



## **Andrea Luehmann, Ltd. Privacy Shield Policy**

ANDREA LUEHMANN, LTD. complies with the EU-U.S. Privacy Shield Framework as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of Personal Data (as defined below) from European Union member countries. ANDREA LUEHMANN, LTD. has certified that it adheres to the Privacy Shield Principles of Notice; Choice; Accountability for Onward Transfer; Security; Data Integrity and Purpose Limitation; Access; and Recourse, Enforcement, and Liability. If there is any conflict between the policies in this ANDREA LUEHMANN, LTD. LLP (U.S.) Privacy Shield Policy (“Privacy Shield Policy”) and the Privacy Shield Principles, the Privacy Shield Principles shall govern. To learn more about the Privacy Shield program, and to view our certification page, please visit <https://www.privacyshield.gov/>.

### **Definitions**

“**Data Subject**” means the individual to whom any given Personal Data covered by this Privacy Shield Policy refers.

“**Personal Data**” means any information relating to an individual residing in the European Union that can be used to identify that individual either on its own or in combination with other readily available data.

“**Sensitive Personal Data**” means Personal Data regarding an individual's racial or ethnic origin, political opinions, religious or philosophical beliefs, trade-union membership, physical or mental health, or sexual life.

### **Scope and Responsibility**

This Privacy Shield Policy applies to Personal Data transferred from European Union member countries to ANDREA LUEHMANN, LTD.’s operations in the U.S. in reliance on the respective Privacy Shield framework and does not apply to Personal Data transferred under Standard Contractual Clauses or any approved derogation from the EU Directive.

All employees of ANDREA LUEHMANN, LTD. that have access in the U.S. to Personal Data covered by this Privacy Shield Policy are responsible for conducting themselves in accordance with this Privacy Shield Policy. Adherence by ANDREA LUEHMANN, LTD. to this Privacy Shield Policy may be limited to the extent required to meet legal, regulatory, governmental, or national security obligations, but Personal Data covered by this Privacy Shield Policy shall not be collected, used, or disclosed in a manner contrary to this policy without the prior written permission of ANDREA LUEHMANN, LTD.’s Managing Partner.

ANDREA LUEHMANN, LTD. employees responsible for engaging third parties to which Personal Data covered by this Privacy Shield Policy will be transferred are responsible for obtaining appropriate assurances that such third parties have an obligation to conduct themselves in accordance with the applicable provisions of this Privacy Shield Principles, including any applicable contractual assurances required by Privacy Shield.

### **Privacy Shield Principles**

ANDREA LUEHMANN, LTD. commits to subject to the Privacy Shields' Principles all Personal Data received by ANDREA LUEHMANN, LTD. in the U.S. from European Union member countries in reliance on the respective Privacy Shield framework.

#### **1. Notice**

ANDREA LUEHMANN, LTD. notifies Data Subjects covered by this Choice Privacy Shield Policy about its data practices regarding Personal Data received by ANDREA LUEHMANN, LTD. in the U.S. from European Union member countries in reliance on the respective Privacy Shield framework, including the types of Personal Data it collects about them, the purposes for which it collects and uses such Personal Data, the types of third parties to which it discloses such Personal Data and the purposes for which it does so, the rights of Data Subjects to access their Personal Data, the choices and means that ANDREA LUEHMANN, LTD. offers for limiting its use and disclosure of such Personal Data, how ANDREA LUEHMANN, LTD.'s obligations under the Privacy Shield are enforced, and how Data Subjects can contact ANDREA LUEHMANN, LTD. with any inquiries or complaints.

#### **2. Choice**

If Personal Data covered by this Privacy Shield Policy is to be used for a new purpose that is materially different from that for which the Personal Data was originally collected or subsequently authorized, or is to be disclosed to a third party (i.e. payroll service provider), ANDREA LUEHMANN, LTD. will provide Data Subjects with an opportunity to choose whether to have their Personal Data so used or disclosed. Requests to opt out of such uses or disclosures of Personal Data should be sent to: [info@luehmann-chicago.com](mailto:info@luehmann-chicago.com).

If Sensitive Personal Data covered by this Privacy Shield Policy is to be used for a new purpose that is different from that for which the Personal Data was originally collected or subsequently authorized, or is to be disclosed to a third party, ANDREA LUEHMANN, LTD. will obtain the Data Subject's explicit consent prior to such use or disclosure.

#### **3. Accountability for Onward Transfer**

In the event we transfer Personal Data covered by this Privacy Shield Policy to a third party acting as an accountant, we will do so consistent with any notice provided to Data Subjects and any consent they have given, and only if the third party has given us contractual assurances that it will (i) process the Personal Data for limited and specified purposes consistent with any consent provided by the Data Subjects, (ii) provide at least the same level of protection as is required by the Privacy Shield Principles and notify us if it makes a determination that it cannot do so; and (iii) cease processing of the Personal Data or take other reasonable and appropriate steps to remediate if it makes such a determination. If ANDREA LUEHMANN, LTD. has knowledge that a third party acting as an accountant is processing Personal Data covered by this

Privacy Shield Policy in a way that is contrary to the Privacy Shield Principles, ANDREA LUEHMANN, LTD. will take reasonable steps to prevent or stop such processing.

With respect to payroll service providers, we will transfer only the Personal Data covered by this Privacy Shield Policy needed for a payroll service providers to deliver to ANDREA LUEHMANN, LTD. the requested product or service. Furthermore, we will (i) permit the payroll service providers to process such Personal Data only for limited and specified purposes; (ii) require the payroll service providers to provide at least the same level of privacy protection as is required by the Privacy Shield Principles; (iii) take reasonable and appropriate steps to ensure that the payroll service providers effectively processes the Personal Data transferred in a manner consistent with ANDREA LUEHMANN, LTD.'s obligations under the Privacy Shield Principles; and (iv) require the payroll service providers to notify ANDREA LUEHMANN, LTD. if it makes a determination that it can no longer meet its obligation to provide the same level of protection as is required by the Privacy Shield Principles. Upon receiving notice from a payroll service providers that it can no longer meet its obligation to provide the same level of protection as is required by the Privacy Shield Principles, we will take reasonable and appropriate steps to stop and remediate unauthorized processing.

ANDREA LUEHMANN, LTD. remains liable under the Privacy Shield Principles if a payroll service providers processes Personal Data covered by this Privacy Shield Policy in a manner inconsistent with the Principles, except where ANDREA LUEHMANN, LTD. is not responsible for the event giving rise to the damage.

#### **4. Security**

ANDREA LUEHMANN, LTD. takes reasonable and appropriate measures to protect Personal Data covered by this Privacy Shield Policy from loss, misuse, and unauthorized access, disclosure, alteration, and destruction, taking into due account the risks involved in the processing and the nature of the Personal Data.

#### **5. Data Integrity and Purpose Limitation**

ANDREA LUEHMANN, LTD. limits the collection of Personal Data covered by this Privacy Shield Policy to information that is relevant for the purposes of processing. ANDREA LUEHMANN, LTD. does not process such Personal Data in a way that is incompatible with the purposes for which it has been collected or subsequently authorized by the Data Subject.

ANDREA LUEHMANN, LTD. takes reasonable steps to ensure that such Personal Data is reliable for its intended use, accurate, complete, and current. ANDREA LUEHMANN, LTD. takes reasonable and appropriate measures to comply with the requirement under the Privacy Shield to retain Personal Data in identifiable form only for as long as it serves a purpose of processing, which includes ANDREA LUEHMANN, LTD.'s obligations to comply with professional standards, ANDREA LUEHMANN, LTD.'s business purposes and unless a longer retention period is permitted by law, and it adheres to the Privacy Shield Principles for as long as it retains such Personal Data.

#### **6. Access**

Data Subjects whose Personal Data is covered by this Privacy Shield Policy have the right to access such Personal Data and to correct, amend, or delete such Personal Data if it is inaccurate or has been processed in violation of the Privacy Shield Principles (except when the burden or expense of providing access, correction, amendment, or deletion would be disproportionate to

the risks to the Data Subject's privacy, or where the rights of persons other than the Data Subject would be violated). Requests for access, correction, amendment, or deletion should be sent to: [info@luehmann-chicago.com](mailto:info@luehmann-chicago.com).

### **7. Recourse, Enforcement, and Liability**

ANDREA LUEHMANN, LTD.'s participation in the EU-U.S. Privacy Shield Framework is subject to investigation and enforcement by the Federal Trade Commission.

In compliance with the Privacy Shield Principles, ANDREA LUEHMANN, LTD. commits to resolve complaints about your privacy and our collection or use of your Personal Data. Data Subjects with inquiries or complaints regarding this Privacy Shield Policy should first contact ANDREA LUEHMANN, LTD. at: [info@luehmann-chicago.com](mailto:info@luehmann-chicago.com).

ANDREA LUEHMANN, LTD. commits to cooperate with EU data protection authorities (DPAs) and comply with the advice given by such authorities with regard to human resources data and non-human resources data transferred from the EU in the context of the employment relationship

Under certain conditions detailed in the Privacy Shield, Data Subjects may be able to invoke binding arbitration before the Privacy Shield Panel to be created by the U.S. Department of Commerce and the European Commission.

ANDREA LUEHMANN, LTD. agrees to periodically review and verify its compliance with the Privacy Shield Principles, and to remedy any issues arising out of failure to comply with the Privacy Shield Principles. ANDREA LUEHMANN, LTD. acknowledges that its failure to provide an annual self-certification to the U.S. Department of Commerce will remove it from the Department's list of Privacy Shield participants.

### **Changes to this Privacy Shield Policy**

This Privacy Shield Policy may be amended from time to time consistent with the requirements of the Privacy Shield. Appropriate notice regarding such amendments will be given.

September 25, 2019