DATA PROCESSING AGREEMENT PURSUANT TO ARTICLE 28 GDPR

The Processor:

FLAVE GMBH

Olympiaplatz 2/4/Top1

A-1020 Vienna, Austria

(hereinafter referred to as FLAVE GmbH, the Contractor or the Processor)

INTRODUCTORY PROVISIONS

FLAVE GmbH has concluded an agreement with the Client, acting as the data controller, regarding the use of its software solutions (the "Main Agreement" / accepted quotation). The current General Terms and Conditions of FLAVE GmbH apply to the services. The Client uses the software solution to organise and conduct one or more events and provides FLAVE GmbH with the data relevant to the provision of the services.

Under Article 28 GDPR, the Client, as the controller under data protection law, is required to enter into a data processing agreement (hereinafter "DPA") with FLAVE GmbH as the Processor. This DPA specifies the subject matter, nature and purpose of processing, the types of personal data, the categories of data subjects and the rights and obligations of the contracting parties. If no individual DPA is concluded between the Client and FLAVE GmbH in a particular case, the provisions of the following standard DPA of FLAVE GmbH are expressly deemed agreed.

1. SUBJECT MATTER AND DURATION OF THE AGREEMENT

(1) The subject matter of this Agreement is the performance of the following tasks: FLAVE GmbH assists the Client in conducting events for guests, customers and employees. For this purpose, FLAVE GmbH processes data supplied by the Client and/or entered by guests, customers or employees in accordance with the services agreed in the relevant agreement / accepted quotation, in particular:

- **Sending messages** (by post, email and/or SMS) – examples: invitations, registration / cancellation confirmations, important information about the event.
- **Web forms** – examples: registration pages, sign-up pages (e.g. for workshops), contact forms, ticket shops, personalised user cockpits and administrative processing.
- **Access and attendance control & check-in** – example: on-site check-in (including, where applicable, printing a personalised name badge), access control for particular areas and attendance tracking for workshops.
- **Other, optional guest incentives**

  Examples: competitions, prize draws, surveys, voting, requests for information material and newsletter subscriptions.

(2) Data is processed exclusively for the purpose of providing the services agreed between FLAVE GmbH and the Client.

(3) Processing concerns the personal data of guests invited and participants registered by the Client for the planned event. Depending on the event, the data may include: first name, last name, form of address, gender, academic title, date of birth, address (street, house number, postal code, city, country), telephone number, fax number, email address, other contact details, any ticket/admission price, guest and participant preferences or requests, event location and time, seat, company affiliation (company, department, contact details), group assignments, guest notes, event photos and videos, comments and evaluations concerning the event, and any other information that the customer may freely choose in connection with the event. The data subjects are guests and participants invited by the organiser or registered for an event offered by the organiser.

(4) The scope, nature and purpose of the processing of personal data by the Client are described in the relevant concluded agreement / accepted quotation. Any additions to the personal data required shall be communicated by the Client in writing. FLAVE GmbH does not collect or process any other participant data beyond this.

(5) The Client is solely responsible for the lawfulness of the data, obtaining any consents required by law and the use of the functions made available by FLAVE GmbH.

(6) Duration of processing: Data is processed for the duration of the relevant Main Agreement / accepted quotation between FLAVE GmbH and the Client.

2. PURPOSE OF THE PROCESSING OF PERSONAL DATA

(1) As between FLAVE GmbH and the Client, the Client alone determines the purposes and means of processing personal data. FLAVE GmbH processes such data exclusively on behalf of and in the interests of the Client.

(2) The Client is responsible for the lawfulness of processing under the data protection laws applicable to the Client, including the transfer of data to FLAVE GmbH for the

purposes of the services agreed in the agreement / accepted quotation.

(3) FLAVE GmbH is obliged to process personal data solely for the purposes of the Client agreed in the agreement / accepted quotation and for no other purpose. FLAVE GmbH undertakes not to use personal data for its own purposes or those of third parties. All personal data transferred by the Client, in whatever form, shall be treated as confidential information within the meaning of the General Terms and Conditions of FLAVE GmbH and shall be kept confidential by FLAVE GmbH.

(4) FLAVE GmbH shall process personal data solely using the agreed means and facilities and in accordance with the provisions of the Main Agreement and its associated components.

3. RIGHT OF THE CLIENT TO ISSUE INSTRUCTIONS

(1) FLAVE GmbH shall process personal data only in accordance with the documented instructions of the Client and applicable data protection laws.

(2) The Client is entitled to issue instructions regarding the processing of personal data at any time. The Client may amend, supplement or replace instructions, whether generally or in individual cases.

(3) Instructions must generally be issued in writing or electronically (by email). In cases of imminent danger or urgency, the Client may also issue instructions verbally (in person or by telephone), but must subsequently confirm the relevant instruction in writing or electronically as soon as possible.

(4) Instructions concerning the processing of personal data may be issued only by those employees of the Client designated for this purpose under the Agreement.

(5) If FLAVE GmbH considers that compliance with an instruction from the Client would infringe data protection laws, FLAVE GmbH shall inform the Client without delay and request a decision. FLAVE GmbH may suspend implementation of an instruction until the Client confirms or amends it.

4. QUALITY ASSURANCE AND OBLIGATIONS OF THE PROCESSOR

(1) The Processor undertakes to process data and the results of processing solely within the scope of the Client's written instructions. If the Processor receives an official order to disclose the Client's data, it shall, to the extent legally permissible, inform the Client without delay and refer the authority to the Client. Similarly, processing data for the Processor's own purposes requires a written instruction. If and insofar as the Client is obliged to provide authorities with information about processing carried out by the Processor, the Processor shall assist the Client in responding insofar as reasonably possible and shall promptly provide all necessary information about such processing. The Client shall bear the associated costs, including FLAVE GmbH's time and other expenses incurred in assisting the Client.

(2) In carrying out data processing, the Processor shall use only employees who have been bound to confidentiality before commencing their activities or who are subject to an appropriate statutory duty of secrecy. In particular, the confidentiality obligation of persons entrusted with data processing shall remain in force after termination of their duties and departure from the Processor.

(3) The Processor makes a legally binding declaration that it has implemented all measures necessary to ensure the security of processing pursuant to Article 32 GDPR. Details are set out in Annex 1, Technical and Organisational Measures (hereinafter "TOMs"). The TOMs form an integral part of the standard DPA of FLAVE GmbH. If the Client requires adjustments to the standard TOMs of FLAVE GmbH, these must be communicated to the Processor and implemented by mutual agreement. The TOMs are subject to technical progress and further development. Accordingly, the Processor may implement alternative, appropriate measures, provided that the level of security established by the applicable TOMs is not reduced. The Processor shall document material changes. The Processor is entitled and obliged to adapt the TOMs to the current state of the art.

(4) Taking into account the nature of the processing and the information available to it, the Processor shall assist the Client, insofar as reasonably possible, in complying with the obligations set out in Articles 32 to 36 GDPR (data security measures, notification of personal data breaches to the supervisory authority, communication of personal data breaches to affected data subjects, data protection impact assessments and prior consultation). This includes, in particular, providing all necessary information about the Processor and any sub-processors, their businesses, facilities, technical and organisational measures and other circumstances of the processing of the Client's personal data. The Client shall bear the costs, including the time and other expenses incurred by FLAVE GmbH in assisting the Client.

(5) The Processor shall maintain a record of processing activities for the processing covered by this Agreement in accordance with Article 30 GDPR.

(6) With regard to the processing of data entrusted to it, the Client is granted the right to inspect and audit the data processing facilities at any time, including through third parties commissioned by the Client. The Processor undertakes to provide the Client with the information necessary to verify compliance with the obligations set out in this Agreement.

(7) **Notification of breaches by the Processor:** The Processor shall report to the Client any breaches of data protection provisions or contractual arrangements intended to protect the Client's personal data. The Processor is aware that, pursuant to Articles 33 and 34 GDPR, the Client is obliged to document personal data breaches and notify the supervisory authorities without undue delay, where possible within 72 hours, or, where there is a high risk, notify the affected data subject. If such breaches occur, the Processor shall assist the Client in meeting its notification obligations pursuant to Article 28(3)(f) GDPR. The Processor shall report breaches to the Client without undue delay, irrespective of

their cause, and shall provide at least the following information:

- a description of the nature of the breach, the categories and approximate number of data subjects and personal data records affected;
- the name and contact details of a contact person for further information;
- a description of the likely consequences of the breach;
- a description of the measures taken to remedy or mitigate the breach.

In consultation with the Client, the Processor shall take appropriate measures to secure the data and mitigate any adverse consequences for data subjects. Where the Client is subject to obligations under Articles 33 and 34 GDPR, the Processor shall assist the Client in fulfilling them.

(8) The Processor shall inform the Client without undue delay if it considers that an instruction from the Client infringes data protection provisions of the European Union or its Member States.

5. RECTIFICATION, RESTRICTION AND ERASURE OF DATA

(1) The Processor shall implement technical and organisational measures enabling the Client to exercise the rights of data subjects under Chapter III GDPR (information, access, rectification and erasure, data portability, objection and automated individual decision-making) at any time within the statutory time limits, and shall provide the Client with all information required for this purpose. If a corresponding request is addressed to FLAVE GmbH, it shall, as Processor, promptly forward the request to the Client and inform the applicant accordingly. The Processor is not entitled to respond to such requests or enquiries from data subjects, either on its own behalf or in the name of the Client, without the Client's prior consent unless required to do so by mandatory law applicable to the Processor. If and insofar as the Client is obliged to provide data subjects with information about processing by the Processor, the Processor shall assist the Client in responding insofar as reasonably possible and promptly provide all necessary information about processing by the Processor. The Client shall bear the associated costs, including FLAVE GmbH's time and other expenses incurred in assisting the Client.

(2) As controller within the meaning of the GDPR, the Client undertakes to respect all data subject rights, including the right of access, the right to rectification, the right to erasure (the "right to be forgotten"), the right to restriction of processing, the right to data portability and the right to object, and to act immediately upon receipt of corresponding requests forwarded by the Processor.

6. AUDIT RIGHTS AND OBLIGATIONS OF THE CLIENT

(1) The Client is liable for ensuring that the data provided to the Processor for processing have been lawfully collected and that the Processor is authorised to process the data under this DPA and the service agreement in accordance with the GDPR. If claims are brought by third parties in this regard (e.g. by data subjects), the Client shall indemnify and hold FLAVE GmbH harmless against such claims.

(2) The Client alone is responsible for assessing the lawfulness of the commissioned processing and for safeguarding the rights of data subjects.

(3) The Client has the right, by mutual agreement with the Processor, to conduct audits itself or to have them conducted by auditors appointed for individual cases. An external auditor may not be a competitor of the Processor or a sub-processor used by the Processor. Any on-site audit must be announced at least five working days in advance and conducted during the Processor's working hours without materially disrupting its business operations. The Processor shall ensure that the Client can satisfy itself, to the extent necessary and possible, that the Processor is complying with its obligations under Article 28 GDPR. Upon request, the Processor undertakes to provide the Client with the necessary information and, in particular, evidence of implementation of the TOMs (see Annex 1). The Client shall bear the costs of an inspection/audit, including the time and administrative expenses incurred by FLAVE GmbH.

7. LOCATION OF DATA PROCESSING

All data processing activities under this Agreement are carried out, in principle, within the EU or the EEA. Where processing activities are carried out, at least in part, outside the EU or the EEA, e.g. for technical reasons, such processing may take place only if the specific requirements of Articles 44 et seq. GDPR are met. An adequate level of data protection is established by: an adequacy decision of the European Commission pursuant to Article 45 GDPR;

- or binding corporate rules pursuant to Article 47 in conjunction with Article 46(2)(b) GDPR, or standard data protection clauses pursuant to Article 46(2)(c) and (d) GDPR;
- or approved codes of conduct pursuant to Article 46(2)(e) in conjunction with Article 40 GDPR;
- or an approved certification mechanism pursuant to Article 46(2)(f) in conjunction with Article 42 GDPR;
- or contractual clauses authorised by the data protection authority pursuant to Article 46(3)(a) GDPR;
- or other measures pursuant to Article 46(2)(a) and Article 46(3)(a) and (b) GDPR.

Details of these measures shall be provided to the Client upon request.

8. SUB-PROCESSORS

(1) In performing the agreed services, the Processor may engage sub-processors, which it shall select with due care. The Client consents to the engagement of the Processor's subcontractors (hereinafter "sub-processors") listed in the list of sub-processors.
When engaging a sub-processor not included in that list, the Processor shall inform the Client electronically in advance.

The Client may object within 14 days; otherwise, the engagement is deemed approved.

(2) Where the Processor engages a sub-processor to process personal data on behalf of the Client, the same data processing obligations and TOMs as those agreed between the Client and the Processor shall apply to the sub-processor. In particular, the Processor shall ensure compliance with Articles 45 et seq. GDPR when engaging a sub-processor.

(3) If the Client objects to the sub-processor selected by the Processor within 14 days of notification, the Processor may resolve the objection by taking the following measures:
   a. The Processor shall not engage the sub-processor to process the Client's personal data.
   b. Measures shall be taken to remove the material reason for the Client's objection.
   c. The service agreed to be provided through the sub-processor shall not be performed and any remuneration already paid in advance for that service shall be refunded.

If the Client does not accept any of these options and the objection has not been resolved to the mutual satisfaction of the parties within 14 days of its receipt, either party may terminate the Agreement extraordinarily by giving reasonable notice. The sub-processor to whom the objection relates shall not process the Client's personal data. Services obtained by the Processor from third parties as ancillary services in support of contract performance, such as telecommunications services, server and streaming services, maintenance and user support, cleaning services, catering or auditing, are not considered sub-processing arrangements within the meaning of this provision.

9. ERASURE OF DATA UPON COMPLETION OF THE ENGAGEMENT

(1) Upon termination of this Agreement, the Processor is obliged, at the Client's discretion, either to hand over in full all processing results and documents containing data or to destroy them on the Client's instructions. If the Processor processes the data in a specific technical format, it is obliged, upon termination of this Agreement, to provide the data either in that format or, at the Client's request, in the format in which it received the data from the Client or another commonly used format.

10. GENERAL PROVISIONS

(1) Neither party may assign, transfer or otherwise dispose of rights and obligations under this Agreement without the prior written consent of the other party.

(2) This standard DPA of FLAVE GmbH, together with the General Terms and Conditions of FLAVE GmbH, the Main Agreement or the accepted quotation, including the schedule of services, constitutes the entire agreement concerning the processing of personal data on behalf of the Client.

(3) Amendments and additions to this DPA must be made in writing.

(4) Should any provision of this DPA be or become invalid, the validity of the remaining provisions shall remain unaffected. The statutory provisions shall apply in place of the invalid provision.

(5) Unless otherwise stipulated in the Main Agreement, the place of jurisdiction for all disputes arising in connection with this DPA shall be the place of jurisdiction of the Processor.

ANNEX 1 – TECHNICAL AND ORGANISATIONAL MEASURES

CONFIDENTIALITY

- **Physical access control:** Protection against unauthorised physical access to data processing facilities; secure hosting within the EU (Frankfurt); data centre operator and location certified to ISO 27001 and ISO 9001.
- **System access control:** Passwords (including an appropriate password policy); automatic locking mechanisms; no physical access to hardware.
- **Data access control:** Standard access permission profiles on a need-to-know basis; standard process for granting permissions; logging of access; periodic review of permissions granted.
- **Separation control:** Dedicated virtual server per customer/project; dedicated user accounts and passwords; comprehensive permission system; separate databases.
- **Pseudonymisation:** Guest/customer records are identified by UUIDs; IP addresses are stored separately and in encrypted form temporarily (until the end of the project) to analyse security incidents.

INTEGRITY

- **Transfer control:** All inbound and outbound connections are encrypted; access is logged; more sensitive data are also stored in encrypted form.
- **Input control:** Logging; version control; hourly backups.

AVAILABILITY AND RESILIENCE

- **Availability control:** Hourly off-site backups; uninterruptible power supply (UPS); data centre operator and location certified to ISO 27001 and ISO 9001; hardware RAID; intrusion prevention system (IPS); permission system to prevent the execution of unauthorised applications; antivirus software on servers and clients (Processor employees).
- **Rapid recovery** through hourly backups and version control.
- **Short erasure periods:** For both the data themselves and metadata such as log files, etc., no later than the end of the Agreement.

PROCEDURES FOR REGULAR TESTING, ASSESSMENT AND EVALUATION

- **Principles:** Data protection is the responsibility of the entire company; privacy-friendly technologies are used; IT security must reflect the current state of the art.
- **Data protection management:** Processing activities performed are documented consistently and verifiably; customer instructions and activities carried out for customers in the context of commissioned processing are documented separately for each customer.
- **Incident response management:** Internal data protection guidelines and processes are in place and are expanded or supplemented as needed or when circumstances change.
- **Data protection by default:** Appropriate technical and organisational measures are taken for the relevant processing purpose and assured to each Client under the data processing agreement. Examples: Newly created objects in the permissions and access management system have no rights and initially cannot view any data content. Evaluation results and lists can be viewed only by authorised persons.
- **Instruction control:** No processing on behalf of a controller within the meaning of Article 28 GDPR without corresponding instructions from the Client; employees of the Processor are bound by data secrecy; appointment of a data protection officer; appointment of a data protection coordinator.

ANNEX 2: SUB-PROCESSORS OF FLAVE GMBH

Depending on the project, FLAVE GmbH may engage the following sub-processors to provide its services:

Name:	**Amazon Web Services EMEA SARL**
Address:	38 avenue John F. Kennedy, L-1855 Luxembourg
Service(s):	Backups, Cloud-Storage, Content Distribution
Location of data processing:	Luxembourg
Further information:	https://aws.amazon.com/de/privacy/?nc1=f_pr https://aws.amazon.com/de/blogs/security/new-standard-contractual-clauses-now-part-of-the-aws-gdpr-data-processing-addendum-for-customers/

Name:	**Sendgrid/Twilio Ireland Limited**
Address:	70 Sir John Rogerson's Quay, Dublin 2, D02 R296, Ireland
Service(s):	Email delivery / spam tracking
Location of data processing:	Ireland
Further information:	https://www.twilio.com/legal/privacy https://www.twilio.com/legal/privacy#sendgrid-services https://www.twilio.com/legal/data-protection-addendum

Name:	**Digital Ocean**
Address:	105 Edgeview Drive, Suite 425 Broomfield, CO, 80021
Service(s):	Cloud computing, networking, backups
Location of data processing:	Germany, Frankfurt
Further information:	https://www.digitalocean.com/legal/privacy-policy/ https://www.digitalocean.com/legal/data-processing-agreement

Name:	**Ably Realtime Ltd**
Address:	9th Floor, 107 Cheapside, London EC2V 6DN, United Kingdom
Service(s):	Push Notifications
Location of data processing:	United Kingdom
Further information:	https://ably.com/privacy

Sub-processor for payment processing:

Name:	**Stripe Payments Europe Ltd**
Address:	One Wilton Park, Wilton Place, Dublin 2, D02 FX04, Ireland
Service(s):	Payment processing by credit card and instant bank transfer
Location of data processing:	In the countries in which Stripe operates. Stripe reserves the right to determine the processing location in compliance with applicable data protection laws.
Further information:	https://stripe.com/at/privacy-center/legal#data-transfers https://stripe.com/de/privacy

Conditions for engaging sub-processors not listed above:

FLAVE GmbH informs its Clients electronically of any intended change concerning the engagement of sub-processors not included in this list at least 14 days before the change. The Client may object to such changes in writing within 14 days of receiving the information. If no written objection is received, engagement of the sub-processor is deemed approved.

If FLAVE GmbH engages a sub-processor other than those listed to perform specific processing activities on behalf of the Client, the same data protection obligations shall be imposed on that sub-processor.

If a Client objects within 14 days of notification, FLAVE GmbH may resolve the objection by taking one of the following measures: (a) the Processor shall not engage the sub-processor to process the Client's personal data; (b) measures shall be taken to remove the material reason for the Client's objection; or (c) the service provided through the sub-processor shall not be performed and any remuneration already paid in advance for that service shall be refunded. If the Client does not accept any of these options and the objection has not been remedied within 14 days of receipt of the objection, either party may terminate the Agreement extraordinarily by giving reasonable notice.