Data Processing Agreement

Between

_____
_____
_____
_____

–Person in charge–
hereinafter referred to as the "Client"

and

neylux GmbH
Färbergraben 10
80331 Munich
Germany

–Processor–
hereinafter referred to as the "Contractor"

(together, 'the parties')

Preamble

The Contractor shall provide the Client with consulting services in the field of software implementation for travel expense processing. To this end, the parties concluded a contract on _____. The subject matter of the contract is described in more detail in Appendix 1. In this context, it cannot be ruled out that the Contractor will take note of the Client's personal data. In order to comply with the requirements of Art. 28 EU-GDPR, the parties conclude the following agreement. This agreement is effective from the effective date of the EU-GDPR on May 25, 2018. In the event that commissioned data processing already exists between the parties in accordance with § 11 BDSG, the parties agree that this will be replaced by the new agreement with effect from 25 May 2018.

1. Scope

When providing the services in accordance with the main contract, access to personal data in respect of which the Client acts as a controller in the sense of data protection law ("Client Data") cannot be excluded. This contract specifies the data protection obligations and rights of the parties in connection with the processing of the Client's data for the provision of the services under the main contract.

2. Scope of the commissioning/authority of the client

2.1 The Contractor shall process the Client's data exclusively on behalf of and in accordance with the Client's documented instructions, unless the Contractor is legally obliged to do so. In the latter case, the Contractor shall communicate these legal requirements to the Client prior to processing, unless the relevant law prohibits such communication on grounds of an important public interest.

2.2 The processing of Client data by the Contractor shall be carried out exclusively in the manner, scope and for the purpose specified in Appendix 1; the processing concerns only the types of personal data and categories of data subjects specified therein.

2.3 The duration of the processing corresponds to the duration of the main contract.

2.4 The Client reserves the right to issue instructions on the type, scope, purposes and means of the processing of Client data.

3. Requirements for personnel

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

3.2 The Contractor shall ensure that natural persons under its control who have access to Client Data only process it on its instructions, unless they are obliged to process it under the law of the European Union or the Member States.

4. Security of processing

4.1 The Contractor shall take all appropriate technical and organizational measures necessary to ensure a level of protection of the Client's data that is appropriate to the risk, 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 probability and severity of the risk to the rights and freedoms of the data subjects.

4.2 Prior to the commencement of the processing of the Client Data, the Contractor shall in particular take the technical and organizational measures specified in Appendix 2 and maintain them during the main contract, as well as ensure that the processing of Client Data is carried out in accordance with these measures.

5. Use of other processors

5.1 The Client hereby authorises in a general manner the use of further Processors by the Contractor. The other processors currently employed by the Contractor are listed in Appendix 3.

5.2 The Contractor shall inform the Client of any intended change in relation to the involvement or replacement of further Processors. The Client shall be entitled to object to any intended change. If the client objects, the contractor is prohibited from making the intended change. In the event of permitted changes, the Contractor shall update the list of subcontractors in Appendix 3 accordingly and make it available to the Client without being asked.

5.3 The Contractor will contractually impose the same data protection obligations on each additional Processor as set out in this Agreement with respect to the Contractor.

5.4 The Contractor shall check before each assignment as well as regularly during the assignment that the other Processors have taken appropriate technical and organizational measures and that these are carried out in such a way that the processing of the Customer's data is carried out in accordance with this Appendix.

6. Rights of data subjects

6.1 The Contractor shall support the Client within the scope of what is reasonable with technical and organizational measures in order to comply with its obligation to respond to requests for the exercise of the rights of data subjects to which they are entitled.

6.2 In particular, the Contractor shall:

- inform the Client without undue delay if a data subject should contact the Contractor directly with a request to exercise his or her rights in relation to Client Data
- Upon request, provide the Client with all information available to it on the processing of Client data that the Client needs to respond to the request of a data subject and which the Client does not have at its disposal

7. Other support obligations of the contractor

7.1 The Contractor shall notify the Client of any breach of the protection of Client data as soon as it becomes aware of such a breach, in particular incidents leading to the destruction, loss, alteration or unauthorized disclosure of or access to Client data. If possible, the message contains a description:

- the nature of the breach of the protection of the Client's data, as far as possible, specifying the categories and the approximate number of data subjects, the categories concerned, and the approximate number of personal data sets concerned
- the likely consequences of the breach of the protection of the Client's data
- the measures taken or proposed by the Contractor to remedy the breach of the protection of Client data and, if applicable, measures to mitigate their possible adverse effects

7.2 In the event that the Client is obliged to inform the supervisory authorities and/or data subjects pursuant to Art. 33, 34 EU-GDPR, the Contractor shall support the Client at the Client's request in complying with these obligations.

7.3 The Contractor shall support the Client within the scope of what is reasonable in data protection impact assessments and, if necessary, subsequent consultations with the supervisory authorities in accordance with Art. 35, 36 EU-GDPR.

7.4 The Contractor shall inform the Client without delay as soon as instructions of the Client violate the EU-GDPR or other European data protection regulations.

8. Data deletion and return

The Contractor shall, upon the instruction of the Client, either completely and irrevocably delete all Client data upon termination of the main contract or return them to the Client, unless there is a legal obligation on the part of the Contractor to continue to store the Client data.

9. Verifications and verifications

9.1 The Contractor shall ensure and regularly check that the processing of the Client Data is in accordance with this Agreement, including the scope of the processing of the Client Data specified in Appendix 1, as well as the instructions of the Client.

9.2 The Contractor shall document the implementation of the obligations under this Agreement in an appropriate manner and shall submit corresponding evidence to the Client upon the Client's request. In particular, the Contractor will document:

- any confidentiality obligations of persons who process Client Data
- all violations of the protection of Client Data that occur within its sphere of influence, including all related facts, their effects and remedial measures taken
- all contracts for the use of other processors and all audits of other processors within the meaning of Section 5.
- all deletions of client data carried out on the instructions of the client

9.3 The Client shall be entitled to inspect the Contractor before the start of the processing of Client data and regularly during the term of the main contract with regard to compliance with the provisions of this contract, in particular the implementation of the technical and organisational measures in accordance with Appendix 2, itself or by an auditor commissioned by the Client; including through inspections. The Contractor shall facilitate such inspections and shall contribute to such inspections by all reasonable and reasonable measures, including, but not limited to:

- the granting of the necessary access and access rights, and
- providing all necessary information.

10. Extraordinary right of termination

The Client may terminate the main contract in whole or in part without notice if the Contractor fails to comply with its obligations under this agreement, violates the provisions of the EU-GDPR intentionally or through gross negligence, or is unable or unwilling to carry out an instruction from the Client. In the case of simple negligent breaches, the Client shall set the Contractor a reasonable period of time within which the Contractor may remedy the breach.

11. Termination of the main contract

11.1 After the termination of the main contract or at any time at the Client's request, the Contractor shall return to the Client all documents, data and data carriers provided to it or — at the request of the Client, unless there is an obligation to store the personal data under Union law or the law of the Federal Republic of Germany — delete them. This also applies to any data backups at the contractor's premises. The Contractor shall provide documented evidence of the proper deletion of any remaining data. Documents to be disposed of must be destroyed with a document shredder in accordance with DIN 32757-1. Data carriers to be disposed of must be destroyed in accordance with DIN 66399.

11.2 The Client shall have the right to control the complete and contractual return or deletion of the data by the Contractor in an appropriate manner.

11.3 The Contractor is obliged to treat confidentially the data that has become known to him in connection with the main contract even after the end of the main contract. This Agreement shall remain valid beyond the end of the Main Agreement as long as the Contractor has personal data that has been forwarded to it by the Client or that it has collected on behalf of the Client.

12. Final provisions

The parties agree that the objection of the contractor's right of retention within the meaning of Section 273 of the German Civil Code (BGB) with regard to the data to be processed and the associated data carriers is excluded.

Changes and additions to this agreement must be made in writing. This also applies to the waiver of this formal requirement. The priority of individual contractual agreements remains unaffected by this.

Should individual provisions of this agreement be or become invalid or unenforceable in whole or in part, this shall not affect the validity of the remaining provisions.

This Agreement shall be governed by the laws of Germany, without regard to conflict of law principles. The exclusive place of jurisdiction is Munich.

_____	_____
Location, Date	Location, Date
_____	_____
Signature neylux GmbH	Signature Client
_____	_____
Name (please in block letters)	Name (please in block letters)
_____	_____
Function	Function

Appendices

Appendix 1 — Specification of processing

Appendix 2 — Technical and organizational measures

Appendix 3 — List of subcontractors

Appendix 1

Specification of processing

A. General information

Data protection supervisor	Stefan Bachmann, INES AG Stefan.bachmann@ines-it.de +49 8634 988423

B. Information on the processing of data

Categories of affected persons	Employees of the client
Categories	• First name, last name • E-mail (professional) • Employee ID • Travel data (start date, end date, times, destination addresses, reason for travel)

Processing	• Data flow:
	  ○ Periodic data transfer from the customer's SAP Concur instance
	  ○ Into the neylux Cloud Platform for data processing
	  ○ If necessary, transfer to other data-processing systems (e.g. ERP system of the customer, supplier systems, etc.)
	• Data transmission by means of
	  ○ SAP Concur Client WebServices
	  ○ Specific transmission paths of the customer or supplier (WebServices, SFTP, etc.)
	• Information storage
	  ○ In the neylux Cloud Platform for the purpose of versioning / change detection
	  ○ Over a period of time defined by the customer

Location of processing operations	• Location of neylux servers at Microsoft Azure (Frankfurt am Main) • Office locations of neylux GmbH in Germany (Munich, Frankfurt am Main) • When working from home, all places of residence of neylux employees in Germany
Thumbtack	Data processing for extended processes in the concur context of the client
Duration	Period of data transfers and data processing in neylux Cloud Platform
Retention periods	Retention period defines client
Transfers outside the EEA	Not applicable

Appendix 2

Technical and organisational measures

1. Access control	All entrances are equipped with the manual locking system; Key regulation; Care in the selection of cleaning services; Guests and visitors are not left unattended in the office, but are always accompanied by contractor personnel
2. Access control	All employees access the contractor's IT systems with a unique identifier (user ID & password). User permissions are managed by the minimum number of admin users. When an employee leaves the company, their access rights are revoked. The "Secure Password" policy & Password Management Tool is applied when assigning passwords, as well as the "Clean desk" policy when leaving the workplace. The contractor works with the provider LastPass to manage customer passwords. Access is granted by the Consulting Manager/Managing Director. Every computer has a password-protected screensaver. The corporate network is protected from the public network by firewalls. Corresponding security updates are carried out regularly.
3. Access Control	The client / software provider is responsible for access control to the client data. The contractor's employees will only access the services provided by SAP and SAP Concur via HTTPS. There is no local storage - except in the context of data processing in the neylux Cloud Platform. Compliance with and monitoring of the authorization concept is carried out via neylux and SAP Concur.
4. Transfer control/transmission control	The contractor does not process or pass on any personal client data. In the event of an error, communication is exclusively via SAP Concur Ticket System (HTTPS). The reference is usually the Doc ID (20-digit alphanumeric key that clearly specifies the billing case).
5. Input control/ plausibility control/ transaction control	Input control/plausibility check/transaction control are the responsibility of the client/software provider (SAP Concur), as no applicable processing activities can be carried out by the contractor.
6. Order control/ contract conformity control	Order control lies with the client/software provider. All employees of the Contractor are subject to the obligation to comply with the data protection regulations and are trained on this at regular intervals.
7. Availability control	Personal data is protected against accidental or unauthorized destruction or loss. neylux has regular backup processes in place to restore the availability of business-critical systems when needed. Emergency processes and systems are regularly tested.
8. Data segregation control/ client separation control	Personal data collected for different purposes may be processed separately. neylux uses appropriate technical controls to achieve the separation of client data at all times.
9. Data deletion control	The Client defines a period of time for the deletion of the data from the Contractor's server/DBs. The Contractor guarantees the deletion of the data at that time.

Appendix 3

List of subcontractors

- Microsoft Azure
- The use of additional subcontractors is not intended