

**DATA PROCESSING AGREEMENT  
ACCORDING TO ART 28 GDPR  
(GENERAL DATA PROTECTION REGULATION)**

**The processor:**

**FLAVE GMBH**

Olympiaplatz 2/4/Top1

A-1020 Vienna

(hereinafter referred to as FLAVE GmbH or Contractor/processor)

## INTRODUCTORY PROVISIONS

FLAVE GmbH has concluded a contract with the Client=data controller on the use of the software solutions (=main contract/confirmed offer). The current GTC of FLAVE GmbH apply to the service. The Client uses the software solution for the organisation and implementation of one or more events and provides FLAVE GmbH with the data relevant for the service.

Pursuant to Art. 28 of the General Data Protection Regulation, the Client as the data protection controller is obliged to conclude a so-called data processing agreement (hereinafter DPA) with FLAVE GmbH as the Contractor. This contract defines the object of the processing, the type and purpose of the processing, the type of personal data, the categories of data subjects and the obligations and rights of the contracting parties. If no individual DPA is concluded between the Client and FLAVE GmbH in an individual case, the provisions of the following standard DPA of FLAVE GmbH shall be expressly deemed agreed.

## 1. SUBJECT MATTER AND DURATION OF THE CONTRACT

- (1) The subject of this contract is the performance of the following tasks: FLAVE GmbH shall support the Client in the implementation of events for guests/customers/employees. For this purpose, FLAVE GmbH processes the data provided by the Client and/or entered by the guests/customers/employees in accordance with the services agreed in the respective contract/confirmed offer, such as, in particular:
  - Send **messages** (by post, e-mail and/or SMS); - *Examples: Invitation, registration / deregistration confirmation, important information on event*
  - **Web forms** - *examples : registration pages, login pages (e.g. workshops), contact forms, ticket shops, personalised user cockpits, administrative processing.*
  - **Access and attendance control & check-in** - *example: check-in on site (incl. printing of a personalised name badge if necessary), access control to specific areas, attendance recording for workshops.*

- **Other, voluntary participation in guest**

**Incentives** - *examples: Competitions, prize draws, surveys, voting, request for information material, registration for newsletters.*

- (2) The data processing shall be carried out solely for the provision of the services agreed between FLAVE GmbH and the Client.
- (3) The data processing concerns the personal data of the guests/registered participants invited by the Client for the event planned by the Client. Depending on the type of event, the data includes: first name, surname, title, gender, academic degree, birthday, address (street, house number, post-code, town, country), telephone number, fax, e-mail address, other contact details, any ticket/admission price, preferences/desires of the guests and participants, place and time of the event, seat, company affiliation (company, department, contact details), allocation to groups, guest notes, photos and videos of the event, comments and assessments of the event and other possible information freely selectable by the customer in connection with the event. This affects guests and participants who have been invited by the organiser or who have registered for the event offered by the organiser.
- (4) The scope, type and purpose of the processing of personal data by the Client are described in the respective concluded contract/the respective confirmed offer. Any additions to the required personal data shall be made by the employer in writing. FLAVE GmbH does not collect or process any further data of the participants.
- (5) The Client is solely responsible for the legality of the data, the obtaining of legally required consents and the use of the functions provided by FLAVE GmbH.
- (6) Duration of the commissioned processing: The data processing shall be carried out for the duration of the respective main contract/confirmed offer between FLAVE GmbH and the Client.

## 2. PURPOSE OF THE PROCESSING OF PERSONAL DATA

- (1) In the relationship between FLAVE GmbH and the Client, the Client alone determines the purpose and the methods of processing the personal data. FLAVE GmbH processes these solely on behalf of and in the interest of the Client.

- (2) The Client is responsible for the lawfulness of the processing in accordance with the data protection laws applicable to the Client, including the transfer of the data to FLAVE GmbH for the purposes of the services agreed in the contract/confirmed offer.
- (3) FLAVE GmbH is obliged to process the personal data only for the purposes of the Client agreed in the contract/confirmed offer and for no other purpose. FLAVE GmbH undertakes not to use the personal data for its own purposes or for the purposes of third parties. All personal data transmitted by the Client in whatever form shall be considered confidential information within the meaning of the GTC of FLAVE GmbH and shall be treated confidentially by the latter.
- (4) FLAVE GmbH will process the personal data only with the agreed means and facilities and this in accordance with the provisions of the main contract and the associated components.

### 3. AUTHORITY OF THE CLIENT TO ISSUE INSTRUCTIONS

- (1) FLAVE GmbH will only process the personal data in accordance with the documented instructions of the Client and in accordance with the applicable data protection laws.
- (2) The Client shall be entitled to issue instructions regarding the processing of personal data at any time. The Client may amend, supplement or replace, both generally and in individual cases.
- (3) All instructions shall in principle be given in written or electronic form (e-mail). In case of imminent danger or urgency, the Client may also give the instruction orally (in person or by telephone), but he is obliged to confirm the corresponding instruction subsequently in writing or electronically as soon as possible.
- (4) All instructions relating to the processing of personal data shall only be given by the contractually designated employees of the Client.
- (5) If FLAVE GmbH is of the opinion that compliance with an instruction of the Client would violate data protection laws, FLAVE GmbH shall immediately inform the Client and request a decision on this. FLAVE GmbH may suspend the implementation of an instruction until the Client confirms or changes the instruction.

### 4. QUALITY ASSURANCE AND OBLIGATIONS OF THE CONTRACTOR

- (1) The Contractor undertakes to process data and processing results solely within the scope of the Client's written orders. If the Contractor receives an official order to release data of the Client, the Contractor shall - if legally permissible - inform the Client thereof without delay and refer the authority to. Similarly, processing of the data for the Contractor's own purposes requires a written order. If and insofar as the Client is obliged to provide authorities with information on the processing by the Contractor, the Contractor shall be obliged to support the Client in responding within the scope of what is reasonable and to provide all necessary information on the processing by the Contractor without delay. The costs for this shall be covered by the Client, including the costs for the

time and other expenses incurred by FLAVE GmbH to support the Client.

- (2) When carrying out data processing, the contractor may only engage employees whom he has committed to secrecy before taking up the activity or who are subject to a corresponding statutory duty of secrecy. In particular, the obligation of confidentiality of the persons entrusted with the data processing shall remain in force even after termination of the contract. The obligation of confidentiality shall remain in force in case of termination of the employment relationship.
- (3) 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 on Technical Organisational Measures (hereinafter TOM). The TOM are an integral part of these standard DPA of FLAVE GmbH. Insofar as there is a need on the part of the Client to adapt the present standard TOM of FLAVE GmbH, this shall be communicated to the Contractor and implemented by mutual agreement. The TOM are subject to technical progress and further development. In this respect, the Contractor is permitted to implement alternative adequate measures. In doing so, the safety level of the measures specified in the applicable TOM must not be undercut. Significant changes shall be documented by the Contractor. The Contractor is entitled and obliged to adapt the TOM to the respective state of the art.
- (4) Taking into account the nature of the processing and the information available to it, the Contractor shall support the Client as far as reasonable in complying with the obligations set out in Articles 32 to 36 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). This includes in particular the provision of all necessary information about the Contractor and any sub-Contractors, their companies, facilities, technical and organisational measures and the other circumstances of the processing of personal data of the Client. The costs for this shall be covered by the Client, including the time and other effort of FLAVE GmbH to support the Client.
- (5) The Contractor shall set up a data processing directory for the present commissioned processing in accordance with Art. 30 of the GDPR.
- (6) 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.
- (7) Notification of breaches by the Contractor: The Contractor shall notify the Client if breaches of data protection regulations or contractual agreements that serve to protect the Client's personal data have occurred. The Contractor is aware that the Client is obliged under Articles 33 and 34 of the GDPR to document breaches of personal data protection and to report them without delay, if possible within 72 hours, to the supervisory authorities or, in the case of high risks, to the data subject. If such breaches have occurred, the

Contractor shall support the Client in complying with its reporting obligations in accordance with Article 28 (3) (f) of the GDPR. He shall report the breaches to the Client without delay, regardless of the cause, and shall provide at least the following information:

- a description of the nature of the breach, the categories and approximate number of individuals and personal data sets concerned,
- Name and contact details of a contact person for further information,
- a description of the likely consequences of the injury,
- a description of the measures taken to remedy or mitigate the breach.

In consultation with the Client, the Contractor shall take appropriate measures to secure the data and to mitigate possible adverse consequences for data subjects. Insofar as the Client is subject to obligations pursuant to Art. 33, 34 of the GDPR, the Contractor shall support the Client in this regard.

- (8) 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.

## 5. CORRECTION, BLOCKING AND DELETION OF DATA

- (1) 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 FLAVE GmbH, the latter, as the Contractor, shall forward the request to the Client without delay and inform the applicant accordingly. The Contractor is not entitled to respond to these requests or enquiries from data subjects itself or on behalf of the Client without the Client's prior consent, unless it is obliged to do so under the mandatory law applicable to it. If and to the extent that the Client is obliged to provide data subjects with information about the processing by the Contractor, the Contractor shall be obliged to assist the Client in responding within the bounds of what is reasonable and to provide all necessary information about the processing by the Contractor without delay. The costs for this shall be borne by the Client, including the costs for the time and other expenses incurred by FLAVE GmbH to support the Client.
- (2) The Client as the controller within the meaning of the GDPR undertakes to uphold all data subject rights such as the right to information, the right to rectification, the right to erasure ("right to be forgotten"), the right to restriction of processing, the right to data portability and the right to object and to take immediate action in the event that the Client forwards requests in this regard.

## 6. CONTROL RIGHTS AND DUTIES OF THE CLIENT

- (1) The Client shall be liable for ensuring that the data provided to the Contractor for processing was collected lawfully and that the Contractor is authorised to process the data in accordance with this DPA and the service agreement within the meaning of the GDPR. In the event of claims by third parties (e.g. by data subjects), the Client shall indemnify and hold FLAVE GmbH harmless in this respect.
- (2) The Client alone shall be responsible for assessing the permissibility of the commissioned processing and for safeguarding the rights of data subjects.
- (3) The Client shall have the right to carry out audits in agreement with the Contractor or to have them carried out by auditors to be named in individual cases. The external auditor may not be a competitor of the Contractor or a subContractor used. Any on-site inspection must be announced at least 5 working days in advance and must take place during the Contractor's working hours without causing any significant disruption to business operations. The Contractor shall ensure that the Client can satisfy itself of the Contractor's compliance with its obligations pursuant to Art 28 GDPR to the extent necessary and possible. The Contractor undertakes to provide the Client with the necessary information upon request and, in particular, to provide evidence of the implementation of the TOM (see Annex 1). The costs of an inspection/audit shall be covered by the Client, including the time and administrative expenses of FLAVE GmbH.

## 7. PLACE OF PERFORMANCE OF THE DATA PROCESSING

All data processing activities under this agreement shall be carried out within the EU or the EEA. If data processing activities - e.g. for technical reasons - are also carried out at least in part outside the EU or the EEA, these may only be carried out if the special requirements of Art. 44 et seq. GDPR are fulfilled. The adequate level of data protection results from: an adequacy decision of the European Commission according to Art. 45 GDPR

- or binding internal data protection provisions pursuant to Art 47 in conjunction with Art 46 (2) (b) of the GDPR or standard data protection clauses pursuant to Art 46 (2) (c) and (d) of the GDPR.
- or approved rules of conduct pursuant to Art 46 (2) (e) in conjunction with Art 40 of the GDPR.
- or an approved certification mechanism pursuant to Art 46 (2) (f) in conjunction with Art 42 GDPR
- or contractual clauses approved by the data protection authority pursuant to Art 46 (3) lit a DSGVO
- or is produced by other measures according to Art. 46 (2) (a), (3) (a) and (b) of the GDPR).

These shall be communicated to the Client upon request.

## 8. SUB-PROCESSOR

- (1) The Contractor may commission subContractors within the scope of the performance of the agreed service, whereby the Contractor must select these carefully. The Client agrees to the commissioning of those subContractors (hereinafter referred to as sub-processors) of the Contractor listed in the list of sub-processors.)  
If a subContractor is used who is not included in the list, the Contractor shall inform the Client electronically in advance. The Client has the possibility to object within 10 days, otherwise the assignment is deemed to be approved.
- (2) If the Contractor uses a sub-processor to process personal data on behalf of the Client, the same DPA and TOM shall apply to the sub-processor as between the Client and the Contractor. In particular, the Contractor shall ensure that Art. 45 et seq. of the GDPR are also complied with when using a sub-processor.
- (3) If the Client objects to the sub-processor selected by the Contractor within 10 days of the notification, the Contractor may resolve the objection by taking the following actions:
  - a. The Contractor shall not use the Sub-Processor for the processing of Personal Data of the Client
  - b. Measures are taken to remove the substantial reason for the Client's objection
  - c. The service agreed via the subContractor shall be omitted, which shall be refunded in the case of remuneration already paid in advance.

If the Client does not accept any of these variants and the objection has not been resolved to the satisfaction of both parties within 30 days of its receipt, either party may terminate the contract extraordinarily with reasonable notice. There shall be no processing of personal data of the Client by the sub-processor covered by the objection. Subcontracting relationships within the meaning of this provision shall not include services which the Contractor uses from third parties as an ancillary service to support the performance of the order, such as telecommunications services, server and streaming services, maintenance and user services, cleaning staff, caterers or auditors.

## 9. DELETION OF DATA AFTER THE END OF THE ORDER

- (1) After termination of this agreement, the Contractor is obliged to hand over all processing results and documents containing data to the Client in full or to destroy them on the Client's behalf, depending on the Client's wishes. 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, at the Client's request, in the format in which it received the data from the Client or in another common format.

## 10. GENERAL PROVISIONS

- (1) Neither party may assign, transfer or otherwise dispose of any of its rights or obligations under this Agreement without the prior written consent of the other party.
- (2) Together with the General Terms and Conditions of FLAVE GmbH, the main contract or the confirmed offer including the list of services, this standard DPA of FLAVE constitutes the complete agreement with regard to the commissioned processing of personal data.
- (3) Amendments and supplements to this DPA must be made in writing.
- (4) Should individual provisions of this DPA be or become invalid, this shall not affect the validity of the remaining provisions. The statutory provisions shall apply in place of the invalid provisions.
- (5) Unless otherwise provided for in the main contract, the place of jurisdiction for all disputes in connection with this DPA shall be the place of jurisdiction of the Processor.

## ANNEX 1 - TECHNICAL AND ORGANISATIONAL MEASURES

### CONFIDENTIALITY

- **Access control I:** Protection against unauthorised access to data processing facilities; Secured housing within the EU (Frankfurt); Data centre operator & location ISO27001:2013 and ISO9001 certified.
- **Access control II:** passwords (including corresponding policy); automatic locking mechanisms; no physical access to the hardware;
- **Access control III:** Standard authorisation profiles on a "need to know basis"; standard process for authorisation allocation; logging of accesses; periodic review of allocated authorisations;
- **Separation control:** Dedicated virtual server per Client / project; dedicated user accounts & passwords, extensive authorisation system; separate, databases;
- **Pseudonymisation:** guest/customer records are identified via UUIDs; IP addresses are temporarily (until the end of the project) stored separately & encrypted to analyse security incidents

### INTEGRITY

- **Transfer control:** all incoming and outgoing connections are encrypted; logging of access; more sensitive data is additionally stored in encrypted form;
- **Input control:** logging; versioning; hourly backups;

### AVAILABILITY AND RESILIENCE

- **Availability control:** Hourly off-site backups; uninterruptible power supply (UPS); data centre operator & location ISO27001:2013 and ISO9001 certified; hardware RAID; intrusion prevention system (IPS), permission system to prevent

unauthorised applications from running; anti-virus programs on servers & Clients (Contractor staff).

- Rapid **recoverability** through hourly backups & versioning
- **Short deletion periods:** Both for data itself and metadata such as log files, etc., at the latest at the end of the agreement.

### PROCEDURES FOR REGULAR REVIEW, ASSESSMENT AND EVALUATION

- **Principles:** Data protection is the task of the entire company; data protection-friendly technologies are used; IT security must be state of the art
- **Data protection management:** Processing activities carried out are documented in a uniform and verifiable manner; instructions from & activities carried out for Clients in the context of commissioned processing are documented on a Client-specific basis.
- **Incident response management:** There are internal guidelines and processes for data protection that are expanded or supplemented as needed or as conditions change.
- **Data protection-friendly default settings:** Appropriate technical and organisational measures are taken for the respective processing purpose, which are assured to each Client as part of the agreement of a commissioned processing. Examples: New objects in the authorisation and access management have no rights in the system and are initially not allowed to see any data content. Evaluation results and lists can only be viewed by authorised persons.
- **Contract control:** No commissioned data processing within the meaning of Art 28 DS-GVO without corresponding instructions from the Client; obligation of the Contractor's employees to maintain data secrecy; appointment of a data protection officer; appointment of a data protection coordinator;
- Just in the process of ISO/IEC 27001:2017 & ISO/IEC 27018:2014 certification; regular staff training;

**ANNEX 2: SUB-PROCESSOR OF FLAVE GMBH**

We use the following sub-processors for the services provided by FLAVE GmbH:

<b>Name:</b>	<b>Amazon Web Services EMEA SARL</b>
Address:	38 avenue John F. Kennedy, L-1855 Luxembourg
Service(s):	Backups, cloud storage, content distribution
Place of data processing	Luxembourg
More information:	<a href="https://aws.amazon.com/de/privacy/?nc1=f_pr">https://aws.amazon.com/de/privacy/?nc1=f_pr</a> <a href="https://aws.amazon.com/de/blogs/security/new-standard-contractual-clauses-now-part-of-the-aws-gdpr-data-processing-addendum-for-customers/">https://aws.amazon.com/de/blogs/security/new-standard-contractual-clauses-now-part-of-the-aws-gdpr-data-processing-addendum-for-customers/</a>

<b>Name:</b>	<b>Sendgrid/Twilio Ireland Limited</b>
Address:	25-28 North Wall Quay, Dublin 1, Ireland
Service(s):	Email dispatch / spam tracking
Place of data processing	Ireland
More information:	<a href="https://www.twilio.com/legal/privacy">https://www.twilio.com/legal/privacy</a> <a href="https://www.twilio.com/legal/privacy#sendgrid-services">https://www.twilio.com/legal/privacy#sendgrid-services</a> <a href="https://www.twilio.com/legal/data-protection-addendum">https://www.twilio.com/legal/data-protection-addendum</a>

<b>Name:</b>	<b>Digital Ocean</b>
Address:	101 Avenue of the Americas, 19th Floor, New York, NY 10013
Service(s):	Cloud computing, networking, back-ups
Place of data processing	Germany, Frankfurt
More information:	<a href="https://www.digitalocean.com/legal/privacy-policy/">https://www.digitalocean.com/legal/privacy-policy/</a> <a href="https://www.digitalocean.com/legal/data-processing-agreement">https://www.digitalocean.com/legal/data-processing-agreement</a>

<b>Name:</b>	<b>Ably Realtime Ltd</b>
Address:	Labs Triangle, Chalk Farm Rd. London, NW 1 8 AB
Service(s):	Push Notifications
Place of data processing	Great Britain
More information:	<a href="https://ably.com/privacy">https://ably.com/privacy</a>

Sub-processor for payment processing:

<b>Name:</b>	<b>Stripe Payments Europe Ltd</b>
Address:	1 Grand Canal Street Lower, Grand Canal Dock, Dublin, Ireland
Service(s):	Payment processing via credit card and instant bank transfer
Place of data processing	In the countries where Stripe operates. Stripe reserves the right to change the location in compliance with the necessary data protection laws.
More information:	<a href="https://stripe.com/at/privacy-center/legal#data-transfers">https://stripe.com/at/privacy-center/legal#data-transfers</a>