this agreement. The Data Owners must insert seed names in the individual databases, for checking purposes and for protection against use in breach of contract. Presentation of a seed name, which is clearly assigned to the database that has been supplied for processing solely under this contract, shall suffice as evidence of unauthorised use. The Data Owner shall bear the burden of proof. It is agreed that a contractual penalty of 10 times the invoice amount of the gross database in question shall be payable for each instance of unauthorised use. This does not exclude the possibility of further damages claims.
14. The DDV-LoC must be filed with the DDV. The Company will provide copies of this DDV-LoC to the commercial principal, Data Owner, list broker etc. upon request.
15. This Declaration shall apply until it is revoked; notice of revocation must be sent by registered post to DDV, Deutscher Dialogmarketing Verband e.V., Hasengartenstraße 14, 65189 Wiesbaden. Failing with, this DDV-LoC shall be deemed to be valid.

In signing below, we additionally confirm that the above text matches the text version of the DDV-LoC (Version: 08.12.2008) prescribed by DDV.

Place/Date

First name, surname in legible form

Company Stamp

Legally binding signature