

General Terms and Conditions

for the Provision of Services

Please note: The following document is an English convenience translation of the German-language GTC. The German version of the GTC shall take precedence over the English version of the GTC should there be any contradictions or discrepancies in interpretation between the two versions.

1. Scope

These General Terms and Conditions for the Provision of Services (hereinafter '**GTC**') govern the legal framework for the commissioning of services by a group company of the Hubert Burda Media Group (hereinafter '**Client**'). They apply to all contracts that expressly refer to these GTC (hereinafter referred to as '**Individual Contracts**'). By way of reference, these GTC shall be an integral part of the respective Individual Contract and supplement the agreements made individually with the contractual partner (hereinafter '**Contractor**') in the relevant Individual Contract. In the event of contradictions between these GTC and the provisions of an Individual Contract, the provisions of the Individual Contract shall take precedence.

2. Contract Execution

- 2.1. The Contractor shall act as an independent entrepreneur for the Client. The Contractor shall perform his services in accordance with these GTC in his own name and on his own account. The Contractor is not authorized to represent the Client in legal transactions. The Contractor shall act independently of instructions from the Client. He shall also have no right to issue instructions to the Client's employees.
- 2.2. The Contractor may determine his own place of work and working hours. In doing so, the Contractor shall ensure the efficient and successful performance of the contractual services.

3. Changes to services

- 3.1. The Client may request changes to the services in writing or text form at any time. The Contractor agrees to consider instructions and requests for changes during the performance of the services.
- 3.2. In the event of a request to change the services, the Contractor shall notify the Client in writing or text form within five working days as to whether the requested change is possible and what effects it would have on the contract. In particular, the Contractor shall take into account the time required, additional expenditures, the amount of remuneration, and the obligation to co-operate. If it is not possible to prepare an offer within five working days due to the complexity or scope of the change request, the Contractor shall indicate this immediately. The parties shall then agree on a reasonable deadline.
- 3.3. The Client shall inform the Contractor in writing within 10 business days whether to maintain the request for a change in performance or continue the contract under the original terms.

- 3.4. If the Client accepts the Contractor's offer to change the service, this shall be recorded in a change protocol agreed upon by both parties.
- 3.5. The Contractor may only be authorised to make changes to services with written consent. In particular, a change to services provided by a supplier of the Contractor shall not entitle the Contractor to provide a modified service.
- 3.6. The parties agree that insignificant changes and additions (those that do not deviate by more than 10 % from the offer or order value) are included in the agreed-upon remuneration.

4. Invoicing

- 4.1. At the end of each calendar month, the Contractor shall submit a written invoice to the Client for the services rendered the previous month. The Contractor shall also provide the Client with a statement of activities for the previous month. The statement must show which services the Contractor rendered on which days and how much time was spent on each service. The Client may refuse to pay the remuneration until a proper invoice and activity report have been submitted.
- 4.2. The Client shall pay the fee plus statutory value added tax if and to the extent that the Contractor's services are subject to value added tax and the Contractor issues a proper invoice in accordance with the provisions of the German Value Added Tax Act (Umsatzsteuergesetz, UStG). Should it later be determined that the Contractor's services were not subject to sales tax, the Contractor must immediately reimburse the Client for the wrongfully charged and paid sales tax.
- 4.3. The Contractor is solely responsible for payment of taxes on its income under this contract. It shall indemnify the Client against any liability for payroll tax claims and other taxes, ancillary tax claims, etc., vis-à-vis the tax authorities and other authorities at the Client's discretion by way of payment to the Client or to the competent tax office and undertakes to reimburse the Client for any payroll tax, other taxes, ancillary tax claims, etc., paid by the Client.
- 4.4. If the remuneration to be paid is subject to tax deduction in the Federal Republic of Germany in accordance with Section 50a of the Germany Income Tax Act (Einkommensteuergesetz, EStG) (withholding tax), the agreed remuneration shall be a gross fee. Any taxes incurred shall be borne by the Contractor. They are withheld by the Client from the remuneration to be paid and transferred to the competent tax authority for the account of the Contractor. In order to reduce or avoid withholding tax, the Contractor may apply to the German tax authorities for exemption from withholding tax. The Client shall support the Contractor in this regard.
- 4.5. The Client shall not reimburse the Contractor for travel expenses, accommodation costs, travel time, or other incidental expenses incurred by the Contractor. In justified individual cases, however, the parties may agree otherwise.

- 4.6. The agreed-upon remuneration shall cover all services to be provided by the Contractor, including the granting of rights. Automatic price adjustments shall not take place.
- 4.7. The parties agree that the eProcurement system used by the Client (e.g., Coupa) may be used for orders. The Client is authorised to place an order via the eProcurement system. The Contractor has created the technical requirements necessary to accept orders via the eProcurement system.
- 4.8. Invoices must be sent via e-mail in PDF format to kreditoren.rechnung@burda.com. Contractor invoices relating to a Coupa order (43rd order) must be submitted via the Coupa Supplier Portal. To ensure correct allocation, invoices must contain the organizational details of the order, such as the order number and delivery location. For agreed partial payments, the Client will receive partial invoices marked accordingly.
- 4.9. Payments by the Client do not constitute acceptance of the Contractor's performance in accordance with the contract.
- 4.10. The Client is entitled to setoff and retention rights to the extent permitted by law.
- 4.11. Claims of the Contractor arising from the contract may not be assigned to third parties, either in whole or in part, without the written consent of the Client.
- 4.12. The Contractor may not charge additional fees for external costs, including handling fees. External costs must be fully disclosed in the Contractor's offers.
- 5. Client Cooperation**
- 5.1. The Client shall cooperate in performing the contract to the extent that it is contractually agreed upon and necessary.
- 5.2. The Contractor is obligated to request cooperation from the Client, providing reasonable notice and specifying the required cooperation. If no such request is made, the Client shall not be considered in default of cooperation, and the Contractor shall not be able to invoke improper cooperation. The Client is only responsible for insufficient or delayed cooperation to the extent that he is responsible for it.
- 6. Use of third parties**
- The Contractor remains responsible to the Client for the proper fulfilment of the contractual services, even if the Contractor uses other legal or natural persons to fulfil the contract. The Contractor shall only be authorised to transfer the contractual services to other legal entities or natural persons with the prior consent of the Client (at minimum in text form). The Client shall only refuse consent if its legitimate interests are at risk.
- 7. Performance of contractual services**
- 7.1. All services must be performed properly according to the state of the art at the time of performance.
- 7.2. Upon request, the Contractor shall provide written information on the current status of performance at any time.
- 7.3. The Contractor may only deliver items intended for sale by the manufacturer in a Member State of the European Union or a State that has signed the Agreement on the European Economic Area.

- 7.4. Unless otherwise specified in the contract, the place of performance shall be the Client's registered office.
- 8. Storage and return of documents**
- 8.1. The Contractor undertakes to properly store all business and operating company made available to him and, in particular, to ensure that third parties cannot access them. The documents provided and any copies thereof shall be returned to the Client upon request during the term of this contract, and immediately upon termination of the contractual relationship, without request.
- 8.2. The same obligation to retain and surrender shall apply to all documents relating to the Client's affairs (such as records, drafts, etc.) that are in the Contractor's possession. The Contractor is not entitled to a right of retention on these documents.
- 9. Granting of rights**
- 9.1. The Contractor shall grant the Client an exclusive, permanent, irrevocable and non-cancellable right of use for non-commercial and commercial purposes, unlimited in terms of time, space and content, to all objects of use upon their creation, but at the latest upon handover to the Client, which extends to all known and unknown types of use, including:
- the right of permanent or temporary copying, in whole or in part, by any means and in any form, for example for display, loading and/or running or other permanent and/or temporary storage on electronic, electro-magnetic or optical storage media, such as any type of hard disc, RAM, DVD, CD-ROM, memory card, USB stick, etc.;
 - the right to display and publish;
 - the right to distribute the copies on any data carrier and in physical and non-physical form as well as by any other means, including the right to their commercial utilisation, also by rental and/or loan;
 - the right to wired and/or wireless public and non-public communication, in particular via the Internet, in online services, including social networks (e.g., Facebook), and (generative) AI applications, via AI models (in particular large language models) and chatbots, in widgets, via apps and similar applications, via intranet, via extranet, via API, via pull and push services, on-demand services, RSS feeds, streaming, podcasts, messaging services such as Twitter or X, as a download, in online press reviews, but also in physical form;
 - the right to translate, edit, or otherwise modify the content and exploit the resulting versions in the same manner as the original objects themselves.
- 9.2. Insofar as individual components of the objects of use (e.g., image, audio, video files; archive material) are based on third-party material, the Contractor undertakes to procure these components from generally accessible databases, alternatively from the rights holder, and to grant the Client the non-exclusive rights of use thereto to the extent specified in Section 9.1. A solution that is free of charge for the Client should always be the preferred option. The acquisition of rights at the Client's expense requires prior notification and the prior

written consent of the Client. Otherwise, the costs shall be borne by the Contractor.

9.3. The Contractor shall inform the Client of any restrictions on the rights of use, GEMA rights and rights of other collecting societies and obtain the Client's prior written consent for their use.

9.4. The Client is authorised to transfer the above rights in whole or in part to third parties without further consent from the Contractor or to split off further simple rights of use from them and grant them to third parties, to use them by third parties or to have them used for its own purposes, but also to use them to provide services to third parties, irrespective of whether this is for non-commercial or commercial purposes.

9.5. The Client accepts the granting of the rights of use upon conclusion of the contract.

9.6. All execution documents (e.g., descriptions, drawings, documentation) delivered by the Contractor for the execution of the contract shall become the property of the Client upon delivery.

10. Termination

10.1. The right of the parties to terminate the contract for good cause remains unaffected. Good cause shall be deemed to exist, in particular, if the Contractor breaches the confidentiality or non-competition obligations of this contract.

10.2. After giving notice of termination, the Client shall not be obligated to accept further services from the Contractor.

10.3. The provisions of this contract, in particular with regard to the rights of third parties (Section 12), confidentiality (Section 13) and data protection (Section 14), shall continue to apply even after termination of the contractual relationship.

11. Liability

11.1. The parties shall be liable without limitation in cases of intent or gross negligence.

11.2. In cases of simple negligence, the parties shall only be liable for:

- for damages resulting from injury to life, limb or health;
- for damages resulting from the breach of an essential contractual obligation (i.e., an obligation whose fulfilment is essential for the proper execution of the contract and on which the other party regularly relies); in this case, however, liability is limited to compensation for foreseeable, typically damages.

11.3. Any further liability is excluded.

11.4. These limitations of liability do not apply if a guarantee has been given for the quality of a product or if a defect has been fraudulently concealed. The provisions of the Product Liability Act (Produkthaftungsgesetz) remain unaffected.

12. Third-party rights

12.1. The Contractor guarantees that all services and objects of use are free from third-party property rights and that there are no other third-party rights that restrict or exclude contractual use.

12.2. If contractual services infringe the rights of third parties (including industrial property rights and copyrights), the Contractor shall do everything reasonable within the scope of

subsequent fulfilment to establish the conditions agreed in the contract by acquiring rights. If the acquisition of rights is unsuccessful, the Contractor shall provide equivalent contractual services and deliverables that do not infringe the rights of third parties (workaround). The workaround is only equivalent if it does not or only insignificantly restricts the agreed usability of the contractual services and deliverables by the Client. The Contractor shall bear the costs of the workaround and any necessary adaptations to the conditions surrounding the contractual services, unless he is not responsible for the infringement of the rights of third parties. If the Contractor fails to eliminate impairments caused by the rights of third parties, the Client shall be entitled to terminate the contract in whole or in part or to demand a reduction in the remuneration. Further rights and claims of the Client remain unaffected.

12.3. The Contractor shall indemnify the Client against all claims by third parties and associated costs arising from infringement of third-party rights to an unlimited extent. This shall not apply if the Client is solely responsible for the infringement of third-party rights.

12.4. In the event that claims are asserted against the Client due to the infringement of third-party rights owing to the contractual services, the Contractor shall be obliged to independently conduct the legal defence on behalf of the Client at its own expense. The Client shall support the Contractor to a reasonable extent at the Contractor's expense in the defence against claims asserted by third parties, if necessary. The Client shall be entitled to conduct the legal defence itself, but shall coordinate in such matters with the Contractor. In such cases, the Contractor is also obliged to bear the necessary costs.

13. Confidentiality

13.1. 'Confidential information' is all business, operational, organisational and technical information and knowledge that a party (or a company affiliated with a party within the meaning of Sections 15 et seq. of the German Stock Corporation Act (Aktiengesetz, AktG)) ('Disclosing Party') discloses to the other party ('Receiving Party') under this contract and which is only accessible to a limited group of persons, is designated as 'confidential' by the Disclosing Party or is to be treated as confidential in good faith in view of the consequences of any possible disclosure. Confidential information shall not include information that has been independently developed by the Receiving Party, has been lawfully provided to the Receiving Party by a third party without an obligation to maintain confidentiality, is known at the time this confidentiality agreement is entered into or becomes publicly known without breach of this confidentiality agreement by the Receiving Party.

13.2. The Receiving Party shall use confidential information of the Disclosing Party only in order to exercise rights and fulfil obligations under this contract. The Receiving Party shall exercise reasonable care not to disclose the confidential information of the Disclosing Party, except to directors, executive staff, employees, advisors ('trusted persons') or companies affiliated with a party within the meaning of Sections 15 et seq. of the German Stock Corporation Act (Aktiengesetz, AktG) and their trusted persons who need to know this information and are legally or contractually obliged to treat it confidentially with confidentiality standards at minimum equivalent to the confidentiality standards set out in this contract. The Receiving Party shall ensure and guarantee that its trusted persons,

affiliated companies and their trusted persons are bound to confidentiality at least to the same extent as stipulated under this contract. The Receiving Party may also disclose confidential information if ordered to do so by a court, regulatory authority or other competent authority, after giving reasonable prior notice to the Disclosing Party, to the extent permitted by law and actually possible.

- 13.3. The obligations under the above clauses shall continue to apply for a period of five (5) years after termination of this contract.

14. Data protection

- 14.1. The parties shall comply with the applicable data protection regulations, in particular the provisions of the General Data Protection Regulation (GDPR), the German Federal Data Protection Act (Bundesdatenschutzgesetz, BDSG) and other national regulations.
- 14.2. The parties shall oblige their employees to observe data secrecy, unless such an obligation already exists.
- 14.3. The parties shall process personal data as defined in Art. 4 No. 1 GDPR within the scope of this contract strictly separately in their respective areas of responsibility, Art. 4 No. 7 Alt. 1 GDPR
- 14.4. Insofar as the Contractor performs certain processing operations as a processor within the meaning of Art. 4, No. 8, GDPR, for the Client, the conditions set out in the order processing contract, attached as an **Appendix**, shall apply in accordance with Art. 28(3) GDPR shall apply in addition.
- 14.5. If the parties jointly decide on the purposes and means of certain processing operations within the meaning of Art. 4 No. 7 Alt. 2, Art. 26, para. 1 GDPR, they shall conclude a data protection agreement on joint responsibility.

15. Reference

The Contractor may only use the Client as a reference with the Client's express written consent, which may be revoked at any time. In particular, the Client reserves the right to use its names, company logos, registered trademarks or designs.

16. Compliance

- 16.1. The Contractor undertakes not to offer, grant, demand or accept benefits within the business relationship that violate applicable anti-corruption regulations, neither in business dealings nor in dealings with public officials.
- 16.2. The Contractor undertakes not to enter into any agreements or concerted practices with other companies within the business relationship which have the purpose or effect of preventing, restricting or distorting competition in accordance with applicable antitrust laws.
- 16.3. The Contractor undertakes to comply with the applicable laws governing the general minimum wage and to oblige its subcontractors to the same extent. Upon request, the Contractor shall provide evidence of compliance with the above assurance. In the event of a breach of this assurance, the Contractor shall indemnify the Client against any claims by third parties and shall reimburse the Client for any fines imposed in connection with this breach.

- 16.4. The Contractor shall comply with the applicable legal regulations on employee treatment, environmental protection, and occupational safety.

- 16.5. No employment relationship subject to social security contributions shall be established. The Contractor shall be responsible for the tax and social security obligations arising from this collaboration.

- 16.6. In the event of a suspected breach of the obligations under Sections 16.1 to 16.5, the Contractor shall immediately resolve possible breaches and inform the Client of the measures taken to resolve said breaches. If the suspicion proves justified, the Contractor shall inform the Client within a reasonable period of time of the internal measures it has taken to prevent future violations. If the Contractor fails to fulfil these obligations within a reasonable period of time, the Client reserves the right to withdraw from contracts with the Contractor or to terminate them with immediate effect.

- 16.7. In the event of serious violations of the law by the Contractor and violations of the provisions set out in Sections 16.1 to 16.5, the Client reserves the right to withdraw from existing contracts or to terminate them without notice.

17. Final provisions

- 17.1. For contracts with consumers within the meaning of Art. 6(1) of Regulation (EC) No. 593/2008, the law of the Member State in which the consumer is domiciled or permanently resident at the time of conclusion of the contract shall apply. If no consumer within the meaning of Art. 6(1) Regulation (EC) No. 593/2008 is concerned, German law shall apply to the exclusion of German private international law and the UN Convention on Contracts for the International Sale of Goods (CISG). The exclusive place of jurisdiction for all disputes arising from or in connection with this contract is Munich, provided that both parties are merchants or legal entities under public law.
- 17.2. Should individual provisions of this contract be or become invalid or void in whole or in part, this shall not affect the validity of the remainder of the contract. The parties undertake to replace the invalid or void provision with a valid provision that comes closest to the intended economic purpose. The same applies in the event of a loophole.
- 17.3. There are no verbal side agreements. The conclusion of, amendments/addendums to and, unless otherwise provided for in this contract, the termination of this contract must be done in writing or at minimum electronically signed via a signature tool used by the parties (e.g., DocuSign), even if this signature tool or the signature generated with it does not fulfil the respective requirements for a qualified electronic signature under the eIDAS Regulation (Regulation (EU) 912/2014) or its successor standards. Section 127(2) of the German Civil Code (Bürgerliches Gesetzbuch, BGB) is waived in all other respects. In particular, unless otherwise stipulated in this contract, e-mail, messenger services (e.g., WhatsApp and SMS) and similar services do not comply with the form agreed in this contract. The above provisions also apply to any amendment or waiving of this Section.

Appendix: Data Processing Agreement in accordance with Art. 28(3) GDPR

1. Preamble

- 1.1. The parties are entering into this Data Processing Agreement exclusively for the purpose of complying with data protection regulations, particularly the provisions of Art. 28 GDPR. To the extent that the Contractor is subject to data protection regulations through these provisions, this constitutes a data protection obligation within the meaning of the GDPR. In all other respects, the Contractor shall perform its services as an independent entrepreneur, acting within its own organization and without integration into the Client's work organization.
- 1.2. The parties agree that this Data Processing Agreement does not establish an employment or employee-like legal relationship. Instructions that go beyond the requirements of data protection law concerning the nature and manner of the Contractor's activities are excluded.

2. Scope

- 2.1. When providing the services in accordance with the General Terms and Conditions for the Provision of Services, the Contractor processes personal data that the Client has made available for the provision of the services and with regard to which the Client acts as the controller within the meaning of data protection law ('**Client Data**').
- 2.2. This Data Processing Agreement ('**Agreement**') specifies the data protection obligations and rights of the parties in connection with the processing of Client Data for the provision of services in accordance with the General Terms and Conditions for the Provision of Services.

3. Scope of the Assignment/Authority of the Client

- 3.1. The Contractor shall process the Client Data exclusively on behalf of and in accordance with the instructions of the Client, unless the Contractor is obliged to do so by law. In the latter case, the Contractor shall notify the Client of these legal requirements prior to processing, unless the law in question prohibits such notification due to an important public interest.
- 3.2. The processing of Client Data by the Contractor shall be carried out exclusively in the manner, to the extent and for the purpose specified in **Appendix 1** to this Agreement; the processing shall relate exclusively to the types of personal data and categories of data subjects specified therein.
- 3.3. The Client reserves the right to issue instructions regarding the type, scope, purposes and means of processing Client Data.

4. Security of processing

- 4.1. The Contractor shall oblige all persons who process Client Data to maintain confidentiality regarding the processing of Client Data.
- 4.2. The Contractor shall take all appropriate technical and organisational measures necessary, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing of the Client Data, as well as the risk of varying likelihood and severity for the rights and freedoms of data subjects, to ensure a level of security for the Client Data appropriate to the risk.
- 4.3. Before processing the Client's data, the Contractor shall take the technical and organizational measures specified in **Appendix 2** to this Agreement. The Contractor shall maintain these measures throughout the term of the main contract and ensure that the processing of the Client Data is carried out in accordance with these measures.

5. Use of additional subcontractors

- 5.1. The Client hereby generally authorizes the Contractor to use additional processors. The Contractor shall inform the Client of any changes regarding the involvement or replacement of any processors. The Client may object to any intended change. If the Client objects, the Contractor is prohibited from implementing the intended change.
- 5.2. The Contractor shall impose the same data protection obligations on any additional processors as those specified in this Agreement.

6. Rights of data subjects

- 6.1. The Contractor shall support the Client with technical and organisational measures to fulfil its obligation to respond to requests from data subjects to exercise their right.
- 6.2. In particular, the Contractor shall:
 - inform the Client immediately if a data subject contacts the Contractor directly with a request to exercise his/her rights in relation to Client Data;
 - provide the Client, upon request, with all information available to it concerning the processing of Client Data that the Client needs to respond to a data subject's request and that the Client does not have itself.

7. Other obligations of the Contractor

- 7.1. The Contractor shall notify the Client immediately after becoming aware of any breach of the protection of Client Data, in particular, incidents that lead to the destruction, loss, alteration, unauthorised disclosure of or unauthorised access to Client Data ('**Data Breach**'). The notification shall include a description of the data breach that enables the Client to assess it.
- 7.2. If the Client is required to inform the supervisory authorities and/or affected individuals under Articles 33 and 34 of the GDPR, the Contractor will assist the Client in complying with these obligations upon request.
- 7.3. Within reasonable limits, the Contractor shall support the Client in any Data Protection Impact Assessment to be carried out by the Contractor, as well as in any subsequent consultations with the supervisory authorities, in accordance with Articles 35 and 36 of the GDPR.

8. Data deletion and return

Upon termination of the main contract, the Contractor shall, at the Client's request, either delete all Client Data completely and irrevocably, or return it to the Client, unless the Contractor is legally obliged to continue storing the Client Data.

9. Evidence and checks

- 9.1. The Contractor shall ensure and regularly monitor that the processing of the Client Data complies with this Agreement, including the scope of the processing of the Client Data set out in **Appendix 1** as well as the instructions of the Client.
- 9.2. The Client is entitled to perform checks on the Contractor itself or by an auditor commissioned by it prior to the start of the processing of Client Data and regularly during the term of the main contract with regards to compliance with the provisions of this Agreement, in particular the implementation of technical and organisational measures in accordance with **Appendix 2**, including by means of inspections. The Contractor shall facilitate such inspections and shall contribute to said inspections by taking all appropriate and reasonable measures.

Appendix 1: Description of processing

Appendix 2: Technical and organisational measures

Appendix 1: Description of processing

I. Categories of data subjects whose personal data is processed

The categories of data subjects are determined by the scope, nature and quality of the respective service provided by the Contractor.

II. Categories of personal data that are processed

The categories of personal data are determined by the scope, nature and quality of the respective service provided by the Contractor.

III. Nature of processing

The nature of processing is determined by the scope, nature and quality of the respective service provided by the Contractor.

IV. Purpose(s) of the Processing of Personal Data on behalf of the Controller

The purposes of the processing are determined by the scope, nature and quality of the respective service provided by the Contractor.

Appendix 2: Technical and organisational measures

Subject to further instructions from the Client, the technical and organisational measures specified below shall be deemed to be measures within the meaning of Section 3 of the Agreement upon conclusion of the contract:

1. Access controls

- 1.1. The Contractor's premises where Client Data is processed must be secured against access by unauthorised persons. For this purpose, the entrances to the premises must be secured with security or magnetic card locks. Doors, gates and windows must be securely locked outside of normal business hours.
- 1.2. Access authorizations to the Contractor's premises shall be granted exclusively on a personal basis. Third parties may only enter rooms in use when accompanied by authorized persons.
- 1.3. If servers are used to process Client Data, these must be housed in a separately secured server room or data centre, which is separately secured against unauthorised access. Access to these rooms must be restricted to the extent necessary for maintenance and repair and to the persons specifically required and must be logged immediately upon entry and for a period of one (1) month after entering the premises. The logs must be checked regularly on a random basis.

2. System access control

- 2.1. The Contractor's information processing systems used to process Client Data must be secured by authentication systems. The Contractor must use access authorizations that provide at least user IDs and complex passwords.
- 2.2. The system must require users to change their initial passwords the first time they log on. The use of shared accounts and system accounts is only permitted if it is technically unavoidable.
- 2.3. Passwords must be of a sufficient complexity and quality when choosing one. Sufficient complexity and quality means they must be at least eight characters long and include the following four categories of characters: upper and lower case letters, numbers and special characters.
- 2.4. The screen is automatically locked after ten (10) minutes of inactivity. Original documents, data storage devices and any other data in paper form must also be protected against unauthorised access during processing. It must be ensured that the user protects them against unauthorised access every time they leave the workstation, even for a short period of time (clean desk).

3. Data access control

- 3.1. If Client Data is stored on the Contractor's information processing systems, a suitable rights system must be set up and technically implemented for all access to Client Data. This ensures that access rights are designed so that only employees assigned to perform specific tasks are granted access to Client Data, and only to the extent necessary for performing their duties.
- 3.2. In the Contractor's information processing systems used to process Client Data, monitors or other output devices must be arranged in such a way that unauthorized third parties cannot view Client Data.

4. Separation control

The Contractor must process Client Data in such a way that a complete separation of the Client Data from data of other clients or the Contractor's own data is guaranteed. In particular, it must be ensured that Client Data can be fully identified and completely deletable at any time.

5. Pseudonymisation

The Contractor is obliged to process Client Data on the Contractor's information processing systems primarily in

pseudonymised form, provided that this does not impair the provision of the service. The efforts required to do this must be proportionate to the intended protection goal.

6. Transfer control

The Contractor must ensure that Client Data cannot be copied (in particular stored on external data storage device or online in a cloud storage), transferred and/or deleted without authorization.

7. Input control

If the Contractor processes Client Data, he must ensure that, until the Client Data is deleted, it is possible to determine whether, when, where, and by whom the Client Data has been processed, at the Client's request.

8. Deletion

- 8.1. Upon request and upon termination of the main contract, the Contractor shall delete all erasable electronic data carriers (in particular, hard disks and USB sticks) containing Client Data in a manner that prevents recovery.
- 3.1. Upon request and upon termination of the main contract, the Contractor shall destroy all paper documents and non-erasable data carriers containing Client Data using a commercially available document shredder. Defective magnetic data carriers that cannot be mechanically destroyed as described above shall be deleted using an approved deletion device.

9. Availability control

The Contractor shall take technical and organisational measures to protect Client Data that is processed on the Contractor's information processing systems against loss due to accidental, negligent or intentional deletion or alteration.

10. Resilience

- 10.1. The Contractor must operate protective software/virus scanners and a firewall that are secured against manipulation on the clients used. If the Contractor uses information processing server systems and networks, they must be protected against unauthorized access with state-of-the-art firewalls and firewall rules that provide an appropriate level of protection.
- 10.2. All software used by the Contractor must be kept up to date, and security-related updates, patches, etc., must be installed after they are made available by the software manufacturer and tested by the Contractor using a state-of-the-art procedure.

11. Encryption

If there is a contractual obligation to encrypt Client Data, the Contractor shall use a suitable procedure in accordance with the state of the art. The encryption measures must be reviewed regularly.

12. Order control

- 12.1. The persons employed by the Contractor are obliged to maintain confidentiality and protect personal data.
- 12.2. The persons employed by the Contractor for implementation are regularly trained on the general principles of the processing of personal data and on the data protection regulations.

13. Incident management

- 13.1. The Contractor shall maintain a corresponding procedure for reporting security incidents and shall inform all persons employed to fulfil the order of this procedure.
- 13.2. The Contractor shall inform the Client without delay of any possible or identified security incidents that could affect Client Data.