

## Data Processing Exhibit for EQS Cloud Services (pursuant to Art. 28 GDPR)

This Exhibit (the "Exhibit") applies and specifies the parties' data protection obligations for the processing of personal data by EQS Group on behalf of the Customer as detailed in the Agreement.

### 1. Subject matter and duration of the processing

EQS Group processes personal data on behalf of the Customer for the term of the Agreement. The parties agree that the Customer is the "controller" of the personal data and EQS Group is the "processor".

### 2. Specification of the processing

#### 2.1. Nature and purpose of the processing of personal data

The nature and purpose of the processing of personal data by EQS Group on behalf of the Customer are set out in this Exhibit and in the Agreement.

#### 2.2. Type of personal data

The following types/categories of data are being processed:

- a) Personal (first name, surname, organizational data)
- b) Communication data (e.g. telephone, e-mail, address)
- c) For the product EQS Insider Manager additional information including date of birth and ID numbers

#### 2.3. Categories of data subjects

The categories of data subjects to be processed shall include:

- a) clients
- b) interested parties
- c) subscribers
- d) contact person with details

### 3. Duties of EQS Group

EQS Group shall comply with the following requirements:

- 3.1. EQS Group shall only process personal data that EQS Group processes on behalf of the Customer in accordance with the Customer's instructions, including without limitation the powers granted in this Exhibit and the Agreement, unless processing is required by law.
- 3.2. Written appointment of a data protection officer, who can be reached at the e-mail address: [dataprotection@eqs.com](mailto:dataprotection@eqs.com).
- 3.3. EQS Group employees are bound by confidentiality obligations and are familiar with the relevant data protection laws.
- 3.4. The Customer and EQS Group shall, upon request, cooperate with the supervisory authority in the performance of their duties.
- 3.5. Customer shall inform EQS Group without undue delay about measures and actions taken by the supervisory authority, provided these relate to the Customer's personal data.
- 3.6. EQS Group shall assist the Customer for an additional fee, if the Customer becomes subject to regulatory control, misdemeanor or criminal proceeding, a liability claim from a data subject or a third party or any other claim in connection with the processing of personal data on behalf of the Customer by EQS Group.
- 3.7. EQS Group will take reasonable technical and organizational measures to protect personal data from accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, particularly where processing involves the transmission of personal data over a network, and from all other unlawful forms of processing. The technical and organizational measures are subject to further development and EQS Group is permitted to implement alternative adequate measures, subject to keeping an equal or improved security level.
- 3.8. EQS Group regularly monitors internal processes and technical and organizational measures to ensure that processing in its area of responsibility is carried out in accordance with the requirements of applicable data protection legislation and that the rights of the data subject are protected.
- 3.9. EQS Group provides for the verifiability of the technical and organizational measures by the Customer within the scope of the Customer's rights in accordance with Section 7 of this Exhibit.

### 4. Obligations of the Customer

- 4.1. The Customer is solely responsible for ensuring compliance with all applicable data protection laws and regulations in relation to the processing of personal data. The Customer bears sole responsibility for the accuracy, quality and legality of the personal data and the means by which the Customer has acquired personal data.
- 4.2. The Customer shall answer EQS Group's requests in relation to the processing of the relevant personal data within a reasonable period;
- 4.3. The Customer shall immediately and fully inform EQS Group of any errors or irregularities in relation to the processing of personal data and/or data protection law.

### 5. Right of Access, Correction, restriction and deletion of personal data

- 5.1. EQS Group may only correct, delete or restrict the processing of personal data that EQS Group processes on behalf of the Customer following the Customer's documented instructions. If the Customer is not able to answer access request to personal data, or to correct, change, block or delete personal data himself through the functionality of the Cloud Service provided, as required by data protection laws and regulations, EQS Group will comply with a request for assistance by the Customer, to the extent that EQS Group is legally entitled to do so. The Customer shall bear all costs for such assistance by EQS Group.
- 5.2. If a data subject contacts EQS Group directly in this regard, EQS Group will forward this request to the Customer without undue delay.

### 6. Subcontracting

- 6.1. For the purposes of this Section, subcontracting or the engagement of subcontractors only relates to the outsourcing of services that directly relate to the principle obligations under the Agreement. This does not include ancillary services, e.g. telecommunications services, postal/transport services, maintenance and employment services or, provided access to personal data can be excluded, the disposal of data media as well as other measures to ensure the confidentiality, availability, integrity and resilience of the hardware and software of data processing systems. EQS Group will conclude appropriate agreements with suppliers in relation to outsourced ancillary services to ensure the protection and security of the Customer's personal data.
- 6.2. EQS Group may engage subcontractors (sub-subprocessors) without the prior consent of the Customer; this does also apply to the engagement of EQS Group's affiliated companies and other subcontractors by EQS Group's affiliated companies. EQS Group observes the following:
  - a) A list of subcontractors currently engaged by the EQS Group is available at <https://www.eqs.com/subprocessor/>.
  - b) The engagement of subcontractors or the change of the existing subcontractors is permitted, subject to:
    - i. EQS Group notifying the Customer of such an engagement at least 30 days in advance in text form or on a website;
    - ii. a contractual agreement in accordance with Art. 28 para. 2-4 GDPR is put in place with the subcontractor.
  - c) If the Customer objects to a new subcontractor within the notice period, EQS Group will make reasonable efforts,
    - i. to make available to the Customer a change in the affected Cloud Service, or
    - ii. recommend a commercially reasonable change in the Customer's configuration or use of the Cloud Service to avoid the processing of personal data by the rejected new subcontractor without unreasonably burdening the Customer.

If EQS Group is unable to make available such a change within a reasonable period, not exceeding sixty (60) days, the Customer may terminate the applicable Cloud Service which cannot be provided by EQS Group without the use of the objected-to new Sub-processor, by providing written notice to EQS Group. The Customer shall receive a refund of any prepaid fees for the period following the effective date of termination in respect of such terminated Cloud Service.

- 6.3. If the subcontractor provides the agreed service outside the EU/EEA or a country with an appropriate level of data protection, EQS Group will take appropriate measures to ensure data protection compliance.

### 7. Audit

- 7.1. EQS Group will provide the Customer, upon request, with the information necessary to verify compliance with the obligations set out in this Exhibit, including to demonstrate the implementation of the technical and organizational measures.
- 7.2. Compliance can be evidenced by
  - a) Compliance with binding corporate rules;
  - b) Certification according to a certification procedure;
  - c) Certificates, reports or report extracts from independent bodies (e.g. auditors, auditors, data protection officers, IT security department, data protection auditors, quality auditors);
  - d) A suitable certification through an IT security or data protection audit (e.g. according to BSI-Basic protection).
- 7.3. In the event that such evidence is not sufficient, as convincingly demonstrated by the Customer, the Customer has the right, in consultation with the EQS Group, to carry out an audit of the relevant procedures for the protection of personal data or to have such audit carried out by an independent third-party auditor, after conclusion of an appropriate confidentiality agreement. EQS Group may charge a fee for

such an audit. Prior to the commencement of any such on-site audit, the Customer and EQS Group shall jointly agree the scope, time, and duration of the audit as well as the remuneration to be paid by the Customer. The Customer shall inform EQS Group immediately of any infringements found during an audit.

#### **8. Support from the EQS Group**

- 8.1. At the Customer's request, EQS Group will assist the Customer in the compliance with Customer's personal data security obligations, data breach notifications, data protection impact assessments and prior consultations.
- 8.2. EQS Group may charge the Customer for this assistance.

#### **9. Customer's instructions**

- 9.1. The Customer shall confirm verbal instructions without undue delay (at least in text form).
- 9.2. EQS Group must inform the Customer without undue delay if EQS Group believes that an instruction violates data protection laws. EQS Group is entitled to suspend the execution of such instructions until they are confirmed or amended by the Customer. The Customer shall be fully liable to EQS Group for any damages of any kind arising from confirmed instructions and shall indemnify EQS Group against claims of third parties upon first demand.

#### **10. Deletion and return of personal data**

- 10.1. Copies or duplicates of personal data will not be made without the knowledge of the Customer, excluding backup copies necessary to ensure proper data processing or compliance with statutory storage obligations.
- 10.2. Upon expiry or termination of the Cloud Services or earlier upon request by the Customer - at the latest upon termination of the Agreement - EQS Group shall surrender to the Customer all Customer documents and data or, upon prior Customer consent, destroy them in accordance with data protection laws, unless otherwise required by statutory retention periods.
- 10.3. EQS Group has the right to anonymize and aggregate the personal data covered by this Exhibit and to carry out the processing steps necessary for anonymization and aggregation. While maintaining anonymity, EQS Group may process and use all such data for any purposes, including without limitation for statistical evaluations, industry comparisons, benchmarking, product improvements, new product developments, new products and any other purpose. Anonymized or aggregated data within the meaning of this Section shall no longer be considered as personal data and shall not be covered by the obligation to disclose or delete such data. EQS Group is entitled to use and store such data for its own purposes beyond the end of the Agreement.