
General Terms and Conditions (GTC)

for QM & IT consulting services, training & webinars and the Tecurat online store

of

tecurat GmbH
An der Eichheide 17, 14621 Schönwalde-Glien OT Pausin

(hereinafter referred to as **Tecurat** or **Contractor**)

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Part A General part

§ 1 Scope of application

(1) The provisions of § 1 to § 16 apply to all consulting services and online offers of Tecurat and to all contracts of Tecurat with its clients, regardless of the content and legal nature of the consulting services offered or contractually assumed by Tecurat. Contractual services are not subject of the contract.

(2) Insofar as consulting contracts or offers of Tecurat contain provisions that deviate from the following General Terms and Conditions of Contract, the individually offered or agreed contractual provisions shall take precedence over these General Terms and Conditions of Contract.

§ 2 Services of the Contractor

(1) Unless otherwise agreed in individual cases, the activity of the Contractor¹ consists of providing independent advice to the Client as a service, free from instructions.

(2) If the Contractor acts as a data processor for the Client within the meaning of the European General Data Protection Regulation (EU GDPR), the Contractor shall take appropriate technical and organizational measures to ensure that the data processing is carried out in accordance with the EU GDPR.

(3) The specific content and scope of the work to be performed shall be described in the Contractor's quotation and confirmed by the Client by means of a written acceptance of the offer or order.

(4) If the need for additional or supplementary activities arises, the Contractor shall draw the attention of the Client to this fact. In this case, the Contractor shall also extend the order by the Client requesting or accepting the additional or supplementary work.

(5) The provision of legal or tax advice is excluded as part of the contract.

(6) Unless otherwise contractually agreed, no specific result is owed or guaranteed.

(7) The Client shall be solely responsible for deciding on the type, scope and timing of the implementation of the measures recommended or agreed upon by the Contractor. This also applies if the Contractor accompanies the implementation of agreed plans or measures by the Client.

(8) The Contractor shall base his activities on the fact that the information and documents provided by the Client are complete and correct. The Contractor is not obliged to check the accuracy, completeness or correctness or to carry out his own investigations. This also applies if, within the framework of the order placed, the Contractor is required to carry out plausibility checks which are based

solely on the information, details or documents provided by the Client and do not involve checking them.

(9) The Client's forwarding or presentation of written elaborations or results of the Contractor to third parties shall require the prior consent of the Contractor and shall be made solely in the interests of and on behalf of the Contractor. The third party shall not thereby be included in the scope of protection of the agreement between the Client and the Contractor. This shall also apply if the third party bears or assumes all or part of the remuneration of the activities of the Contractor for the Client.

§ 3 Obligations of the client to cooperate

(1) The Client shall designate a responsible contact person who can answer all necessary questions and make all related decisions. In addition, the Client shall provide the Contractor with the information and documents required for the execution of the commission in full and with the correct content.

(2) The Client confirms to the Contractor that the information and documents provided by the Client are complete and correct and that there are no indications or that the Client is aware of any indications that could call their completeness and correctness into question.

(3) If the Client fails to provide the required cooperation or fails to provide it in full after being requested to do so by the Contractor, the Contractor shall be entitled, but not obliged, to terminate the concluded agreement without notice after giving prior written notice. In this case, the Contractor may invoice the Client either for the services actually rendered up to the time of termination or, instead, for the agreed or anticipated total remuneration less the expenses saved as a result of the early termination of the contract.

(4) All communication with the Client shall be in German or English. In addition, the Client is obliged to provide the necessary documents in German or English. If employee interviews are required as part of the services offered, the Client shall ensure that these can be conducted in English or German. The support of other languages must be requested by the Client before placing the order and, if possible, confirmed by Tecurat.

(5) Service-specific duties to cooperate may differ from the general duties to cooperate and are set out in sub-documents B and C or in the relevant service offer.

§ 4 Data backup of the Client

If the tasks assumed by Tecurat involve work by Tecurat consultants on or with the Client's IT equipment, the Client shall ensure in good time prior to the commencement of the corresponding activities of the Tecurat consultants that the recorded data can be reconstructed from machine-readable data carriers with reasonable effort in the event of destruction or falsification.

¹ Unless otherwise indicated, the personal designations used in these GTCs refer to all genders

§ 5 Remuneration

(1) Unless otherwise agreed in individual cases, the Contractor's services shall be invoiced on a time and material basis in accordance with the hours or daily rates agreed in the respective service offer (one day corresponds to eight hours), plus travel costs and expenses.

(2) The time and fee forecasts of the Contractor in connection with the execution of an order constitute a non-binding estimate. Deviations from the estimate cannot be ruled out by the Contractor, as the time required may depend on factors that cannot be foreseen or influenced by the Contractor.

(3) If the estimated time or fee is exceeded due to circumstances for which the client is responsible (e.g. insufficient cooperation on the part of the client), the resulting additional expenditure shall be remunerated in accordance with the agreed daily rates.

(4) If the actual processing time exceeds the estimated time or fee by more than 30%, the Client shall be entitled, at the Client's option and after notification by the Contractor, either to terminate the assignment and pay for the work performed up to that point at the agreed terms and conditions, or to continue the assignment and pay for the additional working time on the basis of an hourly or daily rate..

(5) If the client cancels agreed services with less than 10 working days' notice, the client shall pay 100% of the agreed fee as a cancellation fee. In the event of a short-term postponement by the client, no fee shall be payable. Cancellations or postponements must always be made in text form by e-mail, fax or letter

(6) For work carried out at the Client's request on working days (Monday to Friday) between 20:00 and 06:00 (CET/CEST), the booked and chargeable expenses shall be multiplied by a factor of 1.5. On Saturdays, Sundays and public holidays, they are multiplied by a factor of 2.0. Activities requested by the Client outside regular working hours must be requested by the Client and confirmed by Tecurat before the order is placed.

(7) Services may be charged at a fixed price if the service to be provided is a service that can be performed as a trade and is accepted by the contractor. If a service is provided at a fixed price, the contractor is not obliged to estimate or document the expenses. Unless otherwise agreed in writing in individual cases, travel costs and expenses shall be included in the fixed price.

(8) The project costs may be increased by general expenses such as bank charges, office supplies or communication, for example. These will not exceed 2% of the fee volume without consultation with the Client.

(9) The client undertakes to pay the costs within the agreed payment period. After expiry of this period, the client shall be in default of payment. No further reminder is required. A flat-rate reminder fee of EUR 50 shall be charged.

(10) During the period of default, the consumer shall pay interest on the debt at a rate of 5% above the prime rate. During the period of default, the trader shall pay interest on the debt at a rate of 8% above the prime rate.

(11) We reserve the right to prove and assert a higher damage caused by delay against the entrepreneur.

§ 6 Payment modalities

Invoices shall be payable in full upon receipt by the Client. Invoices must be paid into the account specified by the Contractor no later than 14 calendar days after the invoice date.

§ 7 Tax regulations

(1) The remuneration agreed with the Contractor shall be net prices and shall be payable plus the applicable statutory national valueadded tax.

(2) The Client is obliged to inform Tecurat of the billing address and the respective place of performance when placing the order. If this place of performance is to be regarded as a permanent establishment of the Client, it is to be taken into account as the place of performance and the correct tax regulations for this place are to be applied for invoicing. If the Client does not provide separate information, Tecurat assumes that the address stated in the offer is to be accepted both as the billing address and as the place of performance.

(3) Irrespective of this, the Client is obliged to provide Tecurat with the following information when placing the order in the case of one or more places of performance outside Germany:

- (a) Place of performance outside Germany but within the EU: Indication of the valid VAT identification number of the place of performance notified to Tecurat in accordance with paragraph 2.
- (b) Place of performance outside Germany and outside the EU: Submission of a "certificate of registration as a taxable person (entrepreneur)" issued by the competent foreign tax office for the places of performance notified to Tecurat in accordance with paragraph 2.

(4) If the place of performance is outside Germany, Tecurat shall not charge VAT when issuing the invoice, provided that the Client provides Tecurat in good time before the first invoice is issued with the necessary information or documents listed in § 7 (2) and (3) so that the VAT can be taken into account. If the required evidence is not submitted in good time, Tecurat shall be entitled to issue the invoice with the statutory VAT applicable at the time (19% in accordance with the current legal situation) and to pay this to the competent German tax office.

(5) Invoices shall be issued in accordance with the German Value Added Tax Act (UStG) and, where applicable, the European Value Added Tax Directive. Accordingly, the provision of other services to an entrepreneur established in a third country is not taxable in Germany. This means that the invoice will be issued without VAT (net).

It is agreed that any taxes and duties due under laws other than German law shall be the (economic) responsibility of the recipient of the service and that the recipient shall be responsible for proper declaration to the local tax authorities. This agreement includes all types of taxes, in particular VAT and all withholding taxes. Alternatively, the price of the Services shall be increased by the amount of such taxes and duties. The Service Provider shall be entitled to claim

such taxes and duties from the Service Recipient even after the exchange of services has been completed.

§ 8 Impediments to performance, default, impossibility

(1) Tecurat shall only be in default with its services if certain completion dates have been agreed as fixed dates and Tecurat is responsible for the delay. For example, Tecurat shall not be responsible for example, for the unforeseeable absence of the consultant designated by Tecurat for the project, force majeure and other events which could not be foreseen at the time of the conclusion of the contract and which make it impossible or unreasonably difficult for Tecurat to provide the agreed service, at least temporarily. Force majeure includes strikes, lockouts and similar circumstances that affect Tecurat directly or indirectly, provided that these measures are not illegal and are not caused by Tecurat.

(2) If the impediments to performance are of a temporary nature, Tecurat is entitled to postpone the fulfilment of its obligation for the duration of the impediment and for a reasonable start-up period. If, on the other hand, Tecurat's performance becomes permanently impossible due to obstacles within the meaning of § 8 para.(1), Tecurat shall be released from its contractual obligations.

(3) Insofar as Tecurat is responsible for the delay or impossibility, § 9 para.(5) to(8) shall apply in addition.

§ 9 Liability

(1) Information, explanations, advice or recommendations given verbally or by telephone are given to the best of our knowledge and belief. However, they are only binding if they are confirmed in writing.

(2) Any liability or guarantee for the success of the measures recommended by the Contractor is excluded. This also applies if the Contractor accompanies the implementation of agreed or recommended plans or measures.

(3) The Contractor shall not be liable for any lack of economic success on the part of the Client.

(4) The liability of the Contractor is excluded if the damage and/or any defects in a work created by Tecurat are due to the fact that the Client has not, not completely or not on time fulfilled his obligations to cooperate as set out in § 3. In the event of a dispute, the Client must provide proof of the complete and timely fulfilment of all obligations to cooperate. Furthermore, Tecurat shall not be liable for any damage suffered by the Client as a result of Client's failure to comply with the obligation to cooperate as referred to in § 4.

(5) In the event of simple negligence on the part of its executive organs or employees, Tecurat shall only be liable for damages to the Client for damage if and insofar as the damages are based on the breach of such obligations, the fulfilment of which is absolutely necessary in order to achieve the purpose of the contract. Otherwise, Tecurat shall only be liable for damages arising from delay, impossibility of performance, positive breach of contract, culpa in contrahendo or unlawful acts if and to the extent that they have been caused by Tecurat intentionally or through gross negligence.

(6) Tecurat's liability is limited to the damage that Tecurat can reasonably be expected to suffer. The amount of liability is limited to a

maximum of € 20,000 per claim. Tecurat is only liable for damages in the case of intentional or grossly negligent causation or insofar as the agreed liability insurance is not liable due to serial damages or other circumstances for which Tecurat is responsible.

(7) The restrictions in § 9 para.(5) and(6) do not apply if and insofar as claims for damages are based on the absence of any warranted characteristics of a work to be provided by Tecurat.

(8) All possible claims for damages against Tecurat shall become statute-barred after 3 years at the latest. The period of limitation begins with the recognizability of a damage, but at the latest with the completion of the contractual activity.

(9) The foregoing provisions shall also apply in favour of the Contractor's employees and other vicarious agents.

§ 10 Confidentiality

(1) "Confidential Information" means all information (whether written, electronic, oral, digitally embodied or in any other form) exchanged between the Parties for the aforesaid purpose, whether or not marked "Confidential". Confidential Information in this sense includes in particular

- (a) offer and contract documents, project contents and results, specifications, drawings, software material, data, know-how or trade secrets;
- (b) all documents and information of the Owner which are subject to technical and organizational measures of confidentiality and which are marked as confidential or are to be regarded as confidential according to the nature and information or the circumstances of the transmission;
- (c) the existence of this Agreement and its content.

Confidential Information does not include information in respect of which the party receiving the Confidential Information can demonstrate that the Confidential Information is:

- (a) is in the public domain at the time of disclosure and this fact is not the result of wrongful conduct by the receiving party; or
- (b) was already known to the receiving party without restriction, i.e. lawfully and without obligation of confidentiality, at the time of disclosure to the receiving party, and written evidence to that effect is in the possession of that party; or
- (c) was developed by the receiving party itself independently of the disclosed information, as evidenced by access to the written record; or
- (d) was provided or made available to the receiving party by an authorized third party without breach of any obligation of confidentiality; or
- (e) is exempted from such restrictions with the written consent of the Disclosing Party.

(2) The parties agree to:

- (a) to keep Confidential Information confidential with at least the same degree of care as they would normally use to protect their own confidential or proprietary information; and
- (b) to use Confidential Information only for the purposes contemplated by this Agreement; and
- (c) to limit the disclosure of such information to those employees who need to know it for the intended purpose and to inform the authorized employees of their obligations under this Agreement. The Parties shall ensure that all Authorized Employees are aware of the essential contents of this Agreement; and
- (d) if the Parties enter into contracts with third parties as part of the business relationship between the Parties, to enter into agreements with such third parties that are consistent with the content of this Agreement and to ensure compliance therewith; and
- (e) not to disclose to third parties under any circumstances any information relating to amounts of remuneration, transfer prices, commissions or other payments offered, negotiated or changed in connection with a contractual relationship, and to ensure that such information is disclosed only to those of its employees who have a need to know such information in order to make a decision about entering into a contractual relationship or to perform a contract entered into; and
- (f) also to protect the Confidential Information from unauthorized access by third parties by means of appropriate confidentiality measures and to comply with the statutory and contractual provisions on data protection when processing the Confidential Information. This also includes state-of-the-art technical security measures (Art. 32 GDPR) and the obligation of employees to maintain the confidentiality of personal data and to comply with data protection within the meaning of Art. 28 para. 3 lit. b GDPR.

(3) Each Party shall be entitled to disclose Confidential Information to the extent it is required to do so by law or governmental order, provided that it has notified the other Party in writing of the intended disclosure (to the extent legally possible and practicable) and has taken reasonable precautions to minimize the extent of disclosure as required by law.

§ 11 Data protection

(1) As part of the provision of services, it is possible that the consultants and/or vicarious agents of the Contractor may inspect any personal data stored by the Client. The inspection is to be qualified as a transfer process under data protection law.

(2) By signing the Service Agreement or the Offer that forms part of the intended contract, the Client confirms that it is authorized to transmit any personal data. Otherwise, the Client shall take appropriate measures (e.g. pseudonymization or anonymization) to prevent access to personal data.

(3) The Contractor shall require all employees involved in the performance of the Contract to comply strictly with the applicable data protection regulations. The Contractor shall not store any personal data viewed in the course of the provision of services or shall only store, use or process such data to the extent and for as long as this is absolutely necessary for the fulfilment of the respective contract.

(4) Otherwise, any further processing of personal data by the Contractor shall be carried out exclusively on the instructions of the Client. The Contractor may only process or use the Client's data within the scope of such instructions. (e), the parties shall enter into a contract for the processing of order data.

(5) To the extent that we are required by law - for example, under commercial or tax law - to retain personal data, we will do so for the duration of the retention period. Once the retention period has expired, we will review whether there is any further need to process the data. If it is no longer necessary, the data will be deleted. The review of the retention obligations and the deletion of data by the Contractor will take place at the end of each calendar year.

§ 12 Other activities

The Contractor is free to work for other clients. The prior consent of the Client is not required.

§ 13 Copyright, rights of use and exploitation

(1) The Client is entitled to use the contractual service exclusively for the contractually agreed purpose without local, personal or quantitative restrictions. For this purpose, the Contractor grants the Client the irrevocable, worldwide, perpetual and non-exclusive right of use. The Client's own exploitation of these rights, such as sale or commercial transfer, is prohibited, i.e. in particular the Client is prohibited from using the work results or attempting to use them outside the scope of this contract, e.g. to commercially exploit or imitate the results etc. in any way itself (in particular by way of so-called "reverse engineering") or to have them exploited or imitated by third parties.

(2) The commercial transfer of training material and document templates by the Client is also excluded from the transfer of rights of use pursuant to § 13 para. (1)

(3) The Client grants the Contractor the right to use the Client's name, the Client's logo and a link to the Client's website for advertising purposes as a reference Client in both print and electronic media without restriction as to time, place or content, as part of the Contractor's commercial activities. The Client may revoke this consent at any time for good cause.

§ 14 Feedback on the Contractor's performance

In order to continuously improve the services and adapt them to the needs of the client, the Contractor asks the Client to provide feedback on satisfaction after the services offered have been carried out.

§ 15 Final provisions

(1) All annexes to the service agreement or the offer form part of the Agreement between the Contractor and the Client. The

provisions in the service agreements shall replace the GTC in the event of any discrepancies.

(2) Amendments or additions to the order or these General Terms and Conditions must be made in writing in order to be valid. A tacit amendment of the commission or the General Terms and Conditions is excluded.

(3) Should any provision of a service agreement or these terms and conditions be or become legally invalid, this shall not affect the legal validity of the remaining provisions of the order or these terms and conditions. In such a case, the contracting parties shall agree on a legally valid provision that comes as close as possible to the meaning and purpose as well as the economic objective of the invalid provision. The same procedure shall apply if the order or these terms and conditions of business contain a loophole which is contrary to the rules and which is to be closed by a supplementary interpretation of the contract.

(4) The laws of the Federal Republic of Germany shall apply exclusively, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

(5) The exclusive place of jurisdiction shall be Potsdam if the Client is a merchant. The Contractor is also entitled to sue at the general place of jurisdiction of the Client.

(6) In case of doubt, the German contractual text of the General Terms and Conditions and its components as well as the service offers of the Contractor shall take precedence over translations into other languages.

(7) Service specific terms and conditions may deviate from the General Terms and Conditions and are regulated in the individual agreements, service contents or in the partial GTC Part B and Part C.

Part B Special conditions for Tecurat IT services

§ 1 Object of the agreement

(1) The additional provisions of Part B of this Agreement shall take precedence over the provisions listed in Part A and shall apply to services provided by the Contractor in which it performs configuration and optimization work (hereinafter referred to as **software configuration**) on software systems as part of its consulting activities for the Client. These software systems are primarily data and process management systems. Contractual services are not the subject of this Agreement.

§ 2 Liability, limitation of liability, exclusion of liability

(1) The Contractor is neither the manufacturer nor the owner of the software to be configured or of the hardware on which this software is operated. The IT service does not result in a general transfer of liability for the software or hardware of the IT system to be configured.

(2) The Contractor is not obliged to check whether the Client has full and unrestricted rights to the IT system and/or application to be

configured, or whether the Client is authorized to make or have made changes to the software configuration.

(3) Liability for loss of data shall be limited to the typical recovery costs that would have been incurred if backup copies had been made regularly and in a manner commensurate with the risks. The Contractor shall not be liable for damage caused by the Client interrupting the configuration work during its execution.

§ 3 Indemnification obligation of the Client

(1) If a third party (e.g. a Client or service provider of the Client) makes a claim against the Contractor by due to the effects of the software configuration on the IT system and/or the application, the Client undertakes to indemnify the Contractor from all claims, provided that

- (a) the configuration service provided complied with a recognized and appropriate standard (otherwise Part A § 9 applies accordingly) or
- (b) the damage was (partly) caused by a breach of duty by the Client because the Client had a third party IT system/application tested without appropriate authorization, did not inform the third party concerned of the software configuration that was being carried out or did not do so within a reasonable period of time, or did not have data protection authorization for the transfer of personal data.

(2) The obligation to indemnify refers to all expenses necessarily incurred by the Contractor or his employees and other vicarious agents as a result of extrajudicial, official and/or judicial claims by a third party. The Client shall bear all costs and fees for the necessary legal proceedings and shall reimburse all damages, losses and expenses.

§ 4 Warranty

(1) The Contractor expressly draws the attention of the Client to the fact that the configuration work on the software may have a temporary impact on the integrity and availability of the respective IT systems and/or applications.

(2) The Contractor guarantees and ensures that the methods and tools used to configure the software comply with a recognized and appropriate standard.

(3) The Contractor shall have no further obligations or warranties. The Contractor shall not be subject to any warranty liability in the event of damage due to impairment of the integrity and/or availability of the IT system to be configured and/or the application, which is or has been caused by proper processing, i.e. processing carried out in accordance with recognized and appropriate standards.

(4) In all other respects, Part A § 9 shall apply mutatis mutandis.

§ 5 Obligations of the Client to cooperate

(1) By commissioning the service agreement, the Client assures that the software configuration is or will be carried out on the

Client's IT systems and/or applications provided by the Client in writing for the purpose of implementation.

(2) Insofar as the software configuration is not carried out on the IT systems and/or applications of the Customer, the Customer assures by commissioning the service agreement that it has the full and unrestricted right to carry out the modification on the IT systems and/or applications.

(3) At the request of the Contractor, the Client must prove that he has the unrestricted right to commission the contractor to carry out the software configuration and that he has the right to access the IT systems and/or applications.

(4) Before the Contractor carries out the software configuration, the Client undertakes to make a complete back up of all IT systems and/or applications to be processed by the Contractor and the associated data. In addition, the Client shall take all necessary security measures prior to the use of the service, including measures that go beyond data backup, in order to be able to restore the IT systems and/or applications and data to their original state after the software configuration, if necessary.

(5) Depending on the type of configuration work, the Client shall provide the Contractor with the information and documents required to carry out the work - as safely and undamaged as possible. Before carrying out the software configuration, the Contractor shall inform the Client of the information required. The Client shall then provide the Contractor with the required information in a timely, complete and correct manner.

(6) Prior to carrying out the software configuration, the Client shall inform affected third parties of the work to be carried out within a reasonable period of time, since in the case of a software modification, despite sufficient security, an impairment of the proper operation of these IT systems and/or applications cannot be ruled out.

(7) The Client is expressly advised that the Software Configuration may cause damage to existing IT systems and/or applications. In particular, the Software Configuration may cause damage and changes to content and data, e.g. on a form page in the form of layout changes or impairments to the Client's server. Such damage can usually only be rectified by importing (partial) backups or by the Client carrying out - sometimes extensive - rework. The Client is also advised that the Client's IT systems and/or applications may not be usable during the software configuration.

§ 6 Tools and instruments used

(1) Within the scope of technical security analyses, the contractor shall use state-of-the-art tools and methods suitable for the interfaces of the software systems to be configured. If additional licenses are required for the operation of the software configuration, these license costs are already included in the respective offers and will not be charged separately.

Part C Special conditions for the Tecurat online store

§ 1 Object of the agreement

(1) The additional provisions of Part B of this Agreement take precedence over the provisions listed in Part A and apply to services of the Contractor that are primarily distributed via the Tecurat online shop. These include, but are not limited to, courses, seminars, learning materials, document templates, checklists and commentaries on standards and laws.

(2) Unless expressly stated or agreed, the Contractor is the Organizer of the courses and seminars.

§ 2 Conclusion of contract

(1) Our quotations are subject to change without notice. We expressly reserve the right to make changes in technology, shape, color and/or weight within reasonable limits.

(2) By ordering goods, the Client makes a binding declaration that he wishes to purchase the goods ordered. We are entitled to accept the contractual offer contained in the order within two weeks of receipt. Acceptance may be declared either in writing or by delivery of the goods to the Client.

(3) If the consumer orders the goods electronically, we will confirm receipt of the order immediately. The confirmation of receipt does not constitute a binding acceptance of the order. The confirmation of receipt may be sent together with the declaration of acceptance or separately.

(4) The conclusion of the contract is subject to correct and timely delivery by our suppliers. This shall apply even if we are not responsible for the non-delivery, in particular if a congruent hedging transaction has been concluded with the supplier. The Client will be informed immediately of the non-availability of the goods. Any purchase price paid will be refunded immediately.

(5) If the consumer orders electronically, the text of the contract will be stored by us and sent to the customer by e-mail upon request, together with these General Terms and Conditions.

§ 3 Use of subscriptions

(1) Subscriptions are for 12 months unless otherwise stated or agreed. The term is automatically renewed if it is not cancelled by either party before the end of the membership year. Notice of termination must be given in writing. The right to extraordinary termination remains unaffected.

(2) The subscription fee is due at the beginning of the respective membership period.

(3) If the subscription includes access to electronic data on one of Tecurat's portals, this access is personal and may not be passed on to third parties. It is forbidden to distribute the content or publish it in any way without authorization.

§ 4 Supplementary provisions for seminars and training courses

(1) The Contractor shall enable any interested party to participate in the face-to-face or online seminars offered by the Contractor. In the case of events with a limited number of participants, the interested party has no right to participate

(2) The training shall be conducted in accordance with the published program content, the applicable legal provisions and the recognized rules of technology.

(3) All information regarding the location and schedule of the event will be provided to the Client in a timely manner prior to the start of the seminar. The subject matter, scope, form and objective of the seminar are set out in the seminar program.

(4) In the case of an online seminar, the Client must have suitable terminal equipment and a sufficient Internet connection. The technical requirements are specified in the seminar program. In the case of a classroom seminar, the participant is obligated to comply with the house rules applicable at the place of the seminar and to follow the instructions of the instructors as well as those of the representatives and vicarious agents of the service provider.

(5) Insofar as requirements for admission to the events exist, the Contractor shall be entitled, but not obliged, to check these. If the Contractor makes use of this right, the interested party shall be obliged to provide this proof upon request. If the Contractor does not exercise his right, the interested party shall be obliged to pay the course fees even if the admission requirements are not met.

(6) The instructors are free to design their presentations and are responsible for the content of their presentations. The Organizer is not responsible for the content of the seminar. The Organizer neither guarantees nor owes any success in connection with participation in the seminar.

(7) The Organizer is entitled to make changes to the seminar for important reasons, if and insofar as this is reasonable for the customer and the goal of the training is not fundamentally changed. There is no right to have the seminar held by a particular speaker or at a particular location..

(8) The Contractor reserves the right to cancel announced or commenced training measures due to a lack of participants, illness of speakers or other disruptions to business operations for which the Contractor is not responsible. In this case, any fees already paid will be refunded. However, Contractor will use its best efforts to re-schedule the seminar or to provide an online version of a classroom seminar.

(9) Unless otherwise agreed, travel, accommodation and meals are not included in the seminar fee and are the responsibility of the Client.

(10) After payment of the seminar fee, the Client will receive the admission ticket (for classroom seminars) or the access data (for online seminars).

(11) The seminar documents and the materials provided are protected by copyright. Any duplication, distribution and/or public reproduction of the lecture or the documents requires the prior written consent of the lecturer and the Organizer.

(12) The Client hereby irrevocably agrees that the Organizer may make photographic, audio and video recordings of the Client at the Seminar. The Client will be informed in advance of such recordings. Furthermore, the Customer hereby irrevocably agrees that the Event Organizer may use these recordings to advertise the products and seminars offered by the Event Organizer. This includes in

particular the use in flyers, on the website, on the internet presence of the organizer on third platforms (e.g. Facebook, YouTube) and in newspaper advertisements.

§ 5 Retention of title

(1) In the case of contracts with consumers, the Contractor retains title to the goods until the purchase price has been paid in full. In the case of contracts with entrepreneurs, we retain title to the goods until all claims arising from an ongoing business relationship have been settled in full.

(2) The Client is obliged to treat the goods with care. If maintenance and inspection work is necessary, the Customer must carry this out regularly at his own expense, unless otherwise agreed in an individual contract.

(3) The Client is obliged to inform the Contractor immediately of any access by third parties to the goods, e.g. in the event of seizure, as well as of any damage to or destruction of the goods.

(4) The Contractor shall be entitled to withdraw from the contract and demand the return of the goods if the Client acts in breach of contract, in particular in the event of default in payment and breach of any of the obligations specified in § 5 para.(2) and(3) of this provision.

(5) The Client is entitled to resell the goods in the ordinary course of business. He hereby assigns to us all claims in the amount of the invoice amount which accrue to him against a third party as a result of the resale. We accept the assignment. After the assignment, the Contractor is authorized to collect the claim. The Contractor reserves the right to collect the claim itself as soon as the Client fails to properly meet its payment obligations and is in default of payment.

§ 6 Withdrawal, termination and right of withdrawal and return for distance selling contracts

(1) For contracts with consumers, the consumer has the right to withdraw from the contract within a period of two weeks after receipt of the goods, if it is a distance contract. The revocation does not have to contain a reason and must be declared to the seller in text form or by returning the goods. The timely dispatch of the revocation suffices to comply with the time limit. The revocation period begins with the notification of the right of revocation by us, in case of delivery of goods not before the day of their receipt by the Client, in case of recurring performance of similar goods not before the day of receipt of the first partial delivery.

(2) The right of withdrawal does not apply to the delivery of goods or services that are manufactured according to the Client's specifications or that are clearly tailored to personal needs or that are not suitable for return due to their nature.

(3) Cancellations received by the Organizer less than 4 weeks prior to the start of the event are subject to a cancellation fee of 50% of the participation fee. Cancellations received by the organizer less than 2 weeks prior to the start of the event, absences from the event, or termination of participation must be paid in full. It is possible to nominate a substitute participant, provided the event has

not yet started and the participant meets the admission requirements. The participant's right of withdrawal shall take precedence.

(4) In the case of training measures with a duration of up to 12 months, the contract ends automatically at the end of the training measure. Premature cancellation is not possible.

(5) The statutory right of extraordinary termination for good cause remains unaffected.

(6) In the case of sending goods, the consumer shall bear the cost of returning the goods in the event of exercising the right of revocation.

(7) Consequences of revocation: In the event of an effective revocation, the services received by both parties shall be returned and any benefits derived (e.g. interest) shall be surrendered. If you are unable to return the services received in whole or in part, or only in a deteriorated condition, you may be required to pay compensation. This does not apply if the deterioration of the goods is exclusively due to their inspection. In all other respects you can avoid the indemnification according to value obligation, by taking the thing not like an owner in use and omitting everything, which impairs their value.

§ 7 Remuneration

(1) The offered price or remuneration is binding. The purchase price for consumers or for distance selling contracts includes the statutory VAT. In the case of companies, the statutory VAT is shown separately. In the case of mail order purchases, a delivery fee of at least €7.95 shall be added to the purchase price. The Client does not incur any additional costs when ordering by means of distance communication. If the buyer is a consumer, the purchase price can be paid in advance, cash on delivery or in cash. For companies, the purchase price can be paid on account or in cash.

(2) The Client undertakes to pay the purchase price within the agreed payment period. After this period has expired, the customer is in default of payment. No further reminder is required. During the period of default, the consumer shall pay interest on the debt at a rate of 5% above the base rate. During the period of default, the entrepreneur shall pay interest on the debt at a rate of 8% above the base rate. We reserve the right to prove and assert a higher default damage against the entrepreneur.

(3) The Client shall only be entitled to a right of set-off if his counterclaims have been legally established or recognized by us. The Client may only exercise a right of retention if his counterclaim is based on the same contractual relationship..

§ 8 Transfer of Risk

(1) If the Client is an entrepreneur, the risk of accidental loss and accidental deterioration of the goods shall pass to the Buyer upon handover, in the case of a sale to destination upon delivery of the goods to the forwarder, carrier or other person or institution designated to carry out the shipment.

(2) If the Client is a consumer, the risk of accidental loss and accidental deterioration of the purchased goods shall pass to the Client upon delivery of the goods. If the buyer is in default of acceptance, this shall be equivalent to delivery.

Part D Cancellation Policy and Cancellation Form (Consumer)

§ 1 Cancellation Policy

(1) The Client has the right to withdraw from the contract within fourteen days without giving any reasons.

(2) The withdrawal period is fourteen days from the day on which the Client or a third party designated by the Client, who is not the carrier, took possession of the last goods.

(3) In order to exercise the right to cancel, the Client must must inform Tecurat (Tecurat GmbH, An der Eichheide 17, 14621 Schönwalde-Glien OT Pausin, Phone: +49 331 600 87 640, E-Mail: info@tecurat.de) of his decision withdraw from the contract by means of a clear statement (e.g. a letter sent by post or e-mail). The Client may, but is not required to, use the attached sample withdrawal form.

(4) In order to comply with the withdrawal period, it is sufficient to send the Client's notification of the exercise of the right of withdrawal before the end of the withdrawal period.

§ 2 Consequences of revocation

(1) If the Client withdraws from this contract, Tecurat will reimburse the Client for all payments received from the Client without delay, and in any case no later than 14 days from the date on which Tecurat is notified of the Client's decision to withdraw from this contract. For this repayment, Tecurat will use the same means of payment that the Client used for the original transaction, unless expressly agreed otherwise with the Client, and in no case will the Client be charged any fees for this repayment.

(2) If the Client has requested that the service should begin during the withdrawal period, the Client must pay Tecurat a reasonable amount corresponding to the proportion of the services already provided at the time the Client notifies Tecurat of the exercise of the right of withdrawal with respect to this contract compared to the total scope of the services provided for in the contract.

(3) The Client must return or hand over the goods to Tecurat (Tecurat GmbH, An der Eichheide 17, 14621 Schönwalde-Glien OT Pausin) without delay, at the latest within fourteen days of the day on which the Client has declared his revocation. The deadline is met if the Client sends the goods before the end of the fourteen-day period. The Client shall bear the direct costs of returning the goods. The Client shall only be liable for any reduction in the value of the goods resulting from handling other than that necessary to determine the nature, characteristics and functioning of the goods.

(4) The right of withdrawal does not apply to contracts for the delivery of audio or video recordings or computer software in a sealed package if the seal has been removed after delivery.

Sample withdrawal form

If the Client wishes to withdraw their consent, please complete and return the following form [(*) delete as appropriate]:

- To: Tecurat GmbH, An der Eichheide 17, 14621 Schönwalde-Glien OT Pausin, e-mail: info@tecurat.de:
- I/we (*) hereby revoke the contract concluded by me/us (*) for the purchase of the following goods (*)/the provision of the following service (*)
- Ordered on (*)/received on (*)
- Order number and/or invoice number
- Name of the consumer(s)
- Address of the consumer(s)
- Date and signature of the consumer(s) (only for notification on paper)

Part E Contract for order processing (AVV) in accordance with Art. 28 GDPR

Agreement

between the

- Responsible - hereinafter referred to as the **Client**

and the

tecurat GmbH

An der Eichheide 17, 14621 Schönwalde-Glien OT Pausin

- Processor - hereinafter referred to as **Tecurat** or **Contractor** -

Preamble

(1) The Contractor processes personal data on behalf of the Client. The Client has selected the Contractor as a service provider in accordance with the due diligence obligations under Art. 28 of the General Data Protection Regulation (GDPR). A condition for the permissibility of the commissioned processing is that the Client issues the order to the Contractor in writing. This contract contains, according to the will of the parties and in particular of the Client, the written order for the commissioned processing within the meaning of Art. 28 GDPR and regulates the rights and obligations of the parties in connection with the data processing.

(2) Insofar as the term "data processing" or "processing" (of data) is used in this Agreement, it shall generally be understood to mean the use of personal data. The use of personal data includes in particular the collection, storage, transmission, blocking, deletion, anonymization, pseudonymization, encryption or other use of data.

§ 1 Object and duration of the order

(1) Subject Matter:

The order placed by the Client with the Contractor comprises the following work and/or services:

- The subject matter of the order is set forth in the related Service Agreement or the related Offer to which reference is made herein (the **Service Agreement**).

(2) Duration

- The term of this Agreement (Term) shall be the term of the Service Agreement.

§ 2 Specification of the Order Content

(1) Type and purpose of the intended data processing

- More detailed description of the subject matter of the contract with regard to the nature and purpose of the tasks of the Contractor: The possible processing of personal data within the scope of consulting and certification projects as well as configuration of management software systems in accordance with the service agreement.

Data processing under the contract will occur solely in a European Union member state or in a country party to the Agreement on the European Economic Area. Transfers to third countries require prior Customer consent and must comply with the specific provisions of Articles 44 and following of the GDPR.

(2) Type of data

- The data may potentially belong to any category that is processed on the Client's systems. The Contractor cannot predict in advance of what information will be processed as part of the projects and analyses.

(3) Categories of affected persons

- All persons whose personal data is processed on the Client's systems may potentially be affected. The Contractor cannot predict in advance what information will be processed as part of the project and analysis..

§ 3 Technical and Organizational measures

(1) Prior to commencing work, the Contractor shall document the implementation of the technical and organizational measures specified and required prior to the awarding of the contract, in particular with regard to the concrete execution of the contract, and shall submit them to the Client for inspection. If accepted by the Client, the documented measures shall form the basis of the order. If the Client's review/audit indicates a need for adjustment, such adjustment shall be made by mutual agreement.

(2) The Contractor shall provide security in accordance with Art. 28 para. 3 lit. c, 32 GDPR, in particular in connection with Art. 5 para. 1, para. 2 GDPR. Overall, the measures to be taken are data security measures and measures to ensure a level of protection appropriate to the risk with regard to the confidentiality, integrity, availability and resilience of the systems. The state of the art, the cost of implementation and the nature, scope and purposes of the processing as well as the risk of varying probability and severity for the rights and freedoms of natural persons within the meaning of Art. 32 (1) GDPR must be taken into account [for details, see Part F]

(3) The technical and organizational measures are subject to technical progress and further development. In this respect, the Contractor is permitted to implement alternative adequate measures. In doing so, the security level of the specified measures must not be reduced. Significant changes shall be documented.

§ 4 Correction, Limitation and Deletion of Data

(1) The Contractor may not correct, delete or restrict the processing of data processed on behalf of the Client without authorization, but only in accordance with documented instructions from the Client. If a data subject contacts the service provider directly in this regard, the service provider shall immediately forward this request to the Client.

(2) If included in the scope of services, the concept of deletion, right to be forgotten, rectification, data, portability and information shall be provided directly by the Contractor in accordance with documented instructions of the Client.

§ 5 Quality assurance and other obligations of the Contractor

(1) In addition to compliance with the provisions of this Agreement, the Contractor shall have statutory obligations pursuant to Art. 28 to 33 of the GDPR; in this respect, the Contractor guarantees compliance with the following requirements in particular:

- (a) the written appointment of a data protection officer who shall perform his duties in accordance with Art. 38 and 39 GDPR.

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- (b) the maintenance of confidentiality in accordance with Art. 28 para. 3 sentence 2 lit. b, 29, 32 para. 4 GDPR. For the performance of the work, the Contractor shall only use employees who have been obligated to maintain confidentiality and who have previously been familiarized with the data protection provisions relevant to them. The Contractor and any person subordinate to the Contractor who has access to personal data may only process such data in accordance with the instructions of the Client, including the powers granted in this Agreement, unless they are legally obliged to do so.
- (c) the implementation of and compliance with all technical and organizational measures required for this order in accordance with Art. 28 para. 3 sentence 2 lit. c, 32 GDPR [details in Part F]
- (d) the Client and the Contractor shall cooperate with the supervisory authority in the performance of its duties upon request.
- (e) immediate information of the Client about inspections and measures of the supervisory authority, insofar as they relate to this Order. This also applies if a competent authority investigates the processing of personal data in the context of administrative offenses or criminal proceedings relating to the processing of personal data by the Contractor.

- (f) if the Client is subject to an inspection by a supervisory authority, administrative offense or criminal proceedings, a liability claim by a data subject or a third party or any other claim in connection with the commissioned processing by the Contractor, the Contractor shall support the Client to the best of its ability.

- (g) the Contractor shall regularly monitor the internal processes and the technical and organizational measures to ensure that the processing in its area of responsibility is carried out in accordance with the requirements of the applicable data protection law and that the protection of the rights of the data subject is guaranteed.

- (h) The verifiability of the technical and organizational measures taken vis-à-vis the Client within the scope of its control powers pursuant to § 8 of this Agreement.

(2) The Contractor is obliged to assist the Client in its obligation to process requests from data subjects in accordance with Art. 12-23 GDPR. In particular, the Contractor shall ensure that the information required for this purpose is provided to the Client without delay so that the Client can fulfill its obligations under Art. 12 para. 3 GDPR.

§ 6 "Mobile office" regulation

(1) The Contractor may allow its employees who are entrusted with the processing of personal data for the Client to process personal data in the Mobile Office.

(2) The Contractor shall ensure that compliance with the contractually agreed technical and organizational measures is also guaranteed in the Mobile Office of the Contractor's employees.

(3) In particular, the Contractor shall ensure that when processing personal data in the Mobile Office, the storage locations are configured in such a way that local storage of data on the IT systems used in the Mobile Office is excluded. If this is not possible, the Contractor shall ensure that local storage is exclusively encrypted and that other persons in the household do not have access to this data. For security reasons, each employee in the Mobile Office shall also work on Tecurat terminals.

(4) The Contractor shall oblige its employees to process personal data in compliance with data protection regulations within the framework of a Mobile Office Policy.

§ 7 Subcontracting relationships

(1) Subcontracting relationships within the meaning of this provision are those services that are directly related to the provision of the main service. This does not include ancillary services used by the Contractor, such as telecommunications services, postal/transport services, maintenance and user services or the disposal of data carriers as well as other measures to ensure the confidentiality, availability, integrity and reliability of the hardware and software of data processing systems.

However, the Contractor is obliged to take appropriate and legally compliant contractual agreements and control measures to ensure the data protection and data security of the Client's data, even in the case of outsourced ancillary services.

(2) The use of subcontractors is not intended for the provision of the agreed order processing. Outsourcing to subcontractors or a subsequent change of existing subcontractors is permitted, provided that

- the Contractor notifies the Client in writing or in text form of such outsourcing to subcontractors a reasonable time in advance and
- the Client does not object to the planned outsourcing to the Contractor in writing or in text form by the time the data is handed over and
- a contractual agreement pursuant to Art. 28 (2-4) GDPR is used as a basis.

(3) The transfer of the Client's personal data to the subcontractor and the commencement of the subcontractor's activities shall not be permitted until all requirements for subcontracting have been met.

(4) The Contractor shall ensure that the provisions agreed in this Contract and any supplementary instructions issued by the Client also apply to the subcontractor.

(5) If the subcontractor renders the agreed service outside the EU/EEA, the Contractor shall take appropriate measures to ensure that this is permissible under data protection law. The same shall apply if service providers within the meaning of para. 1 sentence 2 are used.

(6) Any further outsourcing by the subcontractor requires the express information and consent of the Client (at least in text form); all contractual provisions in the contractual chain must also be imposed on the further subcontractor.

(7) The Processor regularly monitor the sub-processors. These controls shall be documented and made available to the Client upon request.

§ 8 Control rights of the Client

(1) The Client shall be entitled to carry out inspections in consultation with the Contractor or to have them carried out by inspectors to be named in each individual cases. The Client shall be entitled to convince itself of the Contractor's compliance with this Agreement in its business operations by means of spot checks, which must be announced in good time, at least 14 days in advance.

(2) The Contractor shall ensure that the Client can convince itself that the Contractor has complied with its obligations under Art. 28 GDPR. The Contractor undertakes to provide the Client with the necessary information upon request and, in particular, to provide evidence of the implementation of the technical and organizational measures.

(3) Proof of such measures, which do not only concern the specific order, can be provided by compliance with approved rules of conduct in accordance with Art. 40 GDPR, certification in accordance with an approved certification procedure in accordance with Art. 42 GDPR, current certificates, reports or report extracts from independent bodies (e.g. auditors, internal audit, internal data protection officer, IT security department, data protection auditors,

quality auditors) or by suitable certification through IT security or data protection audits (e.g. according to BSI basic protection).

(4) The Contractor may demand compensation for enabling the Client to carry out inspections. This also includes an expense allowance for the working time of the personnel employed by the Contractor.

§ 9 Notification of Breaches by the Contractor

(1) The Contractor shall support the Client in complying with the obligations relating to the security of personal data set out in Articles 32 to 36 of the GDPR, the obligation to notify data breaches, data protection impact assessments and prior consultation. This shall include, inter alia:

- (a) ensuring an adequate level of protection through technical and organizational measures that take into account the circumstances and purposes of the processing as well as the predicted likelihood and severity of a potential breach through security vulnerabilities and enable the immediate detection of relevant breaches
- (b) the obligation to notify the Client without delay of any breach of data protection regulations or of the contractual agreements made and/or the instructions given by the Client which has occurred in the course of the processing of data by the Client or other persons involved in the processing. The Contractor's notification to the Client shall contain, in particular, the information referred to in Art. 33 (a) to (d).
- (c) the obligation to assist the Client in its obligation to inform the data subject and to provide it with all relevant information in this regard without delay
- (d) assisting the Client in its data protection impact assessment
- (e) assisting the Client with prior consultations with the supervisory authority

(2) The Contractor may claim compensation for support services that are not included in the service description or that are due to misconduct on the part of the Contractor.

§ 10 Authority of the Client to issue instructions

(1) The Contractor shall process personal data exclusively within the scope of the agreements made and/or in compliance with any supplementary instructions issued by the Client. Exceptions to this are legal provisions which may oblige the Contractor to process the data in a different way. In such a case, the Contractor shall inform the Client of such legal requirements prior to processing, unless the law in question prohibits such notification due to an important public interest. In all other respects, the purpose, nature and scope of data processing shall be governed exclusively by this Agreement and/or the instructions of the Client. The Contractor shall not process the data in any other way unless the Client has given its written consent to do so.

(2) The Client shall confirm verbal instructions without delay (at least in writing).

The Contractor shall name to the Client the person(s) authorized to receive instructions from the Client.

Persons authorized to receive instructions from the Contractor are:

Sven Schaumann
tecurat GmbH
An der Eichheide 17,
14621 Schönwalde-Glien OT
Phone: +49-331-600-87-640
E-mail: sv.sc@tecurat.de

In the event of a change or prolonged absence of the contact person, the Contractual Partner must be notified immediately in writing of the successor or representative.

(3) The Contractor must inform the Client immediately if he believes that an instruction violates the data protection regulations. The Contractor shall be entitled to suspend the execution of the instruction in question until it has been confirmed or amended by the Client.

§ 11 Deletion and return of personal data

(1) Copies or duplicates of the data will not be made without the knowledge of the Client. Excluded from this are backup copies, insofar as they are necessary to ensure proper data processing, as well as data required to comply with statutory retention obligations.

(2) Upon completion of the contractually agreed work or earlier at the request of the Client - at the latest upon termination of the service agreement - the Contractor shall return to the Client all documents, processing and usage results and data relating to the contractual relationship which have come into its possession or, with the prior consent of the Client, destroy them in accordance with the data protection regulations. The same applies to test and scrap material. The deletion log must be presented on request.

(3) Documents that serve as proof of proper data processing in accordance with the order shall be retained by the Contractor beyond the end of the contract in accordance with the respective retention periods. The Contractor may hand them over to the Client at the end of the contract for the purpose of discharging the Client.

§ 12 Right of Retention

The parties agree that the objection of the Contractor to the right of retention in the sense of § 273 BGB with regard to the processed data and the associated data carriers is excluded.

§ 13 Liability

The liability regulations according to Art. 82 GDPR apply.

§ 14 Miscellaneous

(1) If the property of the contractor of the client is endangered by measures of third parties, such as seizure or confiscation or other events, the contractor must inform the client immediately. The Contractor shall point out to third parties that the responsibility for and ownership of the data lies exclusively with the Customer.

(2) Amendments and supplements to this supplementary agreement and all its components must be agreed in written.

(3) Should one or more provisions of this agreement be invalid, the validity of the remaining provisions shall not be affected.

Part F Technical and organizational measures (TOMs)

The general technical and organizational measures described below comply with Art. 32 para. 1 GDPR and Art. 25 para. 1 GDPR and apply to all consulting services provided by the Contractor.

§ 1 Measures to ensure confidentiality (Art. 32 para. 1 lit. b GDPR)

(1) **Access control** - unauthorized access to data processing systems is prevented by:

- (a) Tecurat does not operate servers
- (b) Tecurat server systems are operated in certified data centers

(2) **Access control** - unauthorized use of the system is prevented by:

- (a) Complexity requirements for passwords.
- (b) State of the art encryption of passwords.
- (c) Personalized access to data processing systems.
- (d) Password control/protection of all PCs.
- (e) Lockout of user accounts after multiple failed login attempts.
- (f) A restrictive role and authorization concept has been implemented.
- (g) Implementation of a firewall policy.
- (h) Use of up-to-date SPAM and virus filters.
- (i) Locking the workstations after a certain period of time with password request on reactivation.

(3) **Access control** - unauthorized reading, copying, modification or removal within the IT system is prevented by

- (a) Implementing a restrictive role and authorization concept for access to personal data.
- (b) Regularly reviewing of the defined authorizations and access rights of employees.
- (c) Locking the workstations after a certain period of time and requiring a password on reactivation
- (d) Maintenance by external service providers only in the presence of the system administrator.
- (e) System hardening and regular system updates through software updates and patches.
- (f) Employee training and awareness.

- (g) Log relevant system activity.

(4) Segregation controls - Segregation of data from multiple Clients is ensured by

- (a) Client separation.
- (b) A role and privilege concept.

(5) Pseudonymization (Art. 32 para. 1 lit. a GDPR; Art. 25 para. 1 GDPR)

- (a) The processing of personal data is carried out in such a way that the data can no longer be attributed to a specific data subject without the use of additional information, provided that this additional information is kept separately and that appropriate technical and organizational measures are taken to ensure that the personal data cannot be attributed to an identified or identifiable natural person.

(6) Encryption - data will be **encrypted** using the following measures:

- (a) Data will only be transmitted in encrypted form using a state-of-the-art technology.
- (b) Issuance of encrypted mobile data carriers (USB sticks, mobile hard drives).
- (c) Hard drive encryption on the laptops.
- (d) Encryption of backups.

§ 2 Measures to ensure integrity (Art. 32 para. 1 lit. b GDPR)

(1) Transmission control - unauthorized reading, copying, modification or removal during electronic transmission or transport is prevented by:

- (a) Controlled destruction of data carriers in accordance with data protection regulations.
- (b) Transmission of data only in encrypted form using a state-of-the-art technology (including the use of VPN tunnels)
- (c) Controlled transmission by the applicable controller.
- (d) Encryption of data carriers, especially mobile data carriers).
- (e) Personal data will only be disclosed within the scope of the Client relationship in accordance with the contractual provisions.
- (f) Data is only transferred via defined interfaces.

(2) Input control - whether and by whom personal data has been entered, modified or deleted in data processing systems is ensured by:

- (a) Logging of relevant system activity.
- (b) Implementation of a restrictive role and authorization concept.
- (c) Event-based analysis of logs.

§ 3 Measures to Ensure Availability and Resilience (Art. 32 para. 1 lit. b GDPR)

(1) Availability control - protection against accidental or intentional destruction or loss is ensured by the following measures:

- (a) Existence and implementation of a concept for performing regular data backups (backup concept).
- (b) Implementation of a firewall policy.
- (c) Use of up-to-date SPAM and virus filters.
- (d) Use of an emergency power supply (UPS).
- (e) Monitoring of critical network and server components.
- (f) Ensuring availability in accordance with the contractually agreed SLA.

(2) Rapid recoverability - is ensured by

- (a) Existence and implementation of a concept for the recovery of data and IT systems based on regular data backups (backup concept).

§ 4 Procedures for regular review, assessment and evaluation (Art. 32 para. 1 lit. d GDPR; Art. 25 para. 1 GDPR)

(1) Privacy management - is ensured by, among other things

- (a) Existing privacy organization, security organization and security management system.
- (b) Appointed of a Data Protection Officer.
- (c) In the interest of continuous improvement, all technical and organizational measures are regularly reviewed and adapted with regard to their effectiveness and the current state of the art.

(2) Incident response management - we ensure through:

- (a) Defined incident response processes for receiving, assessing, handling and documenting privacy and security incidents.

(3) Privacy-friendly default settings - are implemented as follows:

- (a) The nature and purpose of the processing and the purpose of the processing of personal data is performed solely in accordance with the Client's instructions and/or contractual agreements.
- (b) Separation of clients.
- (c) Role and authorization concept.
- (d) Deletion of personal data in accordance with the contractual agreements.
- (e) Processing only the personal data necessary to achieve the agreed contractual purpose.

(4) Order control - shall include but not be limited to:

- (a) Documentation of the careful selection and monitoring of Contractors.

- (b) Formal order placement.
- (c) Conclusion of additional agreements on commissioned data processing in accordance with Art. 28 GDPR.
- (d) Obligation of employees (including service providers with potential access to personal data) to maintain the confidentiality of personal data in accordance with the GDPR and, if applicable, § 88 TKG.
- (e) Processing, use and deletion of data shall only take place in accordance with the contractual provisions between the Client and the Contractor.