

Commitment to the Data Security within the Schaeffler Group in relation to “protection of person related data”

Surname, first name: _____

All employees within the Schaeffler that are employed in the processing of person related data, respectively employed in the data processing department, are obliged to process, pass on or make available or otherwise use these data only for the fulfilment of the respective tasks.

They are obliged to protect person related data from malicious use. In particular, the capturing and storage of data that are not required for any purpose, is not permitted.

The employee declares:

1. I commit myself to protect the data security irrespective of other obligations to keep secrets.
2. the commitment encompasses the following points:
 - a. All data and programmes may only be stored, processed and issued as instructed by the competent authorities.
 - b. Data, programmes and other information may not be prepared or copied for any other purpose than the business use.
 - c. It is forbidden to forge data or programmes, produce spurious data or programmes as well as use data and programmes that are known to be spurious or forged.
 - d. Passing on personal data to third parties is permitted, if the recipient is authorised to have knowledge of the data as a result of a law.
3. Incidents where misuse of data is suspected, must be notified to the Regional HR Manager of Schaeffler South East Asia immediately.
4. The data protection relates to all data that relate to persons. Upon a data file containing any indication in respect of a person (i.e. staff, customer) e.g. name or number, the data protection regulations have to be observed, provided the affected person can definitely be determined. Simple identification data, e.g. code numbers of staff, car registration number, user-ID or address are also considered data that relate to persons.
5. Only authorised personnel, i.e. competent authorities and/or persons are allowed to do the processing of person related data, in particular to passing on to third parties (= outsiders and other related companies).
6. Accessing stored data is only permitted to a certain extend and for a duration to permit the given task to be performed. It is not permitted, for reasons of simplicity to permit others to work using your own identification and password.
7. All transaction relating to persons are to be filed in a safe place.
8. The plants and equipment are to be secured against theft and unauthorised access or manipulation. As far as confidential data/programmes are in process, adequate security measures are to be put in place:

- a. To secure the equipment against unauthorised use e.g. by locking the room, removal of the exchange data carrier and the secure storing of the latter.
 - b. Erasing of data from exchange data carriers made available respectively controlled deletion if this cannot be used any more, respectively the deletion of data fields in the hard disc by re formatting.
 - c. Person related data on mobile equipment, e.g. Laptops or mobile phones may only be captured for use on the particular equipment and for the specific task to be performed and are to be secured as required.
 - d. Person related data may not be sent by fax machines and e-mails.
 - e. When processing individual data, the individual is responsible for the correct handling of data and equipment.
9. Documents with person related data may only be copied and distributed in a sealed envelope as far as it is required for the particular situation. When processing person related procedures, confidentiality is to be observed.
10. You are to close the person related procedures when leaving the work place; "spectators" and "listeners" are not tolerated.

Whoever abuses the trust, contravenes the obligations laid down in the employment contract and will have to face disciplinary or other legal consequences.

Acknowledgement

I have taken note of the information regarding the data protection and data security of the Schaeffler group. I shall observe them during my employment.

The code of secrecy continues to be valid after the termination of the employment.

Understood and Agreed by

Name: _____

Date: _____