Version: 02.03.2021

Agreement

of

Order processing according to Art 28 GDPR

Contractor: Orderlion GmbH, Margaretenstraße 70/2/9, 1050 Vienna, Austria

Client: hereinafter a company that has concluded a contract with Orderlion for the use of the platform.

1. PURPOSE OF THE PROCESSING

(1) The purpose of this assignment is to carry out the following tasks:
   a. Management of customer master data for processing and documentation of orders as well as feedback and technical support.
   b. Management of order data (articles, quantities, prices, order and delivery times, order comments) for the processing and documentation of orders as well as feedback and technical support.

(2) The following categories of data are processed:
   a. Contact details *(name, address, city, postcode, e-mail address, phone number, fax number, website, login data)*
   b. Order data *(ArtNo, ArtName, Quantity, Unit, Price, Group, Order time, Delivery time, Minimum order value, Actions, connection of buyer-supplier)*

(3) The following categories of data will be subject to the processing:
   a. Buyers
   b. Suppliers
   c. Contacts

2. DURATION OF THE PROCESSING

The agreement is concluded for an indefinite period and may be terminated by either party with three months' notice to the last day of the month. The possibility of extraordinary termination for good cause remains unaffected.

3. OBLIGATIONS OF THE CONTRACTOR

(1) The Contractor undertakes to process data and processing results exclusively within the scope of this agreement. If the Contractor receives an official order to release the Client's data, the Contractor shall - insofar as legally permissible - immediately inform the Client thereof and refer the authority to the Client.

(2) The Contractor declares in a legally binding manner that it has obliged all persons entrusted with the data processing to maintain confidentiality prior to commencement of the activity or that they are subject to an appropriate statutory confidentiality obligation. In particular, the confidentiality obligation of the persons entrusted with the data processing shall remain in force even after termination of their activity and leaving the contractor.

(3) The Client declares in a legally binding manner that it has obliged all persons entrusted with the data processing to maintain confidentiality before commencing the activity and before transmitting the data to the Contractor or that they are subject to an appropriate legal obligation of confidentiality.

(4) The Contractor declares in a legally binding manner that it has taken all necessary measures to ensure the security of the processing in accordance with Art 32 of the GDPR (details can be found in Annex ./1).

(5) The contractor shall take the technical and organisational measures to ensure that the client can fulfil the rights of the data subject under Chapter III of the GDPR (information, access, correction and deletion, data portability, objection, as well as automated decision-making in individual cases) at any time within the statutory time limits and shall provide the client with all information necessary for this purpose. If a corresponding request is addressed to the contractor and the contractor indicates that the applicant mistakenly believes him to be the client of the data application operated by him, the contractor shall forward the request to the client without delay and inform the applicant accordingly.

(6) The Contractor shall support the Client in complying with the obligations set out in Articles 32 to 36 of the GDPR (data security measures, notifications of personal data breaches to the supervisory authority, notification of the person affected by a personal data breach, data protection impact assessment, prior consultation).

(7) The Contractor is advised that it must set up a processing directory for the present commissioned processing in accordance with Art. 30 GDPR.

(8) With regard to the processing of the data provided by the Client, the Client shall be granted the right to inspect and control the data processing facilities at any time, including through third parties commissioned by the Client. The contractor undertakes to provide the client with the information necessary to monitor compliance with the obligations set out in this agreement.

(9) After termination of this agreement, the contractor is obliged to destroy all processing results and documents containing data on its behalf. If the Contractor processes the data in a special technical format, it shall be obliged to hand over the data after termination of this Agreement either in this format or in another common format.

(10) The Contractor shall inform the Client without undue delay if it believes that an instruction given by the Client violates Union or Member State data protection provisions.

4. PLACE WHERE THE DATA PROCESSING IS CARRIED OUT

All data processing activities are carried out exclusively within the EU or EEA.

5. SUB-PROCESSOR

The Contractor is not entitled to use a sub-processor.

ORDERLION

ANNEX:
TECHNICAL-ORGANISATIONAL MEASURES

CONFIDENTIALITY

- **Access control:** Protection against unauthorised system use, two-factor authentication, encryption of data carriers;
- **Access control**: No unauthorised reading, copying, changing or removing within the system, authorisation profiles on a "need to know basis", logging of accesses, periodic checking of the assigned authorisations, especially of administrative user accounts;
- **Pseudonymisation**: If possible for the respective data processing, the primary identifiers of the personal data in the respective data application are removed and kept separately.
- **Classification scheme for data:** Due to legal obligations or self-assessment (secret/confidential/internal/public).

INTEGRITY

- **Transmission control**: No unauthorised reading, copying, modification or removal during electronic transmission or transport due to encryption with password protection;
- **Input control**: Determining whether and by whom personal data have been entered into data processing systems, changed or removed by logging;

AVAILABILITY AND RESILIENCE

- **Availability control**: Protection against accidental or deliberate destruction or loss, through backup strategy (online; off-site), firewall; security checks at infrastructure and application level;
- Rapid **recoverability**;
- **Deletion periods**: Both for data itself and for metadata such as log files, etc.

procedure for periodic review, assessment and evaluation

- Data protection management, including regular staff training;
- Incident response management;
- Privacy-friendly default settings;
- **Contract control:** No commissioned data processing within the meaning of Art 28 GDPR without corresponding instructions from the client, e.g.: clear contract design, formalised contract management, obligation to convince in advance, follow-up checks.

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