

GENERAL TERMS AND CONDITIONS

of DearEmployee GmbH – Bleicherstr. 14, 78467 Konstanz

Version: 29.09.2024

1. Scope and object of the agreement

- 1.1. DearEmployee GmbH – Bleicherstr. 14, 78467 Konstanz (hereinafter referred to as “DearEmployee” or “We”) is the operator of the online workplace mental health platform “DearEmployee” (hereinafter referred to as the “Platform”), which is intended exclusively for companies (hereinafter jointly referred to as “Customers”). The platform is also available as a web application for the analysis of mental stress at the place of work and to plan health and staff development measures. Customers can also book health and staff development services for their own employees on the platform. The service portfolio comprises, for example, counselling services, workshops, training and digital applications (apps). As a rule, these services are not offered by DearEmployee but rather by qualified third parties (hereinafter referred to as “Providers”) DearEmployee exclusively mediates services offered by providers on the platform and, as such, does not act as a contracting party in relation to the booked services but rather provides a booking platform for the providers and customers. Agreements for the rendering of services are solely concluded between the providers and customers. If, in an exceptional case, DearEmployee offers its own services on the platform, this shall be indicated in the corresponding post. In this case, additional terms for services provided by DearEmployee shall apply. Accordingly, the customer must observe any platform guidelines for booking services, provided these are available on the platform.
- 1.2. These general terms and conditions (hereinafter referred to as “GT&C” and the applicable annexes (in particular the supplementary conditions for the processing of personal data for orders as per Art. 28 GDPR) apply to the contractual relationship between DearEmployee and its customers for the use of the platform granted by DearEmployee, including the mediation of services offered by the provider. The inclusion of any terms and conditions of a customer that contradict these GT&C is hereby excluded. Additional terms can be found in the annexes to these GT&C. In the case of any contradictions, an annex to these GT&C shall take precedence over these GT&C.
- 1.3. The service of the platform is intended exclusively for companies as per Section 14 para. 1 of the German Civil Code (BGB), i.e. natural or legal entities or judicable partnerships, that, within the scope of concluding the agreement, exercise their commercial or independent professional activities.
- 1.4. The contractual language is German, unless another contractual language is explicitly specified in another language version of these GT&C.
- 1.5. The valid GT&C can be accessed, downloaded and printed from the website at <https://www.dearemployee.com/gtac/>.

2. Conclusion of the agreement and registration

- 2.1. The availability of the platform online, on sales platforms or on other media does not constitute a binding offer from DearEmployee. It solely provides the opportunity to submit a binding offer to conclude an agreement on the use of the platform. DearEmployee is not obliged to accept an offer of this nature.
- 2.2. Access to the platform, and the consequent use of the web application and the booking features requires prior conclusion of an agreement between DearEmployee and the customer. Conditions and the scope of use shall be agreed between the contracting parties with the inclusion of these GT&C. Furthermore, registration on the platform as per Section 2.4 is also required. The customer shall receive a notification with a corresponding link to the registration page.
- 2.3. Provided this is offered by DearEmployee, the customer shall be able to conclude the agreement on the platform. In order to submit a binding offer for the use of the platform, the customer must select the desired service package during the order process and complete the provided order form. Once the order has been submitted, the customer shall receive an automatically-generated order confirmation. This provisional order confirmation does not constitute acceptance of the offer by DearEmployee. Acceptance is granted with the receipt of an order confirmation from DearEmployee.
- 2.4. Customers are required to register with DearEmployee to use the DearEmployee platform. During registration, a user account is created for the customer with which the platform can be used and other authorised employees added as users. Registration is only complete once the customer receives confirmation at the specified email address from DearEmployee GmbH.
- 2.5. The following conditions must be adhered to by the customer during registration and the activation of authorised employees as users: Users must be 18 years old or over. Users must keep their login information secret and safeguard it from unauthorised third-party access. The customer is responsible for ensuring that users comply with the stipulations of these GT&C.
- 2.6. Only one user account can be created per natural person or legal entity. The user account cannot be transferred to another user.

3. DearEmployee services

- 3.1. DearEmployee provides the customer with access to the platform for its own purposes to use the range of information and features of the platform for the duration of the contractual term. This includes use of the provided web applications and booking health and staff development services offered by providers.
- 3.2. The scope of the platform's possible uses can be adapted. The specific scope of services for each individual client is governed by the booked service package(s). The scope of the respective service package(s) can be found in the package descriptions that can be accessed online at dearemployee.de or, alternatively, based on agreements made between the contracting parties. Additional services (such as support with setting up a customer account) do not constitute components of DearEmployee's service obligations. However, DearEmployee may nevertheless perform these services for a fee in individual cases on the basis of a separate quote.
- 3.3. The customer is able to increase the agreed scope of services at any time (such as number of authorised users, extended service package). In this event, the customer shall be charged the corresponding higher costs. Upon expiration of the contractual term, the customer is also

entitled to change his subscription to a package with a smaller scope of services or to reduce the number of users.

- 3.4. The customer is able to grant access to the platform for natural persons as authorised employees. These employees shall subsequently be able to use the platform's features on behalf of the customer. The customer must ensure that its authorised users adhere to these GT&C and the customer's obligations when using the platform. Any actions undertaken by authorised employees of the customer shall be regarded as actions by the customer.
- 3.5. DearEmployee shall provide the platform and the processing power required to operate the platform and adequate memory and data processing space to store data submitted by customers. However, DearEmployee is not responsible for the establishment and maintenance of the data connection between the IT systems of the customer and DearEmployee.
- 3.6. DearEmployee undertakes to ensure smooth operation of the platform. By definition, this is limited to services that DearEmployee is able to influence. As such, DearEmployee would like to draw the customer's attention to the fact that use of the platform may be restricted or compromised for reasons beyond DearEmployee's control. These include, in particular, actions by third parties who do not act on behalf of DearEmployee, technical malfunctions that DearEmployee has no control over and force majeure events.
- 3.7. DearEmployee reserves the right to partially or entirely restrict access to the platform temporarily or permanently due to maintenance work, capacity constraints or other events over which DearEmployee has no control.
- 3.8. The use of the current version Google Chrome or Mozilla Firefox is recommend to ensure optimal use of DearEmployee services and features. Cookies must be enabled in the browser version used. If the customer fails to satisfy these technical requirements, the functionality of the services provided by DearEmployee may be restricted. DearEmployee accepts no liability for these restrictions.
- 3.9. The customer is not entitled to receive the source code of the platform or individual platform applications.

4. Mediation of services

- 4.1. The platform enables customers to book services from providers. As a rule, these services are offered on the platform free of charge by the providers. DearEmployee mediates services exclusively on the platform. As such, with regards to the offered services, the range of services provided by DearEmployee is restricted to solely mediation. When services are booked, a separate agreement is concluded between the customer and the provider. DearEmployee shall thus not become a contracting party in this regard.
- 4.2. After submitting its service requests and selecting from the displayed services, the customer shall be able to book the offered service from the provider. Providers reserve the right to reject bookings without stating any reasons. In this case, all payment provided to date shall be refunded. The booking shall become binding once the customer receives a corresponding booking confirmation from the provider by email.
- 4.3. The customer shall be informed of any terms and conditions of the provider that apply. These shall be deemed accepted through the binding booking submitted by the customer. The

customer is responsible for satisfying and adhering to these conditions. In this regard, it shall comply with the platform guidelines, insofar as the customer is provided with a copy thereof.

5. Updates to the platform

DearEmployee is entitled, but not obligated, to modify the platform and the services offered on the platform for the duration of the contractual term, in particular to adjust the above in line with technological advancements. This also includes the addition of new features, changes to the user interface and backend modifications. In this regard, DearEmployee reserves the right to modify services offered on the platform without prior notification in order to offer the customer optimal service, provided this does not impair the usability of the platform for the agreed purposes and the optimised service is reasonable with regards to the mutual interests of DearEmployee and the customer. Furthermore, DearEmployee also reserves the right to make amendments, modifications, restrictions and to restrict the functionality of the platform and the services offered if so required by amendments to statutory provisions or standards, or new technical or scientific knowledge. DearEmployee shall be at liberty to select the manner in which the above shall be implemented. The customer is not entitled to demand the continuation of certain individual features or the introduction thereof.

6. Support

- 6.1. Depending on the package booked, DearEmployee shall provide the customer with customer support. This support shall be provided by email or on the platform through the channels and contact details provided by DearEmployee.
- 6.2. Any queries received from the customer in relation to the use of the platform and notifications of any malfunctions can be submitted and shall be answered, where possible, by the support team.
- 6.3. The platform is available seven days a week, 24 hours per day (hereinafter referred to as "Uptime"). Availability in this regard pertains to the user's ability to use the essential features of the software, Non-availability pertains to maintenance works and restrictions or malfunctions of the software attributable to services for which DearEmployee is not in control or responsible (third-party culpability, disruptions to telecommunications lines, force majeure events, etc.). DearEmployee shall keep maintenance periods to a minimum and, primarily use them to import updates and ensure the safety of the systems.

7. Other services

Services that exceed those owed by DearEmployee shall be subject to separate remuneration. This remuneration shall be determined on the basis of a quote submitted by DearEmployee.

8. Rights with regards to data processing and security

- 8.1. The customer grants DearEmployee the right to reproduce data to be stored by DearEmployee for the customer for the purposes of fulfilling its contractual duties, provided that this is required for the performance of the services owed as per the agreement. Furthermore, DearEmployee is entitled, but not obligated, to store data in a backup system or separate backup center. In order

to eliminate faults, DearEmployee also reserves the right to modify the structure of the data or the data format.

- 8.2. As it cannot be excluded that DearEmployee may gain access to the customer's personal data from third parties, the conditions agreed between the parties for job processing of personal data as per Art. 28 GDPR ("Job processing conditions") enclosed as Annex A and the respective annexes on the job processing conditions shall apply and supplement this agreement. With regards to personal data, the customer is the data processor and warrants that the statutory provisions of data protection law shall be adhered to.

9. Customer obligations

- 9.1. The customer warrants that the information entered upon registration and in its customer account is accurate and complete. Third-party data must not be submitted. Authorised employees are not regarded as third parties in this regard.
- 9.2. The customer is not permitted to pass on its login details to third parties. As such, the customer must safeguard its login details against unauthorised third-party use. If the customer has any reasons to suspect unauthorised use of its customer account by a third party, DearEmployee must be notified immediately.
- 9.3. The customer can invite its employees to use the platform. Each authorised employee will receive their own login details. The customer bears sole responsibility for ensuring that the invited employees receive the corresponding rights to view information and that they are qualified to work with the content in question. Upon approval from the customer, DearEmployee reserves the right to appoint external third parties as mentors. These external mentors shall be subject to the same GT&C as the authorised employees.
- 9.4. The customer must refrain from performing any actions that may damage and/or excessively burden the operation of the platform, the offered services and/or the underlying technical infrastructure. This includes, in particular
- the use of software, scripts or databases in connection with the use of the platform;
 - automated reading, blocking, overwriting, deletion, modification or copying of data, provided this is not required for the intended use of the platform.
- 9.5. The services of DearEmployee must not be mediated to third parties, provided this has not been expressly agreed between the contracting parties in writing. This also applies for any companies affiliated with the customer.
- 9.6. The customer warrants DearEmployee that, when using the platform, it shall not post any content and/or information that is liable to prosecution or otherwise unlawful, or that violates third-party rights, or use any programs containing viruses or other malware in connection to the platform.

10. Remuneration: Invoicing

- 10.1. The prices stated for the service package at the time the booking was made as displayed on the DearEmployee website or the prices agreed between the partners upon conclusion of the agreement shall apply. The prices stated therein constitute monthly net prices in Euro inclusive of statutory VAT at the valid rate, where applicable. The amount of monthly remuneration for

the use of the platform is determined by the selected range of services in each case and the number of employees on the platform.

- 10.2. Remuneration is invoiced in advance on an annual basis, unless otherwise agreed. All payments are due immediately upon invoicing.
- 10.3. DearEmployee shall activate customer access at the start of the period of provision as agreed with the customer.
- 10.4. The settlement period commences at the start of the period of provision and ends after the expiration of 12 months.
- 10.5. Any services purchased in addition to the services included in the respective package (such as onboarding, support, training) shall be billed after assignment.
- 10.6. All prices listed in the offer, price lists and elsewhere are net prices plus the applicable statutory VAT.
- 10.7. All invoices are due for payment within 2 weeks after receipt of invoice. Digital invoices are also a valid form, provided they are received by the customer.
- 10.8. If the customer defaults in payment that is owed for a period of more than two weeks, following prior warning with an extension and subsequent failure to pay, DearEmployee reserves the right to block access to the platform. Payment claims from DearEmployee remain unaffected by the block. The access to the software shall be reinstated once the customer provides payment. DearEmployee shall also be entitled to block access as a more lenient means in the case that DearEmployee is entitled to extraordinary termination as per Section 19.2.
- 10.9. DearEmployee reserves the right to amend prices at its discretion (Section 315 of the German Civil Code) and to increase the agreed prices if the continued performance of the service by DearEmployee is deemed unreasonable with any amendment to the price after taking the interests of both parties into account. DearEmployee shall also be permitted to additional price increases, provided the previous price increase occurred over 6 months prior. DearEmployee shall inform the customer of any prices increases one month in advance by email. Provided the price increase does not solely serve the purpose of passing on a cost increase to the customer in the case of required preliminary services, the customer reserved the right to lodge an objection to the price amendment. If the customer lodges an objection to the price increase within 2 weeks after being notified of the planned price increase in a non-written form or by email, this shall be regarded as acceptance of the planned price increase. DearEmployee shall inform the customer thereof in its announcement.
- 10.10. DearEmployee sends an electronic invoice for each payment transaction by email. This service is gratuitous.

11. Payment for service mediated by DearEmployee

- 11.1. The service agreement with the provider shall apply to all remuneration to be paid by the customer for services from the provider.
- 11.2. In this regard, the contact person for the customer in relation to a service agreement and the remuneration and implementation thereof is the respective provider, as the contracting party. The customer may only request reimbursement of remuneration from the respective provider.

11.3. The customer must be logged in to use any of the payment features offered by DearEmployee GmbH. All payment information must be provided accurately by the customer and immediately updated in the case of any changes. DearEmployee GmbH reserves the right to refuse a payment method specified by the customer. The payment method used to purchase the respective service shall be displayed to the customer during the order process.

12. The customer's duty to comply

12.1. The customer is obligated to support DearEmployee with the provision of the services to the best of its ability and to the fullest extent. In particular, this obligation pertains to the timely provision of information, documents and content, that is required or requested by DearEmployee, especially for the modification of content on the platform.

12.2. Furthermore, the customer must appoint at least one contact person for DearEmployee and specify this person in the customer account. The contact person must be authorised and capable of making all decisions that arise within the scope of fulfilling contractual obligations and of communicating with DearEmployee.

13. Usage rights of the customer

13.1. The customer receives the right to use the features of the platform as intended through its customer account in accordance with these GT&C. As such, the use privileges granted to the customer are limited to the use of the platform through online access. No further copyright, usage or exploitation rights are granted in this regard. Accordingly, the customer is not permitted to use the software on which the platform is based, applications that can be used via the platform or the featured DearEmployee survey tools beyond the use privileges granted within the its customer account. Any processing or distribution rights are hereby excluded.

13.2. Reproductions are only permitted if required within the scope of intended use of the platform. The customer is not permitted to make any other reproductions, in particular printing out or saving program codes.

14. DearEmployee rights

14.1. DearEmployee reserves the right to use the customer's name and logo for advertising and marketing purposes. However, the customer is entitled to lodge and objection to the use thereof at any time in writing.

14.2. DearEmployee is entitled to use pseudonymised and anonymised data for analytical purposes and to improve the platform.

15. Review function

15.1. Customers can leave reviews on the platform. The customer bears sole responsibility for all reviews it posts. The customer assures and warrants that the respective reviews do not contain any misleading or improper claims or statements. Furthermore, the customer also warrants that its content does not violate any third-party rights.

15.2. DearEmployee is entitled to publish reviews on the platform for other customer and third parties.

15.3. DearEmployee GmbH may delete or repost reviews as required and as it sees fit.

16. Troubleshooting

16.1. DearEmployee performs services with due diligence according to the generally recognised codes of practice.

16.2. DearEmployee shall eliminate any technical disruptions on the platform as quick as possible in order to ensure uninterrupted operation of the platform, to the possible extent. The above provision only applies to disruptions for which DearEmployee is responsible.

16.3. Service disruptions are governed by the law that applies to the service agreement.

17. Disclaimer

17.1. Unlimited liability: DearEmployee is fully liable for acts of intent and gross negligence, any violations of contractually stipulated warranties and according to the provisions of the German Product Liability Act. In the case of minor negligence, DearEmployee shall be liable for any damages incurred as a result of injury to life, limb or the health of a person.

17.2. Moreover, the following limited liability shall apply: In the case of minor negligence, DearEmployee shall only be liable to the extent that a key obligation has been violated, the fulfilment of which is required for the proper execution of the agreement as envisaged upon conclusion of the agreement and on which the customer regularly relies (cardinal obligation). The amount for which DearEmployee is liable in the case of minor negligence is limited to damages that were foreseeable upon conclusion of the agreement, the occurrence of which is to be typically expected.

17.3. In the case of the violation of a cardinal obligation as a result of minor negligence, liability is limited to the amount foreseeable upon conclusion of the agreement in consideration of the respective service component and damages that are typically expected for this form of agreement. The amount for which DearEmployee is liable is limited to the basic annual price for the package in question. This disclaimer also applies to the benefit of vicarious agents of DearEmployee.

18. Indemnity

18.1. The customer hereby indemnifies DearEmployee from all third-party claims asserted due to alleged or actual legal violations and/or violations of third-party rights, in particular by the customer's employees, as a result of the use of the platform and agrees to reimburse all costs incurred by DearEmployee as a result of third-party claims. The reimbursable costs also include the costs for appropriate legal prosecution and defense incurred by DearEmployee.

18.2. Any further claims for damages remain unaffected.

19. Contract term, termination

- 19.1. The following agreement has been concluded between the contracting parties for a minimum term of 12 months. The agreement shall be extended for a further contract term of one year upon expiration of the minimum term, provided it is not terminated by either contracting party with a notice period of 45 days prior to the start of the new contract term. DearEmployee shall send the customer a new annual invoice for the extension of the agreement for the gratuitous use of the platform with annual billing at the latest 2 weeks prior to the new contract term by email.
- 19.2. If the customer fails to pay in full for two consecutive months, DearEmployee shall be entitled to terminate the contractual relationship for good reason without notice. Good reason for termination without notice shall be deemed to exist if insolvency proceedings are initiated or opened against the assets of the customer or rejected for lack of assets. The right to terminate for good cause (Section 314 of the German Civil Code) shall remain unaffected by the above provisions.
- 19.3. All terminations require the written form. As soon as the termination enters into force, the customer's account shall be blocked.
- 19.4. DearEmployee shall permanently delete the customer account after termination of the contract.

20. Confidentiality

- 20.1. The contracting parties must treat all information pertaining to the other party that is labelled as confidential or, on the basis of other circumstances, discernibly constitutes trade and commercial secrets (hereinafter referred to as "Confidential Information") disclosed in relation to this agreement in the past or future as confidential at all times and not disclose it to third parties or otherwise exploit it, provided the other contracting party has not explicitly consented to the disclosure or exploitation thereof in writing or the information needs to be disclosed in accordance with the law, a court ruling or administrative decision.
- 20.2. Accordingly, information shall not be regarded as confidential as per the above Section 20, if
 - the other party was already aware of it without being subject to a non-disclosure agreement,
 - it is public knowledge or the came to be known without any violation of the agreed non-disclosure agreementsor
 - the other party was made aware of it by a third party without any violation of a non-disclosure agreement.
- 20.3. The obligations stipulated above in Section 20 shall continue to apply after expiration of this agreement.

21. Final provisions

- 21.1. Any disputes between the parties shall be governed by the laws of the Federal Republic of Germany excluding the UN Convention on Contracts for the International Sale of Goods (CISG). The place of jurisdiction for all disputes that arise due to and in connection with these GT&C, regardless of the legal basis, is Berlin.

- 21.2. Any amendments or supplements to these terms and conditions by the contracting parties require the written form. The above provision also applies to any amendments to this written form requirement.
- 21.3. The customer reserves the right to transfer or permit a third party to exercise this agreement as a whole, or individual rights and obligations that arise therefrom.
- 21.4. DearEmployee is authorised to transfer this contract, inclusive of all rights and obligations to another company. The transfer shall enter into effect 28 days after the date on which the customer was notified thereof. In the case that this agreement is transferred to another company, the customer shall be entitled to an extraordinary right of termination for a 2-week period following receipt of the notification.
- 21.5. DearEmployee reserves the right to modify or supplement these GT&C at any time. The customer must be informed of any modifications or additions by email at least 6 weeks prior to the date on which they enter into force. If the customer does not consent to the modifications, it may lodge an objection thereto in writing up to one week prior to the date on which the modifications or additions are scheduled to enter into force. If the customer fails to lodge a complaint, the modifications or additions to the terms and conditions shall be deemed accepted by the customer. DearEmployee shall inform the customer of the potential significance of its actions in the notification announcing the modification or addition to the terms and conditions.
- 21.6. If individual provisions of these terms and conditions are found to be invalid at present or in the future, this shall not affect the validity of the remaining provisions.

Appendix A: Supplementary Conditions on the Job Processing of Personal Data as per Article 28 GDPR

Additional conditions regarding the processing of personal data as a processor in accordance with Art. 28 of the GDPR

These additional conditions regarding the processing of personal data as a processor in accordance with Art. 28 GDPR (hereinafter “processing conditions” or “conditions”) apply if and insofar as the DearEmployee GmbH (hereinafter “DearEmployee”) processes personal data on behalf of the client in line with the provision of services in compliance with the GTC and other applicable documents (“main agreement”) and the European General Data Protection Regulation 2016/679 (hereinafter “GDPR”) applies.

The respective client uses these services through a user account on the online platform of DearEmployee. Upon concluding the ordering process for the use of the platform or by means of an order confirmation via email or in writing to DearEmployee, the client explicitly accepts the conditions, where applicable from the main agreement, the GTC and the processing agreement. DearEmployee can be sure that the person accepting the conditions is authorized to give this consent on behalf of the client.

For the purpose of these conditions, the client is the controller in terms of Article 4 no. 7 GDPR and DearEmployee is the processor according to Art. 28 GDPR.

§ 1 Data processing

DearEmployee processes personal data in terms of Art. 4 no. 4 GDPR for the client (hereinafter referred to as “client data”) explicitly on behalf of and in conformity with instructions from the client. Anonymized data is not client data in terms of processing and the data defined in **§ 3 section 1**. The description and scope of data processing results from the main agreement. The controller is responsible for assessing the lawfulness of data processing.

§ 2 Duration of the conditions

The validity period of these conditions complies with the provisions on term and termination of the main agreement. The remain valid for that period and become invalid with the deletion of all personal client data as defined in § 12 of the conditions.

§ 3 Scope, type and purpose of processing, type of personal data, categories of data subjects

(1) On behalf of the client, DearEmployee processes the following personal data for the stated purposes:

a) Type, purpose and scope of data processing

DearEmployee offers a Software as a Service solution on a platform. At the same time, the software solution is used, among other things, to analyze mental stress at the workplace. For this purpose, the client’s employees are invited to participate in online surveys, which are subsequently evaluated and the results of which are made digitally available to the client in an aggregated form.

For the protection of the employees, pseudonyms are quickly created for the processed personal data and where possible, it is also rendered anonymous because personal references are irrelevant for the subsequent analysis of the working conditions.

In the process, the following purposes of data processing are applied:

- User management: The client's employees are invited to use the software via their email address. To do so, the email addresses are uploaded to the software.
- Account setup: Client data required for the reliable implementation of the surveys for the client is collected.
- Invitation management: Employees are invited to participate in a survey via their email address or via a link.
- Survey management: At the beginning of the survey, the employees give their consent regarding data processing to the employer by means of a consent form. The survey includes collecting data on the assessment of the working conditions, stress related to work, attitude to work as well as socio-demographic (e.g. age group) and information regarding job titles (e.g. department).
- Analysis: Mean values and allocations of the collected data and the data provided by the client as well as correlations between this data are calculated. This calculation is conducted among all participating employees or among all participating employees of a specific analysis unit (e.g. department, business activities) or a combination of these analysis units, provided that the minimum number of participants within these analysis units amounts to 5 unless otherwise stipulated. Furthermore, the mean values and allocations, if available, are compared to the averages of previous participants of the same branch of trade. In addition, the basic parameters of the survey are calculated (e.g. number of participants, abort rate of the survey, average duration).
- Reporting: The results including recommended actions are made digitally available via the DearEmployee platform with SSL encryption.
- Booking function: When booking measures, contact data of the responsible booking person and the client data required to implement the measure are transmitted to the supplier.

b) Group of data subjects and type of stored data/data categories

Group of persons / data subject category:

aa) employees:

Data/data categories (classification):

- Login details (internal)
- Personnel data (confidential)
- Health data (confidential)
- Contact data (internal)
- Survey data (confidential)

bb) Employer:

Data/data categories (classification):

- Contact data (internal)
- Organizational data (internal)

- Contract master data (internal)
 - Report data (confidential)
- (2) The definitions in section 1 do not apply in the case of anonymized data being used by DearEmployee to ensure quality assurance and improvement of the service as well as for research purposes and gaining new insight.
- (3) The processing of the data subject groups' data takes place in the Federal Republic of Germany, in another member state of the European Union or in another contractual state of the Treaty on the European Economic Area. A relocation to a third country can only take place if the special requirements defined in Art. 44 ff. GDPR are met.

§ 4 Client's rights and duties as well as managerial authorities

- (1) The client is solely responsible for assessing the lawfulness of processing and safeguarding the rights of the data subjects pursuant to Article 12 to 22 GDPR.
- (2) The processing of data of the groups of data subjects by DearEmployee in the context of these conditions solely takes place according to the client's instruction pursuant to Art. 28 sec. 3 p. 2 lit. a GDPR, unless DearEmployee is obligated to further processing according to the laws of the European Union or the laws of the member state it is subject to. In such a case, DearEmployee will inform the client of these legal requirements if the respective law does not forbid such a notification based on important public interest.
- (3) In line with the definition stipulated in these conditions, the client reserves the blanket right to instruction on the type and purpose of data processing, which can be further detailed in individual instructions.
- (4) Individual instructions after the conditions have come into effect must be in text form and must be documented by the client as well as by DearEmployee. The instructions must be kept for their validity period and afterwards, for three full calendar years.
- (5) Solely the client's persons authorized to give instructions are the administrators of the client account. The management board is the instruction recipient for the processor.

The other party must immediately designate a successor or representative in writing, in the event there is a change or a longer term non-availability of the designated persons.

- (6) If the client gives individual instructions regarding the handling of client data, which go beyond the scope of services stipulated in the main agreement, the client must bear the costs arising therefrom.
- (7) DearEmployee does not have any obligation to verify whether instructions from the client are compliant with (data privacy) laws. However, if DearEmployee believes that the client's instruction is in violation of provisions under data privacy law, it will inform the client thereof. Dear Employee is entitled to suspend performance of the instruction concerned until it has been confirmed or amended. If the client does not dispel doubts regarding the DearEmployees' information that it believes the instruction is illegal, DearEmployee can reject to following the respective instruction, insofar as it concerns its area of responsibility.

- (8) The client will immediately fully inform DearEmployee if it determines errors or irregularities in connection with the processing of client data by DearEmployee or its instructions.

§ 5 Obligations of DearEmployee

- (1) DearEmployee ensures that the processing of the client data in line with service provision pursuant to the main agreement takes place in compliance with these conditions, including the subcontractors it is responsible for according to § 9.
- (2) Upon request, DearEmployee is obligated to provide the client with the information required, including certifications as well as results of reviews and inspections, which serve as verification of the observance of the obligations stipulated in this agreement.
- (3) DearEmployee must place all persons authorized to process client data under a written obligation to confidentiality according to Art. 28 sec. 3 lit. b GDPR, provided they are not already subject to an appropriate legal obligation of confidentiality.
- (4) DearEmployee is obligated to appoint a competent and reliable data security officer in writing, who can perform his or her activities according to Art. 37, 38 and 39 GDPR as well as § 38 Federal Data Protection Act (BDSG) new, insofar and as long as the legal requirements for the obligation of appointing said person are given. DearEmployee will make the current contact data of the data security officer easily accessible on its website (Art. 37 sec. 7 GDPR).
- (5) DearEmployee and if applicable, its representatives, keep an account of all categories of processing activities conducted on behalf of the client, which contains all information pursuant to Art. 30 sec. 2 GDPR. This obligation does not apply if the requirements of Art. 30 sec. 5 GDPR are met.
- (6) DearEmployee is not permitted to make any copies or duplicates of the client data in line with order processing without the prior consent of the client. However, this excludes copies required to ensure proper data processing and a proper provision of services in accordance with the main agreement (including data backup) as well as copies required to observe legal record retention.
- (7) DearEmployee is obligated to support the client within reason and as far as necessary in fulfilling its obligations resulting from Art. 12 to 22 as well as Art. 32 to 36 GDPR. Support is given taking the type of processing into account and the information at the disposal of DearEmployee as well as with suitable technical and organizational measures, particularly in answering applications to protect the rights of data subjects in accordance with Art. 12 to 22 GDPR (§ 10) as far as possible.

§ 6 Technical and organizational measures

- (1) DearEmployee must take the technical and organizational measures required for the appropriate protection of client data according to Art. 32 GDPR, in particular measures pertaining to access control, transfer control, entry control, order control, availability control and separation control.
- (2) Given that the technical and organizational measures are subject to technological progress and technological advancement, DearEmployee is permitted to implement alternative and adequate measures, provided that the safety level of the measures is not undercut.

DearEmployee will document such changes. Significant changes in measures require the prior consent of the client.

§ 7 Violations DearEmployee is obligated to notify

- (1) DearEmployee will immediately inform the client, at the latest within 36 hours if it determines that there is the risk of violating the protection of personal data of the client in terms of Art. 4 no. 12 GDPR due to a measure within its sphere of influence.
- (2) Insofar as the client is affected by legal duties to supply information because of an illegal acquisition of knowledge regarding client data (in particular according to Art. 33 and 34 GDPR) based on an incident according to section 1, DearEmployee must support the client in fulfilling the duties to supply information upon the client's request within reason and as far as necessary in a factual manner and in regard to the costs.
- (3) DearEmployee will immediately take required measures to safeguard the data and minimize possible adverse consequences for the data subjects, inform the client thereof and ask for further instructions.
- (4) Notifications for the client according to Art. 33 or 34 GDPR can only be implemented by DearEmployee after prior instruction by the client.

§ 8 Client's supervisory rights

- (1) The client has the right convince itself of the technical and organizational measures taken by DearEmployee at its own expense prior to the start of data processing and then, routinely by means of checks – including inspections. This takes place using measures that are appropriate and reasonable. Graded in the order of initially obtaining a self-disclosure, further with the submission of a certificate according to GDPR and lastly, on-site inspection. DearEmployee does not charge its own effort for the control.
- (2) Upon written request, DearEmployee is obligated to provide the client with all information regarding its obligations resulting from this agreement and in particular, to verify the implementation of technical and organizational measures. The verification of such measures, which not only concern the specific order, can take place by observing approved codes of conduct in accordance with Art. 40 or certifications according to Art. 42 GDPR; relevant certificates, reports or excerpts of reports from independent entities (e.g. auditors, revision, data security officer, IT security department, data protection auditors, quality auditors); an appropriate certification by IT security and data protection audit (e.g. according to BSI Basic Protection - BSI-Grundschutz).
- (3) The client or a respective authorized representative have the right to conduct aforementioned checks during normal business hours in the case of sec. 1, s. 2. These checks must be announced in a timely manner (usually at least two weeks beforehand) and cannot interfere with the normal course of operations at DearEmployee any more than absolutely necessary.
- (4) If the client commissions a third party to conduct the check, the client must also obligate the third party in writing in the same manner the client is obligated according to these conditions. Furthermore, the client must impose the obligation of confidentiality and non-disclosure on the third party, unless the third party is subject to an occupational confidentiality obligation. Upon the request of DearEmployee, the client must present these confidentiality agreements

with the third party. The client is not permitted to commission any competitors of DearEmployee with these checks.

§ 9 Sub-contractual relationships

- (1) The client explicitly agrees to the commissioning of subcontractors in accordance with those named in a separate list, under the condition of a contractual agreement according to Art. 28 sec. 1 to 4 GDPR. DearEmployee is permitted to commission additional subcontractors (additional processors).
- (2) DearEmployee will immediately inform the client of any intended change in respect to adding or replacing other subcontractors. The client can object to such changes. The objection must be made in writing within a deadline of 30 days as of receipt of a respective notification from DearEmployee.
- (3) Involving subcontractors, in which the subcontractor merely engages in an ancillary service to support service provision according to the main agreement, does not require notification, e.g. as telecommunication services, postal/transport services, maintenance or user services or for the disposal of data carriers as well as for other measures to ensure confidentiality, availability, integrity and resilience of hardware and software of data processing systems, even if access to client data cannot be ruled out in the process. DearEmployee will also select these with requisite care and conclude agreements to the required extent, to ensure the appropriate protection of client data.
- (4) If a subcontractor is called in, DearEmployee will impose the same data privacy obligations upon said subcontractor as those defined in these conditions. It will do so by means of an agreement or another legal instrument according to Union law or the law of the relevant member state. The agreement must be drafted in a manner, which enables the client, if required, to conduct adequate checks and inspections at the subcontractor's, including on location, or to have such checks and inspections conducted by third parties authorized by the client.
- (5) Subcontractors in third countries can only be commissioned if the special requirements under Art. 44 ff. GDPR have been met (e.g. adequacy decision of the commission, standard data protection clauses, approved code of conduct). Upon request, DearEmployee will verify its observing the conditions according to Art. 44 ff. GDPR to the client.

§ 10 Data subjects' rights

- (1) The rights of the data subjects resulting from data processing must be asserted with respect to the client.
- (2) Insofar as a data subject approaches DearEmployee directly to protect his or her rights pursuant to Art. 12 to 22 GDPR concerning his or her personal data, DearEmployee will refer him or her to the client.
- (3) Otherwise § 5 sec. (6) of these conditions applies.

§ 11 Liability

- (1) The client and DearEmployee assume liability as joint debtors for the compensation of damages suffered by a data subject based on impermissible or incorrect data processing.

- (2) Within the internal relationship to DearEmployee, solely the client is responsible for the compensation of damages suffered by a data subject due to impermissible or incorrect processing of client data in line with order processing in accordance with the applicable data privacy laws, provided this processing is based on an illegal instruction by the client.
- (3) Within the internal relationship, the client is obligated to indemnify DearEmployee from all third-party claims, as long as and to the extent of which DearEmployee meets its special obligations pertaining to DearEmployee in compliance with the GDPR and DearEmployee acted taking all legitimately given instructions by the customer into account. DearEmployee must prove that damage did not result from a circumstance it is responsible for if the relevant data was processed by Dear Employee under this agreement.
- (4) Should a data protection authority or a court of law impose a fine on DearEmployee due to data processing, which is based on an illegal instruction by the client, the client must reimburse DearEmployee the full relevant amount upon written notification within 30 days as of the written notification.
- (5) The client must reimburse DearEmployee all costs resulting from the infringement the client is responsible for pursuant to section 3 and 4.
- (6) Other liability provisions result from the respective laws.

§ 12 Return and deletion of surrendered client data

- (1) At the option of the client, DearEmployee must either return or delete all client data after the completion of the service provision covered by the agreement (particularly in the case of termination or other ending of the main agreement) and destroy existing copies, unless an obligation for data storage exists according to Union law or the law of member states.
- (2) DearEmployee must create a record of the deletion or destruction of client data and submit such record upon request by the client.
- (3) Documentation serving as a record of proper data processing in compliance with the agreement or legal retention periods must be kept beyond the end of the agreement by DearEmployee according to the respective retention periods.

§ 13 Miscellaneous

- (1) The conditions of the main agreement apply, as far as these conditions do not include any special provisions. In the event of contradictions between these conditions and provisions resulting from other stipulations, particularly from the main agreement, the provisions resulting from these conditions take priority.
- (2) Upon request, the client and DearEmployee and if applicable, their representatives, work together with the supervisory authority in fulfilling their tasks.