

General Terms and Conditions for XING Marketing Solutions

Introduction

These terms and conditions apply to quotations from XING Marketing Solutions, a New Work SE division, for advertising options XING provides in the form of dedicated products. Here, part I of these terms and conditions apply to all XING Marketing Solutions services, while part II covers advertising options and part III includes regulations under data protection law which may arise from said options and services.

PART I - General provisions

1. Applicability of these terms and conditions

1. These terms and conditions only apply to companies as defined in Section 14 of the German Social Code (BGB), to legal persons under public law or special funds under public law. They apply both to the contractual relationship of which they form an integral part, and to any and all future business relations, irrespective of whether explicit reference is made to any other business relations.
2. Even with our knowledge thereof, any terms and conditions of business on the part of the Customer which deviate from, contradict or supplement the terms and conditions set out here do not form an integral part of this contract unless we agree to them explicitly. These terms and conditions also apply if we render the service without reservation despite our knowledge of conditions on the part of the Customer which deviate from, contradict or supplement our own.

2. Conclusion of contract

1. Our quotations are non-binding. By accepting a quotation, the Customer provides a legally binding declaration of its intent to use the services offered. We are entitled to accept the quotation signed by the Customer within one week of receipt. Acceptance can be declared explicitly or by starting to process the order.
2. Only the information and specifications set out in our quotation constitute warranted services to be rendered within the scope of the contract. Any statements, claims or promotions made in the public domain which deviate from the terms of our quotation do not form a constituent part of the contract or service to be rendered.

3. Fees and billing

1. The agreed fees are due for our services. All fees are net in euros and subject to statutory VAT.
2. Unless agreed otherwise, our fees will be billed upon performance of service.
3. Reasonable dunning fees will be added to every dunning letter sent to the customer due to default of payment. Should the Customer default on its payment, we are entitled to charge a flat fee for each invoice pursuant to Section 288(5) of the BGB. This does not affect our entitlement to assert any other claims for damages due to default of payment.

4. Contract term, termination

1. The contract term is based on the respective order.
2. The right to termination for cause remains unaffected.
3. A party may serve termination for cause for the following reasons:
 1. If the other party breaches major contractual duties where said breach is not rectified despite the contracting party having been served a warning and reasonable deadline. If a warning and deadline are not necessary as the circumstances are unreasonable;
 2. If the Customer breaches the duties incumbent upon it in sections 13 and 14, thus rendering it

- unreasonable for us to continue working with it;
3. If the Customer defaults payment by more than 60 days for an amount exceeding 5,000 euros;
 4. If the Customer files for bankruptcy, bankruptcy proceedings are initiated, and rejection of the opening of bankruptcy proceedings due to a lack of assets on the part of the Customer;
4. Terminations must be submitted in writing. Text form is sufficient if the contract was concluded online.

5. Liability

1. We are liable without limitation in the event of intent and gross negligence.
2. In the event of slight negligence of material contractual duties, our liability will be limited to foreseeable damages typical for this type of contract. Material contractual duties are an abstract description of those obligations whose fulfilment is indispensable for the proper implementation of a contract and on whose fulfilment the Customer can usually rely. The period of limitation is one year.
3. Section 5(2) does not apply to damage claims for harm to life and limb, in the event of fraudulent acts, in case of assumption of a guarantee, or for claims arising from the German Product Liability Act (ProdHaftG).
4. For the remainder, liability is excluded, irrespective of legal grounds.

6. Warranty claims

1. Upon commencement of contract performance or campaign launch, the Customer will verify the published advertising assets or our advertising activity without undue delay and submit any errors or defects to us in writing. Obvious defects must be reported within three working days based on the Customer's location. Once discovered, hidden defects must be reported within the same deadline. For the remainder, the Customer is subject to the duties set out in Section 377 of the German Commercial Code (HGB).
2. We are entitled to choose the type of remedy within the scope provided for by German law.
3. The period of limitation for warranty claims is one year. This does not apply to warranty claims for intent, gross negligence, harm to life and limb, in case of assumption of a guarantee, or for claims arising from the ProdHaftG.

7. Using the Customer as a reference and for market research purposes

1. The Customer permits us to use, to a reasonable and appropriate extent, our advertising activities and services on behalf of the Customer as a reference for our own promotional purposes (particularly on our website). The Customer must inform us if it does not want us to do this.
2. In order to evaluate the effectiveness of the advertising options we offer, including their reach and intended target audiences, we are permitted to forward the data we collect for the Customer in connection with our advertising services to third parties. This data does not include personal data for which we are not the controller under EU privacy law. We are also permitted to use the data derived thus for our own business activities and promotional purposes. This includes, in particular, the Customer's company, the advertised product, the ad format, placement, ad impressions and gross advertising revenue.

8. General provisions

1. At the time of concluding the contract, the parties to the agreement have not entered into any deviating oral agreements which have not been set out in writing. Any previous agreements the parties reached about the subject matter of the contract are hereby invalid.
2. Should any of these terms and conditions be or become invalid or unenforceable, in whole or in part, or should a necessary provision not be provided for here, this does not affect the validity and enforceability of the remaining provisions of this contract.
3. A contracting party is only permitted to exercise its right of retention or right to offset if the underlying counterclaim is legally valid or undisputed.
4. The rights and duties arising in connection with this contract or the entire contract may only be assigned to a third party with the express permission of the other contracting party. Permission may not be refused unfairly.
5. This contract is governed exclusively by the laws of the Federal Republic of Germany to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG). International private law does not apply unless it is indispensable.
6. The place of performance and delivery is Hamburg, Germany.
7. Hamburg, Germany, is the sole place of jurisdiction over any and all disputes arising in connection with this agreement. We are permitted, however, to take legal action at the Customer's general place of jurisdiction.

PART II - Provisions governing advertising options

9. Applicability of part II and conclusion of contract

1. Part II of these terms and conditions applies in addition to part I and covers contracts governing advertising options in the form of products provided by XING.
2. The minimum booking value of an order depends on the respective advertising asset (e.g. video ad) and has a net total amount of at least 5,000 euros following any and all discounts and agency commissions. Bookings via the XING AdManager self-booking tool are excluded from the preceding stipulation.
3. If our principal is an agency, it is then a Customer for the purposes of these terms and conditions of business and concludes the contract with us in its own name and on its own account. In this case, there is no direct contractual relationship between us and the advertiser. Should the agency not act in its own name, but on behalf of the advertiser, and should it intend to conclude a contract with us in the advertiser's name and on the advertiser's account, it must make this clear to us before conclusion of a contract and provide us with all of the information needed to identify the advertiser as the contracting party. We are entitled to demand the agency furnish proof of authorisation to represent an agency.

10. Definitions

1. 'Advertising activities' refers to the services rendered on behalf of the customer which are subject to these General Terms and Conditions of Sale, in particular services performed to present and disseminate the Customer's advertising assets.
2. 'Advertising assets' refers to images, videos, animations, text, moving images (e.g. in banners) or other forms of advertising which, when clicked on, direct users to a website defined by the Customer or enable some other form of interaction.

11. Use of advertising services by the Customer

1. If the Customer is granted the right to use agreed advertising services during a given period of time, the Customer must meet its campaign duties (e.g. provision of advertising assets and links) in good time so as to enable us to perform the contract properly within the remaining time available.
2. If we enter into an agreement whereby the Customer can use advertising services without specifying a specific period of performance, the contract must be fulfilled within one year of conclusion.

12. Our contractual duties

1. We post and deliver advertising assets as agreed with and subject to approval by the Customer, subject to the agreements reached in the order, for the agreed number and type of advertising assets using the agreed advertising options.
2. Unless expressly agreed, we do not grant the Customer any exclusion of competition.
3. In the event of force majeure, we are exempt from our duty to perform. This includes, in particular, technical system faults that do not fall within our contractual remit as well as administrative or court orders. In such cases, the advertising activity is to be delivered at a later time to be agreed with the Customer, provided this is reasonable for the parties.

13. Customer duties, advertising assets

1. The Customer is obliged to support our efforts to the extent required. It will, in particular, meet all of the technical requirements incumbent upon it to ensure proper fulfilment of the contract, and it will do this without charge. The Customer will, at our request, supply all of the documentation, information and data it has available that we require to render the contracted services. For the duration of the contract, the Customer will appoint a knowledgeable contact person with the required expertise.
2. The Customer's advertising assets must meet the agreed technical requirements. If there is no corresponding agreement in place, our technical specifications for advertising assets will apply. These technical specifications will be provided upon request.
3. Unless agreed otherwise, the Customer's advertising assets and any other content it needs to supply for advertising activities must be sent to cs.marketingsolutions@xing.com in the agreed format (JPG, etc.) by the

following deadline:

1. Five working days before campaign launch for video advertising;
2. Four weeks before campaign launch for marketing activities such as sponsored mailings and sponsored articles;
4. If, for the purpose of an advertising activity, the Customer's advertising assets are to be dynamically integrated by IT systems we do not operate, we must be informed thereof at least five working days prior to commencement of use of said IT systems. Any significant change to this requires our consent, which we will not withhold unless there is a justified reason for doing so, such as a breach of section 14.
5. If the Customer fails to comply with the above deadlines, we will commence delivery of the advertising asset within a reasonable period of time following receipt, provided the necessary resources, especially advertising space, are available at the agreed terms.
6. In the event of delayed (section 13(3)) or non-delivery (section 13(7)) of advertising assets, or if the Customer fails to provide approval for reasons beyond our control, it is no longer possible to ensure proper fulfilment of the campaign, and the campaign is not eligible for reimbursement by way of a credit note. If advertising assets are delivered late not at all, the Customer is obliged to pay the full order value. This also applies if assets are not delivered in full.
7. Non-delivery of advertising assets is when the Customer fails to supply advertising assets six months after the agreed delivery date.
8. We do not check the advertising assets supplied by the Customer for legal compliance or for compliance with the terms set out in this contract unless there are any obvious breaches. We therefore reserve the right to raise legal, technical or other objections to advertising assets, also retrospectively.
9. The Customer transfers to us any and all rights pertaining to the advertising assets it supplies us, and to any services provided for performance which we require to fulfil the agreement. This includes, in particular, the right to use, save, edit, expand, disseminate, duplicate and publicise advertising assets, and to transfer advertising assets to other data media, to reproduce advertising assets as images and audio, or to otherwise modify them. Said rights are transferred without any limitation of territory and entitle us to conduct advertising activities using all known technical methods and via all known forms of online advertising and in-app advertising.
10. For backup purposes, the Customer must make its own copies of the advertising assets etc. it supplies us.
11. If the Customer requests an amendment or replacement of advertising assets after delivering them, it must then reimburse us for the time and effort required to do so at typical, at the very least reasonable, rates for such services.
12. If an advertising activity is to include a link to other websites we do not operate, we must be informed thereof before the campaign launch. We are entitled to reject a campaign launch if these websites infringe upon third-party rights or laws, or if the German Advertising Standards Council initiates a complaints procedure.
13. We do not archive advertising assets for the Customer.
14. Any agreed due dates and deadlines will be extended by the length of time by which the Customer neglects its duty of cooperation despite being warned thereof, or if it is responsible for the delay in any other way, in turn preventing us from rendering our services. When we demand cooperation, a warning is unnecessary if we already set a reasonable deadline or agreed a delivery date.
15. The Customer will inform us without undue delay of any faults or defects to our service. When doing so, the Customer will describe the fault or defect as accurately as possible based on the information available and expedient to rectifying the situation. Should the Customer not be in a reasonable position to provide us with this information, it is of no consequence to our duty to perform.
16. The Customer warrants that
 1. it holds the rights to all the advertising assets it sends us, as well as the rights to all other content and to linked landing pages which are necessary to fulfil the contract, and that said advertising assets and content do not break the law or infringe upon third-party rights;
 2. contract performance does not infringe upon any other third-party rights or laws for reasons beyond our control;
 3. the advertising asset or advertising activity is not expedient to damaging XING's positive image provided the circumstances in question were not known prior to the campaign launch;
 4. the advertising asset or advertising activity is not expedient to misleading or deceiving customers and users of XING's products and services as a result of the content of its advertising activity, the products and services promoted, or the identity of the advertiser or provider of the product and/or service;
 5. the advertising asset or advertising activity is not used to influence public opinion (fake news) and that anyone who reacts to the advertising asset is not redirected to websites or offers containing such information;
17. In the event of advertising assets that are not readily identifiable as advertising, the Customer will add a term to explicitly denote that the content is advertising. Should the Customer fail to do so, we are authorised to add such a term prior to the campaign launch.
18. The Customer will hold us harmless and indemnify us against any and all justified third-party claims as well as any fines, penalties or sanctions imposed upon us due to a culpable breach of duties incumbent upon the customer as provided for in Section 13. Our entitlement to indemnification also includes adequate fees for legal consultations and representation. The Customer is obliged to support us free of charge, in good faith and to the best of its abilities, in defending against third-party claims and in our legal defence against third-party claims.

14. Technical requirements, data protection

1. The Customer needs to conclude an agreement with us if it intends to use its own or third-party ad servers or other technical systems to perform the advertising activity. The Customer must ensure that the systems it uses are fully compatible with the systems we use. At the Customer's request, we will provide the customer with the corresponding requirements and specifications.
2. Advertising assets and other content the Customer serves or has us serve in connection with advertising activities, and linked landing pages in its advertising assets must be free of viruses and other malware. The Customer will use state-of-the-art protective measures to ensure that the end devices of people who receive its advertising assets or who visit its landing pages will not be damaged or otherwise subject to attack by viruses or other malware.
3. Unless agreed otherwise, we render our services as the controller or joint controller under EU privacy law, not as the processor on the Customer's behalf.
4. If the Customer would like to use the advertising activity we carry out to process the advertising recipients' personal data within a scope for which we are responsible under data protection law, such as serving a cookie and/or tracking pixels together with the advertising asset on a website we operate, the customer must comply with data protection law and obtain our consent before doing so. To this end, the Customer must inform us at least one month before commencement of such data processing what kind of personal data it would like to process, to what end, and on what legal grounds. It must furnish us with all other information it has available which we deem necessary to be able to comply with data protection requirements and law.
5. In particular, we are entitled to withhold our consent for processing as described in 14(4) if we consider the Customer's planned processing to be in breach of data protection law, or if we do not have all of the information available we deem necessary to be able to judge whether said processing complies with data protection law.
6. If required to ensure permissibility of processing as described in 14(4), the parties will conclude a data processing agreement in line with our requirements as required by section 28 GDPR. Should the parties jointly determine the purposes and means of processing, the parties will be bound by the regulations set out in the agreement on shared responsibility under data protection law when using XING pixel tracking (part III) as defined by Article 26 GDPR.
7. If, following our review, the Customer's planned processing is only permissible if we provide those affected with opt-in or opt-out options and/or amend our privacy policy correspondingly, we are permitted to make our consent as described in 7(4) contingent upon the Customer reimbursing us the expenses we incur by doing so. If we hold the view that the incurred expense is unreasonable, we can refuse to provide our consent as described in 14(4).
8. The Customer will hold us harmless and indemnify us against any and all justified third-party claims as well as any fines, penalties or sanctions imposed upon us due to a culpable breach of duties incumbent upon the customer as provided for in section 14. Our entitlement to indemnification also includes adequate fees for legal consultations and representation. The Customer is obliged to support us free of charge, in good faith and to the best of its abilities, in defending against third-party claims and in our legal defence against third-party claims.

15. Fees and billing

1. Billing of our services will be based on reports generated by the systems we use, particularly our ad server. For the duration of the campaign, the report will be e-mailed to the Customer or made available to the Customer via its dashboard in the AdManager self-booking tool. Any complaints the Customer has regarding the accuracy of the report must be lodged within three working days of the customer becoming aware of this, at the latest within two weeks of receiving the final report. Our reports will be deemed accurate and approved if no complaints are lodged by the required deadline.
2. In the event of section 13(6 and 7), billing will be based on the order and not on a report.
3. We offer agencies 15% commission on revenues for booking XING advertising inventory in the name of the Customer or on its own account.

16. Right to refuse performance

1. As well as circumstances governed by law, we are entitled to refuse or suspend performance of our services in the following cases:
 1. if the Customer breaches its duties as set out in sections 13 and 14;
 2. if the German Advertising Standards Council initiates a complaints procedure against the advertising activity;
 3. if, following conclusion of contract, there are grounds of a content, origin or technical nature we deem unreasonable for us to perform the advertising activity;
2. We will inform the Customer without undue delay if we (intend to) block its advertising asset. We must provide

a reason for doing so and offer the Customer an opportunity to respond with a reasonable deadline. If we cannot be reasonably expected to wait any longer, we are entitled to block advertising assets immediately.

3. If we refuse to continue posting an advertising asset for the aforementioned reasons, our remuneration entitlement will be reduced by the saved expenditure if sustained contract performance is unreasonable and we therefore reject it. Otherwise, the Customer is obliged to restore without undue delay a state that is in accordance with the contract, in particular to provide an advertising asset in line with the contract.

17. Contract term, termination

Aside from the general provisions, the Customer may not cancel orders for advertising activities, i.e. 100% of the agreed fee will be due. In individual cases, the services (individual ads) may be shifted to a different format or postponed to a subsequent quarter. This does not affect the Customer's payment obligation.

PART III - Agreement on shared responsibility under data protection law when using XING pixel tracking

1. Object of the agreement

1. The contractual relationship ("Main Contract"), establishes shared processing of personal data within Marketing Solutions advertising options and services. The precise scope of services is based on the Main Contract. The parties agree that, with respect to this collaboration in the company account in the sense of Article 4 (7) GDPR, they jointly determine the purposes and means of processing and that in this respect there is shared responsibility.
2. This Contract represents the agreement between the shared controllers as defined by Article 26 GDPR, between the parties. In this Contract, regulations are implemented as to who fulfils which obligations under the GDPR in connection with shared processing of personal data.
3. For data processing instances for which there is no shared determination of the purposes and means, each contractual party is the independent controller in the sense of Article 4 (7) GDPR. This applies in particular to any data processing outside the Marketing Solutions sphere, in particular the Customer's websites. This Contract does not apply for these instances of data processing.

2. Description of data processing

1. The purpose, type and scope of processing of personal data arise from Section 1 as well as the Main Contract concluded between the parties and in that respect where applicable additionally included contractual regulations.
2. The type of data as well as the categories of data subjects can be found in **Annex 1** to this contract.

3. Responsibilities for processing steps/phases

1. In **Annex 2** to this Contract, the parties have described the processing steps that are subject to shared responsibility, and assigned the respective responsibilities. If no disclosure is provided and the Contract also does not assign any other responsibilities, it must be assumed that both parties are equally responsible for the processing of the respective data type(s).
2. In **Annex 2**, the parties have furthermore determined responsibilities for the processing and implementation of measures that must be implemented for reasons of the exercising of data subject rights arising from Articles 15 to 21 GDPR, as well as in terms of certain additional requirements of the GDPR. If no disclosure is provided and the Contract also does not assign any other responsibilities, it must be assumed that both parties are equally responsible.
3. Regardless of the regulations in Paragraphs 1 and 2, the parties agree that the data subjects may contact either party for the purpose of exercising data subject rights that are due to them in each case. In such a case, the respective other party is obliged to immediately forward a data subject's request to the party responsible in accordance with **Annex 2** of this Contract. The parties will mutually appoint contact addresses for this purpose and provide notification of any change immediately in text form.

4. Implementation of data subject rights

1. Each party is obliged to fulfil the information obligations arising from Articles 12 to 14 GDPR and Article 26 (2.2) GDPR with respect to the data subjects in as far as the respective party is responsible for the processing step(s) as per Section 3 of this Agreement. The parties shall ensure that this information is available online and shall, on request, mutually provide the web addresses at which the respective information can be accessed.
2. Data subjects must be provided with the required information in a precise, transparent, understandable, and easily accessible form, in clear and simple language, free of charge.

5. Data security

1. New Work SE is solely responsible for implementation of the technical and organisational measures required in accordance with Article 32 GDPR with respect to the security of covered products and services for which there is shared responsibility in the sense of Article 26 GDPR. New Work SE shall implement the measures to be taken at its own discretion. The Customer will receive a description of these technical and organisational measures on request. New Work SE can adapt the technical and organisational measures at any time at its own discretion and without separate notification, in as far as the resulting changes cause no falling short of the respective legal specifications for data security.
2. The Customer bears sole responsibility in terms of correct technical implementation and configuration of the covered products for which there is shared responsibility in the sense of Article 26 GDPR.

6. Notification obligations in the event of data protection breaches

(1) New Work SE is responsible for review and processing of all breaches of the protection of personal data as defined by Article 4 (12) GDPR (Personal data breach), including the fulfilment of any and all therefore existing obligations to report to the responsible supervisory authority in accordance with Article 33 GDPR or to data subjects in accordance with Article 34 GDPR, which occur with respect to the covered products (advertising options) and services for which there is shared responsibility in the sense of Article 26 GDPR. The Customer is accordingly responsible for data protection breaches that occur with respect to the correct technical implementation and configuration of the covered products and services for which there is shared responsibility in the sense of Article 26 GDPR.

(2) If the responsible party notifies a data protection breach to the responsible supervisory authority or to the data subject, that party shall then inform the other party immediately. If needed and at the request of the responsible party, the parties shall mutually support each other in the fulfilment of reporting obligations and shall immediately mutually provide all information in connection with the data protection breach as is needed to review the data protection breach and its consequences, as well as for the fulfilment of any reporting obligations in accordance with Articles 33 and 34 GDPR.

7. Shared obligations

Both parties must inform each other immediately and in full if errors or irregularities in data processing or breaches of provisions of this Contract or applicable data protection law (in particular the GDPR) are identified.

8. Collaboration with supervisory authorities

1. Each party is obliged to immediately inform the respective other party if a supervisory authority for data protection contacts it in the context of this Contract, the collaboration, or data processing, and in as far as this specifically refers to the processing of personal data that are processed jointly by the parties. However, New Work SE is explicitly not obliged to inform the Customer if a supervisory authority for data protection contacts New Work SE generally with respect to the covered products and services for which shared responsibility exists in the sense of Article 26 GDPR in accordance with this Contract, and/or if the request does not directly concern this Contract.
2. In as far as possible, the parties shall mutually consult before any requests from responsible supervisory authorities for data protection are followed and/or information in connection with this Contract, the collaboration, or data processing is shared with responsible supervisory authorities for data protection. This does not apply in cases of Paragraph 1 Sentence 2.

9. Liability

1. The parties are liable to the data subjects in accordance with the legal stipulations.
2. In their interior relationship, the parties release each other from any liability if the cause triggering liability is solely the responsibility of one party in the framework of responsibility in accordance with Section 3 of this Agreement. This also applies with respect to any fine imposed against a party due to a breach of data protection specifications, with the stipulation that the party to which the fine is assigned must initially have exhausted legal remedy against the decision concerning the fine.

10. Closing provisions

1. The regulations of the Main Contract apply for the duration and termination of the Contract. In the case of contradictions between this Contract and other agreements between the parties, in particular the Main Contract, the regulations of this Contract shall take precedence.
2. Should individual provisions in this Contract be or become ineffective or contain a gap, the remaining provisions shall remain unaffected by this. In the place of the ineffective regulation, the parties commit to agreeing a legally permissible regulation that comes as close as possible to the purpose of the ineffective regulation and that best fulfils the requirements of Article 26 GDPR.
3. German law including the GDPR applies.

Annex 1 to the agreement on shared responsibility under data protection law

Categories of data subject

Group of persons who are the subject of data processing:

- XING users

Type(s) of personal data

The following data types are regularly the object of processing:

1. With respect to XING users, other users of the XING website
 - User ID, xing_delivery-ID data (e.g. name, contact details, date of birth, etc.)

Annex 2 to the agreement on shared responsibility under data protection law

Primary responsibility in the framework of shared responsibility

1	<p>Integration of JavaScripts</p> <p>conversion_add_to_cart</p> <p>conversion_apply_jobs</p> <p>conversion_leads</p> <p>conversion_page_views</p> <p>conversion_purchases</p> <p>conversion_signups</p> <p>conversion_submit_applications</p> <p>conversion_view_contents</p> <p>Processing on the Customer's website to enable collection of XING user conversion data.</p>	Customer	
2	<p>Collection and processing of conversion data by listing/counting confirmed tracking pixels (XING delivery IDs, e.g. ? xing_delivery_id=12345)</p>	New Work SE	
3	<p>Provision of insights: generation and provision of analysis results from collected and processed conversion data</p>	New Work SE	

Responsibility in terms of exercising data subject rights and certain additional requirements arising from the GDPR

Data subject right/ requirement	New Work SE	Customer	
Article 6: Requirement for a legal basis for shared processing	<p>New Work SE with respect to its area of responsibility</p> <p>The Customer with respect to its area of responsibility</p>		
Information obligations arising from Articles 13 and 14 GDPR	X	<p>X</p> <p>(plus information specified and permanently integrated by New Work SE concerning shared responsibility as well as with respect to New Work SE's area of responsibility.)</p>	P

Right of access by the data subject (Article 15 GDPR),	New Work SE with respect to its area of responsibility The Customer with respect to its area of responsibility	
Right to rectification (Article 16 GDPR),	New Work SE with respect to its area of responsibility The Customer with respect to its area of responsibility	
Right to erasure (“Right to be forgotten”) (Article 17 GDPR),	New Work SE with respect to its area of responsibility The Customer with respect to its area of responsibility	
Right to restriction of processing (Article 18 GDPR)	New Work SE with respect to its area of responsibility The Customer with respect to its area of responsibility	
Right to data portability (Article 20 GDPR),	New Work SE with respect to its area of responsibility The Customer with respect to its area of responsibility	
Right(s) to object (Article 21 GDPR),	New Work SE with respect to its area of responsibility The Customer with respect to its area of responsibility	
Right to obtain human intervention, to express a person’s own point of view, and to contest a decision in the event of automated decision-making in an individual case with legal/restrictive effect (Article 22 (3) GDPR).	X	
Creation of the documentation for the <i>record of processing activities</i> in accordance with Article 30 (1) GDPR,	New Work SE with respect to its area of responsibility The Customer with respect to its area of responsibility	

Implementation of <i>Privacy by Design</i> (Article 25 GDPR) and/or <i>Risk assessment</i> for processing	X		
Performance of a <i>data protection impact assessment</i> in accordance with Article 35 et seq. GDPR	If a data protection impact assessment is required in accordance with Section 35 GDPR, the parties shall mutually support one another to a reasonable extent.		