

Contract for Commissioned Data Processing (BA 1.0)

for the use of the SupplyOn Services as a Buying Company
(hereinafter referred to as “Controller”),
valid in addition to the already concluded Master Contract.

and SupplyOn as the Processor

SupplyOn AG
Ludwigstrasse 49
85399 Hallbergmoos
Germany

- hereinafter “SupplyOn” -

Preamble

This contract for Commissioned Data Processing (“**CDP**”) is a part of the Master Contract between the parties regarding the use of SupplyOn Services (“**Master Contract**”). The terms of this CDP shall apply where SupplyOn receives personal data as defined in the CDP from the Controller within the scope of this Master Contract, and processes or uses these data for the Controller on his behalf.

§ 1 Scope, Type, Purpose for the Processing, Data Types and Data Subjects

(1) SupplyOn processes personal data on behalf of the Controller. This CDP defines the measures for the protection of personal data under Art. 28 GDPR.

(2) This contract stipulates the following tasks:

SupplyOn shall support the Controller with regard to the registration of supplying companies to SupplyOn, so that they can use SupplyOn’s technical services to continue their business relationships electronically.

For this purpose, the Controller gives data of his own suppliers (“**Supplied data**”) to SupplyOn by means of a browser application, or another mutually agreed upon mode of transfer. The supplied data is to be passed on in a means that corresponds with the Dun & Bradstreet business information system, expanded to include a contact person in each company, inclusive of a telephone number and an email address (“**Contact data**”). Personal data of employees of the Controller for administration of user accounts (“**User data**”) is also collected. Furthermore, data such as login stamps, changes to particular business objects and error information (“**Usage data**”) are also collected, for the safe technical operation of the system.

Therefore, the data subjects that are affected by the processing are employees, who work for the Controller themselves, or for the suppliers of the Controller.

SupplyOn processes and stores the contact details received from the Controller in a SupplyOn Supplier Management Tool. The Controller will be given access to this tool and therefore will also have access to the contact details. The supplied data, including the contact details of the Controller, are visible separately from other data banks.

SupplyOn ensures that the Controller can edit, change and update the supplied data, including the contact details, on the SupplyOn Supplier Management Tool. Upon the instruction of the Controller, SupplyOn can also give the respective supplying company access to edit, change and update their data, including contact details.

SupplyOn contacts the supplying companies on behalf of the Controller to inform them that they can use SupplyOn Services to fulfil their business relationship with the Controller. For this purpose, SupplyOn uses contact details. Furthermore, the respective supplying companies can form their own Master Contract with SupplyOn, to use SupplyOn Services.

SupplyOn stores contact details and other personal data for the duration of the business relationships of the Controller with the respective supplying companies.

§ 2 Obligations and Rights of the Controller

(1) The Controller is responsible for compliance with the legal requirements of data protection law in relation to this Contract, particularly for the legal compliance with the transfer of data processing to SupplyOn as well as for the legal compliance of the data processing.

(2) The Controller shall give all further instructions not listed in §1 (2) in written form. Changes to the object of the instruction with regard to §1 (2) must be mutually agreed upon.

(3) The Controller has the right to issue instructions over the type, scope and procedure of the processing of personal data within the scope of this contract in written or in text form.

(4) The Controller shall inform SupplyOn without undue delay, if he finds an error or an irregularity in the inspection of the commissioned processing to occur in this CDP. The same applies where there is suspicion of a data protection breach or another irregularity in the processing of personal data.

(5) The Controller shall treat all information regarding business secrets and data security measures in the scope of this contractual relationship with SupplyOn confidential until the end of the contract.

§ 3 Obligations and Rights of SupplyOn

(1) SupplyOn processes personal data belonging to the Controller solely under the instruction of this CDP and through the instructions supplied to SupplyOn by the Controller, except where, in exceptional circumstances, there is an obligation for data processing. SupplyOn shall not use the data given to be processed for any other purpose. Copies or duplications will not be made without the knowledge of the Controller.

(2) If SupplyOn believes that an instruction issued by the Controller is in breach of data protection laws, SupplyOn can disregard this instruction until such a time as the person entitled to issue instructions has confirmed or changed the instruction in the indicated form as described in §2 (2). In such a case, SupplyOn will inform the Controller without undue delay.

(3) SupplyOn will carry out all agreed upon measures in accordance with the contract in the scope of all commissioned processing. SupplyOn shall ensure that the personal data received from the Controller will be kept separate from other data banks.

(4) SupplyOn declares that the Controller is entitled to inspect whether the processing being carried out is compliant with the data protection laws and with the regulations of this CDP prior to the commencement of the contract and for the duration of the processing, once appropriate advance notice has been given. This right to inspect applies in particular to the right to view stored data and data processing programs. The Controller must agree upon the location and duration of the inspection with SupplyOn, with consideration given to SupplyOn's working capacity.

(5) Documents that are no longer required that contain personal data shall either be returned to the Controller or shall be destroyed by SupplyOn, ensuring that the contents are kept confidential from unauthorized third parties.

(6) After the termination of this CDP, SupplyOn must return and/or, where corresponding data protection laws take effect, delete and/or destroy all items (i.e. documents, CDs, DVDs) that are in its possession that has been given by the Controller, along with results from processing or use that are created in connection with this contract and that contain personal data. Where such a return is not possible due to disproportional effort required, deleting or destroying the data will suffice.

(7) The Controller hereby agrees to the commissioning of all subcontractors according the list of subcontractors as attached to the Existing Contract. SupplyOn shall inform the Controller of each intended change in relation to the addition or replacement of a subcontractor. The Controller will have no objection to an intended change of a subcontractor, provided that SupplyOn contractually assures that this commissioned subcontractor will heed the requirements of confidentiality, data protection and data security as defined in this CDP. Should the Controller wish to object to the intended commissioning of a subcontractor, both parties will have the right to terminate the Master Contract on extraordinary grounds. SupplyOn must regularly assess that these obligations are complied with. The transfer on data is only permissible once the subcontractor has fulfilled the obligations under Art. 28 GDPR and in particular under Art. 32 GDPR.

(8) SupplyOn hereby confirms it has appointed a Data Protection Officer in accordance with Art. 37 GDPR. SupplyOn will share the contact details of this person with the Controller, contact persons, and, where applicable, the Controller's Data Protection Officer for potential questions relating to data protection. Should this contact person change, the Controller will be informed without undue delay.

(9) For security reasons, considerable decisions made by SupplyOn regarding the organization of data processing or the applied processes are to be agreed to by the Controller.

(10) SupplyOn shall provide the Controller with appropriate support in complying with the obligations set out in Art. 32 to 36 GDPR, such as in the case of a data protection impact assessment or a prior consultation, if the controller considers this obligation to exist.

§ 4 Data Secrecy and Confidentiality

(1) SupplyOn shall require that its employees, that are engaged in the processing, follow the requirement of data secrecy and confidentiality under Art. 5 Para. 1 lit. f) GDPR prior to commencement of their work.

(2) SupplyOn confirms knowledge of the relevant data protection law requirements needed for the contract. SupplyOn ensures that the relevant employees are informed of the GDPR regulations as well as of further data protection law requirements, and that are familiar with the instructions of the Controller. SupplyOn supervises the compliance with the applicable data protection law regulations.

(3) Requests regarding personal data that are processed within the frame of this CDP can only be shared with data subjects or third parties with the Controller's advance written agreement or agreement per email.

(4) SupplyOn must ensure that data secrecy as regulated in § 4 is also heeded by the subcontractors.

§ 5 Rights of Inspection of the Relevant Supervisory Authority; Audit

SupplyOn shall allow inspections by the relevant supervisory authority in accordance with the legal requirements.

§ 6 Data Security Measures

(1) In order to maintain all relevant security aspects, SupplyOn implements a highly developed risk management system, which fulfils the high requirements of the international safety standard ISO 27001. The technical and organisational measures for data protection, data security and data safety are described in SupplyOn's "Security and Operating Concept" for each respective applicable version. Access rights for the data involved in the commissioned processing is only granted to persons within SupplyOn and its subcontractors who are immediately required to do so for the completion of their work.

In order to vet responsibilities and to assess the processing steps, the engaged employees will be noted in SupplyOn's Supplier Management Tool, by recording their employee initials and the date.

(2) SupplyOn heeds the principles for a compliant data processing. SupplyOn ensures that the legal requirements for data security are maintained through the measures described in § 6, particularly through the "Security and Operating Concept".

(3) The technical and organisational data security measures can be adapted as further developments in technical and organisational measures develop throughout the course of the contractual relationship. Substantial changes, including substantial changes in the security and operational concept, must be agreed to in writing.

(4) If the security measures taken by SupplyOn do not adequately adhere to the Controller's wishes, he shall inform SupplyOn without undue delay.

(5) Where the security measures taken by SupplyOn do not correspond to the requirements agreed upon, or where there are severe disturbances to operational processes, breaches to the data protection agreements of SupplyOn or of persons employed by SupplyOn, or breaches of the agreements of this contract, as well as suspicion of data protection violations or irregularities in the processing of personal data, SupplyOn shall inform the Data Protection Officer of the Controller without undue delay.

(6) In accordance with the agreement, SupplyOn must take appropriate security measures to ensure the security of the data as well as to minimize the potential negative consequences for affected persons. This is particularly true for the Controller's potential obligations to inform under Art. 33 and 34 GDPR. SupplyOn ensures it will support the Controller in his obligations under Art. 33 and 34 GDPR. In particular, SupplyOn will report all breaches of security to the personal data of the Controller without undue delay, as soon as SupplyOn is made aware of such a breach.

(7) SupplyOn must inform the Controller of requests of information by data subjects in the context of Art. 15 GDPR without undue delay. The same applies for requests for the correction, deletion, blocking and transfer requests by data subjects, as well as uses made of the right to data portability. SupplyOn shall forward these requests without undue delay to the Controller and, in correspondence with the above-named obligation, will support the Controller in the processing of these requests to the best of its ability.

§ 7 Transfer of Data outside of the European union

(1) In case of transfers of Data outside of the European union SupplyOn shall ensure that the legal requirements for a third country transfer pursuant to Chapter 5 (Art. 44 ff.) of the GDPR are complied with.

(2) The same applies to the involvement of a subcontractor in addition to § 3 (7), provided that this subcontractor is based outside the EU / EEC. This may include, in particular, the conclusion of standard contractual clauses between SupplyOn and the subcontractors based on the valid templates of the EU Commission and the coordination of supplementary measures.

§ 8 Contract Duration

The duration of the contract is based on the duration of the Master Contract. Where the processing of personal data by SupplyOn after the termination of the Master Contract is necessary for the cessation of the Master Contract or this CDP, or where this is a legal requirement, for example on account of the transfer of personal data, this CDP will apply until the complete cessation has ended.

§ 9 Payment

The performances in this CDP are to be compensated through the agreement payment contained in the existing contract for the use of SupplyOn-Services between the parties (the "**Existing Contract**").

§ 10 Liability

Liability within the contractual relationship applies as expressed the Existing Contract. Article 82 GDPR remains unaffected.

§ 11 Final Remarks

- (1) SupplyOn will return the data that the Controller has transferred to SupplyOn for processing on demand for purposes of assessment and security, provided that these are not already available to the Controller online via the SupplyOn Supplier Management Tool.
- (2) Subsidiary agreements, changes or additions to this CDP must be made in writing.
- (3) Should individual parts of this contract be unenforceable, this does not affect the enforceability of the other regulations of this Contract.
- (4) The terms used in the CDP that are defined in the Master Contract or in the general terms and conditions for SupplyOn-Services ("GTC") retain these definitions.
- (5) Should aspects of this contract contradict the Master Contract or the GTC, this CDP shall be enforceable.
- (6) SupplyOn's obligations on account of legal requirements or supervisory authorities or court orders remain unaffected by this CDP.

This agreement is valid without signature and has become effective by accepting the applicable terms and conditions for the AirSupply SME Easy Starter package during the online registration process.

List of Subcontractors

March 2023



Main Subcontractors and Affiliated Companies

Subcontractor / Affiliated Company (Website)	Postal Address	Location ¹		Action in the context of the Commissioned Processing of Personal Data	Personal Data
		EU	not EU		
EPAM Systems GmbH https://www.epam.de	Friedrich-Ebert-Anlage 49 60308 Frankfurt am Main	Mainly <u>DE</u> , PL	UA, GE, RS, CH	Development and 3rd-Level Support of the SupplyOn platform; Restrictive access in Support cases.	User data of the SupplyOn platform
Ingenieurbüro Dipl.-Ing. Volker Eibl https://ibve.net/portal/	Wald 14 84389 Postmünster	<u>DE</u>	-	Development and operation of applications of the SupplyOn Information-Warehouse-Systems.	User data of the SupplyOn platform
TNG Technology Consulting GmbH https://www.tngtech.com	Beta-Straße 13a 85774 Unterföhring	<u>DE</u>	-	Development and 3rd-Level Support of the SupplyOn platform; Restrictive access in Support cases.	User data of the SupplyOn platform
CDNetworks Europe, Co. Ltd. https://www.cdnetworks.com	85 Gresham St London EC2V 7NQ	-	UK	Network services partner	Network protocol data of users of the SupplyOn platform
Samhammer AG https://www.samhammer.de	Zur Kesselschmiede 3 92637 Weiden	<u>DE</u>	-	Callcenter Service: registration and support	User data of the SupplyOn platform
Bosch Service Solutions GmbH https://www.boschservicesolutions.com	Mainzer Landstraße 193 60326 Frankfurt am Main	<u>DE</u>	PH, CN	Callcenter Service: registration and support	User data of the SupplyOn platform
Seeburger AG https://www.seeburger.com	Edisonstraße 1 75015 Bretten	<u>DE</u> , HU	-	Development and 3rd-Level Support of the SupplyOn platform; Restrictive access in Support cases.	User data of the SupplyOn platform
FUJITSU Services GmbH https://www.fujitsu.com	Mies-van-der-Rohe-Str. 8 80807 München	<u>DE</u> , FI, PL, PT	CH	Hosting (Location: DE) and Operations partner	User data of the SupplyOn platform
Microsoft Ireland Operations Ltd. ² https://www.microsoft.com	One Microsoft Place, South County Industrial Park, Leopardstown, Dublin 18, D18 P521	<u>IE</u> , NL	US ²	Hosting (Location: EU) and Operations partner	User data of the SupplyOn platform
Retarus GmbH https://www.retarus.com	Aschauer Straße 30 81549 München	<u>DE</u>	-	Managed e-mail services, in particular malware, phishing and SPAM protection	Personal master data and e-mail communication data of the SupplyOn platform
Mailjet GmbH https://www.mailjet.de	Berliner Allee 26 40212 Düsseldorf	<u>DE</u> , FR	-	Managed e-mail services, in particular malware, phishing and SPAM protection	Personal master data and e-mail communication data of the SupplyOn platform
Episerver GmbH https://www.episerver.de	Wallstraße 16 10179 Berlin	<u>DE</u> , SE	-	Large-volume sending of e-mails and related value-added services	User data of the SupplyOn platform
Inxmail GmbH https://www.inxmail.de	Wentzingerstr. 17 79106 Freiburg	<u>DE</u>	-	Large-volume sending of e-mails and related value-added services	User data of the SupplyOn platform
Userlane GmbH https://www.userlane.com	Rosenheimerstrasse 143C 81671 München	<u>DE</u>	-	Provide "Interactive step-by-step guides" and usage metrics	User data of the SupplyOn platform
SupplyOn Consulting Co. Ltd. (part of SupplyOn Group)	Suite 36E, Tower B, Global Harbor, No.1188 North Kaixuan Road, Putuo District Shanghai 200063	-	CN	Customer support and project management; Restrictive access in the context of projects.	User data of the SupplyOn platform
SupplyOn North America Inc. (part of SupplyOn Group)	7 West Square Lake Rd. Bloomfield Hills, MI 48302	-	US	Customer support and project management; Restrictive access in the context of projects.	User data of the SupplyOn platform
Newtron GmbH (part of SupplyOn Group) https://www.newtron.de	Berliner Str. 3 01067 Dresden	<u>DE</u>	-	Service provisioning; Hosting (Location: DE) and Operations; Customer Support and Consulting Services	Contract data with contact information of SupplyOn customers; User data of the SupplyOn platform
EURO-LOG AG (part of SupplyOn Group) https://www.eurolog.com	Am Söldnermoos 17 85399 Hallbergmoos	<u>DE</u>	-	Service provisioning; Hosting (Location: DE) and Operations; Customer Support and Consulting Services	Contract data with contact information of SupplyOn customers; User data of the SupplyOn platform

¹ Codes for the representation of names of countries according to ISO 3166-1 alpha-2. In case of multiple locations, the country of the contract holder is underlined.

² Please note that Microsoft has special privacy policies in place. You can view these in detail in the Microsoft "Product Terms" and the "Online Services Data Protection Addendum (DPA)" here: <https://www.microsoft.com/en-us/licensing/product-licensing/products>. These Terms also apply to Microsoft as a SupplyOn subcontractor for the provision of the SupplyOn Services.

Additional Subcontractors (only when using certain services – see Relevance)

Subcontractor (Webpage)	Postal Address	Location ¹		Action in the context of the Commissioned Processing of Personal Data	Relevance
		EU	not EU		
TrustWeaver AB https://www.trustweaver.com	Kungsgatan 7 SE-111 56 Stockholm	SE	-	Digital Signature and Archiving of electronic Invoices	Only by using Digital Signature and Archiving
Cloud Trade Technologies Ltd. https://www.cloudtradenetwork.com	Unit 5.09 Cargo Works, 1-2 Hatfields London SE1 9PG	-	UK	Provider of electronic invoicing solutions (e.g. PDF Upload solution)	Only by using PDF Upload solution
CSP GmbH & Co. KG https://www.csp-sw.de	Herrenäckerstr. 11 94431 Pilsting-Großköllnbach	DE	-	Provider of electronic archiving solutions	Only by using AirSupply Archiving solution
MHP Management- & IT-Beratung GmbH https://www.mhp.de	Königsallee 49 71638 Ludwigsburg	DE	-	Support of installation of the Problem Solver Connector (Complaint / Reklä Cockpit) for SAP QM at the customer.	Only by using the Problem Solver Connector (Complaint / Reklä Cockpit)
SYCOR IQ Solutions GmbH https://www.sycor-ig.com	Landsberger Straße 110 80339 München	DE	-	Support of internal SupplyOn IT Systems	Only by using the SupplyOn Office IT Systems
MAKONIS GmbH https://makonis.de	Walter-Gropius-Str. 15 80807 München	DE	-	Support of internal SupplyOn IT Systems	Only by using the SupplyOn Office IT Systems
Demicon GmbH https://www.demicon.de	Friedrichstr. 15 70174 Stuttgart	DE	-	Support of internal SupplyOn IT Systems	Only by using the SupplyOn Office IT Systems
Profundis Labs GmbH & Co. KG https://www.profundis-labs.de	Klausenburger Straße 9 81677 München	DE	-	Realization of external security tests	In the context of security tests access to personal data in all SupplyOn Systems possible
Cancom GmbH https://www.cancom.de	Erika-Mann-Straße 69 80636 München	DE, AT	-	Support of SupplyOn ERP Systems	Contract data with contact information of SupplyOn customers
Aegys https://www.aegys.fr	Centre Regus, 7 Av. Didier Daurat 31700 Blagnac	FR	-	Supplier connection Consulting	Only by using supplier connection or respective Consulting services
Netum Integrations Oy https://www.truugo.com	Läntinen Rantakatu 53 A FI-20100 Turku	FI	-	Supplier connection via EDI, Consulting	Only by using supplier connection via EDI or respective Consulting services
apsolut GmbH https://www.ap-solut.com	Hobergerfeld 6a 33619 Bielefeld	DE	-	Development and 3rd-Level Support	Only by using the SupplyOn service "Entry of Services Performed (EOSP)" and the SAP SRM Connector.
Scandio GmbH https://www.scandio.de	Fritz-Schäffer-Straße 2 81737 München	DE	-	Support of internal SupplyOn IT Systems (i.e. Ticketing Service Desk)	Only by using the SupplyOn IT Systems
schalk&friends GmbH https://www.schalk-and-friends.de	Lindwurmstraße 124 80337 München	DE	-	Development and 3rd-Level Support of SupplyOn CMS Systems	User data of the SupplyOn platform
Livestorm limited company SAS https://livestorm.co	6 boulevard Saint Denis 75 010 Paris	FR	-	Support of the performance of webinars and live events	User data of participants of webinars and live events