

# Data Processing Agreement pursuant to Article 28 (3) GDPR

## Preamble

In addition to the business relationship between the Customer (hereinafter referred to as "**Controller**") and Axess (hereinafter referred to as "**Data Processor**"), this Data Processing Agreement ensures that all reciprocal obligations are met in accordance with the General Data Protection Regulation ("GDPR").

## 1. Object of data processing

The Data Processor processes personal data on behalf of the Controller, whereby the subject matter, scope, type, categories of processed data, the purpose of the processing and the categories of data subjects (customer data) are set out in the respective contract concluded and the description of the processing (see <https://teamaxess.com/en/b2b>). This Agreement, therefore, supplements all contracts concluded between the Controller and the Data Processor insofar as they relate to the processing of personal data.

The contractually agreed data processing is generally carried out exclusively within the European Union or another contracting state of the Agreement on the European Economic Area. Personal data is only transferred to a third country or an international organization in compliance with the provisions of Article 44 GDPR. The Controller authorizes the transfer of personal data to a third country to the recipients named in the list of sub-processors (see <https://teamaxess.com/en/b2b>).

## 2. Duties of the Data Processor

### 2.1. Technical and organizational measures (Security Policy)

The Data Processor implements appropriate technical and organizational measures in accordance with Article 32 GDPR to ensure a level of security appropriate to the risk. These measures can be demonstrated, among other things, through technical and organizational measures (Security Policy; see <https://teamaxess.com/en/b2b>).

By signing this Data Processing Agreement, the Controller agrees to the technical and organizational measures (Security Policy; see <https://teamaxess.com/en/b2b>). Provided that these measures, as well as the Controller's general and individual instructions regarding personal data (such as deleting customer data, anonymizing data), are followed, the Data Processor guarantees a level of protection for the data applications covered by this Agreement that is appropriate to the state of the art, so that claims of any kind can only be raised in the event of a breach of these measures.

Any changes to the technical and organizational measures that ensure or increase the level of protection for the processed personal data are considered approved and will be disclosed to the Controller upon request but are not required to be communicated to the Controller by the Data Processor. Significant changes to the technical and organizational measures that affect the processing will be actively communicated.

The Data Processor assists the Controller in fulfilling the obligations under Chapter III GDPR taking into account the nature of the processing and the information available to him (data subject rights: information, access, rectification, erasure, restriction, data portability, objection and automated individual decision-making).

### 2.2. Data processing

The Data Processor undertakes to process personal data only within the framework of existing contracts and according to the Controller's individually documented instructions. Instructions are documented by the Controller. If the Data Processor is obligated to disclose the data to third parties or to process it in any other way by the law of the European Union, to which the Data Processor is subject, or the law of one of its member states, the Data Processor will inform the Controller of these legal requirements before processing, unless the relevant law prohibits such disclosure due to an important public interest. Likewise, any processing of the data for the Data Processor's own purposes requires a written order.

The Data Processor guarantees that all persons entrusted with data processing are bound to confidentiality before commencing their work - and that confidentiality will continue even after their work has ended - or that they are subject to an appropriate statutory duty of confidentiality

### **2.3. Duty to inform**

The Data Processor supports the Controller in complying with the obligations set out in Article 32 to 36 GDPR (security of processing, notification of personal data breaches to the supervisory authority, notification of data subjects affected by a personal data breach, data protection impact assessment, prior consultation).

Upon request, the Data Processor undertakes to provide the Controller with all necessary information (such as existing certifications, technical and organizational measures, etc.) to demonstrate compliance with the obligations set out in Article 28 GDPR (obligations of the Data Processor). In addition, the Data Processor undertakes to facilitate and contribute to examinations - including inspections - conducted by the Controller or another examiner appointed by the Controller. Examinations and inspections must be conducted in a proportionate manner and must not unduly disrupt the Data Processor's business operations.

The examiner appointed by the Controller must not be in direct competition with the Data Processor.

The Data Processor informs the Controller immediately if there is a breach of the GDPR or if the Data Processor believes that an instruction from the Controller violates data protection regulations of the European Union or one of the member states.

### **3. Subcontractors**

The Controller grants the Data Processor general written authorization to engage sub-processors. The sub-processors authorized at the time of contract conclusion are listed online (see <https://teamaxess.com/en/b2b>). The Data Processor informs the Controller at least 14 calendar days in advance of any intended changes regarding the addition or replacement of sub-processors. The Controller may object within this period for legitimate reasons. The Data Processor contractually obligates its sub-processors to comply with the same data protection obligations that it itself has under this contract and the GDPR and ensures such compliance.

### **4. Handling of contractual data at the end of the Agreement**

Upon termination of this Agreement, the Data Processor is obligated to return all personal data to the Controller in a format that is customary for data processing, at the Controller's discretion, or to delete it, unless there is an obligation to store the personal data under the law of the European Union or one of its member states.

### **5. Final Provisions**

This Data Processing Agreement has the same term as the term of the business relationship between the Data Processor and the Controller.