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Data Processing Agreement pursuant to Art. 28 GDPR

between you as the Controller (hereinafter referred to as the “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 the “Contractor”)

Preamble

The Contractor shall provide the services described in more detail in § 2 below for the Client in accordance with a separately issued order. An essential part of this separately issued order is the processing of data, which as a rule also includes personal data, for the Client. In particular, Art. 28 GDPR sets out certain requirements for such processing. To comply with these requirements, the parties enter into the following agreement, which applies to all activities of the Contractor for the Client in connection with the separately issued order.

§ 1 Definitions

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

§ 2 Subject Matter of the Main Contract; Scope and Purpose of the Processing of Personal Data

(1) The Contractor provides the Client, in accordance with a separate agreement between the Contractor and the Client – based on the provisions of the “General Terms and Conditions for the Use of LamaPoll” of the Contractor (“Main Contract”) – with its online platform (also referred to herein as the “survey platform”) for technical use, by means of which the Client, using the technical infrastructure of the Contractor (both hardware and software), is able to plan, conduct, and evaluate its own online surveys. The surveys of the Client, which the Client actually plans, conducts, and evaluates using the Contractor’s infrastructure, are subject to the sole legal responsibility of the Client (for example, also with regard to the legal admissibility of questions to be asked, answer options predefined by the Client, the inclusion of persons for the purpose of participation in surveys, as well as, for example, with regard to the evaluation and use of any responses 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 specifications made by the Client through mere technical configuration and thus also solely to the Client’s legal assessment and legal responsibility with regard to the admissibility of its surveys. In view of all the foregoing, the Client is entirely free in the planning, definition, publication, conduct, and evaluation of its surveys under its own sole responsibility.

The Client is thus on a factual level – regardless of the legal situation in individual cases – limited solely by circumstances that may be technically predetermined in individual cases and is for this reason also entirely and solely responsible for its surveys using the Contractor’s infrastructure in every respect, and in particular also legally responsible.

In the course of this technical, contractual provision of the Contractor’s online platform, the Contractor, as the technical operator of the survey platform, naturally also potentially gains access to any data generated

in this process, which may also include personal data, or comes into contact with such data. However, the Contractor processes this data exclusively on behalf of and solely according to the instructions of the Client.

(2) With regard to the scope of data processing, depending on the specific use of the Contractor's online platform by the Client in individual cases (instruction), in principle all operations and/or series of operations carried out with and/or without the aid of automated procedures in connection with personal data may be considered, in particular the collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination, or otherwise making available, alignment or combination, restriction, erasure, or destruction by the Contractor for the Client.

(3) The purpose of this data processing by the Contractor for the Client is to enable the Client to design, manage, conduct, and evaluate technically any online surveys, whereby the specific survey content, survey participants, survey evaluations, etc. are solely the responsibility of and specified by the Client through corresponding configuration and planning.

(4) The assessment and ensuring of the lawfulness of data processing is solely the responsibility of the Client.

(5) To specify the mutual data protection rights and obligations, the parties enter into this present agreement. In case of doubt, the data protection provisions of this agreement shall take precedence over the provisions of the Main Contract.

(6) The provisions of this agreement shall apply to all activities related to the Main Contract in which the Contractor and its employees and/or persons commissioned by the Contractor come into contact with personal data originating from the Client or collected for or by the Client.

(7) The term of this agreement shall be governed by the term of the Main Contract, unless the following provisions provide for obligations or termination rights extending beyond this.

§ 3 Instructions

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

If the Contractor is required to carry out further processing by the law of the European Union or the Member States to which it is subject, it shall inform the Client of these legal requirements before the processing, unless the relevant law prohibits such notification on grounds of an important public interest.

(2) The Client's instructions are issued, supplemented, amended, or replaced to the Contractor in particular electronically via the password-protected administration area provided to the Client for operating the Contractor's online platform ("Backend"), in such a way that the Client specifies in detail through its software-side settings via its administration access how online surveys are to be designed, stored, conducted, evaluated, and also terminated and ultimately deleted for the Client. In addition, the Client may also issue, supplement, amend, or replace individual instructions in written or text form. The Client is entitled to issue corresponding instructions at any time. This also includes instructions with regard to the correction, deletion, and blocking of data.

(3) Insofar as the Client sets up additional administration accesses (authentication via username and password) for persons to the Contractor's online system, the Client thereby designates these persons to the Contractor as also being authorised to issue instructions on behalf of the Client in the sense of this agreement with regard to data protection.

(4) All instructions issued must be documented by both the Client and the Contractor. Instructions that go beyond the services agreed upon in the Main Contract shall be treated as a request for a change of services.

(5) If the Contractor is of the opinion that an instruction of the Client violates data protection regulations, it shall immediately notify the Client thereof. The Contractor shall be entitled to suspend the execution of the relevant instruction until it is confirmed or amended by the Client. The Contractor may refuse to carry out instructions that are obviously unlawful, including instructions that are in breach of contract with regard to the Main Contract.

§ 4 Special Information Obligations of the Client

(1) From the functionality of the Client's survey platform, from the underlying Main Contract between the Client and the Contractor, and also from §§ 2 and 3 of this agreement, it follows that the Client alone is responsible for the whether and how of its surveys. For this reason, it is the Client's obligation to ensure without fail that in all data processing operations carried out by the Client using the Contractor's infrastructure or carried out by the Contractor on behalf of the Client, all data subjects affected by such data processing are comprehensively and accurately informed in accordance with the statutory requirements.

This concerns, for example, information obligations towards data subjects pursuant to Art. 13 and 14 GDPR, which, due to the functionality of the survey platform, the Client must fulfil insofar as the Client uses the Contractor's survey platform.

(2) For this purpose, the Contractor provides the Client with technical capabilities that enable the Client to fulfil its information obligations insofar as the Client can enter data protection notices (also) for the fulfilment of its information obligations in terms of content and configure their display in such a way that these – for example during the conduct of surveys – can always be viewed prominently and in a clearly visible manner by the data subject.

(3) In order to enable the Client to create complete and correct data protection notices for data subjects in terms of content, the Contractor also provides the Client at all times with up-to-date "Supplementary Notes for the Client on the Data Processing Operations Technically Available to the Client via the Contractor's Online Platform" in its administration access, which enable the Client to obtain all information relevant to the Client in order to be able to inform data subjects completely and accurately in fulfilment of the data protection requirements (for example, with regard to the storage duration of specific data).

(4) In the event that the Client requires information in individual cases beyond the notes referred to in § 4 (3), which are always available online to the Client, in order to fulfil its notification obligations, the Client shall immediately contact the Contractor, who will provide the Client with all further necessary information in this regard.

(5) The Client is obligated to create substantively accurate, complete, and legally compliant data protection notices concerning the use of the Contractor's survey platform and to deposit these for use before using the Contractor's survey platform or having it used on its behalf by the Contractor.

(6) The Client is solely responsible for the lawfulness of the processing of the data of its surveys as well as for safeguarding the rights of data subjects, also in the relationship between the parties to each other.

§ 5 Types of Data Processed, Categories of Data Subjects

(1) With regard to the types of data processed for the Client, depending on the specific use of the Contractor's online platform at the Client's choice in individual cases (instruction), in principle all conceivable types and categories of personal data may be considered; 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 potentially also data that is subject to a special professional confidentiality obligation within the meaning of § 203 StGB (German Criminal Code) arising from further legal provisions.

(2) Likewise, 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 may be considered as data subjects at the Client's choice.

§ 6 Protective Measures of the Contractor

(1) The Contractor is obligated to observe the statutory provisions on data protection and not to disclose information obtained from the Client's domain to third parties or to expose it to their access. Documents and data shall be secured against disclosure to unauthorised persons, taking into account the state of the art.

(2) The Contractor shall organise its internal operations within its area of responsibility in such a way as to meet the special requirements of data protection. It shall take all necessary measures for the appropriate protection of the Client's data pursuant to Art. 32 GDPR, in particular also those listed in the Annex "Description of Technical and Organisational Security Measures", which is appended to this agreement and is also available on the website www.lamapoll.de. This Annex sets out the minimum technical and organisational measures in the following areas:

- Access control (physical)
- System access control
- Data access control
- Data transfer control
- Input control
- Order control
- Availability control
- Separation control

A modification of the security measures taken shall remain reserved to the Contractor in order to ensure dynamic, successive adjustments, whereby the Contractor shall ensure that the contractually agreed level of protection is not undercut.

(3) On the Contractor's side, Mr. Notev, as managing partner of the Contractor, is available as a contact person for all data protection matters. 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, who can be reached by email at (reg@lamapoll.de) and by post at (LamaPoll DSB – Frankfurter Allee 69 – 10247 Berlin).

(4) Persons employed by the Contractor in data processing are prohibited from collecting, processing, or using personal data without authorisation. The Contractor shall first obligate all persons entrusted by the Contractor with the processing and fulfilment of this agreement (hereinafter referred to as employees) accordingly in advance (obligation of confidentiality, Art. 28(3)(b) GDPR) and shall ensure compliance with this obligation with due diligence. These obligations must be formulated so that they continue to exist even after the termination of this agreement or the employment relationship between the employee and the Contractor. The Client shall be provided with proof of the obligations in an appropriate manner upon request.

§ 7 Information Obligations of the Contractor

(1) In the event of disruptions to the processing activities, suspected data protection breaches or breaches of contractual obligations of the Contractor, or suspected other security-relevant incidents at the Contractor, at persons employed by the Contractor in connection with the order, or by third parties, the Contractor shall inform the Client without delay in written or text form. The same shall apply to inspections of the Contractor by a data protection supervisory authority that concern processing operations or facts relevant to the Client. The notification of a personal data breach shall contain, where possible, the following information:

(2) a description of the nature of the personal data breach, where possible including the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned;

(3) a description of the likely consequences of the breach;

(4) a description of the measures taken or proposed by the Contractor to address the breach, including, where appropriate, measures to mitigate its possible adverse effects.

(5) The Contractor shall immediately take the necessary measures to secure the affected data and to mitigate possible adverse consequences for the affected person(s), inform the Client thereof, request further instructions from the Client, and provide the Client with further information at any time, insofar as the Client's data is affected by a breach under § 7 (1).

(6) If the Client's data at the Contractor is jeopardised by seizure or confiscation, by insolvency or composition proceedings, or by other events or measures of third parties, the Contractor shall inform the Client without delay, unless prohibited from doing so by judicial or official order. In this

context, the Contractor shall immediately inform all relevant bodies that decision-making authority over the data lies exclusively with the Client.

(7) The Contractor shall notify the Client without delay of any material changes to the security measures pursuant to § 6 (2).

(8) The Contractor shall maintain a record of all categories of processing activities carried out on behalf of the Client, containing all information pursuant to Art. 30(2) GDPR. The record shall be made available to the Client upon request.

(9) The Contractor shall cooperate to a reasonable extent in the preparation of the register of processing activities by the Client, in the preparation of a data protection impact assessment pursuant to Art. 35 GDPR, and in any prior consultation of data protection supervisory authorities pursuant to Art. 36 GDPR. It shall communicate the respectively required information to the Client in an appropriate manner.

(10) The Contractor shall also provide the Client with all other necessary information to demonstrate compliance with the obligations laid down in Art. 28 GDPR upon request.

§ 8 Control Rights of the Client

(1) Before commencing data processing and thereafter on a regular basis, the Client shall satisfy itself of the Contractor's technical and organisational measures. For this purpose, the Client may, for example, obtain information from the Contractor, have existing certifications from experts, certifications, or internal audits presented, or personally inspect or have inspected by a qualified third party the Contractor's technical and organisational measures during normal business hours – including by way of inspections – provided that such third party is not in a direct competitive relationship with the Contractor. Inspections generally require prior notice, unless an inspection without prior notice appears necessary because the purpose of the inspection would otherwise be jeopardised. The Client shall conduct inspections only to the extent necessary. Inspections must not lead to excessive disruption of the Contractor's business operations.

(2) The Contractor undertakes to provide the Client, upon the Client's oral, textual, or written request, within a reasonable period, with all information and evidence necessary to carry out an inspection of the Contractor's technical and organisational measures.

(3) The Client shall document the results of inspections carried out and communicate them to the Contractor. In the event of errors or irregularities identified by the Client, in particular during the review of order results, the Client shall inform the Contractor without delay. If the inspection reveals facts whose future avoidance requires changes to the ordered procedural workflow, the Client shall immediately communicate the necessary procedural changes to the Contractor.

(4) The Contractor shall provide the Client, upon request, with a comprehensive and up-to-date data protection and security concept for the commissioned processing as well as information on persons authorised to access data.

(5) The Contractor shall demonstrate to the Client the obligation of employees pursuant to § 6 (4) upon request.

(6) The Client shall reimburse the Contractor for the reasonable expenses incurred in connection with the inspection, unless the inspection was necessary due to a breach of law or contract by the Contractor.

§ 9 Use of Subcontractors

(1) The contractually agreed services shall also be performed with the involvement of the subcontractors listed in the Annex "Subcontractors of the Contractor". This Annex contains a list of the subcontractors used, a list of the services procured by the Contractor from them, and their contact details.

(2) The Contractor is authorised, within the scope of its contractual obligations, to establish further subcontracting relationships with subcontractors as processors. It shall notify the Client of this without delay. The Client shall have the right to object to the engagement of a potential further processor. An objection may only be raised by the Client on substantive grounds.

Unless the Client objects within 14 days of receipt of the notification, its right of objection with regard to the relevant engagement shall lapse. If the Client objects, the Contractor shall be entitled to terminate the Main Contract and all its contractual components as well as this agreement with one month's notice.

(3) The Contractor is obligated to carefully select subcontractors based on their suitability and reliability, and in particular to ensure adequate guarantees with regard to the subcontractor's technical and organisational measures. When engaging subcontractors, the Contractor shall obligate them in accordance with the provisions of this agreement and ensure that the Client can exercise its rights under this agreement (in particular its audit and control rights) directly against the subcontractors.

(4) The involvement of subcontractors in a third country shall not take place. The contractually agreed data processing shall be carried out exclusively in a Member State of the European Union or in another Contracting State of the Agreement on the European Economic Area.

(5) A subcontracting relationship within the meaning of these provisions shall not exist where the Contractor engages third parties with services that are to be regarded as purely ancillary services. These include, for example, postal, transport, and shipping services, cleaning services, telecommunications services without specific reference to services provided by the Contractor for the Client, and security services.

§ 10 Requests and Rights of Data Subjects

(1) The Contractor shall support the Client, where possible, with appropriate technical and organisational measures in fulfilling its obligations under Art. 12–22. The Contractor shall also support the Client, taking into account the nature of the processing and the information available to the Contractor, in complying with the obligations referred to in Art. 32 to 36 GDPR.

(2) If a data subject asserts rights, such as the right to information, rectification, or erasure with regard to their data, directly against the Contractor, the Contractor shall not act independently but shall immediately refer the data subject to the Client and await the Client's instructions.

(3) The Contractor shall inform the Client of the data stored for the Client, the recipients of such data to whom the Contractor transmits this information on the basis of the order, and also the purpose of the storage, insofar as the Client does not have this information itself or cannot obtain it itself.

§ 11 Liability; Indemnification

(1) The liability exclusions and limitations set out in the Main Contract shall apply to liability under this agreement.

(2) Insofar as third parties assert claims against the Contractor that have their cause in a culpable breach by the Client of this agreement or of any of its obligations as the controller under data protection law, the Client shall indemnify the Contractor against such claims upon first request.

(3) The Client undertakes to also indemnify the Contractor upon first request against any fines imposed on the Contractor, to the extent that the Client bears a share of responsibility for the infringement sanctioned by the fine.

§ 12 Extraordinary Right of Termination

The parties may terminate the Main Contract without notice, for example, also if a contracting party fails to fulfil its obligations under this agreement or intentionally or through gross negligence violates statutory data protection provisions. In the case of simple – i.e. neither intentional nor grossly negligent – breaches, a reasonable deadline shall first be set within which the alleged breach can be remedied.

§ 13 Term of the Agreement; Termination of the Main Contract; Data Deletion; Duration of Processing

(1) The term and termination of this agreement shall be governed by the provisions on the term and termination of the contract for the use of the so-called administration access in accordance with the Main Contract. Termination of the administration access in accordance with the Main Contract shall automatically also result in the termination of this agreement. An isolated termination of this agreement is excluded. However, a mutual rescission of this agreement remains possible; for

example, for the purpose of and in the context of a later conclusion of a possibly revised version of this agreement.

(2) Upon completion of the provision of processing services, the Contractor shall, at the Client's choice, either delete or return to the Client all personal data and delete existing copies, unless Union law or the law of the Member States requires the storage of the personal data. The Contractor shall provide documented proof of the proper deletion of any remaining data.

(3) The Client shall have the right to verify the complete and contractually compliant return or deletion of data at the Contractor in an appropriate manner.

(4) The Contractor is obligated to treat the data that became known to it in connection with the Main Contract as confidential even beyond the end of the Main Contract. This agreement shall remain valid beyond the end of the Main Contract for as long as the Contractor holds personal data that was transmitted to it by the Client or that it processed for the Client – in particular also within the framework of the Main Contract.

(5) Documentation serving as proof of the orderly and proper processing of data in connection with the Client's order may be retained by the Contractor even after the end of the contract, provided that such documentation does not itself contain personal data.

(6) The Contractor shall process personal data for the Client for the duration for which the Contractor actually processes personal data.

§ 14 Final Provisions

(1) Amendments and additions to this agreement require text form. This shall also apply to the waiver of this text form requirement. The precedence of individual contractual agreements shall remain unaffected.

(2) The law of the Federal Republic of Germany shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods. Mandatory provisions of the state in which you have your habitual residence shall remain unaffected.

(3) The exclusive place of jurisdiction for contracts between us and merchants, legal entities under public law, or special funds under public law shall be the court having jurisdiction for our place of business in Berlin.

Annexes

Annex 1: Description of Technical and Organisational Security Measures

Annex 2: Subcontractors of the Contractor

This agreement was concluded electronically with the Contractor.

Annex 1: Description of Technical and Organisational Security Measures

Preamble

Pursuant to Art. 32 GDPR, Lamano as the Processor must, “taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons”, implement appropriate technical and organisational measures to protect the confidentiality of personal data.

Which measures are appropriate is determined, according to Art. 32 GDPR, by the risk. What matters is always the risks for the data subjects, not risks for the controller or the company. A definition of risk is not provided in the GDPR. However, from Recitals 75 and 94 to the GDPR, it can be derived that to determine the risk, both the severity of damage and the likelihood of its occurrence must be considered. The damage may be “physical, material and non-material” damage, such as “discrimination, identity theft or fraud, financial loss, damage to reputation”.

Since the sovereignty over the data of the affected participants lies with the creators of an online survey, and Lamano has no influence on which data is collected in individual cases (it is therefore not excluded that sensitive information within the meaning of Art. 9 GDPR may also be collected from survey participants, such as ethnic origin, political opinions, health data), Lamano has applied a very high risk level when designing the technical and organisational measures. The measures for technical security meet the highest security standards as a precaution.

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

1. Confidentiality

1.1. Physical Access Control

- Access authorisation and key handover are carried out exclusively by the management and documented in writing.
- If non-company personnel require access to the office premises, they are accompanied by a LamaPoll employee.
- The office building is under video surveillance.

For the data centres used:

Unauthorised persons must be prevented from accessing the premises in which data processing equipment is housed.

- Definition of security zones
- Implementation of effective physical access protection
- Logging of access
- Definition of persons authorised to access
- Management of personal access authorisations
- Escorting of external personnel
- Monitoring of rooms
- 24/7 staffing of the data centres
- Video surveillance at entrances and exits, security gates, and server rooms

1.2. System Access Control

- Definition of protection requirements
- Definition of authorised persons
- Access to systems requires authentication via individual user identification and password
- Passwords must comply with our password policy

- Access authorisations are granted exclusively by the management and documented in writing
- Our systems are protected against unauthorised access by firewalls and anti-virus software
- All workstations (PCs, tablets, test devices) are password-protected when the workstation is left unattended
- Brute-force protection, lockout, reporting on failed attempts
- Logging of access
- Monitoring of critical IT systems
- Management and documentation of personal authentication media and access authorisations

1.3. Data Access Control

Access to our systems as well as to the survey tool requires authentication via individual user identification and password. Passwords must comply with our password policy. LamaPoll is secured with protection against brute-force attacks. Servers are secured with firewalls and anti-virus software. Server access is only possible by authorised employees using individual RSA keys. Logging of user actions both on the LamaPoll and server side, regular evaluation as well as monitoring (electronic notification in case of disruptions and suspected incidents). Authorisations are granted according to a defined authorisation concept. Management and documentation of personal data access authorisations. Strict adherence to the principle of minimum authorisations and avoidance of concentration of functions.

1.4. Separation Control

Storage is carried out separately for each client. Order data (survey results) and contract data (name, address, etc. of the contracting party) are also stored separately from each other. Separation is implemented by means of client IDs.

Data backup, test system, and production system are physically and logically separated.

2. Integrity

2.1. Data Transfer Control

No transfer, transmission, or transport of personal data by our employees is provided for in the system. All employees are committed to confidentiality, are subject to our confidentiality obligation, and are regularly trained in the handling of confidential and personal data. Data exported in the course of customer support is exclusively transmitted in encrypted form and not stored, but irrecoverably deleted after the support case. The export is logged. Furthermore:

- Definition of instances/persons authorised to receive/transfer data
- Logging of transmissions in accordance with the logging concept
- Secure data transmission between server and client
- Securing of transmission in the backend
- Hardening of backend systems
- Implementation of machine-to-machine authentication
- Secure storage of data, including backups

2.2. Input Control

All entries are made by the Client itself. The logging of user actions enables verification of who entered, changed, or deleted personal data, and when and how.

3. Availability and Resilience

3.1. Availability and Resilience (Art. 32(1)(b) GDPR)

Autonomous and redundant power supply, cooling, and internet connectivity in the data centres. All data is 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 automatically takes over without interruption of our service. LamaPoll is offered as a matter of principle without interruption.

All data is backed up daily. The backup is encrypted (AES-256) on physically separated storage media. This ensures optimal protection against data loss.

Our programmers follow a catalogue of coding guidelines that ensure secure and stable programming of LamaPoll and protect against data manipulation and loss.

Operating systems and applications used are always kept up to date and always use the latest patches.

In summary:

- Redundancy of primary technology
- Redundancy of communication links
- Permanently active DDoS protection
- Monitoring
- Resource planning and provisioning
- Defence against system-loading abuse
- Data backup concepts and implementation
- Regular testing of emergency facilities
- Backup and recovery concept with daily backup of all relevant data
- Competent use of protection programs (virus scanners, firewalls, encryption programs, spam filters)

3.2. Recoverability

The Contractor ensures the ability to rapidly restore the availability of and access to personal data in the event of a physical or technical incident through the following measures:

A documented backup procedure and regular backup copies are in place. Backups are performed daily, are encrypted, and are stored physically and spatially separated from the system. The condition and process are subject to regular review. There are tested processes for restoring backups (recovery).

Survey results are simultaneously stored on and synchronised across multiple (>2) servers; in the event of incidents, a replacement server takes over.

4. Procedures for Regular Review, Assessment, and Evaluation

4.1. Order Control (Art. 32(3) and (4) GDPR in conjunction with Art. 28(3) and (4))

The logging of user actions guarantees processing in accordance with the Client’s instructions. The Data Processing Agreement pursuant to Art. 28 EU GDPR specifies the rights and obligations of the Client (Customer) and the Contractor (LamaPoll).

All employees are trained in the handling of personal data.

For the order control of the server rooms:

Our employees are aware of the data processing purpose. They receive written instructions on the handling of personal data.

An IT organisational handbook / IT security concept is in place. Subcontracting relationships are commissioned in writing. The following applies: Selection of contractors is based on adequate guarantees; a data processing agreement is concluded with each contractor.

4.2. Data Protection Management

The Contractor ensures a process for the regular review and assessment of the effectiveness of technical and organisational protective measures. This is achieved through:

- A data protection officer has been appointed in writing.
- All employees have been committed in writing to compliance with data protection regulations and instructed accordingly.
- Employees involved in data processing have been informed of their duty of confidentiality regarding trade and business secrets.
- Employees involved in data processing have been familiarised with the provisions of the Federal Data Protection Act and other data protection provisions in data protection training sessions.
- Where functional overlaps exist for organisational reasons, the four-eyes principle is applied and documented.
- A defined deputy arrangement exists within functional groups.

Annex 2: Subcontractors of the Contractor

The contractually agreed services are provided with the involvement of certified German subcontractors.

The list of sub-processors used is maintained in a separate, versioned document and is an integral part of this agreement: https://app.lamapoll.de/contracts/downloadLatestSUB