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Agreement on order processing ("ADV")

Preamble

(1) If and insofar as Fidigit (Schweiz) AG ("Contractor") processes personal data ("Data") in the fulfilment of its services as an order processor within the scope of order processing for the customer ("Client") or an affiliated company of the customer (depending on the applicability), this order processing agreement ("ADV") automatically becomes part of the (respective) basic contract (e.g. the service contract) between Fidigit (Schweiz) AG and the customer. In the event of a conflict between the following documents, the following order of precedence shall apply (in descending order): (a) the main part of this ADV, (b) all documents attached to the ADV and (c) the (respective) basic contract between the parties.

(2) This DPA shall apply in order to comply with the requirements of data protection law. It shall also apply to all future contracts between the parties if and insofar as these result in order processing under which the contractor processes data for the client as an order processor.

1. Object of the agreement

(1) The respective contracts concluded between the parties, which may include commissioned data processing, specify the subject matter of this agreement as well as its nature and purpose, to which reference is made here.

(2) The commissioned data processing is generally carried out by the contractor in Switzerland or in a member state of the European Union/EEA. Any relocation of the commissioned data processing or parts thereof to other third countries (other than Switzerland or member states of the European Union/EEA) may only take place if the special requirements under data protection law are met (e.g. adequacy decision, standard data protection clauses, approved rules of conduct or another suitable guarantee for the data transfer).

2. Duration of the agreement

(1) The term of this agreement is based on the term of the contracts that relate to commissioned data processing between the parties, unless the provisions of this agreement contain obligations or cancellation rights that go beyond this.

(2) The term of this agreement shall apply in any case for as long as the Contractor processes the Client's personal data.

3. Nature and purpose of the processing, type of data and categories of data subjects

(1) The Contractor's activities include services that are related to the contractual products described in the respective contracts concluded between the parties and for which commissioned data processing by the Contractor is possible.

The contractor's activities may include the following:

- Installation and testing of software according to contract
- Improvements to the software in accordance with the contract
- Maintenance, installation and testing of provided hotfixes, service packs and new versions of the software in accordance with the contract
- Activities within the scope of software support
- Accessing and processing data
- Receipt and processing of data backups with the possibility of accessing data of the client or its customers
- Receipt and processing of data as part of a subscription
- Hosting of applications, software solutions and data

The following types of processing are possible:

- Collecting, recording, organising or arranging data
- Storage, adaptation or modification of data
- Reading, querying, use and disclosure of data through transmission
- Dissemination or other form of provision, synchronisation or linking of data
- Restriction, deletion or destruction of data

(2) The types of data processed and the categories of data subjects are determined by the respective subject matter of the contract and the contractual products.

The following types of data may be affected:

- Personal master data (such as first name, surname, date of birth, age, gender, nationality)
- Details of identity documents
- Information about professional life such as job title, function, etc.
- Information about private life, e.g. marital status, hobbies, etc.
- User information such as login data, customer number, user behaviour, consumption behaviour
- (business or private) communication data (e.g. telephone, address, e-mail address)
- Contract master data (contract name, product or contract interest)
- Customer history
- Contract billing or payment data
- Planning and control data
- Project data
- Information (from third parties, e.g. credit agencies, data from public directories)
- Technical information such as IP address, device information, etc.

In addition, special categories of personal data / particularly sensitive data may also be affected, whereby the categorisation of the data is based on the applicable data protection legislation.

The categories of data subjects may be

- Natural persons such as employees of the client, applicants, freelancers, employees of

(potential) customers, end and business customers, subscribers to contractual products of the client, interested parties, business partners, suppliers, commercial agents, sellers and dealers as well as their respective employees as contact persons

- In the case of legal entities, their natural persons such as their employees, employees of their business partners, contractual partners, service recipients, service providers or other auxiliary persons of (potential) customers, suppliers, vendors, dealers
- In the case of legal entities whose natural persons, such as their employees, are employed by public-law entities, in the form of business partners, contractual partners, service recipients, service providers or other auxiliary persons of (potential) customers, suppliers, service providers or other auxiliary persons.

A current list of the contractual products with detailed information on the data and the categories of data subjects that can be processed as part of the commissioned data processing is available from the contractor.

4. Rights and authority to issue instructions and obligations of the client

(1) The client is solely responsible for assessing the permissibility of the processing and for safeguarding the rights of the data subjects as the controller (hereinafter "controller") within the meaning of data protection. The Contractor shall forward all enquiries, insofar as they are recognisably addressed to the Client or a Controller, to the Client.

(2) Changes to the object of processing and procedural changes can be jointly agreed between the client and the contractor and specified in writing or in a documented electronic format.

(3) The Client has the right to issue instructions to the Contractor in a documented manner and generally issues these instructions in writing or in a documented electronic format. Instructions that are not provided for in the respective contract and are not required to prevent legal violations in the Contractor's area of responsibility shall be remunerated by the Client.

(4) The Client shall inform the Contractor immediately if it discovers or becomes aware of any breaches of data protection, errors or irregularities in the examination of the order results. The Contractor shall take the necessary measures to secure the data and to minimise possible adverse consequences for the persons concerned and may consult with the Client to this end.

(5) The client is solely responsible for the data provided to the contractor. The client guarantees that this data has been processed in a lawful manner (information obligations, legal basis, compliance with data protection principles, etc.) and may be processed by the contractor. The Contractor shall not be responsible for assessing the permissibility of the processing or for safeguarding the rights of the data subjects. At the Contractor's first request, the Client shall fully indemnify and hold the Contractor harmless for all damages, costs and expenses (including court costs and reasonable legal fees) incurred by the Contractor as a result of a breach of the Client's obligations under this Section 4.

5. Obligations of the contractor

(1) The Contractor shall process data exclusively within the scope of the agreements made and in accordance with the documented instructions of the Client, unless it is obliged to do so by the applicable law to which the Contractor is subject (e.g. investigations by law enforcement or state security authorities). The purpose, type and scope of data processing shall be governed exclusively by this agreement and/or

the instructions of the client.

(2) The Contractor shall inform the Client if an instruction issued by the Client obviously violates statutory provisions. The Contractor shall be entitled to suspend the implementation of the relevant instruction until it is confirmed or amended by the person responsible or the Client following a review. If, in the Contractor's objectively comprehensible assessment, the instruction is unlawful and the Contractor is threatened with damage if the Client's instruction is implemented, the Contractor shall be entitled to demand appropriate security.

(3) The Contractor shall not use the data provided for processing for any other purposes, in particular not for its own purposes. Copies or duplicates of the data shall not be created without the Client's knowledge. Excluded from this are backup copies, insofar as they are necessary to ensure proper data processing, as well as data that is required in order to comply with statutory retention obligations.

(4) The contractor may not correct, delete or restrict the processing of data processed on behalf of the client without authorisation, but only in accordance with documented instructions from the client.

(5) The Contractor shall design and monitor the internal organisation in its area of responsibility in such a way that it meets the special requirements of data protection.

(6) The data processed for the client is strictly separated from other data stocks. Physical separation is not mandatory.

(7) The Contractor shall cooperate to the necessary extent in the fulfilment of the rights of the data subjects by the Client, the security of the processing, the reporting of data protection breaches and in any necessary data protection impact assessments by the Client and shall provide the Client with appropriate support where possible.

(8) The processing of data outside the Contractor's premises, for example in the home office of employees, is hereby authorised by the Client.

(9) The contractor undertakes to maintain confidentiality when processing the data in accordance with the order. This obligation shall continue to exist even after termination of the contractual relationship. It shall also observe any relevant statutory confidentiality regulations (e.g. statutory professional and official secrets) that are the responsibility of the client.

(10) The Contractor shall familiarise the employees and other persons working for the Contractor in the performance of the commissioned data processing with the data protection provisions applicable to them before they commence their work and shall impose an appropriate duty of confidentiality on them for the duration of their work and after termination of the employment relationship. They are prohibited from processing the data outside the instructions of the client, unless they are legally obliged to do so.

6. Notification obligations of the contractor in the event of data breaches

(1) If the Contractor becomes aware of a breach of data protection or data security, it shall notify the Client of this immediately verbally, in writing or in text form as soon as it becomes aware of it.

(2) The notification to the client shall contain at least the following information:

a. a description of the nature of the data breach, including, where possible, the categories and approximate number of data subjects concerned, the categories concerned and the approximate number of personal data records concerned;

b. a description of the measures taken or proposed by the Contractor to remedy the breach and, where appropriate, measures to mitigate its possible adverse effects.

(3) In the event that there is an obligation to inform third parties (such as the data subjects) or any other statutory reporting obligation applicable to the client or a controller (e.g. to a supervisory authority), the client or controller is responsible for compliance with this obligation.

7. Subcontracting relationships with subprocessors

(1) Such contractual relationships include services that relate directly to the provision of the main service or parts of the main service under this agreement. This does not include purely ancillary services, such as telecommunications, postal or transport services, cleaning services or security services with no specific reference to services provided by the Contractor for the Client. Maintenance, care and testing services as well as the disposal of data storage media - insofar as access to or knowledge of the Client's data is possible - constitute such contractual relationships, insofar as these are provided for IT systems that are also used in connection with the provision of services for the Client.

(2) The Contractor is hereby generally authorised to commission sub-processors (e.g. to engage or replace them) to process the Client's data. A current list of commissioned sub-processors can be found in Annex 1 to this Agreement. The Client hereby agrees to their commissioning.

(3) The Contractor shall inform the Client of any intended change with regard to the involvement of new or the replacement of existing sub-processors, giving the Client the opportunity to object to such changes on objective grounds.

(4) If no objection is made by the client within 14 days, the client shall agree to the change; if an objection is made within this period, the commissioning of the sub-processor shall not be permitted. In such a case, the parties shall find an amicable solution regarding the sub-processor. If the parties fail to find an amicable solution, the client shall have the right to terminate the (respective) basic contract subject to a notice period of 30 days.
In emergency situations, the client will respond within 3 days and, if necessary, raise an objection.

(5) The Contractor shall ensure that it carefully selects the sub-processor.

(6) Sub-processors in third countries may only be commissioned if the special requirements under data protection law are met (e.g. adequacy decision, standard data protection clauses, approved rules of conduct or another suitable guarantee for data transfer). The contractor shall ensure this by taking appropriate measures. However, if such a transfer of personal data is activated by the client itself, compliance with the relevant provisions is the sole responsibility of the client.

(7) The Contractor shall contractually ensure that the provisions agreed between the Client and the Contractor also apply to sub-processors. The contract with sub-processors shall be drawn up in writing or in electronic form.

8. Technical and organisational measures

(1) The Contractor undertakes to take the necessary technical and organisational measures within the meaning of Art. 8 FADP and Art. 32 GDPR to ensure appropriate data security for the protection of personal data. The Contractor shall design the internal organisation in such a way that it meets the requirements of data security.

(2) A list of the technical and organisational measures taken by the Contractor is available from the Contractor on request from the Client. The measures contained therein represent the measures implemented by the Contractor in accordance with the identified risk, taking into account the protection objectives according to the state of the art.

(3) If the measures taken by the Contractor do not meet the Client's requirements, the Client shall notify the Contractor immediately.

9. Rights and claims of data subjects

(1) The Contractor shall support the Client as far as possible with suitable technical and organisational measures in the fulfilment of its obligations in relation to requests and claims of the data subjects.

(2) If a data subject contacts the Contractor with requests for rectification, blocking, erasure or information, the Contractor shall immediately refer the data subject to the Client, provided that an obvious assignment to the Client is possible according to the data subject, and shall await the Client's instructions.

(3) The contractor may only provide information to third parties about data from the contractual relationship after prior instruction or with the consent of the client.

(4) The contractor is not liable if the request of the data subject is not answered, not answered correctly or not answered on time by the client or its customers as the responsible party.

(5) In principle, the Client shall remunerate support services provided by the Contractor that are not caused by misconduct on the part of the Contractor appropriately according to the expenses actually incurred. The Contractor's usual hourly rates shall apply.

10. Checks and inspections

(1) Upon request, the Contractor shall provide the Client with all relevant information to document compliance with the obligations under this Agreement.

(2) The Contractor shall review the internal processes at regular intervals and agrees that the Client is authorised to check compliance with the regulations on data protection and data security as well as the contractual agreements to the appropriate and necessary extent before the start of processing and during the term of the contract.

(3) Where necessary, the Contractor shall assist in these inspections. The result must be documented.

(4) Such inspections or audits shall be carried out during normal business hours without disrupting operations after notification, taking into account a reasonable lead time. In the context of such an audit, the principle of proportionality must be observed and the Contractor's interests worthy of protection (in particular confidentiality interests) must be protected in an appropriate manner. The contractor may make this dependent on the signing of a confidentiality agreement.

(5) The Contractor shall support the Client in complying with the obligations set out in Articles 22 and 25-29 FADP and Articles 32-36 GDPR, taking into account the type of processing and the information available to it.

(6) The Contractor may demand reasonable remuneration for assistance in carrying out an inspection, based on the actual expenses incurred. The Contractor's usual hourly rates shall apply.

11. Obligation of the contractor after completion of the order

(1) After completion of the contractual work or at any time at the Client's request, the Contractor shall hand over to the Client, in accordance with the Client's instructions, all data and databases of the Client that have come into its possession in connection with the contractual relationship, or delete them or have them destroyed in accordance with data protection regulations (unless this conflicts with any

statutory retention obligation). The same applies to data backups, test and scrap materials.

(2) The Contractor shall have a reasonable claim to remuneration from the Client for the above-mentioned surrender, deletion or destruction. The Contractor's usual hourly rates shall apply.

12. Liability for breach of this agreement

(1) The Client and the Contractor shall be jointly and severally liable to the data subject for compensation for damages suffered by the data subject due to unauthorised or incorrect data processing or use under this Agreement in accordance with data protection laws, insofar as this is provided for by the applicable data protection laws and regulations.

(2) The Contractor shall be liable to the Client, subject to separately agreed liability provisions in the respective contracts concluded between the parties, which may include commissioned data processing, up to a maximum of 100% of the remuneration actually paid for the service causing the damage in the last 12 months, but up to a maximum total amount of CHF 50,000 for direct damages arising from breaches of its data protection obligations under this agreement, unless the Contractor is not or not fully responsible for the event causing the damage.

(3) Any limitations of liability between the Client and its customers as responsible parties shall also apply in favour of the Contractor, so that it shall not be obliged to indemnify the Client for amounts that it does not have to pay due to such limitations of liability.

(4) In all other respects, any further liability - to the extent permitted by law - is excluded. For other damages not caused by a breach of the data protection obligations of this agreement, the liability provisions agreed in the respective contracts concluded between the parties shall apply.

13. Miscellaneous

(1) Amendments, supplements to this agreement and ancillary agreements must be made in writing, unless this agreement also permits a documented electronic format. It must be expressly stated that it is an amendment, supplement or collateral agreement to these terms and conditions. This also applies to the waiver of this formal requirement.

(2) Should individual provisions of this agreement prove to be invalid or void, this shall not result in the invalidity or voidness of the remaining provisions, but these shall be replaced by such provisions that come closest to the economic purpose of the agreement. The same applies in the event of a contractual loophole.

(3) In the event of any contradictions with regard to commissioned data processing, the data protection provisions of this agreement shall take precedence over the provisions of the respective contracts concluded between the parties.

(4) Any disputes arising from or in connection with this agreement shall be subject to the jurisdiction of the ordinary courts at the Contractor's registered office. However, the Contractor shall also be entitled to bring a dispute before the court with jurisdiction for the Client's registered office.

(5) This contract shall be governed exclusively by Swiss law to the exclusion of the conflict of laws provisions and the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980.

Attachments:

Appendix 1: List of subprocessors Fidigit (Switzerland) AG
Appendix 2: Abacus contract products
Appendix 3: Extract TOM: Fidigit IT Security Regulations