

Annex on Data Protection (Provisions on Data Processing)

This Data Protection Annex ("**Annex**") forms an integral part of the General Terms and Conditions of Purchase (hereinafter "**GPC**") between Noventa AG as controller ("**Noventa**") and its contractual partner as contractor ("**Processor**"). The terms used in this Annex (e.g. personal data, data subject) shall have the meaning given in the applicable data protection laws in Switzerland in accordance with the Federal Act on Data Protection.

- 1 The Processor acts as a processor for Noventa in respect of the personal data.
- 2 The object of data processing is processing within the framework of the fulfilment of contractual obligations for the duration of the cooperation. Primarily, contact data of Noventa employees and customers are processed.
- 3 In processing the personal data, the Processor shall:
 - 3.1 process the personal data only on the documented instructions of Noventa;
 - 3.2 process the personal data only to the extent necessary for the provision of the services/deliveries requested by Noventa;
 - 3.3 inform Noventa immediately if it (or an authorized subcontractor) concludes that an instruction from Noventa violates data protection legislation;
 - 3.4 not engage any other subcontractors (i.e. other processors) to process the personal data without Noventa's prior written consent. If a subcontractor is duly engaged to perform certain processing activities on behalf of Noventa, the Processor shall ensure that it enters into a written contract with the subcontractor that contains no less extensive data protection obligations of the subcontractor than this Annex. The Processor shall be responsible for the acts and omissions of any such subcontractor;
 - 3.5 take appropriate and legally required technical and organizational measures to prevent a breach of data security;
 - 3.6 ensure a level of security appropriate to the risk when implementing and updating these technical and organizational measures, in particular having regard to the state of the art, the costs of implementation, the nature, scope, context and purposes of processing, as well as to the varying likelihood and severity of a violation of the rights and freedoms of data subjects;
 - 3.7 ensure that persons authorized to process personal data have committed themselves to confidentiality and fulfil their obligations strictly in accordance with their confidentiality obligations by always treating personal data as confidential information;
 - 3.8 provide Noventa with all cooperation and information necessary to demonstrate compliance with its data protection obligations (including ensuring data security). This obligation includes permitting audits conducted by, or on behalf of, Noventa, or of the competent supervisory authority, after reasonable prior notice from time to time;
 - 3.9 notify Noventa immediately, but no later than 24 hours, after becoming aware of a data breach and keep Noventa informed of all related developments. The notification to Noventa shall include at least 1) the nature of the breach; 2) the time and duration of the breach; 3) the categories of data and approximate amount of personal data concerned; 4) the identified and potential consequences of the breach; and 5) the measures taken or planned to address the breach and mitigate its consequences, including any potential risks. The Processor shall take all reasonable measures to mitigate the (potential) damage resulting from the breach. Upon Noventa's request, the Processor shall provide any additional information with regard to the breach and reasonably assist Noventa in reporting the breach to a supervisory authority and/or the data subjects concerned;

- 3.10 assist Noventa fully with any request from a data subject for access to personal data held about them or any other request, allegation or complaint by a competent authority or data subject, including promptly notifying Noventa in writing of receipt of any such notice or request;
- 3.11 at the direction of Noventa delete or return to Noventa all personal data and delete existing copies, unless applicable law requires the retention of the personal data;
- 3.12 not process personal data outside the European Economic Area ("**EEA**"), or in countries without an adequate level of data protection according to the country list of the competent authorities, without the prior written consent of Noventa. A prerequisite for Noventa's consent is that the Processor:
 - a) concludes an agreement on the transfer of data in the form prescribed by data protection legislation (e.g. the EU Model Clauses with the necessary amendments under Swiss law or equivalent clauses); or
 - b) ensures in another way that the data transfer complies with data protection legislation.

Notwithstanding this clause, the Processor shall always inform Noventa in advance of any processing activities carried out outside the EEA or Switzerland.

- 4 The Processor agrees to indemnify and hold harmless Noventa from and against all liabilities, costs, expenses, damages and losses and all legal and professional costs and expenses incurred by Noventa as a result of the Processor or its employees or agents failing to fulfil their obligations under this Annex.
- 5 Any breach of this Annex by the Processor shall be deemed a material breach of the GPC and shall entitle Noventa to terminate for cause the cooperation.
- 6 The provisions of this Annex shall also apply after the end of the cooperation as long as the Processor is still in possession of Noventa's personal data.