

# Data Processing Agreement

between

Controller

address

– hereinafter referred to as “Controller”

and

**adventics GmbH**

**Münchener Str. 23a**

**85540 Haar bei München**

– hereinafter referred to as the “Processor”

and collectively referred to as “the Parties” –

is hereby agreed as follows:

## 1. Subject matter and Term

The Processor shall carry out the data processing listed in Annex 1. It shall describe the subject matter, nature, purpose and duration of the processing as well as the categories of data processed and data subjects.

## 2. Instructions by the Controller

- (1) The Processor shall process personal data only for the purposes listed in Annex 1 or on documented instructions from the Controller, unless the Processor is required to process certain personal data by law of the Union or a Member State to which the Processor is subject. In such a case, the Processor shall notify the Controller of those legal requirements prior to the processing, unless the law in question prohibits such notification on grounds of substantial public interest.
- (2) The Processor shall immediately inform the Controller if, in its opinion, an instruction of the Controller infringes the Union or a Member State data protection law.
- (3) Processing of the personal data provided by the Controller for other purposes than listed in Annex 1, in particular for its own purpose, is not permitted.

## 3. persons authorized to issue instructions to the customer, instructions to the contractor

- (1) Persons authorized to issue instructions to the Customer are:

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(2) Persons authorized to issue instructions to the Contractor are:

- Bernhard Gamper, Managing Director, Tel. +49 (89) 4444 33 130, bernhard.gamper@adventics.de
- Gunnar Heinrich, Managing Director, Tel. + 49 (89) 4444 33 140, gunnar.heinrich@adventics.de

(3) Communication channels to be used for instructions:

- Preferably e-mail

(4) In the event of a change or long-term prevention of the contact persons, the Contractual Partner shall be informed immediately and in principle in writing or electronically of the successors or the representatives.

#### **4. Technical and organisational measures**

- (1) The Processor shall undertake to implement the technical and organisational measures specified in Annex 3 to ensure the security of personal data. The measures shall ensure a level of protection appropriate to the risk involved in processing the data in scope of this Agreement. In assessing the appropriate level of security, the Parties shall take due account of the state of the art, the costs of implementation, the nature, scope, context, purposes of the processing and categories of data (in particular pursuant to Article 9(1) or Article 10 of the GDPR), as well as the different probabilities of occurrence and the severity of the risk for the data subjects.
- (2) The technical and organisational measures listed in Annex 3 are subject to technical progress and further development. They shall be adapted by the processor if the agreed level of security can no longer be guaranteed. The adaptation may only be carried out if they at least provide the same level of protection achieved when previous measures were in force. Unless otherwise stipulated, the Processor shall notify the Controller of the adjustments made willingly and without undue delay.

#### **5. Obligations of the processor**

- (1) The Processor confirms that it is aware of the relevant data protection regulations. The Processor shall organise the internal operating procedures within its area of responsibility in such a way that it meets the special requirements of an effective data protection management program.
- (2) The Processor shall grant access to the personal data undergoing processing to only to those employees familiar with the Data Protection Law in force and to the extent strictly necessary for implementing, managing and monitoring of the Agreement. The Processor shall ensure that persons authorised to process the personal data received have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- (3) To the extent required by law, the Processor shall appoint a data protection officer and provide his/her contact details in Annex 1. The Processor shall inform without delay and unrequested about any change of the Data Protection Officer.

- (4) The Processor shall carry out the processing in the territory of the Federal Republic of Germany, in a Member State of the European Union or within the European Economic Area. Any transfer of data to a third country by the Processor shall be done only on the basis of documented instructions from the Controller and shall take place if the specific legal requirements of the GDPR are met.

## **6. Assistance to the Controller**

- (1) The processor shall promptly notify the controller of any request it has received from the data subject. The processor shall assist the controller in fulfilling its obligations to respond to data subjects' requests to exercise their rights, taking into account the nature of the processing.
- (2) In addition to the processor's obligation to assist the controller pursuant to Clause 5(1), the processor shall furthermore assist the controller in ensuring compliance with the following obligations, taking into account the nature of the data processing and the information available to the processor:
  - a. the obligation to carry out an assessment of the impact of the envisaged processing operations on the protection of personal data (a 'data protection impact assessment');
  - b. the obligation to consult the competent supervisory authority/ies prior to processing where a data protection impact assessment indicates that the processing would result in a high risk in the absence of measures taken by the controller to mitigate the risk.
- (3) The Processor shall provide assistance in reviewing data breaches and implementing any notification obligations, as well as in complying with the obligation to ensure that personal data is accurate and up to date.
- (4) Furthermore, the Processor shall assist with appropriate technical and organisational measures to enable the Controller to fulfil its existing obligations towards the data subject.

## **7. Use of sub-processors**

- (1) The Processor has the Controller's general authorisation for the engagement of sub-processors. The Processor shall specifically inform the Controller in writing, of any intended sub-processing or change in sub-processors at least three weeks prior, thereby giving the Controller sufficient time to be able to object to such changes. The Processor shall provide the Controller with the information necessary to enable the Controller to exercise the right to object. The use of the sub-processors listed in Annex 2 shall be deemed to be approved, provided that the prerequisites set out in Section 6(2) of this Agreement are implemented.
- (2) Where the Processor engages a sub-processor for carrying out specific processing activities (on behalf of the Controller), it shall do so by way of a written contract, which may also be concluded in an electronic format, which imposes on the sub-processor, in substance, the same data protection obligations as the ones imposed on the data processor in accordance with the clauses in this Agreement. At the Controller's request, the Processor shall provide a copy of such a sub-processor agreement and any subsequent amendments to the Controller. The Processor shall remain fully responsible to the Controller for the performance of the sub-

processor's obligations in accordance with its contract with the Processor. The Processor shall notify the Controller of any failure by the sub-processor to fulfil its contractual obligations without undue delay.

- (3) The Processor shall ensure compliance with the provisions of Articles 44 to 50 of the GDPR in the event of a subcontracting involving a transfer of personal data within the meaning of Chapter V of the GDPR by providing, where necessary, appropriate safeguards in accordance with Article 46 of the GDPR.
- (4) Where the Processor engages a sub-processor in processing activities which involves a transfer of personal data within the meaning of Chapter V of Regulation (EU) 2016/679, the Processor and the sub-processor shall ensure compliance with Chapter V of GDPR by using standard contractual clauses adopted by the Commission in accordance with of Article 46(2) GDPR, provided the conditions for the use of those standard contractual clauses are met.
- (5) In the case of Section 6(4), the Processor shall carry out the assessment in accordance with Articles 14 and 15 of the Standard Contractual Clauses and make it available to the Controller upon request. If the Processor or the Controller come to the conclusion that further measures need to implemented to ensure an adequate level of protection, these measures shall be implemented by the Processor or the sub-processor respectively. The sub-processor may only be involved in the data processing once an adequate level of protection has been ensured.

## **8. Documentation and compliance**

- (1) The Processor shall provide the Controller with all information necessary to demonstrate compliance with the obligations set out in this Agreement and adapted directly from the GDPR. At the Controller's request, the Processor shall also allow and contribute to audits of the processing activities covered by this Agreement, at reasonable intervals or if there are indications of non-compliance of any required regulations. In deciding on a review or an audit, the Controller may take into account relevant certifications within the meaning of Article 28(5) GDPR held by the Processor.
- (2) The Controller may choose to conduct the audit by itself or mandate an independent auditor. The costs for this are covered by the Controller. Audits may also include inspections at the premises or physical facilities of the Processor and shall, where appropriate, be carried out with reasonable notice and in a manner that complies with the Processor's business and confidentiality obligations and, where possible, without disrupting operations.
- (3) The Processor warrants that it will assist in these audits to an appropriate extent, if necessary. Expenses incurred for up to 4 hours shall be covered by the Processor. All expenses incurred in excess of this shall be covered by the Controller.
- (4) The Parties shall make the information referred to in this Agreement, including the results of any audits, available to the competent supervisory authority/ies on request.

## 9. Infringements to be notified

- (1) The Processor shall inform the Controller without undue delay of any disruptions to operations that entail risks for the Controller's data, as well as when data protection breaches in connection with the Controller's data become known. The same shall apply if the Processor establishes that the security measures taken by the Processor do not meet the legal requirements.
- (2) The Processor is aware that the Controller is under an obligation to comprehensively document all breaches of personal data protection and, if necessary, to report them to the supervisory authority/ies or the data subject. The Processor shall notify the Controller without undue delay after the Processor having become aware of the breach. Such notification shall contain, at least:
  - Description of the nature of the breach, including, where possible, the categories and approximate number of individuals and data sets affected,
  - Name and contact details of contact persons for further information,
  - a description of the likely consequences of the injury, and
  - a description of the measures taken or proposed to correct the breach or mitigate the resulting adverse effects.

## 10. Termination

- (1) Following termination of the Agreement, the Processor shall delete or return all personal data processed on the behalf of the Controller unless the Union or a Member State law requires storage of the personal data. This shall also apply to any existing copies in accordance with the technical and organizational measures taken. The Processor shall notify the Controller of the deletion and return of the data in writing.
- (2) the Controller may terminate the contractual relationship without notice if the Processor commits a serious breach of the provisions of this Agreement or of data protection regulations and the Controller cannot reasonably be expected to continue the contractual relationship until the conclusion of the notice period or until the agreed termination of the Agreement.
- (3) The Processor may terminate the contractual relationship without notice if the Controller insists on the fulfilment of its instructions even though such instructions violate applicable legal requirements or this Agreement and the Processor has notified the Controller thereof.

## 11. Final provisions

- (1) If the property of the Controller which is held by Processor is at risk by actions of third parties (for example by attachment or seizure), by insolvency proceedings or by other events, the Processor shall notify the Controller immediately. A right of retention is excluded with regard to data carriers and data files of the Controller.
- (2) The grounds for the Agreement, amendments to the Agreement and ancillary agreements must be in writing, which may also be in an electronic format.
- (3) In the event of any conflict between these contractual clauses and the provisions of related agreements existing between the parties or subsequently entered into or concluded, these clauses shall prevail.
- (4) Should individual parts of this agreement be invalid, this shall not affect the validity of the remainder of the agreement. In this case, as well as in the case of a gap requiring regulation, the Client and the Contractor shall agree on a solution that comes closest to the economic objective of all parties involved (Client, Contractor, Recipient and affected persons).

## Exhibitor

### Annex 1

#### Description of processing

<b>Subject matter of the processing</b>	<p>Deployment of the Scan2Lead application: Operation, maintenance and support of the application software</p> <p>Operation of the Scan2Lead application: Capture and mapping of contact and address data (capture of visitor badge barcode and visitor contact information on business cards.</p>
<b>Nature and purpose of the processing</b>	<p>Deployment of the Application: Data is collected, stored and processed to create and manage access to the Application.</p> <p>Operation of the application: Analysis and matching of data to sort and provide contact and address data for import into the exhibitor's CRM system.</p>
<b>Categories of personal data processed</b>	<p>Deployment of the application:</p> <ul style="list-style-type: none"> <li>- Name,</li> <li>- First name,</li> <li>- E-mail address.</li> </ul> <p>Operation of the application:</p> <ul style="list-style-type: none"> <li>- Salutation,</li> <li>- title, if applicable,</li> <li>- first name,</li> <li>- last name,</li> <li>- Image,</li> <li>- Company,</li> <li>- function,</li> <li>- phone number,</li> <li>- mobile phone number,</li> <li>- e-mail address,</li> <li>- address,</li> <li>- VAT ID if applicable,</li> <li>- LinkedIn / Xing profile.</li> </ul>
<b>Categories of data subjects whose personal data is processed</b>	<p>Deployment of the application: Employees of the client (exhibitor)</p> <p>Operation of the application: Potential and existing customers as well as business partners of the exhibitors</p>
<b>Duration of the processing</b>	<p>The duration of the order results from the duration of the order or the actual use by the client.</p>

<b>Controller's data protection officer</b>	[...]
<b>Processor's data protection officer</b>	datenschutz süd GmbH Wörthstraße 15 97082 Würzburg Tel.: +49 931 30 49 76 0



## Annex 2

### List of sub-processors used, including processing sites

SUB - PROCESSOR	PROCESSING SITE	DESCRIPTION OF THE PROCESSING	GUARANTEES AGREED WITH THE SUB-PROCESSOR*.
Microsoft Ireland Operations Ltd.	South County Business Park, One Microsoft Place, Carmanhall and Leopardstown, Dublin, D 18 P 521, Irland	MS Azure Cloud Services for Data Management and Storage EU	EU Standard Contractual Clauses, Adequacy Decision (EU-U.S. Data Privacy Framework).
ABBYY Europe GmbH	Friedenstraße 22B, 81671 Munich, Germany	Business card recognition module	
ActiveCampaign LLC („Postmark“)	1 N Dearborn St FL 5, Chicago, IL 60602, USA	E-mail dispatch (info e-mails to Scan2Lead users)	EU Standard Contractual Clauses, Adequacy Decision (EU-U.S. Data Privacy Framework).
Zoho Corporation Pvt. Ltd.	Beneluxlaan 4B, 3527 HT Utrecht, Niederlande	E-mail dispatch, internal administration, administration of customer data and customer support, invoicing	

\*Guarantees may include EU Standard Contractual Clause (SCC), approved Binding Corporate Rules (BCR), or adequacy decision.