

This text is for information purposes only for international customers; in case of questions of interpretation the German version shall prevail.

Contract for order processing pursuant to Art. 28 of GDPR

between you as the Data Controller (hereinafter referred to as "**Client**") of a requested or already existing administrative access to our survey platform LamaPoll in accordance with our General Terms and Conditions for the Use of LamaPoll (GTC) and us,

Lamano GmbH & Co. KG
Frankfurter Allee 69
10247 Berlin

- Operator of the online survey service "LamaPoll" at www.lamapoll.de -

as the **Processor** (hereinafter referred to as "**Contractor**")

Preamble

In accordance with a separately issued order, the Contractor shall provide the services listed in Section 2, which are clarified and summarized in more detail. An essential part of this separately issued order is the processing of data, usually of a personal nature, for the Client. In particular, Art. 28 GDPR places certain requirements on such order processing. To meet these requirements, the Parties conclude the following contract, which applies to all activities of the Contractor for the Client in connection with the separately placed order.

§ 1 Definitions of terms

For the terms used in this Agreement for which Art. 4 of the GDPR provides a definition, the statutory definition in the version applicable at the time of the conclusion of the Agreement shall also apply to this Agreement.

§ 2 Subject matter of the Main Contract; scope, purpose and type of processing of personal data

- (1) In accordance with a separate contract between the Contractor and the Client - which is based on the Contractor's "General Terms and Conditions for the Use of LamaPoll" ("Main Contract") - the Contractor technically provides the Client with its online platform (sometimes also called "survey platform"), with which the Client is able to plan, carry out and also evaluate his own online surveys using the Contractor's technical infrastructure (hardware and software). The Client's surveys which he actually plans, carries out and evaluates using the Contractor's infrastructure are subject to the sole legal responsibility of the Client (for example, also with a view to the legal admissibility of questions to be asked, answering options specified

by him, the inclusion of persons for the purpose of participating in surveys as well as, for example, with regard to the evaluation and use of any answers received). The entire actual use of the Contractor's survey infrastructure by the Client in accordance with the Main Contract is subject solely to the Client's specifications made through mere technical configuration and thus also solely to his legal assessment and legal responsibility with regard to the admissibility of his surveys. After all this, the Client is completely free to plan, define, publish, conduct and evaluate his surveys under his own responsibility.

He is therefore limited on a factual level - regardless of the legal situation in the individual case - solely by circumstances which may be technically possible in the individual case and for this reason is entirely solely responsible in every respect - and in particular also legally - for his surveys carried out by means of the Contractor's infrastructure.

In the course of this technical, order-based provision of the Contractor's online platform, the Contractor, as the technical operator of the survey platform, naturally also receives potential access to and contact with any resulting data, which may be of a personal nature. However, the Contractor processes these exclusively on behalf of and solely according to the instructions of the Client.

- (2) With regard to the scope of the data processing, depending on the specific use of the Contractor's online platform by the Client in individual cases (instructions), all processes and/or series of processes in connection with personal data carried out with and/or without the aid of automated processes such as, in particular, the collection, recording, organization, ordering, storage, adaptation or modification, reading, querying, use, disclosure by transmission, dissemination or other forms of provision, comparison or linking, the restriction, deletion or destruction by the Contractor for the Client come into consideration.
- (3) The purpose of this data processing by the Contractor for the Client is to enable the Client to design, manage, conduct and evaluate any technically arbitrary online surveys, whereby the specific survey content, survey participants, survey evaluations, etc. are solely the responsibility of the Client and are specified through appropriate configuration and planning.
- (4) The Client is solely responsible for assessing and ensuring the legitimacy of data processing.
- (5) The Parties conclude this contract to specify their mutual rights and obligations under data protection law. In case of doubt, the provisions of this contract relating to data protection take precedence over the provisions of the Main Contract.
- (6) The provisions of this contract apply to all activities in connection with the Main Contract in which the Contractor and his employees and/or agents come into contact with personal data originating from or collected for or by the Client.
- (7) The term of this contract is based on the term of the Main Contract, provided that the following provisions do not result in additional obligations or rights of termination.

§ 3 Instructions

- (1) The Contractor may only collect, process or use data within the framework of the Main Contract and in accordance with the instructions of the Client; this applies in particular with regard to the transfer of personal data to a third country or an international organization.

If the Contractor is obliged to carry out further processing by the law of the European Union or of the member states to which he is subject, he shall notify the Client of these legal requirements prior to processing, unless the law in question prohibits such communication due to a significant public interest.

- (2) The Client's instructions are given, supplemented, changed or replaced electronically via the administration area for the operation of the Contractor's online platform ("backend") provided to the Client with password protection in such a way that the Contractor can specify in detail through its software settings via its administrative access how online surveys are to be conceptualized, saved, carried out, evaluated and also terminated again and ultimately deleted for the Client. In addition, the Client can also issue, supplement, change or replace individual instructions in writing and in text form. The Client is entitled to issue appropriate instructions at any time. This also includes instructions regarding the correction, deletion and blocking of data.
- (3) Insofar as the Client sets up additional administrative access (authentication via username and password) to the Contractor's online system, he shall designate these to the Contractor as being authorized to give instructions to the Client under data protection law within the meaning of this contract.
- (4) All instructions issued are to be documented by both the Client and the Contractor. Instructions which go beyond the service agreed in the Main Contract are treated as a request for a change in service.
- (5) If the Contractor is of the opinion that an instruction of the Client violates data protection regulations, he must inform the Client immediately. The Contractor is entitled to suspend implementation of the relevant instruction(s) until confirmed or modified by the Client. The Contractor may refuse to carry out instructions which are obviously illegal, including instructions which are contrary to contract law with regard to the Main Contract.

§ 4 Special information obligations of the Client

- (1) From the functioning of the Client's survey platform, from the underlying Main Contract between the Client and Contractor and also from §§ 2 and 3 of this contract, it follows that the Client alone is responsible for the format of his surveys. For this reason, it is the duty of the Client to ensure that all data processing carried out by the Client using the Contractor's infrastructure or by the Contractor on behalf of the Client, all affected by this data processing in accordance with the legal requirements, are comprehensively and accurately informed.

This applies, for example, to information obligations vis-à-vis Data Subjects pursuant to Articles 13 and 14 GDPR, which the Client has to fulfill due to the way the survey platform works, provided that he uses the Contractor's survey platform.

- (2) For this purpose, the Contractor provides the Client with technical options which enable the Client to comply with his information obligations to the extent that the Client can (also) post data protection information to fulfill his information obligations and configure their display so that - for example when conducting surveys - they can always be viewed prominently and made clearly visible to the Data Subject.
- (3) In order to enable the Client to complete and correct the content of the data protection information to the Data Subjects, the Contractor shall always provide the Client with the latest "Supplementary information for the Client on the data processing operations which are technically possible for him using the contractor's online platform" in his administrative access, which enables the Client to receive all the information which

is relevant for the Client in order to be able to fully and accurately inform the Data Subjects about the fulfillment of the data protection requirements (for example with regard to the storage period of specific data).

- (4) In the event that the Client needs information which goes beyond the information mentioned in § 4 (3) and must be always available online for the Client in order for him to be able to fulfill his notification obligations, he shall immediately contact the Contractor, who shall send him any further necessary information on this.
- (5) The Client is obliged to create correct, complete and legally compliant data protection information regarding the use of the Contractor's survey platform and to store this for use before using the Contractor's survey platform or before letting it be used by the Contractor.
- (6) The Client is solely responsible for the lawfulness of the processing of the data from his surveys and for safeguarding the rights of the Data Subjects, including in the relationship between the parties.

§ 5 Type of data processed, group of Data Subjects

- (1) With regard to the type of data processed for the Client, depending on the specific use of the Contractor's online platform, all conceivable types and categories of personal data come into consideration at the Client's choice in individual cases (instructions); in particular (but not exclusively), for example, "special categories" of personal data pursuant to art. 9 GDPR, personal data pursuant to art. 10 GDPR and/or possibly also data which are subject to a special professional secrecy obligation within the meaning of § 203 StGB from further legal norms.
- (2) The categories of Data Subjects are also subject to the unrestricted and sole disposition of the Client, so that in particular (but not exclusively) employees, interested parties, suppliers, customers, patients, clients, visitors and/or applicants can be considered Data Subjects at the Client's choice.

§ 6 Protective measures of the Contractor

- (1) The Contractor is obliged to observe the statutory provisions on data protection and not to pass on information obtained from the Client's area to third parties or to suspend their access. Documents and data must be protected against unauthorized access, taking into account the state of the art.
- (2) In his area of responsibility, the Contractor shall design the internal organization so that it meets special data protection requirements. He shall take all necessary measures for the appropriate protection of the Client's data pursuant to art. 32 GDPR, in particular at least those which are listed in the appendix "Description of the technical and organizational security measures", which is attached to this contract and can also be viewed on the website www.lamapoll.de. This appendix shows the minimum technical and organizational measures in the following areas
 - Access monitoring
 - Entry controls
 - Access controls
 - Disclosure monitoring
 - Data entry monitoring
 - Order monitoring

- Availability monitoring
- Separation monitoring

The Contractor reserves the right to change the security measures taken, but must ensure that the level of protection does not fall below the contractually agreed level.

- (3) On the part of the Contractor, Mr. Notev, as the Contractor's managing partner, is available as a contact person for all questions relating to data protection. Mr. Notev can be contacted by email at (support@lamapoll.de) and by post at (LamaPoll - Notev – Frankfurter Allee 69 - 10247 Berlin). In addition, the Contractor has also appointed a company data protection officer, whom you can contact by email at (reg@lamapoll.de) and by post at (LamaPoll DSB – Frankfurter Allee 69 - 10247 Berlin).
- (4) Persons employed in data processing shall not collect, process or use personal data without authorization (confidentiality). The Contractor shall oblige all persons entrusted by him with the processing and fulfilment of this contract (hereinafter referred to as Employees) accordingly (obligation of confidentiality, art. 28 para. 3 lit. b GDPR) and with due care to ensure compliance with this obligation. These obligations shall be such that they continue to apply even after termination of this Contract or of the employment relationship between the Employee and the Contractor. Upon request, the obligations are to be proved to the Client in an appropriate manner.

§ 7 Duties of the Contractor to provide information

- (1) In the event of disruptions in the processing activities, suspected data protection violations or breaches of contractual obligations of the Contractor or suspected other security-relevant incidents at the Contractor, at persons employed by it within the scope of the contract or by third parties, the Contractor shall immediately inform the Client in writing or text form. The same shall apply to audits of the Contractor by a data protection supervisory authority which concern processing operations or facts relevant to the Client. The notification of a personal data breach shall contain the following information as far as possible:
 - (a) a description of the nature of the breach of the protection of personal data, indicating where possible the categories and number of Data Subjects, the categories concerned and the number of personal data records concerned;
 - (b) a description of the probable consequences of the injury;
 - (c) a description of the measures taken or proposed by the Contractor to remedy the injury and, where appropriate, measures to mitigate its possible adverse effects.
- (2) The Contractor shall immediately take the necessary measures to secure the data concerned and to mitigate any possible adverse consequences for the person(s) concerned, shall inform the Client thereof, shall request further instructions from the Client and shall provide the Client with further information at any time to the extent that the Client's data is affected by a breach pursuant to § 7 (1).
- (3) Should the Client's data held with the Contractor be at risk of seizure or confiscation, by insolvency or composition proceedings or by other events or measures of third parties, the Contractor must inform the Client immediately, unless this is prohibited by a court or an official order. In this context, the Contractor shall immediately inform all competent authorities that the decision on the data lies exclusively with the Client.

- (4) The Contractor must inform the Client immediately of any significant changes to the security measures pursuant to Section 6 (2).
- (5) The Contractor shall keep a list of all categories of processing operations carried out on behalf of the Client which shall contain all the information referred to in art. 30 para. 2 GDPR. The list shall be made available to the client upon request.
- (6) The Contractor shall cooperate to an appropriate extent in the preparation of the procedure directory by the Client as well as in the preparation of a data protection impact assessment pursuant to Art. 35 of the GDPR and in any prior consultation with the data protection supervisory authorities pursuant to Art. 36 of the GDPR. The Contractor shall provide the Client with the required information in an appropriate manner.
- (7) Upon request, the Contractor shall also provide the Client with all other information necessary to prove compliance with the obligations set forth in Article 28 of the GDPR.

§ 8 Client's right to inspect

- (1) The Client shall satisfy itself of the technical and organizational measures of the Contractor prior to the commencement of data processing and thereafter on a regular basis. For this purpose, it may, for example, obtain information from the Contractor, obtain existing certificates from experts, certifications or internal audits or personally check the Contractor's technical and organizational measures during normal business hours - including by means of inspections - or have them checked by a competent third party, provided that this third party is not in a direct competitive relationship with the Contractor. Inspections generally require prior notification, unless an inspection without prior notification appears necessary, as otherwise the purpose of the inspection would be jeopardized. The Client shall carry out inspections only to the extent necessary. Controls may not lead to excessive impairments of the Contractor's business operations.
- (2) The Contractor undertakes to provide the Client with all information and evidence required to carry out an inspection of the Contractor's technical and organizational measures within a reasonable period of time upon the Client's verbal, textual or written request.
- (3) The Client shall document the result of the checks carried out by it and notify the Contractor thereof. In the event of errors or irregularities discovered by the Client, in particular during the inspection of order results, the Client shall inform the Contractor without delay. If facts are found during the inspection, the future avoidance of which requires changes to the ordered procedure, the Client shall inform the Contractor of the necessary procedural changes without delay.
- (4) Upon request, the Contractor shall provide the Client with a comprehensive and up-to-date data protection and security concept for order processing as well as for the authorized persons.
- (5) The Contractor shall prove the obligation of the employees according to § 6 (4) to the Client upon request.
- (6) The Client shall compensate the Contractor for the reasonable expenses incurred by the Contractor in the course of the inspection, unless the inspection became necessary due to a violation of the law or the contract by the Contractor.

§ 9 Employment of subcontractors

- (1) The contractually agreed services are also provided with the involvement of subcontractors of the Contractor, which are listed in the appendix "Subcontractors of the Contractor", which is part of this contract. In this appendix you will find a list of the subcontractors used, a list of the services we obtain from them and their contact details. The Client hereby grants the Contractor the general approval to involve other processors with regard to the processing of the Client's data.
- (2) The Contractor shall inform the Client about intended changes in relation to the involvement or replacement of further processors. In individual cases, the Client has the right to object to the commissioning of a potential additional processor. An objection may only be raised by the Client for an important reason which can be proven to the Contractor.

If the Client does not raise an objection within 14 days after receipt of the notification, his right to object to the corresponding assignment expires. If the Client objects, the Contractor is entitled to terminate the Main Contract and all its contractual components, as well as this contract, with one month's notice.

- (3) The contract between the Contractor and the further processor must impose the same obligations on the latter as the Contractor is encumbered with by virtue of this contract. The parties agree that this requirement is met if the contract has a level of protection corresponding to this contract or if the further processor is encumbered with the requirements set out in art. 28 para. 3 GDPR.
- (4) There is no involvement of subcontractors in a third country. The data processing shall take place exclusively within a Member State of the European Union or in another state which is party to the Contract on the European Economic Area.
- (5) A subcontractor relationship within the meaning of these provisions shall not exist if the Contractor commissions third parties with services which are to be regarded as purely ancillary services. This includes, for example, cleaning services, telecommunications services without specific reference to services provided by the Contractor to the Client, postal and courier services, transport services, guarding services.

§ 10 Enquiries and rights of Data Subjects

- (1) The Contractor shall support the contracting authority as far as possible with suitable technical and organizational measures in the fulfilment of its obligations under articles 12-22 and 32 and 36 GDPR.
- (2) If a Data Subject asserts rights directly against the Contractor, such as the provision of information, correction or deletion of his data, the Contractor shall not react independently, but shall instead immediately refer the Data Subject to the Client and wait for his instructions.
- (3) The Contractor shall provide the Client with information about the data stored for the Client, the recipients of the data to whom the Contractor forwards this information in accordance with the order, and also the purpose of the storage, if the Client does not have this information himself or cannot procure it himself.

§ 11 Liability; exemption

- (1) Liability under this contract shall be governed by the exclusions and limitations of liability set forth in the main contract.
- (2) Insofar as third parties assert claims against the Contractor, which are caused by a culpable breach by the Client of this contract or of one of his obligations as the Data Controller, the Client releases the Contractor from these claims upon first request.
- (3) The Client undertakes to release the Contractor from any fines imposed on the Contractor to the extent that the Client bears a share of the responsibility for the violation sanctioned by the fine.

§ 12 Extraordinary right of termination

The Parties can also terminate the Main Contract without notice, for example, if one of the contracting parties fails to meet its obligations under this contract or violates statutory data protection provisions with intent or due to gross negligence. In the case of simple - i.e. neither intentional nor grossly negligent - violations, an appropriate period is initially set within which the alleged violation can be remedied.

§ 13 Duration of the contract; termination of the Main Contract; data erasure

- (1) The term and termination of this contract is based on the provisions on the term and termination of the contract for the use of the so-called administrative access in accordance with the Main Contract. A termination of the administrative access in accordance with the Main Contract automatically results in the termination of this Contract. An isolated termination of this contract is excluded. However, an amicable cancellation of this contract remains possible; for example, for the purpose of and in the context of a later conclusion of a possibly revised version of this contract.
- (2) After the termination of the entire Main Contract or at any time upon request, the Contractor shall return all documents, data and data carriers to the Client or delete them at the Client's request, unless the Contractor is legally obliged to continue to store the data relating to the Client's order. This also applies to any backups made by the Contractor. The Contractor shall provide documented proof of the proper deletion of any data still available.
- (3) The Client has the right to check the complete and contractual return or deletion of the data by the Contractor in an appropriate manner.
- (4) The Contractor is obligated to treat confidentially the data which have been made known to him in connection with the Main Contract even after the end of the Main Contract. This contract shall remain valid beyond the end of the Main Contract as long as the Contractor has access to personal data provided to him by the Client or which he has collected on the Client's behalf.
- (5) Documentation which serves to prove the order-related and proper processing of the data relating to the Client's order may be kept by the Contractor even after the end of the contract.

§ 14 Final provisions

- (1) Changes and additions to this contract must be made in writing. This also applies to the abolition of this text form requirement. The priority of individual contractual contracts remains unaffected by this.
- (2) The law of the Federal Republic of Germany applies, to the exclusion of the UN Sales Law. Mandatory provisions of the state where you habitually reside remain unaffected.
- (3) The exclusive place of jurisdiction for contracts between us and businesspeople, legal entities under public law or special funds under public law is the court responsible for our place of business in Berlin.

Appendices

Appendix 1: Presentation of the technical and organizational security measures

Appendix 2: Subcontractors of the Contractor

This contract was concluded electronically with the Contractor.

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Die Entwicklung und der Betrieb von LamaPoll ist nach den strengen ISO/IEC 27001 Richtlinien zertifiziert



Appendix 1: Presentation of the technical and organizational security measures

Preamble

According to art. 32 GDPR, Lamano as a processor, "taking into account the state of the art, the type, the scope, the circumstances, the purposes of the processing, the implementation costs and the different probabilities of the occurrence and severity of the risk to the rights and freedoms of natural persons", must take suitable technical and organizational measures to protect the confidentiality of personal data.

According to art. 32 GDPR, which measures are appropriate is determined by the risk. It always depends on the risks to the Data Subjects, not on the risks to the Data Controller or the company. GDPR does not provide for a definition of the risk. From recitals 75 and 94 of the GDPR, however, it can be deduced that determining the risk depends on the severity of the damage on the one hand and the likelihood of its occurrence on the other. The damage can be "physical, material or immaterial" such as "discrimination, identity theft or fraud, financial loss, damage to reputation".

Since the authority over the data of the participants concerned lies with the creators of an online survey, and Lamano has no influence on which data are collected in detail (it cannot therefore be ruled out that survey participants may also receive sensitive information within the meaning of art. 9 GDPR, such as ethnic origin, political opinions, health data), Lamano used a very high level of risk when designing the technical and organizational measures. As a precaution, the technical security measures meet the highest security standards.

The technical and organizational measures taken are described in detail below:

1. Confidentiality

1.1. Access monitoring

- Access authorization and the handover of keys are carried out exclusively by management and are documented in writing.
- If someone outside the company needs access to the office space, they will be accompanied by a LamaPoll employee.
- The office building is under video surveillance.

The following applies to the data centers used:

Unauthorized persons are to be denied access to rooms in which data processing systems are housed.

- Definition of security areas
- Creation of effective access protection
- Logging of access
- Determination of authorized persons
- Administration/documentation for person-related access authorizations
- Accompaniment of external personnel
- Monitoring of the rooms
- 24/7 staffing of the computer centers
- Video surveillance at the entrances and exits, security gates and server rooms

1.2. Entry controls

- Determination of the protection requirements
- Definition of authorized persons
- Systems are accessed with authentication through individual user ID and password
- Passwords must comply with our password policy
- Access authorizations are granted exclusively by the management and documented in writing
- Our systems are protected from unauthorized access by firewalls and anti-virus software
- All workplaces (PC, tablets, test devices) are password-protected when leaving the workplace
- Brute force protection, blocking, reporting in the event of unsuccessful attempts
- Logging of access
- Monitoring of critical IT systems
- Administration and documentation of personal authentication media and access authorizations

1.3. Access controls

Access to our systems as well as the survey tool takes place with authentication through individual user ID and password. Passwords must comply with our password policy. LamaPoll is protected against brute force attacks.

Servers are secured with a firewall and anti-virus software. Access to the server is only possible by authorized employees using individual RSA keys. Logging of user actions both on the LamaPoll side and on the server side, regular evaluation and monitoring (electronic reporting in the event of faults and suspected incidents). Authorization is based on a defined authorization concept. Administration and documentation of personal access authorizations. The assignment of minimum authorizations and the avoidance of a concentration of functions are strictly observed.

1.4. Separation monitoring

The storage takes place separately for each client. Order data (survey results) and contract data (name, address, etc. of the contractual partner) are also stored separately from one another. The separation is implemented by the client ID.

The data backup, test system and production system are physically and logically separated.

2. Integrity

2.1. Disclosure monitoring

No disclosure, transmission, transfer or transport of personal data by our employees in the system is intended. All employees are committed to confidentiality, are subject to our confidentiality obligation and are regularly trained in handling confidential and personal data. Data exported as part of customer support are only transmitted in an encrypted form and are not saved, but irretrievably deleted after the support. The export is logged. Furthermore:

- Determination of entities/persons authorized to receive/pass on
- Logging of transmissions according to the logging concept
- Secure data transfer between server and client
- Securing the transmission in the backend
- Hardening of the backend systems
- Implementation of machine-to-machine authentication
- Secure storage of data, including backups

2.2. Data entry monitoring

All entries are made by the client himself. The logging of user actions makes it possible to check who, when and how entered, changed or deleted personal data.

3. Availability and reliability

3.1. Availability and reliability (art. 32 para. 1 lit. b GDPR)

Self-sufficient and redundant power supply, cooling and internet connection in the data centers. All data are stored in a RAID 1 array. This means that all hard drives are redundant and mirrored. In the event of a hard drive failure,

a replacement hard drive takes over automatically and without interrupting our service. LamaPoll is always offered without interruption.

All data are backed up on a daily basis. The backup is encrypted (AES-256) on physically separate storage media. This guarantees optimal protection against data loss.

Our programmers follow a catalog of coding guidelines, which guarantee secure and stable programming of LamaPoll and protect against data manipulation and loss.

Operating systems and applications used are always updated and always use the latest patches.

Summary:

- Redundancy of primary technology
- Redundancy of the communication links
- Permanently active DDoS protection.
- Monitoring
- Resource planning and provision
- Defense against system-damaging abuse
- Data backup concepts and implementation
- Regular inspection of the emergency facilities
- Backup and recovery concept with daily backup of all relevant data.
- Expert use of protection programs (virus scanners, firewalls, encryption programs, SPAM filters).

3.2. Recoverability

The Contractor guarantees the ability to quickly restore the availability of personal data and access to them in the event of a physical or technical incident by the following measures:

Documented backup procedures and regular backup copies are available. The backups are made daily, are encrypted and are physically and spatially separated from the system. The condition and process are subject to regular checks. There are tried and tested processes for importing the backups (restoring).

The results of surveys are saved and synchronized on several (>2) servers in parallel, and a backup server steps in in the event of incidents.

4. Procedures for periodic review, assessment and evaluation

4.1. Order control (art. 32 para. 3 and 4 GDPR in accordance with art. 28 para. 3 and 4)

The logging of user actions guarantees processing in accordance with the client's instructions. The order processing contract according to art. 28 EU GDPR specifies the rights and obligations of the client and the contractor (LamaPoll).

All employees are trained in handling personal data.

For order control in the server rooms:

Our employees know the purpose of data processing. They receive written instructions on how to handle personal data.

An IT organization manual / IT security concept is available. Subcontracting relationships are commissioned in writing. The following applies: the contractors are selected based on suitable guarantees, and an order processing contract is concluded with each contractor.

4.2. Privacy management

The contractor guarantees a process for the regular review and evaluation of the effectiveness of the technical and organizational protective measures. This takes place through:

- A data protection officer was appointed in writing.
- All employees have been obliged and instructed in writing to comply with data protection regulations.
- The employees entrusted with the data processing were made aware of their duty to maintain confidentiality regarding company and business secrets.
- The employees entrusted with data processing were familiarized with the provisions of the Federal Data Protection Act and other provisions on data protection in data protection training courses.
- If there are functional overlaps for organizational reasons, the four-eyes principle is applied and documented.
- There is a defined substitute regulation within function groups.

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Die Entwicklung und der Betrieb von LamaPoll ist nach den strengen ISO/IEC 27001 Richtlinien zertifiziert



Appendix 2: Subcontractors of the Contractor

The contractually agreed services will be performed using certified German subcontractors.

The current subcontractors with address, contact person for data protection as well as their partial performance, please refer to the following document:

<https://app.lamapoll.de/contracts/downloadLatestSUB>

Subcontractors of the Contractor 09.2023

The contractually agreed services or the partial services described below are carried out with the involvement of the following subcontractors:

Name and address of sub-contractor	Contact person for privacy	Description of the services rendered
Strato AG Pascalstraße 10 10587 Berlin	datenschutz@strato.de	Server hosting, data center operator
Hetzner Online GmbH Industriestraße 25 91710 Gunzenhausen	data-protection@hetzner.com	Server hosting, data center operator
IONOS SE Elgendorfer Str. 57 56410 Montabaur	datenschutz@ionos.de	Server hosting, data center operator