Agreement

between the

– Controller– hereinafter called "Principal" –

and

onOffice GmbH
Charlottenburger Allee 5
52068 Aachen

– Contract processor – hereinafter called "Contractor" –

1. Subject and Duration of the Contract

1.1 Subject

The subject of the contract shall be based on the Service Agreement dated ____/____/_____ to which reference is made here (hereinafter called "Service Agreement").

1.2 Duration

The duration (term) of this contract shall correspond to the duration of the Service Agreement.

2. Specification of the Content of the Contract

2.1 Nature and purpose of the intended data processing

The nature and purpose of the processing of personal data by the Contractor for the Principal shall be described in detail in the Service Agreement dated ____/____/_____.

The contractually agreed data processing services shall be furnished, in principle, in a member state of the European Union or in another country which is a signatory to the Agreement on the European Economic Area. Any relocation of the data processing to a third country shall be approved beforehand by the Principal and may only take place if an adequate level of data protection has been determined through an adequacy decision by the Commission (Article 45 (3) of the General Data Protection Regulation (GDPR)). The third countries in which data processing takes place are shown in Annex 1.

2.2 Nature of the data

The subject of the personal data processing shall be the following data types/categories:

- Personal master data
- Communication data (e.g. telephone number, e-mail address)
- Contract master data (contractual relationship, interest in product or contract)
- Customer history
- Contract billing and payment data
- Planning and control data
- Information data (from third parties, e.g. credit agencies, or from public directories)

2.3 Categories of data subjects

The categories of data subjects affected by processing shall include:

- Customers
- Prospective customers
- Employees
- Suppliers
- Commercial agents
- Contact persons
- Business partners

3. Technical and Organisational Measures

3.1 Prior to processing, the Contractor shall document the implementation of the technical and organisational measures which are described and are necessary before the contract is awarded, especially in regard to specific performance of the contract, and shall hand over this documentation to the Principal for review. If accepted by the Principal, the documented measures shall become the basis of the contract. If the reviews/an audit result in a need for adjustment, this shall be implemented by mutual consent.

3.2 The Contractor shall guarantee security according to Article 28 (3) lit. c and Article 32 of the GDPR, especially in conjunction with Article 5 (1) and (2) of the GDPR. The measures to be implemented shall generally involve measures to ensure data security and a level of protection appropriate to the risk in regard to the confidentiality, integrity, availability and resilience of the systems. The state of the art, the costs of implementation and the nature, scope and purposes of processing, as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons shall be taken into account in this respect [details in Annex 1].

3.3 The technical and organisational measures shall be subject to technical progress and further development. The Contractor shall be permitted in this case to implement alternative adequate measures. The level of security of the defined measures may not be undershot in this case. Important changes shall be documented.

4. Rectification, Restriction and Erasure of Data

4.1 The Contractor may not personally rectify, erase or restrict processing of the data which are processed according to the contract. This shall only be possible based on documented instructions of the Principal. If a data subject contacts the Contractor directly in this respect, the Contractor shall forward this request immediately to the Principal.

4.2 If they are covered by the scope of services, the erasure concept, the right to be forgotten, rectification, data portability and the information to be provided shall be directly guaranteed by the Contractor based on documented instructions of the Principal.

5. Quality Assurance and Other Obligations of the Contractor

In addition to compliance with the provisions of this Agreement, the Contractor shall also have legal obligations according to Articles 28 to 33 of the GDPR; in particular, he shall comply with the following requirements in this respect:

5.1 Written appointment of a data protection officer who shall perform his/her tasks in accordance with Articles 38 and 39 of the GDPR.

5.2 Maintenance of confidentiality according to Article 28 (3) Sentence 2 lit. b, Article 29 and Article 32 (4) of the GDPR. When performing data processing activities, the Contractor shall only use employees who have signed a confidentiality agreement and were familiarised beforehand with the data protection regulations that are relevant to them. The Contractor and every person under his authority with access to personal data may only use these data solely in accordance with the instructions of the Principal, including the powers granted under this Agreement, unless they are legally obliged to process the data.

5.3 Implementation of and compliance with all the technical and organisational measures according to Article 28 (3) Sentence 2 lit. c and Article 32 of the GDPR that are required for this contract [details in Annex 1].

5.4 On request, the Principal and the Contractor shall cooperate with the supervisory authority when performing their tasks.

5.5 The Principal shall be informed immediately about control activities and measures of the supervisory authority if they relate to this contract. This provision shall also apply if a competent authority investigates the Contractor as part of administrative offence proceedings or criminal proceedings in relation to the processing of personal data during contract processing.

5.6 If the Principal is also subjected to inspection by the supervisory authority, administrative offence proceedings or criminal proceedings, the liability claim of a data subject or a third party, or another claim in connection with contract processing at the Contractor, the Contractor shall support the Principal to the best of his ability.

5.7 The Contractor shall regularly check the internal processes and the technical and organisational measures in order to ensure that data processing in his sphere of responsibility is carried out in accordance with the requirements of valid data protection legislation and that the rights of the data subject are protected.

5.8 Demonstrability of the implemented technical and organisational measures to the Principal as part of his control powers under § 7 of this Agreement.

6. Subcontracts

6.1 Subcontracts within the meaning of this Agreement shall be regarded as those services which relate directly to the provision of the main service. This shall not include incidental services, e.g. telecommunications services, post/transport services, maintenance and user service or the disposal of data carriers and other measures, which the Contractor uses to ensure the confidentiality, availability, integrity and resilience of the hardware and software for data processing systems. However, the Contractor shall also be obliged to conclude suitable and legal contractual agreements and introduce control measures in order to ensure that the Principal's data are protected and backed up even if incidental services are outsourced.

6.2 The Principal shall agree to the commissioning of the subcontractors shown in Annex 2 on condition of a contractual agreement according to Article 28 (2) to (4) of the GDPR.

6.3 The Contractor may only commission subcontractors or change existing subcontractors if:

- he informed the Principal in writing or text form beforehand about outsourcing to subcontractors within a reasonable period of time and
- the Principal did not send an objection in writing or text form to the Contractor regarding the planned outsourcing before the data were handed over and
- a contractual agreement according to Article 28 (2) to (4) of the GDPR is used as a basis.

6.4 Transmission of personal data of the Principal to the subcontractor and action by the latter for the first time shall only be permitted if the subcontractor has fulfilled the obligations for subcontracting.

6.5 If the subcontractor provides the agreed services outside the EU/EEA, the Contractor shall take corresponding measures to ensure permissibility under data protection law. This provision shall also apply if service providers within the meaning of Paragraph 1 Sentence 2 are to be used.

7. Control Rights of the Principal

7.1 The Principal shall have the right, in consultation with the Contractor, to carry out checks or arrange for them to be carried out by auditors to be appointed in an individual case. The Principal shall be entitled to carry out spot checks, which shall normally be announced in good time, to personally determine that the Contractor is complying with this Agreement during his business operations.

7.2 The Contractor shall ensure that the Principal can convince himself that the Contractor's obligations under Article 28 of the GDPR are being fulfilled. On request, the Contractor shall be obliged to provide the Principal with the necessary information and, in particular, to prove that the technical and organisational measures have been implemented.

7.3.1 Proof of these measures, which do not only relate to the specific contract, may be provided

- by up-to-date certificates, reports or report extracts of independent bodies (e.g. auditor, internal auditors, data protection officer, IT Security Department, data protection auditors, quality auditors);
- through suitable certification by means of an IT security audit or a data protection audit (e.g. based on basic BSI protection).

8. Reporting by the Contractor in the Event of Data Breaches

8.1 The Contractor shall support the Principal in complying with the obligations under Articles 32 to 36 of the GDPR relating to the security of personal data, reporting obligations in the event of data breaches, data protection impact assessments and prior consultations. This support shall include the following, for example:

8.1.1 Ensuring an appropriate protection level through technical and organisational measures which take account of the circumstances and purposes of data processing and the predicted likelihood and severity of a possible legal infringement due to security gaps, and which enable relevant infringement events to be determined immediately

8.1.2 The obligation to report personal data breaches immediately to the Principal

8.1.3 The obligation to support the Principal in the latter's obligation to provide the data subject with information and to immediately provide the Principal with all relevant information in this respect

8.1.4 Assisting the Principal in assessing the impact of his data protection

8.1.5 Supporting the Principal during prior consultations with the supervisory authority

8.2 The Contractor may claim remuneration for support services which are not contained in the service description or are not attributable to the Contractor’s misconduct.

9. Principal's Power to Issue Instructions

9.1 Oral instructions shall be confirmed immediately by the Principal (at least in text form).

9.2 The Contractor shall inform the Principal immediately if he believes that an instruction infringes data protection regulations. The Contractor shall be entitled to stop implementing the corresponding instruction until it is confirmed or changed by the Principal.

10. Erasure and Return of Personal Data

10.1 Copies or duplicates of the data shall not be produced without the knowledge of the Principal. This shall not include backup copies, if they are required to ensure proper data processing, and data which are necessary to fulfil legal retention obligations.

10.2 At the end of the contractually agreed work or earlier following a request by the Principal – immediately after the end of the Service Agreement – the Contractor shall return to the Principal all documents, produced processing and utilisation results and datasets which are in his possession and relate to the Agreement, or shall destroy these documents, results and datasets according to data protection requirements after prior agreement. This provision shall also apply to test and scrap material. On request, the erasure report shall be presented.

10.3 Documentation serving as proof of contractual and orderly data processing shall be kept by the Contractor according to the respective retention periods after the Agreement has ended. The Contractor may hand over this documentation to the Principal for his exculpation at the end of the Agreement. The contractor reserves the right to determine the format in which the data will be handed over. For exports in other formats, the contractor may demand an expense allowance.

Principal	**Contractor** *onOffice GmbH*