

**CONSENT FOR PERSONAL DATA PROCESSING IN THE PRECONTRACTUAL STAGE (PRIOR TO THE CONCLUSION OF THE TRANSPORT ORDER CONTRACT)**

**ART. 1. PRELIMINARY ASPECTS**

**1.1.** 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 are required in the pre-contractual stage (prior to the conclusion of the TRANSPORT CONTRACT-ORDER):

**A. Primarily:**

a) To be verified according to the “*EURO TEAM GB SPEDITION S.R.L TRANSPORTER VERIFICATION PROCEDURE*” during the pre-contractual stage (prior to the conclusion of the TRANSPORT ORDER-CONTRACT) and to determine whether the CARRIER meets EURO TEAM GB SPEDITION S.R.L's requirements for conducting commercial relations under the TRANSPORT ORDER-CONTRACT between the CARRIER and EURO TEAM GB SPEDITION S.R.L;

a1) To carry out actions in order to conclude the TRANSPORT ORDER-CONTRACT;

b) To ensure adequate legal protection for EURO TEAM GB SPEDITION S.R.L, as well as for the client (and/or the sender/recipient of the goods) related to the freight transport for which the transport offer was issued, primarily to avoid potential fraudulent carriers “fake carriers” and to identify whether the driver and/or the contact person of the CARRIER is a real person and whether the data are valid and correspond to the CARRIER's contact person and/or driver.

**B. Subsidiarily:**

a) For the purpose of resolving disputes and litigations, enforcing court decisions, etc.;

b) For notifying authorities/various institutions if, upon verification of the documents specified in Art. 1.1 of 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)*”, the CARRIER falls into the category of “fake carriers.”

**1.2.** By receiving 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)*” and transmitting the documents specified under Art. 1.1 to EURO TEAM GB SPEDITION S.R.L, the CARRIER expressly declares that they acknowledge and accept that EURO TEAM GB SPEDITION S.R.L will process their personal data (and the data of their agents, subcontractors, and representatives) under the conditions set forth in this *CONSENT FOR PERSONAL DATA PROCESSING IN THE PRECONTRACTUAL STAGE (PRIOR TO THE CONCLUSION OF THE CONTRACT-TRANSPORT ORDER)*, version 1.0/08.11.2024, published on the EURO TEAM GB SPEDITION S.R.L website (<https://euroteamgb.com/termenii-si-conditiile-de-transport-pentru-furnizori>).

**1.3.** By transmitting the documents mentioned under Art. 1.1 of 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)*” the CARRIER CONSENTS TO THE PROCESSING OF THEIR PERSONAL DATA (AND THE DATA OF THEIR AGENTS, SUBCONTRACTORS, REPRESENTATIVES) BY EURO TEAM GB SPEDITION S.R.L.

**1.4.** THE CARRIER DECLARES THAT THEY HAVE INFORMED THEIR AGENTS, REPRESENTATIVES, AND SUBCONTRACTORS WHO ARE SUBJECT TO THE PROCESSING OF PERSONAL DATA ABOUT THE CATEGORY OF DOCUMENTS/DATA TO BE PROCESSED, AND THAT THEY HAVE GIVEN THEIR CONSENT TO THIS EFFECT.

**1.5.** BY TRANSMITTING THE DOCUMENTS MENTIONED UNDER ART. 1.1 OF 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)*”, THE CARRIER AND THEIR AGENTS, REPRESENTATIVES, AND SUBCONTRACTORS WHO ARE SUBJECT TO THE PROCESSING OF PERSONAL DATA DECLARE THAT THEY HAVE BEEN INFORMED BY EURO TEAM GB SPEDITION THAT THEIR PERSONAL DATA ARE PROCESSED:

**A. Primarily:**

a) To be verified according to the “*EURO TEAM GB SPEDITION S.R.L TRANSPORTER VERIFICATION PROCEDURE*” during the pre-contractual stage (prior to the conclusion of the TRANSPORT CONTRACT-ORDER) and to determine whether the CARRIER meets EURO TEAM GB SPEDITION S.R.L's requirements for conducting commercial relations under the TRANSPORT CONTRACT-ORDER between the CARRIER and EURO TEAM GB SPEDITION S.R.L;

a1) To carry out actions in order to conclude the TRANSPORT ORDER-CONTRACT;

b) To ensure adequate legal protection for EURO TEAM GB SPEDITION S.R.L, as well as for the client (and/or the sender/recipient of the goods) related to the freight transport for which the transport offer was issued, primarily to avoid potential

fraudulent carriers “fake carriers” and to identify whether the driver and/or the contact person of the CARRIER is a real person and whether the data are valid and correspond to the CARRIER’s contact person and/or driver.

**B. Subsidiarily:**

- a) For the purpose of resolving disputes and litigations, enforcing court decisions, etc.;
- b) For notifying authorities/various institutions if, upon verification of the documents specified in Art. 1.1 of 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)*”, the CARRIER falls into the category of “fake carriers.”

**1.6.** THE CARRIER understands and consents that if, following the verification of the above-mentioned documents/data (Art. 1.1 of the document titled “*REQUEST FOR THE TRANSMISSION OF DOCUMENTS/DATA NECESSARY FOR THE CONDUCT OF COMMERCIAL RELATIONS AND AGREEMENT FOR THE PROCESSING OF PERSONAL DATA IN THE PRE-CONTRACTUAL STAGE (PRIOR TO THE CONCLUSION OF THE TRANSPORT CONTRACT-ORDER)*”) according to the “*EURO TEAM GB SPEDITION S.R.L TRANSPORTER VERIFICATION PROCEDURE*”, EURO TEAM GB SPEDITION S.R.L determines that the CARRIER does not meet EURO TEAM GB SPEDITION S.R.L’s requirements, no commercial relations will be established between the parties, the transport order will not be concluded, and the CARRIER will be added to the “BLACK LIST.”

**ART. 2. THE PARTIES**

**2.1.** The PARTIES to this *CONSENT FOR PERSONAL DATA PROCESSING IN THE PRECONTRACTUAL STAGE (PRIOR TO THE CONCLUSION OF THE CONTRACT-TRANSPORT ORDER)* are hereinafter referred to as the “Party” or the “Parties,” “CARRIER” and “EURO TEAM GB SPEDITION S.R.L.” In this context, the “Carrier” represents the legal entity that receives and transmits (through an agent or representative) to EURO TEAM GB SPEDITION S.R.L the documents specified in Art. 1.1 of 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)*”.

**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.

**ART. 4. PURPOSE AND LEGAL BASIS FOR PROCESSING**

**4.1. Purpose of processing**

**4.1.1. PERSONAL DATA IS PROCESSED:**

**A. Primarily:**

- a) To be verified according to the “*EURO TEAM GB SPEDITION S.R.L TRANSPORTER VERIFICATION PROCEDURE*” during the pre-contractual stage (prior to the conclusion of the TRANSPORT CONTRACT-ORDER) and to determine whether the CARRIER meets the requirements of EURO TEAM GB SPEDITION S.R.L for conducting commercial relations under the TRANSPORT CONTRACT-ORDER between the CARRIER and EURO TEAM GB SPEDITION S.R.L;
- a1) To carry out actions in order to conclude the TRANSPORT CONTRACT-ORDER;
- b) To ensure adequate legal protection for 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 for which the transport offer was issued, primarily to avoid potential fraudulent carriers “fake carriers” and to identify whether the driver and/or the CARRIER’s contact person is a real person and whether the data are valid and correspond to the CARRIER’s contact person and/or driver.

**B. Subsidiarily:**

- a) For the purpose of resolving disputes and litigations, enforcing court decisions, etc.;
- b) For notifying authorities/various institutions if, upon verification of the documents specified in Art. 1.1 of 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)*” the CARRIER falls into the category of “fake carriers.”

**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:

- a) – Name

- First name
- Signature
- Position
- Phone number
- Address
- Email address
- Personal identification number (CNP)
- Identity card, passport, driving license

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

- The CARRIER's employees, subcontractors (if applicable), and representatives designated by the CARRIER.

#### **ART. 6. VALIDITY**

6.1. This Agreement takes effect from the date of transmission by the CARRIER of the documents mentioned in Art. 1.1 of 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)*" and will remain in effect 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 designated by the CARRIER). In this case, the applicable provisions regarding the protection of personal data, including the provisions of Regulation (EU) 2016/679, will be observed.

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

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

- The sales agent who issued the transport offer;
- The dispatcher assigned to the sales agent who issued the transport offer;
- Personnel from EURO TEAM GB SPEDITION S.R.L involved in verification, according to the "*EURO TEAM GB SPEDITION S.R.L Procedure for Carrier Verification*", of the data/documents (specified in Art. 1.1 of 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)*" transmitted by the CARRIER;
- Other individuals from EURO TEAM GB SPEDITION S.R.L (employees of EURO TEAM GB SPEDITION S.R.L) expressly authorized to access the personal data of the CARRIER (its employees, subcontractors, and representatives).

7.4. EURO TEAM GB SPEDITION S.R.L will disclose personal data to third parties (e.g., authorities, the client (and/or sender/recipient of the goods) related to the freight transport for which the transport offer was issued, etc.) only those personal data it is entitled to disclose under applicable legal provisions and this Agreement.

7.5. The parties agree that EURO TEAM GB SPEDITION S.R.L has the right to disclose to third parties (e.g., authorities, the client (and/or sender/recipient of the goods) related to the freight transport for which the transport offer was issued, etc.) only those personal data of the CARRIER (and its agents, subcontractors, and representatives designated by the CARRIER) specified in this Agreement, necessary for:

- Taking steps to conclude the TRANSPORT CONTRACT-ORDER;
- Resolving disputes and litigations, enforcing court decisions, etc.;
- Notifying authorities/various institutions if, following the verification of the documents specified in Art. 1.1 of 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)*", the CARRIER is found to fall into the category of "fake carriers."

#### **ART. 8. RIGHTS OF THE PARTIES**

8.1. The rights of the parties are provided by Regulation (EU) 2016/679 regarding the protection of individuals with regard to 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 designated by the CARRIER) against loss, destruction, damage, alteration, or unauthorized access to the aforementioned 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 communication security).

**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 by the security incident, and the identity of each affected person (or, if this is not possible, the approximate number of data subjects 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.