

**ANNEX NO. 2 TO EACH TRANSPORT ORDER-CONTRACT
PERSONAL DATA PROCESSING AGREEMENT**

ART. 1. PRELIMINARY ASPECTS

The documents/data specified in the document titled "REQUEST FOR TRANSMISSION OF THE NECESSARY DOCUMENTS/DATA FOR CONDUCTING COMMERCIAL RELATIONS AND CONSENT FOR PERSONAL DATA PROCESSING IN THE PRECONTRACTUAL STAGE (PRIOR TO THE CONCLUSION OF THE CONTRACT-TRANSPORT ORDER)" under Art. 1.1 and transmitted to the BENEFICIARY by the CARRIER are necessary for the conclusion of the TRANSPORT ORDER-CONTRACT, as well as thereafter:

A. Primarily:

a) For the purpose of concluding the TRANSPORT CONTRACT-ORDER and the execution, by the CARRIER, of the transport contracted by the parties;

a) For the proper execution by the CARRIER of the freight transport contracted by the parties;

a1) For the purpose of fulfilling the obligations (contractual and/or legal) of the parties concerning the contracted freight transport;

b) To ensure adequate legal protection for the BENEFICIARY of the TRANSPORT ORDER-CONTRACT (namely EURO TEAM GB SPEDITION S.R.L.) as well as for its client (and/or the sender/recipient of the goods) related to the freight transport contracted by the parties, primarily to prevent potential fraudulent carriers ("fake carriers").

B. Subsidiarily:

a) To address issues arising during the performance of the transport under the TRANSPORT ORDER-CONTRACT or after its completion (e.g., damage to the goods, delays in delivery, etc.);

b) To transmit communications/notifications regarding the TRANSPORT ORDER-CONTRACT, primarily (but not limited to) regarding the execution/non-execution of the TRANSPORT ORDER-CONTRACT or breaches of contractual obligations;

c) To transmit communications/notifications regarding the due date of invoices;

d) To collect debts/recover overdue debts;

e) To resolve disputes and litigations, enforce court decisions, etc.;

e1) To notify authorities/various institutions/the BENEFICIARY's client (and/or the sender/recipient of the goods) related to the freight transport contracted by the parties in case the CARRIER (or an agent, subcontractor, or representative of the CARRIER) commits an illegal act;

e2) To notify authorities/various institutions in case, after concluding the TRANSPORT ORDER-CONTRACT/during the execution of the transport/after completing the contracted transport, it is determined (by the BENEFICIARY of the TRANSPORT ORDER-CONTRACT—namely EURO TEAM GB SPEDITION S.R.L.—or its client (and/or the sender/recipient of the goods)) that the CARRIER falls into the category of "fake carriers."

1.2. Data related to the temporary location (GPS) of the CARRIER (specifically, the vehicle and the driver, or the subcontractor's vehicle and driver) and the BENEFICIARY's access to GPS data starting from the loading date (before the truck leaves the loading site) until the completion of the transport are necessary:

A. Primarily:

a) To identify the location of the goods throughout the transport contracted by the parties;

b) To minimize the risks of theft of the goods;

c) To ensure the proper execution, by the CARRIER, of the freight transport contracted by the parties;

c1) To fulfill the obligations (contractual and/or legal) of the parties concerning the contracted freight transport.

B. Subsidiarily:

a) To address issues arising during the transport under the TRANSPORT ORDER-CONTRACT or after its completion (e.g., damage to the goods, delays in delivery, etc.);

b) To notify authorities/various institutions/the BENEFICIARY's client (and/or the sender/recipient of the goods) related to the freight transport contracted by the parties in case the CARRIER (or an agent, subcontractor, or representative of the CARRIER) commits an illegal act;

c) To notify authorities/various institutions in case, after concluding the TRANSPORT ORDER-CONTRACT/during the execution of the transport/after completing the contracted transport, it is determined (by the BENEFICIARY of the TRANSPORT ORDER-CONTRACT—namely EURO TEAM GB SPEDITION S.R.L.—or its client (and/or the sender/recipient of the goods)) that the CARRIER falls into the category of "fake carriers";

d) To transmit communications/notifications regarding the TRANSPORT ORDER-CONTRACT, primarily (but not limited to) regarding the execution/non-execution of the TRANSPORT ORDER-CONTRACT or breaches of contractual obligations;

e) To resolve disputes and litigations.

1.3. This AGREEMENT REGARDING THE PROCESSING OF PERSONAL DATA represents ANNEX NO. 2 to the TRANSPORT ORDER-CONTRACT and constitutes an integral part thereof.

1.4. By concluding the TRANSPORT CONTRACT-ORDER in the manner described in Art. 7.1 of the TRANSPORT CONTRACT-ORDER (i.e., by signing and stamping the TRANSPORT CONTRACT-ORDER by the CARRIER, or by the partial or full execution of the transport requested by the BENEFICIARY, or by any act or deed indicating the CARRIER's intention to carry out transport services under the TRANSPORT CONTRACT-ORDER, such as the provision by the CARRIER to the BENEFICIARY of the vehicle number intended for the requested transport, or the full or partial provision of the documents/data requested by the BENEFICIARY), the CARRIER expressly declares that:

- a) It acknowledges and accepts that EURO TEAM GB SPEDITION S.R.L. will process its personal data (and that of its agents, subcontractors, and representatives) under the conditions set forth in this "**PERSONAL DATA PROCESSING AGREEMENT**" which represents ANNEX NO. 2 to the TRANSPORT ORDER-CONTRACT and constitutes an integral part thereof;
- b) It has informed its agents, representatives, and subcontractors, who are subject to the processing of personal data, about the categories of data to be processed and has obtained their consent in this regard;
- c) Both the CARRIER and its agents, representatives, and subcontractors have been informed by EURO TEAM GB SPEDITION S.R.L. about the purpose and legal basis for processing their personal data.

ART. 2. THE PARTIES

2.1. The PARTIES to this **PERSONAL DATA PROCESSING AGREEMENT** are hereinafter referred to as the "PARTY" or the "PARTIES," the "CARRIER," and the "BENEFICIARY," respectively.

2.2. The PARTIES to this **PERSONAL DATA PROCESSING AGREEMENT** are the "CARRIER" and the "BENEFICIARY" as identified in the TRANSPORT ORDER-CONTRACT.

2.3. The PARTIES are specified in "ART. 1. PARTIES TO THE TRANSPORT ORDER-CONTRACT" of the TRANSPORT ORDER-CONTRACT.

ART. 3. OBJECT OF THE AGREEMENT

3.1. The object of this Agreement is to establish the terms and conditions under which EURO TEAM GB SPEDITION S.R.L. will process the personal data of the CARRIER (and its agents, subcontractors, and representatives).

ART. 4. PURPOSE AND LEGAL BASIS FOR PROCESSING

4.1. Purpose of processing

4.1.1. PERSONAL DATA IS PROCESSED:

I. In relation to the documents/data specified in the document titled "*REQUEST FOR TRANSMISSION OF THE NECESSARY DOCUMENTS/DATA FOR CONDUCTING COMMERCIAL RELATIONS AND CONSENT FOR PERSONAL DATA PROCESSING IN THE PRECONTRACTUAL STAGE (PRIOR TO THE CONCLUSION OF THE CONTRACT-TRANSPORT ORDER)*" under Art. 1.1 and transmitted to the BENEFICIARY by the CARRIER:

A. Primarily:

- a) For the purpose of concluding the TRANSPORT CONTRACT-ORDER and enabling the CARRIER to execute the transport contracted by the parties;
- a) For the proper execution by the CARRIER of the freight transport contracted by the parties;
 - a1) For the fulfillment by the parties of their obligations (contractual and/or legal) related to the freight transport contracted by them;
- b) To ensure adequate legal protection for the BENEFICIARY of the TRANSPORT ORDER-CONTRACT (namely EURO TEAM GB SPEDITION S.R.L.) as well as its client (and/or the sender/recipient of the goods) concerning the freight transport contracted by the parties, primarily to prevent potential fraudulent carriers ("fake carriers").

B. Subsidiarily:

- a) To address issues arising during the performance of the transport under the TRANSPORT ORDER-CONTRACT or after its completion (e.g., damage to the goods, delays in delivery, etc.);
- b) To transmit communications/notifications regarding the TRANSPORT ORDER-CONTRACT, primarily (but not limited to) concerning the execution/non-execution of the TRANSPORT ORDER-CONTRACT or breaches of contractual obligations;
- c) To transmit communications/notifications regarding the due date of invoices;
- d) To collect debts/recover overdue debts;
- e) To resolve disputes and litigations, enforce court decisions, etc.;
 - e1) To notify authorities/various institutions/the BENEFICIARY's client (and/or the sender/recipient of the goods) concerning the freight transport contracted by the parties in case the CARRIER (or an agent, subcontractor, or representative of the CARRIER) commits an illegal act;
 - e2) To notify authorities/various institutions in case, after the conclusion of the TRANSPORT ORDER-CONTRACT/during the execution of the transport/after the completion of the transport contracted by the parties, it is determined (by the BENEFICIARY of the TRANSPORT ORDER-CONTRACT—namely EURO TEAM GB SPEDITION S.R.L.—or its client (and/or the sender/recipient of the goods)) that the CARRIER falls into the category of "fake carriers."

II. Regarding data related to the temporary location (GPS) of the CARRIER (specifically, the vehicle and driver or the subcontractor's vehicle and driver):

A. Primarily:

- a) To identify the location of the goods throughout the transport contracted by the parties;
- b) To minimize the risk of theft of the goods;
- c) To ensure the proper execution by the CARRIER of the freight transport contracted by the parties;
- c1) For the fulfillment by the parties of their obligations (contractual and/or legal) related to the freight transport contracted by them.

B. Subsidiarily:

- a) To address issues arising during the performance of the transport under the TRANSPORT ORDER-CONTRACT or after its completion (e.g., damage to the goods, delays in delivery, etc.);
- b) To notify authorities/various institutions/the BENEFICIARY's client (and/or the sender/recipient of the goods) concerning the freight transport contracted by the parties in case the CARRIER (or an agent, subcontractor, or representative of the CARRIER) commits an illegal act;
- c) To notify authorities/various institutions in case, after the conclusion of the TRANSPORT ORDER-CONTRACT/during the execution of the transport/after the completion of the transport contracted by the parties, it is determined (by the BENEFICIARY of the TRANSPORT ORDER-CONTRACT—namely EURO TEAM GB SPEDITION S.R.L—or its client (and/or the sender/recipient of the goods)) that the CARRIER falls into the category of "fake carriers";
- d) To transmit communications/notifications regarding the TRANSPORT ORDER-CONTRACT, primarily (but not limited to) concerning the execution/non-execution of the TRANSPORT ORDER-CONTRACT or breaches of contractual obligations;
- e) To resolve disputes and litigations.

4.2. Legal Basis for Processing

- a) The legal basis for processing is in accordance with:
 - a) Article 6(1)(b) of Regulation (EU) 2016/679, namely *"processing is necessary for the performance of a contract to which the data subject is a party or in order to take steps at the request of the data subject prior to entering into a contract."*
 - b) Article 6(1)(f) of Regulation (EU) 2016/679, namely *"processing is necessary for the purposes of the legitimate interests pursued by the controller or by a third party."*
 - c) Article 6(1)(c) of Regulation (EU) 2016/679, namely *"processing is necessary for compliance with a legal obligation to which the controller is subject."*

ART. 5. CATEGORIES OF PERSONAL DATA SUBJECT TO PROCESSING

5.1. The personal data to be processed by EURO TEAM GB SPEDITION S.R.L for the aforementioned purposes are as follows:

- Name;
- First name;
- Signature;
- Position;
- Phone number;
- Address;
- Email address;
- Personal identification number ;
- Identity card, passport, driving license;
- Temporary location (GPS).

5.2. EURO TEAM GB SPEDITION will process the personal data of:

- Employees of the CARRIER;
- Subcontractors of the CARRIER (if applicable);
- Representatives of the CARRIER.

ART. 6. VALIDITY

6.1. This Agreement becomes effective from the date of the conclusion of the TRANSPORT ORDER-CONTRACT, as specified in Art. 1.1, and will remain in force for a period of 5 years after its conclusion.

ART. 7. PROCESSING AND DISCLOSURE OF PERSONAL DATA

7.1. Personal data will be processed lawfully, fairly, and transparently concerning the CARRIER (and its agents, subcontractors, and representatives). In this case, the applicable provisions on the protection of personal data, including Regulation (EU) 2016/679, will be respected.

7.2. The personal data of the CARRIER (and its agents, subcontractors, and representatives) will be processed by EURO TEAM GB SPEDITION only for the purposes previously mentioned.

7.3. The persons within EURO TEAM GB SPEDITION S.R.L (employees of EURO TEAM GB SPEDITION S.R.L) who are entitled to access the personal data provided by the CARRIER are:

- The sales agent who concluded the TRANSPORT ORDER-CONTRACT;
- The dispatcher assigned to the sales agent who concluded the TRANSPORT ORDER-CONTRACT;
- The Team Leader of the sales agent who concluded the TRANSPORT ORDER-CONTRACT;
- The Sales Director;
- Staff from the financial-accounting department;
- Staff from the legal department;
- The legal representative of the company;
- The transport manager.

7.4. EURO TEAM GB SPEDITION S.R.L will disclose personal data to third parties (authorities, etc.) only as permitted under applicable legal provisions and this Agreement.

7.5. The parties agree that EURO TEAM GB SPEDITION S.R.L is entitled to disclose personal data to third parties (e.g., authorities/institutions, the client of the BENEFICIARY of the TRANSPORT CONTRACT-ORDER (and/or the sender/recipient of the goods) related to the freight transport contracted by the parties, etc.) only as provided in this Agreement and only to the extent necessary for:

- Concluding the TRANSPORT CONTRACT-ORDER and enabling the CARRIER to perform the transport contracted by the parties;
- Proper execution by the CARRIER of the freight transport contracted by the parties;
- Fulfillment by the parties of their obligations (contractual and/or legal) related to the freight transport contracted by the m;
- Resolving issues arising during the performance of the transport under the TRANSPORT ORDER-CONTRACT or after its completion (e.g., damage to the goods, delays in delivery, etc.);
- Resolving disputes and litigations, enforcing court decisions, etc.;
- Notifying authorities/institutions/the client of the BENEFICIARY of the TRANSPORT ORDER-CONTRACT (and/or the sender/recipient of the goods) related to the freight transport contracted by the parties in case the CARRIER (or an agent, subcontractor, or representative of the CARRIER) commits an illegal act;
- Notifying authorities/institutions in case, after the conclusion of the TRANSPORT ORDER-CONTRACT/during the performance of the transport/after the completion of the transport contracted by the parties, it is determined (by the BENEFICIARY of the TRANSPORT ORDER-CONTRACT—namely EURO TEAM GB SPEDITION S.R.L—or its client (and/or the sender/recipient of the goods)) that the CARRIER falls into the category of "fake carriers";
- Identifying the location of the goods throughout the transport contracted by the parties.

ART. 8. RIGHTS OF THE PARTIES

8.1. The rights of the parties are provided by Regulation (EU) 2016/679 on the protection of individuals regarding the processing of personal data and the free movement of such data.

ART. 9. SECURITY OF PERSONAL DATA

9.1. EURO TEAM GB SPEDITION S.R.L will implement appropriate technical and organizational security measures to protect the personal data of the CARRIER (and its agents, subcontractors, and representatives) against loss, destruction, alteration, unauthorized access, or other incidents concerning personal data.

9.2. EURO TEAM GB SPEDITION S.R.L must take appropriate technical and organizational measures to secure any electronic communication networks or services used for the transfer or transmission of personal data (including measures to ensure the confidentiality of communications and protection against unauthorized access to any computer or system, thereby guaranteeing the security of communications).

ART. 10. PERSONAL DATA SECURITY INCIDENTS AND NOTIFICATION REQUIREMENTS

10.1. EURO TEAM GB SPEDITION S.R.L will notify the CARRIER as soon as possible under the given circumstances and, in any case, within a maximum of 24 hours, regarding any accidental, unauthorized, or unlawful destruction, loss, alteration, or access to personal data (a Security Incident). The notification will include details of the security incident, the type of data affected, and the identity of each impacted individual (or, if not possible, the approximate number of individuals and records of personal data affected).

ART. 11. APPLICABLE LAW

11.1. This Agreement is governed by Romanian law.

11.2. The parties agree to make every effort to amicably resolve any dispute arising in connection with this Agreement. If the parties fail to resolve such disputes amicably, they will be settled by the competent courts of law.