

Processing in accordance with Article 28 General Data Protection Regulation (GDPR)

Agreement

between

Company/Customer, Street, Town, Country

- the Controller – hereinafter referred to as the Client –
- and

Fidelo Software GmbH, Schanzenstraße 27, 51063 Cologne, Germany

- the Processor – hereinafter referred to as the Supplier

1. Subject matter and duration of the Contract

(1) Subject matter

The Subject matter of the Contract results from the Licence or Service Agreement dated _____, which is referred to here (hereinafter referred to as Licence Agreement). The subject matter of the contract is not the original use or processing of personal data by the supplier. However, access to personal data cannot be ruled out in the course of the clients' performance as a central IT service provider in the area of hosting, support or administration of the client.

(2) Duration

The duration of this Order or Contract corresponds to the duration of the Licence Agreement.

2. Specification of the Contract Details

(1) Nature and Purpose of the intended Processing of Data

- a) The subject matter of the contract is not the original use or processing of personal data by the supplier. However, access to personal data cannot be ruled out in the course of the client's performance as a central IT service provider in the area of hosting, support or administration of the client.
- b) The undertaking of the contractually agreed Processing of Data shall be carried out exclusively within a Member State of the European Union (EU) or within a Member State of the European Economic Area (EEA). Each and every Transfer of Data to a State which is not a Member State of either the EU or the EEA requires the prior agreement of the Client and shall only occur if the specific Conditions of Article 44 et seq. GDPR have been fulfilled.

(2) Type of Data

The Subject Matter of the processing of personal data comprises the following data types/categories:

- Personal Master Data (Key Personal Data)
- Contact Data
- Key Contract Data (Contractual/Legal Relationships, Contractual or Product Interest)
- Customer History
- Contract Billing and Payments Data
- Disclosed Information (from third parties, e.g. Credit Reference Agencies or from Public Directories.)

(3) Categories of Data Subjects

The Categories of Data Subjects comprise:

Customers
Potential Customers
Subscribers
Employees
Suppliers
Contact Persons

3. Technical and Organisational Measures

(1) Before the commencement of processing, the Supplier shall document the execution of the necessary Technical and Organisational Measures, set out in advance of the awarding of the Order or Contract, specifically with regard to the detailed execution of the contract, and shall present these documented measures to the Client for inspection. Upon acceptance by the Client, the documented measures become the foundation of the contract. Insofar as the inspection/audit by the Client shows the need for amendments, such amendments shall be implemented by mutual agreement.

(2) The Technical and Organisational Measures are subject to technical progress and further development. In this respect, it is permissible for the Supplier to implement alternative adequate measures. In so doing, the security level of the defined measures must not be reduced. Substantial changes must be documented.

4. Rectification, restriction and erasure of data

(1) The rights of data subjects, especially with regard to rectification, deletion and blocking, shall be asserted against the client. The client is solely responsible for the protection of these rights.

(2) The Supplier may not on its own authority rectify, erase or restrict the processing of data that is being processed on behalf of the Client, but only on documented instructions from the Client.

Insofar as a Data Subject contacts the Supplier directly concerning a rectification, erasure, or restriction of processing, the Supplier will immediately forward the Data Subject's request to the Client.

(3) The supplier shall assist the client in the implementation of the data subjects' rights under the scope of chapter III of GDPR, in particular with regard to rectification, blocking and deletion, notification and provision of information, within the limits of technical possibilities, especially with regard to nature of the provided service.

5. Quality assurance and other duties of the Supplier

In addition to complying with the rules set out in this Order or Contract, the Supplier shall comply with the statutory requirements referred to in Articles 28 to 33 GDPR; accordingly, the Supplier ensures, in particular, compliance with the following requirements:

- c) The Supplier is not obliged to appoint a Data Protection Officer. Mr Mark Koopmann, CEO is designated as the Contact Person on behalf of the Supplier.
- d) Insofar as the supplier has access to the data of the client, he shall not use such data for purposes other than those stipulated in the contract, in particular he shall only pass them on to third parties insofar as there is a legal obligation to do so. Copies of the data may only be made with the consent of the client. This does not apply to backup copies, insofar as they are necessary to guarantee proper data processing or fulfilment of contractual or legal obligations.
- e) The contractor shall ensure that confidentiality is ensured in accordance with Article 28 §3 S. 2 (b), Articles 29 and 32 §4 GDPR. The Supplier entrusts only such employees with the data processing outlined in this contract who have been bound to confidentiality and have previously been familiarised with the data protection provisions relevant to their work.
- f) The supplier shall ensure the implementation and adherence to all technical and organisational measures necessary for this order in accordance with Art. 32 GDPR.
- g) The supplier shall inform the client without delay in the event of breaches of data protection regulations committed by the supplier or persons employed by him. The same shall apply in the event of serious disruptions to the course of business or other irregularities in the handling of the client's data.
- h) Insofar as the Client is subject to an inspection by the supervisory authority, an administrative or summary offence or criminal procedure, a liability claim by a Data Subject or by a third party or any other claim in connection with the Order or Contract data processing by the Supplier, the Supplier shall make every effort to support the Client.
- i) The Supplier shall periodically monitor the internal processes and the Technical and Organizational Measures to ensure that processing within his area of responsibility is in accordance with the requirements of applicable data protection law and the protection of the rights of the data subject.

6. Subcontracting

(1) Subcontracting for the purpose of this Agreement is to be understood as meaning services which relate directly to the provision of the principal service. This does not include ancillary services, such as telecommunication services, postal / transport services, maintenance and user support services or the disposal of data carriers, as well as other measures to ensure the confidentiality, availability, integrity and resilience of the hardware and software of data processing equipment. The Supplier shall, however, be obliged to make appropriate and legally binding contractual arrangements and take appropriate inspection measures to ensure the data protection and the data security of the Client's data, even in the case of outsourced ancillary services.

(1) The Client agrees to the commissioning of affiliated companies or subcontractor companies for the purpose of fulfilling its contractually agreed services.

(2) The supplier shall ensure that an up-to-date list of the subcontractors is available upon request.

(3) If the supplier issues orders to subcontractors, it is incumbent upon the supplier to transfer its obligations under this contract to the subcontractor.

(4) The transfer of personal data from the Client to the subcontractor and the subcontractor's commencement of the data processing shall only be undertaken after compliance with all requirements has been achieved.

(5) Further outsourcing by the subcontractor requires the express consent of the Supplier (at the minimum in text form);

All contractual provisions in the contract chain shall be communicated to and agreed with each and every additional subcontractor.

7. Supervisory powers of the Client

(1) The client has the right to convince himself of the compliance with the technical and organisational measures taken by the contractor before the beginning of the data processing and then regularly.

(2) The Client has the right, after consultation with the Supplier, to carry out inspections or to have them carried out by an auditor to be designated in each individual case. It has the right to convince itself of the compliance with this agreement by the Supplier in his business operations by means of random checks, which are ordinarily to be announced in good time.

(3) The Supplier shall ensure that the Client is able to verify compliance with the obligations of the Supplier in accordance with Article 28 GDPR. The Supplier undertakes to give the Client the necessary information on request and, in particular, to demonstrate the execution of the Technical and Organizational Measures.

(4) The Supplier may claim remuneration for enabling Client inspections.

8. Communication in the case of infringements by the Supplier

(1) The Supplier shall assist the Client in complying with the obligations concerning the security of personal data, reporting requirements for data breaches, data protection impact assessments and prior consultations, referred to in Articles 32 to 36 of the GDPR. These include:

- j) Ensuring an appropriate level of protection through Technical and Organizational Measures that take into account the circumstances and purposes of the processing as well as the projected probability and severity of a possible infringement of the law as a result of security vulnerabilities and that enable an immediate detection of relevant infringement events.
- k) The obligation to report a personal data breach immediately to the Client
- l) The duty to assist the Client with regard to the Client's obligation to provide information to the Data Subject concerned and to immediately provide the Client with all relevant information in this regard.
- m) Supporting the Client with its data protection impact assessment
- n) Supporting the Client with regard to prior consultation of the supervisory authority

(2) The Supplier may claim compensation for support services which are not included in the description of the services and which are not attributable to failures on the part of the Supplier.

9. Authority of the Client to issue instructions

(1) The client has comprehensive access to the data at any time, so that it is not necessary for the supplier to cooperate with the client, in particular regarding correction, blocking, deletion, etc. Insofar as it is necessary for the supplier to cooperate, the client shall be obliged to do so against reimbursement of the costs incurred. In this case, the client shall have a comprehensive right to issue instructions regarding the type, scope and procedures of data processing pursuant to Art. 29 in conjunction with Art. 28 GDPR.

(2) The Supplier shall inform the Client immediately if he considers that an instruction violates Data Protection Regulations. The Supplier shall then be entitled to suspend the execution of the relevant instructions until the Client confirms or changes them.

10. Deletion and return of personal data

(1) Copies or duplicates of the data shall never be created without the knowledge of the Client, with the exception of back-up copies as far as they are necessary to ensure orderly data processing, as well as data required to meet regulatory requirements to retain data.

(2) After conclusion of the contracted work, or earlier upon request by the Client, at the latest upon termination of the Licence Agreement, the Supplier shall hand over to the Client or – subject to prior consent – destroy all documents, processing and utilization results, and data sets related to the contract that have come into its possession, in a data-protection compliant manner. The same applies to any and all connected test, waste, redundant and discarded material. The log of the destruction or deletion shall be provided on request.

(3) Documentation which is used to demonstrate orderly data processing in accordance with the Order or Contract shall be stored beyond the contract duration by the Supplier in accordance with the respective retention periods. It may hand such documentation over to the Client at the end of the contract duration to relieve the Supplier of this contractual obligation.

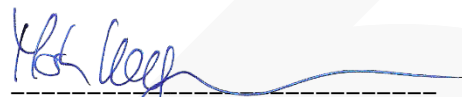
11. Severability clause, jurisdiction

(1) Should any provision of this contract be or become invalid or unenforceable, the remaining provisions of this contract shall remain unaffected. The parties agree to replace the invalid or enforceable provision with a valid and enforceable provision that comes closest to the economic purpose of the parties. The same shall apply in the event of a loophole.

(2) The place of jurisdiction is Cologne.

Cologne, 09.09.2024

Place, Date



Mark Koopmann, CEO
Fidelo Software GmbH

Client