

Obligation to Confidentiality and Compliance with Data Protection Requirements Under the EU General Data Protection Regulation (GDPR)

Ms./Mr. _____

undertakes not to process personal data without authorization. Personal data may only be processed if consent has been given or if a legal regulation permits or prescribes the processing. The principles of the GDPR for the processing of personal data must be observed; they are laid down in Art. 5 para. 1 GDPR and essentially contain the following obligations:

Personal data must be

- 1) processed in a lawful and fair manner that is understandable to the data subject ("lawfulness, fairness, and transparency");
- 2) collected for specified, explicit and legitimate purposes only and not be further processed in a manner that is incompatible with those purposes ("purpose limitation");
- 3) adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed ("data minimization");
- 4) accurate and, where necessary, kept up to date; every reasonable step must be taken to ensure that personal data that are inaccurate, having regard to the purposes for which they are processed, are erased or rectified without delay ("accuracy");
- 5) kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed ("storage limitation");
- 6) processed in a manner that ensures appropriate security of the personal data, including protection against unauthorized or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organizational measures ('integrity and confidentiality').

Thus personal data may only be processed on instructions from the controller. In addition to individual instructions from superiors, the following documents contain valid instructions: Process descriptions, flow charts, service agreements, general instructions as well as operational documentation and manuals.

Violations of this obligation may constitute a breach of employment contract obligations or special confidentiality obligations. (Civil) claims for damages may also arise from culpable breaches of this obligation. This declaration shall not affect your obligation to maintain confidentiality arising from your employment or service contract or separate agreements.

The obligation shall continue to apply even after termination of the activity and/or the employment relationship.

I declare to comply with this obligation. I have received a copy of this statement of obligation.

Location, Date

Signature of the Employee

Signature of the Employer