EXHIBIT 3:
DATA PROCESSING AGREEMENT
(NON-EU CUSTOMERS)

from

Next Generation Mobility GmbH & Co. KG
Baierbrunner Str. 35
81379 Munich, Germany
-fleetster-

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I.   DOCUMENT HISTORY

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06.04.2018	Approved version	Tim Ruhoff	1.1
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Data Processing Agreement

The contractual relationship between Next Generation Mobility GmbH & Co. KG, having its registered office at Baierbrunner Str. 35, 81379 Munich, Germany (hereinafter referred to as "**fleetster**") and its customer for the fleetster software platform ("**Customer**") is governed by the following data processing agreement.

Furthermore, the following Exhibits become part of the data processing agreement:

- Exhibit 1: Technical and organisational measures
  https://www.fleetster.net/legal/technical-and-organisational-measures.pdf

II.   TABLE OF CONTENTS

Data Processing Agreement

1.   Subject matter

Subject matter of this Agreement is the processing of personal data as defined in the standard terms and conditions (hereinafter "Personal Data" or "Data") by Next Generation Mobility GmbH & Co. KG (hereinafter "fleetster" or "Processor") on behalf of the customer (hereinafter "Controller").

2.   Instructions of the Controller

The Processor shall process the Data provided by the Controller solely in accordance with the Controller's instructions and the provisions contained in this Agreement and in the service order. The Controller in particular may give instructions regarding type, extent and method of the data processing, within the limits of the technology used. The Controller confirms verbal instructions in writing or by email.

3.   Obligations of the Processor

- Within Processor's area of responsibility, Processor shall structure Processor's internal corporate organisation to ensure compliance with the specific requirements of the protection of Data. Processor shall take the appropriate technical and organisational measures (see **Exhibit 1: Technical and organisational measures** (https://www.fleetster.net/legal/technical-and-organisational-measures.pdf) to adequately protect the Data against misuse and loss in accordance with the requirements of applicable data protection regulations. In relation to Personal Data measures hereunder shall include, but not be limited to,

  - the prevention of unauthorized persons from gaining access to data processing systems (physical access control),

  - the prevention of data processing systems from being used without authorisation (logical access control),

  - ensuring that persons entitled to use a data processing system gain access only to such Personal Data as they are entitled to accessing in accordance with their access rights, and that, in the course of processing or use and after storage, Data cannot be read, copied, modified or deleted without authorisation (data access control),

  - ensuring that Personal Data cannot be read, copied, modified or deleted without authorisation during electronic transmission, transport or storage on storage media, and that the target entities for any transfer of Personal Data by means of data transmission facilities can be established and verified (data transfer control),

  - ensuring the establishment of an audit trail to document whether and by whom Personal Data have been entered into, modified in, or removed from data processing systems, (entry control),

  - ensuring that Personal Data processed are processed solely in accordance with the instructions (control of instructions),

  - ensuring that Personal Data are protected against accidental destruction or loss (availability control),

  - ensuring that Personal Data collected for different purposes can be processed separately (separation control).

Processor shall ensure that any personnel entrusted with processing Personal Data have entered into suitable confidentiality undertakings to maintain confidentiality of the data. The undertakings shall continue after the termination of the above-entitled activities.

Processor shall, without undue delay, inform Controller in case of a serious interruption of operations, suspicion of breaches of data protection, and any other irregularity in processing the Data.

Processor shall, without undue delay, inform Controller on controls/checks and other measures conducted by a data protection authority, unless the Processor is prohibited to do so under statutory law.

Processor shall conduct regular control checks concerning its compliance with its obligations towards data protection and security hereunder.

Controller shall retain title as to any carrier media provided to Processor as well as any copies or reproductions thereof. Processor shall store such media safely and protect them against unauthorized access by third parties. Processor shall be obliged to securely delete any test and scrap material based on an instruction issued by Controller on a case-by-case basis. Where Controller so decides, Processor shall hand over such material to Controller or store it on Controller's behalf.

4.   Responsibility of the Controller

The Controller remains responsible for the legality of the data processing and the Controller is solely responsible for the protection of the data subject's rights pursuant to the data protection rules. The Controller is also solely responsible for providing adequate information to data subjects about the data processes hereunder, which includes but not limited to the purpose of such data processing, the scope of the data that is being processed and the detail information of the Processor. In addition, the Controller shall obtain consent for such data processing from the data subjects.

In case that data subjects assert their rights to information, correction, erasure, blocking or deletion the Controller shall inform data subjects that they may exercise these rights solely vis-à-vis the Controller. Said rights shall not be asserted against the Processor. If a data subject approaches the Processor directly with the request to correct, erase, block or delete his/her Personal Data, Processor shall forward the request to Controller for further instructions.

The Controller is the owner of the Data and is therefore responsible for the data quality. The Controller holds all rights in relation to the Data.

Controller shall, upon termination of the service order and by way of issuing an instruction, stipulate, within a period of time set by Processor, the measures to return data carrier media or to delete stored Data.

Any additional costs arising in connection with the return or deletion of Data after the termination shall be borne by Controller.

5.   Inspection rights of the Controller

The Controller is entitled to inspect the technical and organisational measures and the data processing work flows in the Processor's company at regular intervals upon reasonably prior written notice and during regular business hours in order to verify compliance by the Processor with the terms and conditions of this Agreement and in particular with the obligations on technical and organizational measures mentioned in Section 3 of this Agreement. For such purpose, Controller may collect voluntary disclosures from Processor.

Processor shall, upon Controller's written request and within a reasonable period of time, provide Controller with all information necessary for such audit.

6. Subcontractors

The Processor is entitled to engage subcontractors outside the EEA, or inside the EEA whether belonging to Processor's company group or not.

7. Indemnity and liability

Either Party shall indemnify, defend and hold harmless the other Party from any claims, demands, losses, damages, costs and/or expenses raised by third parties to the extent that they are attributable to the wilful or grossly negligent misconduct by the Party at fault or its employees or its permitted contractors.

To the extent permitted by applicable law, neither Party shall be liable to the other Party for compensation of loss of profit and/or loss of goodwill.

8. Return of Data

Upon completion of the services ordered or upon instruction of the Controller, the Processor shall return or - subject to prior agreement by the Controller - erase all documents, processing results and Data in connection with this Agreement in its possession. The Processor will document this process.

Processor may retain documents, processing results and Data, which may be necessary to demonstrate data processing in compliance with this Agreement and applicable law in accordance with applicable document retention regulations.