

## Information on Data Protection Customer Training

**Information on data protection in connection with customer training courses (product training, know-how training) (data privacy information on our data processing practices within the framework of the contractual relationship pursuant to Art. 13, 14 and 21 of the General Data Protection Regulation).**

We take data protection seriously and hereby inform you about our data processing practices and about the claims and rights you are entitled to pursuant to data protection regulations.

### **1. Party responsible for data protection and party responsible for contact data within the meaning of the General Data Protection Regulation**

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#### **Contact data of our data protection officer:**

Silvia C. Bauer  
Luther Rechtsanwaltsgesellschaft mbH  
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### **2. Personal data**

Within the framework of our customer training courses (product training, know-how training), personal data of the participants are processed. This is necessary in order to develop the respective training plan, to assess the composition of the participants and to arrange for an appropriate practical implementation of the training.

The lawfulness of such processing depends upon the requirements set forth in the EU General Data Protection Regulation ("GDPR"). Personal data are defined as individual details concerning personal or factual circumstances of an identified or identifiable natural person. This information includes data such as civil name, address, phone number and date of birth.

### **3. Storage of personal data**

In the course of the training courses, the client will transmit personal data to Atlas Copco. This is necessary in order to develop the respective training plan, to assess the composition of the participants and to arrange for an appropriate practical implementation of the training. The following data concerning the participants will be collected and processed and particularly forwarded to Atlas Copco:

- First name, surname
- employer of the participant (i.e. the client, see above)
- business e-mail address of the participant

- hereinafter together called “Data of Participants” -

Unless explicitly otherwise stated, no further data will be collected.

### **4. Disclosure of stored data**

Within the framework of the training, Atlas Copco will – as part of the services for the client – issue certificates of attendance to the participants which may be used by them for their further professional career. For this purpose, Atlas Copco has to disclose the names of the participants towards the printing house entrusted with the printing of such certificates in order to enable the latter to print the corresponding certificates; other data concerning the participants will not be disclosed in this context. The printing house is located within the European Community and thus within the area of application of data protection rules according to the GDPR.

A further disclosure of Data of Participants towards other persons or entities than Atlas Copco will not take place. Likewise, the Data of Participants will not be used for any other purposes than for carrying out and implementing the training courses. Particularly, the data will not be used for any form of advertising or similar commercial purposes.

### **5. Retention period**

The Data of Participants will be retained by Atlas Copco for the period of the training (registration, implementation, follow-up, that means e.g. printing of certificates and settlement with the client). In addition, it is possible that the Data of Participants arising from the relationship with Atlas Copco are retained in order to make use of them for enforcing rights and/or for submitting them as evidence, when appropriate. The Data of Participants will be deleted no later than after expiry of ten years, unless statutory requirements, for instance provisions set forth in the German Commercial Code (Sections 238, 257 (4) of the German Commercial Code (*HGB*)) or in the German Fiscal Code (Section 147 (3) (4) of the German Fiscal Code (*AO*)) provide for other terms.

### **6. Obligations of the client under data protection law**

The client undertakes to observe all statutory data protection rules concerning the client and the participation of its employees in the training and to obtain – in advance and in a manner complying with data protection law - the written consent under data protection law in each case required to be given by the individual participants with respect to the data processing to be carried out on the part of Atlas Copco

in connection with the implementation of the training courses. Apart from that, the client also has to ensure that the declarations of consent to be given by one or more subsequently registered participants, if any, are obtained. Upon request, the client will indemnify and hold Atlas Copco completely harmless with respect to any and all claims asserted towards Atlas Copco due to a violation of the provisions set forth in this clause 5 on the part of the client.

#### **7. Information on the final test**

At the end of each training course, a final test in form of multiple choice questions will be carried out. Such test must not necessarily be passed in order to get a certificate of attendance. The test is rather intended to provide the participants with a self-regulation instrument. Consequently, Atlas Copco will not store or retain any test results. A disclosure of the results by Atlas Copco towards the client – and thus, towards the employer – will not take place.