

Billomat GmbH & Co. KG – Lorenzer Straße 31 – D-90402 Nuremberg

ORDER PROCESSING

Dear

Place

Date

Signature

Bayerische Hypo- und
Vereinsbank
IBAN: DE77 7602 0070 0648
9621 42
SWIFT/BIC: HYVEDEMM460

Personally liable partner:
Billomat Geschäftsführungs GmbH
AG Nürnberg HRB 33162
CEO: Paul-Alexander Thies, Michael
Amtmann

Limited partnership:
Registered office Nürnberg, AG Nürnberg HRA
17679
VAT identification number: DE261116789

Annex to the SAAS contract from (hereinafter called “contract”)

Between

– Person responsible (hereinafter called “principal”) –

and Billomat GmbH & Co. KG, Lorenzer Straße 31, 90402 Nuremberg

– Processor (hereinafter called “agent”) –

on the subject of

ORDER PROCESSING

within the meaning of Art. 28 (3) of the General Data Protection Regulation (GDPR).

PREAMBLE

The present annex specifies the obligations of the contracting parties regarding data protection, which arise from the order processing described in detail in this contract. Provided that an agreement has been made between the parties regarding the order data processing pursuant to § 11 of the German BDSG (German federal data protection act), the present annex replaces it with effect of the GDPR from 25th of May of 2018. It applies to all activities related to the contract and in which the agent, employees of the agent or the contractors commissioned by the agent process personal data (hereinafter called: “data”).

§ 1 Object, duration and specification of the order processing

The subject and duration of the order as well as the nature and purpose of the processing result from the contract. In particular, the following data are part of the data processing:

- Personal master data (name, surname, address)
- Communication data (e.g. telephone, email)
- Payment data and contract billing data (e.g. bank, BIC, IBAN)
- Planning and management data (e.g. cost centre assignment of employees)
- User data (username, password (only in hashed or initial form), IP address)

The nature and purpose of the data processing result from the contract. The persons concerned by it, can be categorised as follows:

- Employees of the principal
- Customers and their contact person
- Suppliers and their contact person

- Service providers and their contact person

The term of this annex as well as the order processing regulated therein depend on the contract term, provided that no further obligations result from the provisions of this annex.

§ 2 Applicability and responsibility

- (1) The agent processes personal data by order of the principal. This includes tasks that are specified within the contract and the service description. Within the context of this contract, the principal is solely responsible for the compliance with the legal provisions of the data protection laws, and in particular for the lawfulness of the data transfer to the agent as well as the lawfulness of the data processing (“controller” within the meaning of Art. 4, No 7 of the GDPR)
- (2) The instructions will initially be determined by the contract and can later be modified, completed or replaced by the principal either in written or electronic form with individual instructions at the position determined by the agent. Instructions that are not determined in the contract, will be treated as requests for service modifications. Oral instructions are to be confirmed immediately in written or textual form.

§ 3 Responsibilities of the agent

- (1) The agent may process the data of persons concerned only within the scope of the order and the principal’s instructions, unless there is an exception within the meaning of Art. 28, 3 a) of the GDPR. The agent must immediately inform the principal if he considers an instruction to infringe applicable laws. The agent may suspend the application of the instruction until it has been confirmed or modified by the principal.
- (2) The agent will structure the internal organisation within their area of responsibility in a manner that it complies with the special requirements of the data protection. They will take technical and organisational measures to adequately protect the principal’s data. These measures must comply with the requirements of the General Data Protection Regulation (Art. 32 GDPR). The agent must take technical and organisational measures which ensure the confidentiality, integrity, availability and capacity of the systems and services in relation with the processing on a permanent basis. The principal is aware of these technical and organisational measures and is responsible for ensuring that they provide an adequate level of protection of the data to be processed against any risks. Modifications of the adopted safety measures are reserved to the agent; nevertheless, it must be ensured that the level of protection agreed on by contract is not falling short.
- (3) As far as agreed, the agent supports the principal within the scope of their possibilities in the fulfilment of the requests and demands of persons concerned in accordance with chapter III GDPR as well as with the compliance of the obligations stated in Art. 33-36 of the GDPR.
- (4) The agent guarantees that it is prohibited for the employees and other contractors working for the agent, who are involved in the processing of the principal's data, to process the data outside of the instructions. Furthermore, the agent guarantees that the persons authorised to process the personal data are obliged to observe confidentiality or are subject to an appropriate legal obligation to secrecy. The obligation to confidentiality/secrecy also persists after completion of the order.
- (5) The agent shall notify the principal immediately in case they come to know about any violation related to the protection of the principal's data. The agent shall take any necessary measures to protect the data and to reduce any unfavourable consequences to the persons concerned and shall immediately make arrangements with the principal.

- (6) The agent instructs the principal about the contact person responsible for any data protection issues arising within the scope of the contract.
- (7) The agent guarantees to attend to their duties pursuant to Art. 32, (1) lit. d) of the GDPR, to employ a method for the regular verification of the efficacy of the technical and organisational measures in order to ensure the safety of the processing.
- (8) The agent corrects or deletes the data that are object of the contract if the principal instructs it and if it is included in the scope of the instructions. If a deletion compliant with data protection requirements or a corresponding limitation of the data processing are not possible, the agent assumes the elimination of data carriers and further material compliant with data protection requirements on the basis of an individual order of the principal or returns these data carriers to the principal, if not already agreed upon in the contract. In

special cases determined by the principal, a storage or transfer of the data will take place; remuneration and protection measures are to be arranged separately, if not already agreed upon in the contract.

- (9) After the end of the order, data, data carriers as well as all further material are either to be returned or deleted upon the principal's request. If additional costs arise due to deviating instructions about the return or deletion of data, the principal shall bear them.
- (10) In case of a claim against the principal by a person concerned regarding any claims pursuant to Art. 82 of the GDPR, the agent ensures to support the principal in the defence against the claims within the scope of their possibilities.

§ 4 Responsibilities of the principal

- (1) The principal shall inform the agent immediately and completely about any errors or irregularities in the order's results regarding data protection regulations.
- (2) In case of any claims against the principal by a person concerned with regard to any claims pursuant to Art. 82 of the GDPR, §3 (10) shall apply.
- (3) The principal instructs the agent about the contact person responsible for any questions related to data protection arising within the scope of the contract.

§ 5 Requests from persons concerned

If a person concerned contacts the agent with requests for correction, deletion or information, the agent shall refer the person concerned to the principal, provided that a referral to the principal is possible according to the instructions of the person concerned. The agent shall immediately forward the request of the person concerned to the principal. The agent supports the principal on instruction and within the scope of their possibilities, if agreed upon. The agent does not bear any liability if the request of the person concerned is not answered, not answered correctly or not answered within the deadline by the principal.

§ 6 Verification possibilities

- (1) The agent shall prove to the principal the compliance of the responsibilities determined in this contract by appropriate means.
- (2) If, in individual cases, inspections by the principal or an auditor commissioned by the latter are required, they will be carried out after registration during normal business hours without interruptions in the operations and in consideration of an adequate lead time. The agent may make the inspections subject to the previous registration with adequate lead time, to the signing of a duty of confidentiality with regard to other customer's data and to the implemented technical and organisational measures. If the

auditor commissioned by the principal is in a competitive relationship with the agent, the latter has the right of objection against him. The principal agrees to the designation of an independent external auditor by the agent, provided that the agent provides a copy of the audit report. The agent may require a compensation for the assistance in carrying out the inspection, if it has been agreed in the contract. The cost of an inspection is always limited to one day per calendar year for the agent.

- (3) In case a data protection supervisory authority or another sovereign supervisory authority of the principal carries out an inspection, section 2 shall apply accordingly. The signing of a duty of confidentiality is not required if the supervisory authority is subject to a professional or legal obligation of secrecy, in which a violation according to the Criminal Code is punishable.

§7 Subcontractors (further agents)

- (1) The hiring of subcontractors as further agents is only permitted if the principal has agreed to it previously.
- (2) A subcontractor relationship subject to approval exists when the agent commissions further agents with all or part of the performance agreed upon in the contract. The agent will make agreements with these third parties

to the extent necessary to ensure adequate data protection and information security measures. The principal agrees that the agent will involve subcontractors. The agent shall inform the principal about involving or replacing the subcontractor, no later than 7 days in advance. The principal may object to the change – within an adequate period of time and for an important reason – vis-à-vis the entity designated by the principal. If there is no objection within the deadline, the acceptance of the change is considered as given. If there is an important data protection reason, and if a mutually agreed solution between the two parties is not possible, the principal is granted a special right of termination (as an option).

- (3) If the agent places orders with the subcontractor, it is the agent's responsibility to transfer their contractual data protection obligations to the subcontractor.

§8 Information obligation, written form clause, choice of law

- (1) If the principal's data are endangered by seizure or confiscation, by a bankruptcy or settlement procedure or by other events or measures by third parties, the agent shall inform the principal immediately. The agent shall also inform immediately all the persons responsible in this context that the sovereignty and the ownership of the data are exclusively subject to the principal as "person responsible" within the meaning of the General Data Protection Regulation.
- (2) Changes and additions to this annex – including any assurances by the agent – require a written agreement, which may also be in electronic format (textual form), as well as an explicit indication that it is a modification or addition of these conditions. This also applies to the waiver of this form requirement.
- (3) In case of any contradictions, the regulations on data protection of this annex have priority over the regulations of the contract. If individual parts of this annex are invalid, it does not affect the effectiveness of the annex.
- (4) German law applies.

§9 Liability and indemnity

The liability regulation agreed upon between the parties in the service contract also applies to the order processing, provided that nothing else has been agreed upon explicitly in this agreement.

Nuremberg, _____

Place

Date

Place

Date

Paul Alexander Thies

Signature Principal

Signature Agent