

# Data Processing Agreement (DPA) in accordance with Art. 9 nDSG

Between

the customer of Sieber Logistics AG, in accordance with the currently applicable quotation  
(hereinafter “the Client”)

and

**Sieber Logistics AG** , Musterplatzstrasse 5, 9442 Berneck

## 1. Subject matter and purpose

This Data Processing Agreement governs the processing of personal data by Sieber Logistics AG as the data processor on behalf of the Client within the scope of the services agreed in the contract. The basis for data processing is exclusively the contract (quotation) concluded between the parties. No separate instructions from the Client are foreseen.

## 2. Nature, purpose and scope of data processing

Sieber Logistics AG processes personal data exclusively for the purpose of fulfilling the main contract, namely for the processing of transport and delivery orders.

- Type of data: Names, addresses and contact details of senders and recipients
- Categories of data subjects: customers, recipients and the client's contact persons
- Purpose: Processing, coordination and documentation of transport and delivery orders

## 3. Obligations of Sieber Logistics AG as the data processor

Sieber Logistics undertakes:

- To process personal data solely for the purpose of fulfilling the contract and not for its own or third-party interests
- To take appropriate technical and organisational measures to protect personal data
- To ensure that employees authorised to process data are bound by a duty of confidentiality
- To inform the Client immediately if, in its opinion, the processing of personal data in the course of fulfilling the contract would contravene the nDSG or other data protection regulations

#### **4. Data security**

Sieber Logistics AG takes appropriate technical and organisational measures in accordance with Art. 8 nDSG to protect personal data from unauthorised access, loss or destruction.

#### **5. Obligation to report data breaches**

In the event of a data security breach, Sieber Logistics AG shall inform the client immediately, but no later than 48 hours after becoming aware of it, so that the client can fulfil its obligation to report the breach to the FDPIC in accordance with Art. 24 nDSG.

#### **6. Subcontractors**

Sieber Logistics AG may engage subcontractors (e.g. sub-carriers). Sieber Logistics AG shall ensure that these are subject to the same data protection obligations.

#### **7. Disclosure abroad**

The transfer of personal data abroad, in particular in the context of international transport, is only permitted if the destination country ensures an adequate level of data protection or if suitable safeguards are in place in accordance with Art. 16 nDSG.

#### **8. Rights of data subjects**

Sieber Logistics AG assists the Client in fulfilling requests by data subjects for access, rectification and erasure in accordance with Art. 25 et seq. of the nDSG.

#### **9. Return and erasure**

Upon termination of the main contract, Sieber Logistics AG shall erase all personal data, provided that no statutory retention obligation precludes this.

#### **10. Audit and obligation to provide evidence**

Sieber Logistics AG shall provide the Client with all necessary information to demonstrate compliance with data protection obligations and shall facilitate audits by the Client or third parties commissioned by the Client.

#### **11. Contact person at Sieber Logistics AG**

|                         |                                       |
|-------------------------|---------------------------------------|
| Role                    | Name                                  |
| Data Protection Officer | Christian Sieber<br>privacy@sieber.ch |

## 12. Entry into force

This Data Processing Agreement shall automatically form part of the contract upon acceptance of the quotation from Sieber Logistics AG. No separate signature is required.

### Dokument -Historie

| Date       | By               | Type of change<br><small>(added, change, deleted)</small> | Title/Chapter | Discription                                    |
|------------|------------------|-----------------------------------------------------------|---------------|------------------------------------------------|
| 21.05.2026 | Christoph Rohner | creation                                                  | all           | Initial creation                               |
| 05.06.2026 | Christoph Rohner | change                                                    | all           | Style sheet, adjustments to registered address |
|            |                  |                                                           |               |                                                |
|            |                  |                                                           |               |                                                |
|            |                  |                                                           |               |                                                |