

Agreement

for a

order processing according to Art 28 GDPR

the responsible:

Blumatix Intelligence GmbH
Schwarzstrasse 48
5020 Salzburg

(hereinafter Blumatix)

the processor:

(hereinafter contractor)

1. SUBJECT OF THE AGREEMENT

- a) The subject of this order is the implementation of the following tasks: Labeling of documents in a web interface. The following steps are carried out:
- a) the contractor logs into the Blumatix web interface.
 - b) The web interface represents a document
 - c) The contractor marks the document characteristics sought on the document and assigns them a type. (e.g. invoice date, invoice number, ...)
 - d) The contractor clicks save.
 - e) The labels are stored in a database.
 - f) The web interface displays the next invoice.

The purpose of labeling is to record the target values (= the relevant document characteristics). Based on these values, machine learning models are created to predict accounting characteristics.

- b) The following data categories are processed:
- a) Contact and identification data e.g. name, surname, gender, address, date of birth, email address, telephone number, company, nationality, department, cost center, ID number, responsibilities & functions
 - b) Contract data e.g. purchased products, (financial) services, date of purchase contract, purchase price, special equipment, guarantees
 - c) Creditworthiness and bank data e.g. B. Payment behavior, balance sheets, data from credit agencies, score values, financial circumstances, account details, credit card number
 - d) Vehicle data, data generated during vehicle use, e.g. regarding license plate and chassis number
 - e) IT usage data e.g. UserID, roles, authorizations, login times, computer name, IP address, GID, Legic no.
 - f) accounting data
 - g) Data on personal/professional circumstances & characteristics, e.g. data on spouses or children, marital status, portrait photo, voluntary work, job title, professional career, length of service, tasks, activities, log file evaluation, entry and exit dates, qualifications, evaluations/assessments
- c) The following categories of data subjects are subject to processing:
- a. Employee
 - b. Business partner

2. DURATION OF AGREEMENT

The agreement is concluded for an indefinite period and can be terminated by either party without notice.

3. OBLIGATIONS AND RIGHTS OF THE CUSTOMER

- (1) Blumatix alone assesses the admissibility of the data processing and ensures that the rights of those affected are protected. Blumatix has the right to issue written instructions about the type and scope of data processing.
- (2) The customer generally issues all orders, partial orders and instructions in writing. Verbal instructions must be confirmed immediately in writing or in a documented electronic format.
- (3) Blumatix is obliged to treat confidentially all knowledge of business secrets and data security measures of the contractor obtained within the framework of the contractual relationship. This obligation remains in effect even after the termination of this contract.

4. CONTRACTOR OBLIGATIONS

- (1) The contractor undertakes to process data and processing results exclusively within the framework of Blumatix written orders. Copies or duplicates of the data are not made without the knowledge of Blumatix.
- (2) The contractor undertakes to treat any information resulting from the cooperation as strictly confidential and to ensure that unauthorized third parties cannot gain knowledge of it. This obligation to keep the information obtained confidential includes in particular the obligation not to use confidential or personal information for one's own competitive purposes.
- (3) The contractor declares in a legally binding manner that he has committed all persons commissioned with data processing to confidentiality before starting work or that they are subject to an appropriate statutory confidentiality obligation. In particular, the confidentiality obligation of the persons commissioned with data processing remains in force even after the end of their activity and departure from the contractor.
- (4) The contractor declares in a legally binding manner that he has taken all necessary measures to ensure the security of the processing in accordance with Article 32 GDPR (details can be found in Annex /1).
- (5) The contractor takes the technical and organizational measures so that Blumatix can fulfill the rights of the data subject under Chapter III of the GDPR (information, disclosure, correction and deletion, data transferability, objection, and automated decision-making in individual cases) within the statutory periods at any time and leaves all necessary information to the customer. The contractor may not correct, delete or restrict the processing of the data processed in the order on his own authority, but only in accordance with documented instructions from Blumatix. If a corresponding application is sent to the contractor and the latter indicates that the applicant mistakenly considers it to be Blumatix of the data application operated by him, the contractor must forward the application to Blumatix immediately and inform the applicant accordingly.
- (6) The contractor supports Blumatix in complying with the obligations specified in Articles 32 to 36 GDPR (data security measures, notifications of personal data breaches to the supervisory authority, notification of the person affected by a personal data breach, data protection impact assessment , prior consultation).
- (7) The contractor is advised that he must create a processing directory for the present order processing in accordance with Article 30 GDPR.
- (8) With regard to the processing of the data provided by him, the customer is granted the right to inspect and control the data processing facilities at any time, including third parties commissioned by him. The contractor undertakes to provide Blumatix with the

information necessary to monitor compliance with the obligations set out in this agreement.

- (9) After the end of this agreement, the contractor is obliged to hand over all processing results and documents containing data to Blumatix or to destroy them on his behalf, unless there is an obligation to store the personal data under Union law or the law of the Member States . If the contractor processes the data in a special technical format, he is obliged to store the data after the termination of this agreement either in this format or, at the request of Blumatix, in the format in which he received the data from Blumatix or in another, commonly used release format. Documentation that serves as proof of orderly and proper data processing must be retained by the contractor in accordance with the respective retention periods beyond the end of the contract.
- (10) The contractor declares in a legally binding manner that he has fulfilled all the necessary obligations under Art. 29 and Art. 32 (4) GDPR with regard to his employees.
- (11) Agreements on the technical and organizational measures as well as control and test documents are to be kept by the contractor for their period of validity and then for three full calendar years.
- (12) The contractor confirms that he is aware of the data protection regulations of the GDPR that are relevant to order processing. He also undertakes to observe the following confidentiality rules relevant to this order, which are the responsibility of Blumatix: Telecommunications secrecy § 88 TKG
- (13) The contractor must inform Blumatix immediately if he believes that an instruction from Blumatix violates data protection regulations of the Union or the Member States.

5. LOCATION OF PERFORMANCE OF DATA PROCESSING

All data processing activities are carried out exclusively within the EU, the EEA or in a country outside the EU that offers an adequate level of data protection in accordance with Article 45 GDPR.

6. SUB PROCESSOR

The contractor is not entitled to use a sub-processor.

7. PRIVACY NOTICE

Your personal data will only be processed for the fulfillment of the present contract and will not be used for any other purposes. The data processed for this purpose will be disclosed to Blumatix customers (a list of the recipients of the transmission can be requested from Blumatix at any time). Data collected for this reason will be stored for the duration of the statutory retention period and then deleted, unless there is a special reason for storage in individual cases that justifies or requires a longer storage period. You are entitled to assert the following data subject rights against Blumatix: right to information, correction, deletion, restriction, data transferability, objection, complaint to the Austrian data protection authority. Further information can also be found in our data protection declaration at <https://www.blumatix.at/content/DataPrivacyBlumatix.pdf>

8. FINAL PROVISIONS

- (1) The invalidity of a provision of this agreement does not affect the validity of the remaining provisions. Should a provision prove to be ineffective, the parties will replace it with a new one that comes as close as possible to what the parties intended.
- (2) Changes to this agreement as well as ancillary agreements and termination must be made in writing. This also applies to the waiver of this written form clause itself.
- (3) The place of jurisdiction is the competent court at the customer's registered office. Austrian law applies exclusively, excluding conflict of law rules.