



**DISS-CO**

**Agreement**

**for Data Processing**

**in accordance with Art. 28 of the General Data Protection Regulation (GDPR)**

between

**Client / Responsible Person**

**Contractor/Processor**

and

DISS-CO GmbH  
Winterhuder Weg 29  
22085 Hamburg  
Germany

### 1. Subject and duration of the contract

The subject matter and duration of the assignment shall be determined by the **main contract** concluded between the parties.

### 2. Scope, nature and purpose of data processing

The activity of the Contractor serves the purpose of providing service/support and/or hosting services to the Client. The Contractor essentially offers the Client services in connection with the provision of the online platform "Smart Integrity Platform" (hereinafter "SIP"), which can be used via the Internet, for the Client. Via the SIP, the Contractor provides the Client with "SIP modules" which are intended to support the Client in setting up and improving compliance management in its organisation. In particular, the SIP and the SIP modules enable the so-called 3-way communication between the Client, its internal and external users as well as third parties (e.g. consultants, auditors, lawyers), for example within the scope of a Whistleblowing solution, see Main Agreement. The subject matter and duration of the contract as well as the type and purpose of the processing result from the main contract.

### 3. Data types

In principle, all types of data which the Client has processed by the Contractor within the scope of the main contract may be affected by the order. This applies in particular, but not conclusively, to the following types of data:

- |  |   |
|--|---|
| <input type="checkbox"/> Address data                                | <input checked="" type="checkbox"/> Names                     |
| <input type="checkbox"/> Billing and payment data                    | <input checked="" type="checkbox"/> User IDs                  |
| <input type="checkbox"/> Age   | <input type="checkbox"/> Passwords                            |
| <input type="checkbox"/> Working time data                           | <input type="checkbox"/> Personal master data                 |
| <input type="checkbox"/> Audio data                                  | <input type="checkbox"/> Planning and control data            |
| <input type="checkbox"/> Bank details                                | <input type="checkbox"/> Personnel and identification numbers |
| <input type="checkbox"/> Applicant data                              | <input type="checkbox"/> Travel booking and settlement data   |
| <input type="checkbox"/> Image data                                  | <input type="checkbox"/> Telecommunications billing data      |
| <input checked="" type="checkbox"/> Emails                           | <input type="checkbox"/> Telecommunications connection data   |
| <input type="checkbox"/> Health data                                 | <input type="checkbox"/> Telephone numbers                    |
| <input type="checkbox"/> Hobbies                                     | <input type="checkbox"/> Contract data                        |
| <input type="checkbox"/> Credit card data                            | <input type="checkbox"/> Video data                           |
| <input type="checkbox"/> Customer behaviour data                     | <input type="checkbox"/> Access data                          |
| <input type="checkbox"/> Communication data                          | <input type="checkbox"/> Other:                               |
| <input type="checkbox"/> Customer history                            |   |
| <input type="checkbox"/> Wage and salary data                        |   |
| <input type="checkbox"/> Employee reviews                            |   |
| <input type="checkbox"/> Employee qualifications and characteristics |   |

#### **4. Circle of those affected**

In principle, all persons whose personal data the Client has processed by the Contractor within the scope of the provision of services may be affected by the data processing. This applies in particular, but not exclusively, to the following persons:

- Employees of the client / Analyst Admin
- Internal users
- External users as well as third parties (e.g. consultants, auditors, lawyers)

#### **5. Subject of the contract**

Within the scope of the provision of services under the Main Contract, it is necessary for the Contractor to handle personal data of third parties for which the Client acts as the data controller within the meaning of the data protection provisions (hereinafter referred to as "**Client Data**"). This contract specifies the obligations of the parties under data protection law in connection with the Contractor's handling of Client Data for the performance of the Main Contract.

#### **6. Scope of the assignment**

- 6.1. The contractor processes the client data on behalf of and according to the instructions of the client within the meaning of Art. 28 GDPR (commissioned processing). The client remains the responsible party in the sense of data protection law.
- 6.2. Processing of Client Data shall generally take place in a Member State of the European Union or in another Contracting State to the Agreement on the European Economic Area; in addition, the requirements of Articles 44 - 49 of the GDPR must be met. In particular, the Contractor is permitted to process Client Data outside the EEA in compliance with the provisions of this Agreement if it informs the Client in advance of the location of the data processing and the requirements of Articles 44 - 48 of the GDPR are met or an exception pursuant to Article 49 of the GDPR applies.

#### **7. Powers of instruction of the Client**

- 7.1. The Contractor may process the Client Data exclusively on behalf of and in accordance with the Client's instructions, unless the Contractor is required by law to process them otherwise. In the latter case, the Contractor shall notify the Client of such legal requirements prior to processing, unless the relevant law prohibits such notification due to an important public interest.
- 7.2. The Client has a comprehensive right to give instructions to the Contractor regarding the type, scope, purpose, and procedure of the processing of Client Data. The Client's instructions are in principle conclusively defined and documented in the provisions of this contract. Individual instructions that deviate from the provisions of this contract or impose additional requirements require the prior consent of the Contractor and shall be made in accordance with the amendment procedure stipulated in the main contract, in which the instruction shall be documented, and the assumption of any additional costs incurred by the Contractor as a result shall be regulated by the Client.



- 7.3. The Client's instructions shall generally be given in writing or text form. If necessary, the Client may also issue instructions orally or by telephone. However, instructions given orally or by telephone shall require immediate confirmation in writing or text form by the Client's authorised representative named in clause 7.4
- 7.4. As a rule, instructions shall be issued by the Client's authorised representative or his deputy. The following persons are currently authorised to issue instructions on behalf of the Client: The Analyst Admin specified in the Subscription.
- 7.5. The Client shall notify the Contractor of a change in the person authorised to issue instructions or the deputy as early as possible.

The parties agree that the following persons are authorised to receive instructions on the part of the Contractor: The legal representatives of the Contractor and the administrators / email

[info@diss-co.tech](mailto:info@diss-co.tech)

In urgent cases, however, the Client may also issue corresponding instructions to any other employee of the Contractor, provided that neither the authorised recipient nor his deputy were available to the Client.

- 7.6. The Contractor shall notify the Client as soon as possible in writing of any change in the person authorised to receive or the deputy or their permanent prevention, naming a deputy. Until receipt of such notification by the Client, the persons named shall continue to be deemed authorised to receive instructions from the Client.
- 7.7. The contractor shall carry out the client's instructions without delay. The Client is entitled to set the Contractor a reasonable deadline for this in each individual case.
- 7.8. The Contractor shall ensure that it processes the Client Data in accordance with the provisions of this Agreement and the Client's instructions. If the Contractor is of the justified opinion that an instruction of the Client violates this Agreement or the applicable data protection law, it shall notify the Client thereof without undue delay. The Contractor shall be entitled, after giving the Client at least 14 days' prior notice, to suspend the execution of the instruction until the Client confirms or amends the instruction.
- 7.9. If it is unreasonable for the Contractor to carry out an instruction of the Client, the Contractor shall be entitled to terminate the main contract and this contract extraordinarily.

## **8. Responsibility of the Client**

- 8.1. The Client shall be responsible for the lawfulness of the processing of the Client Data and for safeguarding the rights of the data subjects. Should third parties assert claims against the Contractor based on the processing of Client Data in accordance with this Agreement, the Client shall indemnify the Contractor against such claims.
- 8.2. The Client is responsible for the quality of the Client data. The Client shall inform the Contractor without delay if, during the examination of the Contractor's order results, it discovers errors or irregularities regarding data protection provisions or its instructions.
- 8.3. If the contractor is obliged to provide information to a government agency or person about the processing of client data or to otherwise cooperate with such agencies, the client shall support the contractor in providing such information or in fulfilling other obligations to cooperate.

## **9. Staff requirements**

The Contractor shall oblige all persons who process Client Data to maintain confidentiality regarding the processing of Client Data.

## **10. Processing safety**

- 10.1. In accordance with Article 32 of the GDPR, the Contractor shall take the necessary, appropriate technical and organisational measures, which are required taking into account the state of the art, the implementation costs and the nature, scope, circumstances and purposes of the processing of the Client Data as well as the varying likelihood and severity of the risk to the rights and freedoms of the data subjects, in order to ensure a level of protection for the Client Data that is appropriate to the risk. The technical organisational measures of the contractor used at the time of the conclusion of the contract shall be made available upon request.
- 10.2. The contractor is permitted to change or adapt technical and organisational measures during the term of the contract if they continue to meet the legal requirements.

## **11. Use of further processors**

- 11.1. The Client shall authorise the Contractor to use further processors. The further processors called in at the time of the conclusion of the contract are shown in **Annex 1**. Contractual relationships with service providers which have as their object the testing or maintenance of data processing procedures or systems by other bodies or other ancillary services are generally not subject to approval, even if access to Client data cannot be excluded in the process if the Contractor makes appropriate arrangements to protect the confidentiality of the Client data.
- 11.2. The Contractor shall inform the Client of any intended changes regarding the involvement or replacement of further Processors. In individual cases, the Client shall have the right to object to the commissioning of a potential additional Processor. An objection may only be raised by the Client for good cause to be proven to the Contractor. Insofar as the Client does not raise an objection in due time after receipt of the notification, its right of objection regarding the corresponding commissioning shall expire. If the Client raises an objection, the Contractor shall be entitled to terminate the main contract and this contract with a notice period of 1 month. The

Contractor shall inform the Client of the specific duration of the period within the framework of the information pursuant to sentence 1 of this Clause 11.2

- 11.3. The contract between the contractor and the additional processor must impose the same obligations on the latter as are imposed on the contractor by virtue of this contract. The parties agree that this requirement is fulfilled if the contract provides for a level of protection equivalent to this contract or if the obligations set out in Article 28(3) of the GDPR are imposed on the further processor.

## **12. Rights of the data subjects**

- 12.1. The Contractor shall support the Client with technical and organisational measures in fulfilling its obligation to respond to requests for the exercise of data subjects' rights to which they are entitled.
- 12.2. Insofar as a data subject asserts a request to exercise the rights to which he or she is entitled directly against the contractor, the contractor shall forward this request to the client.
- 12.3. The contractor shall provide the client with information about the client data stored, the recipients of client data to whom the contractor passes it on in accordance with the order and the purpose of the storage, unless the client has this information itself or is unable to obtain it itself.
- 12.4. The Contractor shall enable the Client to correct, delete or restrict the further processing of Client Data or, within the scope of what is reasonable and necessary, to carry out the correction, blocking or restriction of further processing itself at the request of the Client against reimbursement of the expenses and costs to be proven incurred by the Contractor as a result, if and to the extent that this is impossible for the Client itself.
- 12.5. Insofar as the data subject has a right to data portability vis-à-vis the Client with respect to the Client Data pursuant to Article 20 of the GDPR, the Contractor shall support the Client within the scope of what is reasonable and necessary in providing the Client Data in a common and machine-readable format against reimbursement of the expenses and costs to be proven incurred by the Contractor as a result, if the Client cannot procure the data otherwise.

## **13. Notification and support obligations of the contractor**

- 13.1. Insofar as the Client is subject to a statutory obligation to report or notify a breach of the protection of the Client's data (in particular pursuant to Articles 33 and 34 of the GDPR), the Contractor shall inform the Client of any reportable events in its area of responsibility. The Contractor shall support the Client in fulfilling the reporting and notification obligations at the Client's request within the scope of what is reasonable and necessary against reimbursement of the expenses and costs to be proven incurred by the Contractor as a result.
- 13.2. The Contractor shall support the Client within the scope of what is reasonable and necessary against reimbursement of the expenses and costs to be proven incurred by the Contractor in connection with any data protection impact assessments to be carried out by the Client and any subsequent consultations with the supervisory authorities pursuant to Articles 35, 36 of the GDPR.

**14. Data deletion**

- 14.1. The Contractor shall delete the Client Data after termination of this Agreement unless the Contractor is legally obliged to continue storing the Client Data.
- 14.2. Documentation which serves as proof of the orderly and proper processing of Client Data may be retained by the Contractor even after the end of the contract.

**15. Verifications and reviews**

- 15.1. The Contractor shall provide the Client, at the Client's request, with all information required and available at the Contractor to prove compliance with its obligations under this Contract.
- 15.2. The Client shall be entitled to check the Contractor regarding compliance with the provisions of this Agreement, in particular the implementation of the technical and organisational measures; including by means of inspections.
- 15.3. In order to carry out inspections in accordance with clause 15.2 the Client shall be entitled to enter the Contractor's business premises where Client Data are processed during normal business hours (Mondays to Fridays from 10 a.m. to 6 p.m.) after timely advance notice in accordance with clause 15.5 at its own expense, without disrupting the course of business and subject to strict confidentiality of the Contractor's trade and business secrets.
- 15.4. The Contractor shall be entitled, at its own discretion, considering the Client's legal obligations, not to disclose information which is sensitive with regard to the Contractor's business or if the Contractor would violate legal or other contractual regulations by disclosing it. The Client shall not be entitled to have access to data or information concerning other clients of the Contractor, to information concerning costs, to quality review and contract management reports and to any other confidential data of the Contractor which is not directly relevant to the agreed review purposes.
- 15.5. The Client shall inform the Contractor in good time (as a rule at least two weeks in advance) of all circumstances connected with the performance of the inspection. The Client may carry out one inspection per calendar year. Further inspections shall be carried out against reimbursement of costs and after consultation with the contractor.
- 15.6. If the Client commissions a third party to carry out the inspection, the Client shall oblige the third party in writing in the same way as the Client is obliged to the Contractor under this Clause 15 of this Agreement. In addition, the Client shall oblige the third party to maintain secrecy and confidentiality, unless the third party is subject to a professional confidentiality obligation. At the request of the contractor, the client shall immediately submit the obligation agreements with the third party to the contractor. The Client may not commission a competitor of the Contractor with the inspection.
- 15.7. At the Contractor's option, evidence of compliance with the obligations under this Contract may also be provided by the submission of a suitable, up-to-date attestation or report by an independent body (e.g. auditor, audit, data protection officer, IT security department, data protection

auditors or quality auditors) or a suitable certification by IT security or data protection audit ("audit report") instead of by an inspection, if the audit report reasonably enables the Client to satisfy itself of compliance with the contractual obligations.

## **16. Contract period and termination**

The term and termination of this contract shall be governed by the provisions on the term and termination of the main contract, unless otherwise stipulated in this contract. Termination of the main contract shall automatically result in termination of this contract. An isolated termination of this contract is excluded.

## **17. Liability**

17.1. The exclusions and limitations of liability pursuant to the main contract shall apply to the liability of the Contractor under this contract. Insofar as third parties assert claims against the Contractor which have their cause in a culpable breach by the Client of this contract or of one of its obligations as a data protection officer, the Client shall indemnify the Contractor against these claims.

17.2. The Client undertakes to also indemnify the Contractor against any fines imposed on the Contractor to the extent that the Client bears a share of the responsibility for the infringement sanctioned by the fine.

## **18. Final provisions**

18.1. If individual provisions of this contract are or become ineffective or contain a loophole, the remaining provisions shall remain unaffected. The parties undertake to replace the invalid provision with a legally permissible provision that comes as close as possible to the purpose of the invalid provision and meets the requirements of Article 28 of the GDPR.

18.2. In the event of contradictions between this contract and other agreements between the parties, in particular the main contract, the provisions of this contract shall prevail.

**Note: This agreement has been concluded in electronic form and is effective without signatures.**

**Last update: 25 October 2022**

### **List of Annexes:**

**Annex 1**      Other processors





**Enclosure 1**

**Other processors**

<b>Company</b>	<b>Address</b>	<b>Task</b>
Hetzner Online GmbH	Industriestr. 25, 91710 Gunzenhausen, Germany	Hosting
Google Ireland Limited	Google Ireland Limited GORDON HOUSE, Ireland	Live-chat support
Deepl SE	Maarweg 165 50825 Köln Deutschland	Translation API