

Agreement on Data Processing

between

Dun & Bradstreet Austria GmbH

FN 140514p

Jakov-Lind Straße 4/1

A-1020 Wien

(hereinafter „Processor“)

and Users of D&B-Services

(hereinafter „Supplier“)

1. Subject-Matter, Nature and Purpose of Data Processing

- 1.1 Following the creation of a respective account on the website of the Processor and on the basis of individual orders by means of online queries within the respective D&B-Services by entering personal data the Supplier orders services in connection with personal information, credit assessment, risk assessment and risk monitoring of Austrian and international companies and persons (hereinafter „Service Agreement“), in the provision of which the Processor processes personal data for the Supplier.
- 1.2 Nature and purpose of the data processing by the Processor for the Supplier are the identification of companies or persons for provision of information on the creditworthiness, in particular taking into account the financial capacity and the previous payment history and other credit-related circumstances of the identified company or person. Other legitimate interests include fraud detection, observing of compliance regulations, verifying the accuracy of identity data and customer information, or verifying representation and signing authority.

2. Duration of Data Processing

- 2.1 The duration of data processing (term) corresponds to the duration of the respective order by an online query for the provision of services, each of which is placed for single completion.

3. Type of Data and Categories of Data Subjects

3.1 The type of used personal data is precisely defined in the Service Agreement. The subject matter of the processing of personal data comprises the following data types and data categories:

- ☐ personal master data
- ☐ company name
- ☐ address – street
- ☐ address – place
- ☐ address – ZIP-code
- ☐ DUNS/WID
- ☐ FN-number
- ☐ VAT- number
- ☐ first name
- ☐ last name
- ☐ date of birth
- ☐ contact data (e-mail-address, telephone and telefax number)
- ☐ free text field / own experiences

3.2 The categories of data subjects concerned by the data processing are precisely defined in the Service Agreement and comprise Austrian and international companies and persons.

4. Place of Data Processing

4.1 The data processing is exclusively executed in states being a member state of either the EU / the EEA. In case the data processing is executed in a state not being a member state of either the EU / the EEA (hereinafter "Third State") the adequate level of protection in the respective ThirdState shall be established under consideration of the specific conditions of Article 44 et. seq.

GeneralDataProtectionRegulation(hereinafter „GDPR“), which shall be proved to the Supplier before commencement of data processing in such ThirdState.

5. Obligations of the Processor

5.1 The Processor shall execute the data processing in accordance with applicable data protection laws of the EU and its member states as well as exclusively within the scope of written orders and documented instructions from the Supplier, unless required otherwise by applicable data protection laws of the EU or its member states. In the latter case the Processor shall inform the Supplier of that legal requirement before commencement the data processing, unless such laws prohibit

such information on important grounds of public interest. If the Processor receives an official order to hand over personal data of the Supplier, it shall – if permitted by law – inform the Supplier without delay and refer the authority to the latter.

- 5.2 The Processor shall ensure that any persons commissioned with the data processing have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality. In particular, such confidentiality obligation of the persons commissioned with the data processing also remains after the termination of their activity and leaving from the Processor.
- 5.3 The Processor shall establish the technical and organizational measures in accordance with Article 32 GDPR. Such measures are available on the website of the Processor under <https://www.dnb.com/de-at/auftragsdatenverarbeitungsbedingungen/>. The measures to be taken are measures of data security and measures that guarantee a protection level appropriate to the risk concerning confidentiality, integrity, availability and resilience of the systems. The state of the art, implementation costs, the nature, scope and purposes of processing as well as the probability of occurrence and the severity of the risk to the rights and freedoms of natural persons must be taken into account. The technical and organizational measures are subject to technical progress and further development. In this respect, it is permissible for the Processor to implement alternative adequate measures. In so doing, the security level of the defined measures must not be reduced. Substantial changes must be documented.
- 5.4 The Processor shall establish the technical and organizational measures to enable the Supplier to fulfill at all times any obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of the GDPR (rights to information, access, rectification and erasure, data portability, object and automated individual decision- making) within the legal deadlines and shall provide to the Supplier with all information necessary for this, provided such information is solely available from the Processor. If a respective request is made to the Processor, the latter indicates that the claimant mistakenly considers it to be the Supplier of the operated data application, the Processor must immediately forward the request to the Supplier and notify the claimant thereof.
- 5.5 The Processor shall assist the Supplier in complying with the obligations referred to in Articles 32 to 36 of the GDPR (concerning the security of personal data, reporting requirements for data breaches to the supervisory authority, communications of data breaches to the data subject, data protection impact assessments and prior consultations).

- 5.6 Upon completion of the Service Agreement, the Processor shall delete all personal data of the Supplier or on its documented instructions hand over such personal data to the Supplier, unless the Processor is required to further storage of such personal data pursuant to applicable law of the EU or its member states.
- 5.7 With respect to the data processing of its personal data the Supplier shall be entitled to inspection and control of data processing equipment of the Processor, which may also

be conducted by a third auditor mandated by the Supplier. The Processor is obliged to provide to the Supplier all such information necessary to demonstrate compliance with this Agreement on Data Processing and the obligations laid down in applicable data protection laws.

5.8 The Processor shall inform the Supplier immediately, if it considers that an instruction violates data protection regulations of the EU or its member states.

5.9 The Processor is obliged to appoint a data protection officer, who performs its duties in compliance with Articles 38 and 39 GDPR. The data protection officer and its current contact details are available and easily accessible on the website of the Processor.

6. Sub-Processors

6.1 The Supplier agrees to the engagement of Sub-Processors by the Processor indicated on the website of the Processor under <https://www.dnb.com/de-at/auftragsdatenverarbeitungsbedingungen/>. Outsourcing to further Sub-Processors or changing of any existing Sub-Processors are permissible when:

- a) the Processor notifies such an outsourcing to Sub-Processors to the Supplier by publication on its website with appropriate advance notice;
- b) the Supplier has not objected to the planned outsourcing in writing towards the Processor by the date of handing over the personal data; and
- c) the sub-processing is based on a contractual agreement in accordance with Article 28 paragraphs 2 to 4 GDPR.

6.2 In case the sub-processing is executed in a state not being a member state of either the EU / the EEA, the Processor shall ensure the legal admissibility under data protection laws by specific measures pursuant to Article 44 et. seq. GDPR.

6.3 All contractual provisions in the contract chain shall be communicated to and agreed with each and every additional subcontractor.

**Dun & Bradstreet Austria
GmbH**
as Processor