

# Data Protection and Confidentiality Agreement

## 1. Purpose of this Agreement

(1) The Contractor will perform services for the Client. In this context, it is possible that the Contractor may become aware of personal data or information related to trade and business secrets or other confidential information of the Client.

(2) This agreement obliges the Contractor to comply with legal requirements concerning the handling of personal data and information relating to trade and business secrets.

## 2. Confidential Information

Confidential information within the meaning of this agreement includes all information received by the Contractor from the Client in written, textual, or verbal form. This particularly includes:

- Personal data as defined in Art. 4 No. 1 of the General Data Protection Regulation (GDPR),
- Information on offers, prices, customers, cooperation partners, contracting parties, employees,
- Economic information,
- Scientific information,
- Information on products, goods, or services produced or commissioned by the Client,
- Information on development and research,
- Information on industrial property rights,
- Information on copyrights, and
- Information marked as "confidential," "secret," "classified," or similarly.

## 3. General Confidentiality Obligations

(1) The Contractor agrees to treat all confidential information as defined in Section 2 confidentially and not to disclose it to third parties or make it accessible without the Client's consent. Consent must be given in textual form.

(2) The Contractor may only use confidential information as necessary for fulfilling their services for the Client.

#### **4. Exceptions**

(1) The confidentiality obligation does not apply to information that the Contractor can prove:

- Was developed independently of information received from the Client,
- Was already known to the Contractor at the time of disclosure by the Client,
- Was lawfully obtained from a third party without violating any confidentiality obligations,
- Was already publicly known at the time of disclosure or later becomes publicly known,
- Must be disclosed due to legal regulations or official orders. In such cases, the Contractor must, if permitted, inform the Client in advance in textual form and take the legally permissible and necessary precautions to limit the extent of disclosure.

#### **5. Data Protection Obligations of the Contractor**

(1) The Contractor is obligated to comply with the applicable data protection laws while providing services to the Client. This includes particularly the GDPR and the German Federal Data Protection Act (BDSG).

(2) The Contractor must obligate all employees to maintain confidentiality when processing personal data.

(3) The Contractor must implement data security measures as required by Art. 32 GDPR and demonstrate this appropriately upon request.

(4) In case of a data protection breach as defined in Art. 33 GDPR that affects the Client's confidential information, the Contractor must immediately inform the Client and communicate the measures taken to remedy and mitigate the potential adverse effects.

(5) At the Client's instruction (in textual form), the Contractor must delete confidential information. If deletion concerns data that serves as proof of services or is subject to statutory retention, the Contractor must encrypt the data to prevent unauthorized access according to the state of the art.

#### **6. Involvement of Third Parties**

(1) The involvement of data processors by the Contractor in relation to services for the Client involving personal data is only permissible in accordance with Art. 28 GDPR. The data processor is not considered a "third party" under Section 3.

(2) If the Contractor needs to engage third parties to fulfill contractual obligations beyond Section 1, such third parties must be contractually bound in writing to comply with all obligations set forth in this agreement.

(3) The Contractor agrees to grant third parties access only to information necessary for providing services to the Client.

#### **7. Laufzeit**

This agreement becomes effective upon receipt of the order confirmation and ends upon the termination of all other contractual relationships between the parties.

## **8. Termination**

- (1) The Contractor's confidentiality and data protection obligations remain in effect for three years after termination of this agreement.
- (2) After termination, all physically received information must be returned or destroyed per the Client's instruction (minimum DIN 66399 security level 4).
- (3) Confidential information on data carriers must be deleted in such a way that data recovery is impossible according to the state of the art.
- (4) The Client may request proof of deletion as outlined in paragraphs 2 and 3.

## **9. Final Provisions**

- (1) The law of the Federal Republic of Germany applies.
- (2) If the Contractor is a merchant, a legal entity under public law, or a special fund under public law, the exclusive place of jurisdiction is the Client's registered office.
- (3) If individual provisions of this agreement are invalid, the validity of the remaining provisions is not affected. The parties agree to replace invalid provisions with valid ones that closely reflect the economic intent of the original.
- (4) Amendments and additions to this agreement must be in writing. This also applies to any changes to this written form clause.