Service Contract
for
Transferring Data from Scan2Lead or Paper-Based Record Sheets to the Health Authorities

between

Messe Düsseldorf GmbH, Stockumer Kirchstr. 61, Messeplatz, 40474 Düsseldorf, represented by the Board of Managing Directors,

- hereinafter referred to as "Contractor" -

and

Exhibitor of CARAVAN SALON 2020

- hereinafter referred to as "Contract Partner" –

Preamble

Messe Düsseldorf operates the Exhibition Centre in Düsseldorf. It organises trade fairs, exhibitions and congresses there and at other sites worldwide. One of these events is CARAVAN SALON 2020. Messe Düsseldorf holds the rights to this event.

The Contract Partner participates in CARAVAN SALON 2020 as an exhibitor. Participation is governed by separate contracts.

This Contract plays a special role if exhibitors also offer any type of catering at their stands during CARAVAN SALON and have either booked the Scan2Lead System to comply with their duties according to the Corona Protection Ordinance North Rhine-Westphalia (CoronaSchVO NRW) (traceability) or fulfil these duties using paper-based data record.

This being said the Parties conclude the present Contract.

§ 1
Subject Matter of the Contract

This Contract aims to pool the replies to requests made by health authorities in connection with traceability in accordance with the CoronaSchVO NRW.

§ 2
Services performed by Messe Düsseldorf

(1) <u>In the event of an authority inquiry Messe Düsseldorf will provide the requesting authority with the relevant information to the extent permitted by law (especially Data Protection Law).</u>

(2) If the Scan2Lead System is used by the Contract Partner Messe Düsseldorf will save the telephone number, length of stay for four weeks. Then this data will be deleted.

(3) Messe Düsseldorf saves all the data recorded on paper by the exhibitors for four weeks. Then this data will be deleted.

(4) The aforementioned services are paid for as part of the fee separately agreed on for trade fair participation.

§ 3
Exhibitors' Duties / Cooperation

(1) The Contract Partner is obliged to faithfully record the visitors either by Scan2Lead or on paper.

(2) If the Contract Partner records the leads on paper, he undertakes to hand over all original data sheets to the trade fair management of Messe Düsseldorf at the end of each trade fair day (as a rule to a contractor's hall runner).

(3) In case authorities address an enquiry directly to the Contract Partner in connection with the traceability according to CoronaSchVO NRW, the Contract Partner will refer the authority to Messe Düsseldorf for a centralised processing of the request.

§ 4
Data Protection

(1) The Parties undertake to comply with the legal data protection provisions valid in the Federal Republic of Germany and the European Union. The Parties will process the data only for the fulfilment of the contractual purpose. They are prohibited from passing on the data to third parties or making it accessible to them. These obligations will also apply after termination of the contract.

(2) To comply with the relevant legal data protection provision the Contract Parties conclude a contract data processing agreement pursuant to Art. 28 of the General Data Protection Regulation (EU Regulation 2016/679 (in the following referred to as GDPR)), which will be added to the present Contract as an Annex.

(3) By signing the contract the Contract Parties undertake to treat the data confidentially in accordance with the law. The Parties will also verifiably oblige their members of staff and subcontractors to confidentiality and supervise their compliance.

(4) If and insofar Messe Düsseldorf processes personal data of institutions, employees, vicarious agents or other parties commissioned by the Contract Partner for the purpose of this contractual relationship, the Contract Partner will hand out to the aforementioned, concerned parties privacy notes produced and made available by Messe Düsseldorf at its discretion (digital or paper-based).

§ 5
Loyalty / Information

(1) Both Contract Parties will inform each other mutually and without delay of any conditions that might be of importance for the execution of this Contract. Highly visible measures shall be coordinated with the other Contract Party beforehand if possible.

(2) Both Contract Parties undertake to maintain mutual confidentiality about business, company and editorial secrets towards third parties. This also applies after a possible termination of the cooperation.

§ 6
Exclusion of Liability, Interest in Fulfilment

(1) To the extent permitted by law, Messe Düsseldorf excludes all liability vis-à-vis the Contract Partner for damage resulting from a culpable breach of obligations by Messe Düsseldorf, a legal representative, vicarious agent, or other representative of Messe Düsseldorf.

(2) The Contract Partner shall not be liable, beyond the provision of the service owed, for any failure to achieve the communicative objectives pursued by Messe Düsseldorf in entering into this contract, unless the Contract Partner has made it difficult or impossible to achieve these objectives through culpable breach of material contractual obligations or through grossly negligent conduct

(3) The Contract Parties agree that Messe Düsseldorf is not involved in the organisation or implementation of the event, bears no responsibility for it and is not liable to third parties, in particular participants, visitors and suppliers of the event.

§ 7
Legal Consequences if the Event is Cancelled / Termination

(1) If the event does not take place, both parties are released from their primary and secondary contractual obligations. Any services already rendered shall be returned. Each party shall bear their own costs. This does not apply if and insofar as one of the parties to the contract is responsible for the cancellation of the event. In this case, the party responsible for the cancellation of the event shall be liable to compensate the other party.

(2) Each Contract Party is entitled to terminate the contract without notice and in writing with good reason. Good reason shall be deemed to exist in particular if the other party to the contract culpably violates material contractual obligations incumbent upon them or engages in conduct that undermines the purpose of this contract and does not remedy the violation within a reasonable period despite written warning. A prior warning is not required if it is futile or if it is unreasonable for the party entitled to terminate the contract.

§ 8
Closing Provisions

(1) The exhibitor is aware of his capacity as a controller pursuant to Art. 4 No. 7 GDPR. In this respect, Messe Düsseldorf draws the exhibitor's attention to the exhibitor's information obligations pursuant to Art. 12 ff. GDPR and the need for legal advice in this regard (if need be by means of online Legal Tech solutions).

(2) The term of this Contract shall commence upon its signature and shall end at the end of the closing day of the CARAVAN SALON 2020 at the latest at the end of 30 September 2020, whichever is earlier, without any further declaration by the parties being required.

(3) All fees under this Contract are net fees, in addition to which value added tax is shown and payable at the statutory rate.

(4) Place of fulfilment and jurisdiction is Düsseldorf. The law of the Federal Republic of Germany shall apply.

(5) There are no additional agreements, even verbal ones, to this Contract. Changes and additions to the contract must be made in writing. This shall also apply to the amendment of this written form requirement.

(6) Should individual provisions of this Contract be or become invalid, the remaining provisions shall remain unaffected. Any gaps that may arise shall be filled in such a way that the sense and purpose of the Contract is preserved.

Agreement on Contract Data Processing in Accordance with the EU GDPR, Article 28

between

Messe Düsseldorf GmbH, Stockumer Kirchstr. 61, Messeplatz, 40474 Düsseldorf, represented by its Management,

– hereinafter: "Contractor" –

and

Contractual partner as set out in the service agreement,

– hereinafter: "Principal" –

Clause 1
General provisions

(1) The Contractor shall process personal data at the Principal's request in accordance with EU Regulation 2016/679 Article 4 (8) and Article 28 – General Data Protection Regulation (GDPR). This Agreement regulates the rights and duties of the parties in connection with the processing of personal data.

(2) Where the term "data processing" or "processing" (of data) is used in this Agreement, it shall be based on the definition of "processing" given in GDPR Article 4 (2).

Clause 2
Object of the Agreement

The object of processing, the type and purpose of processing, the type of personal data and the categories of data subjects are specified as follows:

Scan2Lead – Tracing according to Corona Protection Regulation "Coronaschutzverordnung NRW" (CoronaSchVO NRW):

(a) Purpose of data processing: Observation of legal obligations according Corona Protection Regulation "Coronaschutzverordnung NRW" (CoronaSchVO NRW).

(b) types of data processed:

Name, postal address, telephone number, time of entry and exit at trade fair booth.

(c) categories of data subjects:

Visitors at trade fair booth.

Clause 3
Rights and duties of the Principal

(1) The Principal is the data controller as defined in GDPR Article 4 (7) in respect of the data processed by the Contractor at its request. Under clause 4 (5), the Contractor is entitled to inform the Principal if it believes that a contract and/or instruction given by the Principal leads to illegitimate data processing.

(2) The Principal as the data controller is responsible for safeguarding the rights of data subjects. The Contractor shall notify the Principal without undue delay if data subjects are asserting their rights as data subjects towards the Contractor.

(3) The Principal shall inform the Contractor without undue delay upon noticing errors or irregularities occurring in connection with the processing of personal data by the Contractor.

(4) The Principal is responsible for compliance if it is subject to a notification duty towards third parties under GDPR Article 33 or 34 or if it is under any other notification duty applicable to the Principal.

(5) Upon request the Principal will inform the Contractor about name and contacts of its data protection officer in textform.

Clause 4
Contractor's general duties

(1) The Contractor shall process personal data exclusively within the parameters of agreements concluded and/or in observance of any supplementary instructions issued by the Principal. This provision applies with the exception of statutory regulations placing the Contractor under an obligation to undertake other processing. In such a case the Contractor shall notify the Principal of those legal requirements prior to processing, unless the relevant legal provision prohibits such notification on the grounds of important public interest. The purpose, type and scope of data processing shall otherwise be based exclusively on this Agreement and/or the Principal's instructions. The Contractor may not undertake any data processing in derogation of this provision unless such processing has the Principal's express written consent.

(2) The Contractor undertakes to arrange its organisation and operations in such a way that the data it processes for the Principal shall be adequately secured against unauthorised third-party access to the extent required in each instance. The Contractor shall coordinate with the Principal in advance regarding any changes in the organisation of its contract data processing where this is important to data security.

(3) The Contractor shall inform the Principal without undue delay of any instances where it considers that an instruction issued by the Principal violates legal requirements. The Contractor is authorised to suspend implementation of such an instruction until it has been either confirmed or modified by the Principal. If the Contractor can demonstrate that data processing as instructed by the Principal may lead to the Contractor's liability under GDPR Article 82, the Contractor is entitled to suspend further processing until the liability situation between the parties has been clarified.

Clause 5
Contractor's data protection officer

Upon request the Principal will submit to Contractor the contacts of its data protection officer in textform. The contact details of the data protection officer of Contractor is also available on its internet page at www.messe-duesseldorf.de/privacy .

Clause 6
Contractor's notification duties

The Contractor understands that the Principal may be under a reporting duty according to GDPR Articles 33 or 34, whereby it must report any personal data breach to the supervisory authority within 72 hours of becoming aware of it. The Contractor shall support the Principal in the implementation of reporting duties.

Clause 7
Principal's collaboration duties

(1) The Contractor shall support the Principal in its duty to respond to requests of persons wishing to exercise their rights as data subjects under GDPR Articles 12-23. The provisions of clause 11 of this Agreement are also applicable.

(2) The Contractor shall participate in creating a directory of processing activities undertaken by the Principal. The Contractor shall provide the Principal with any details that may be required for this purpose in an appropriate form.

(3) The Contractor shall support the Principal in complying with the duties specified in GDPR Articles 32-36 with due regard to the type of processing and the information that is available to the Contractor.

Clause 8
Inspection authorities

(1) The Principal is entitled to ascertain compliance with statutory data protection provisions and/or compliance with the provisions agreed between the parties and/or compliance with the Principal's instructions. It may do so by conducting inspections and other checks at any time and to the required extent or by having such inspections conducted by auditors who shall be specified from case to case. The Principal may, at its discretion, choose to conduct inspections by obtaining self-disclosure information from the Contractor. On request, the Contractor undertakes to provide the Principal with information required by the latter to meet its contract monitoring duties by making the relevant documentation available.

(2) The Contractor shall ensure that the Principal can ascertain compliance with the relevant technical and organisational measures specified in EU GDPR Article 32, thus enabling the Principal to meet its obligation to conduct impact assessments prior to data processing and during the term of the contract. For this purpose, the Contractor shall prove to the Principal, upon request, that it has implemented the technical and organisational measures required in EU GDPR Article 32 and as set out in the **Annex**. Proof of the implementation of such measures, which do not just affect the specific contract, may, at the Principal's discretion, also take the form of submitting a recent audit certificate, reports or report excerpts from independent bodies (e.g. a chartered accountant, auditor, data protection officer, IT security department, data protection auditors, quality auditors) or appropriate certification arising from an IT security and data protection audit.

(3) The Principal may request an inspection of the data processed by the Contractor for the Principal as well as insofar of the data processing systems and programs used by the Contractor.

(4) If the supervisory authority takes measures towards the Principal under GDPR Article 58, especially concerning information and inspection duties, the Contractor shall provide the Principal with the required information and shall enable the relevant supervisory authority to conduct an on-site inspection. The Contractor shall notify the Principal if such measures are planned.

Clause 9
Subcontracting

(1) Principal is aware of the commissioning of the following subcontractor:

adventics GmbH

Pilgersheimer Straße 62
81543 München, Germany
Tel.: +49 89 4444 33 111
E-Mail: contact@scan2lead.com

(2)   The Contractor shall select the subcontractor with care and shall ascertain prior to subcontracting that the subcontractor is able to comply with the arrangements made between the Contractor and the Principal.

(3)   The Contractor shall ensure that the provisions agreed in this Agreement and, if applicable, any supplementary instructions provided by the Principal also apply to the subcontractor.

(4)   The Contractor shall conclude with its subcontractor a contract data processing agreement that meets the requirements of GDPR Article 28. In addition, the Contractor shall place the subcontractor under the same personal data protection duties that have been specified between the Principal and the Contractor.

(5)   Subcontracting as detailed above (subclauses 1 to 6) does not cover third-party services used by the Contractor merely as ancillary services in the performance of its business activities. This includes, for example, cleaning services, telecommunications services without specific reference to services provided by the Contractor to the Principal, postal and courier services, transport services and security services. However, even in the case of third-party ancillary services, the Contractor shall ensure that appropriate arrangements and technical and organisational measures are taken to ensure the protection of personal data. The servicing and updating of IT systems and applications is a form of subcontracting which is subject to approval and contract processing as specified in GDPR Article 28 if servicing and testing concerns IT systems which are also used for the performance of services for the Principal and if servicing may involve accessing personal data processed by the Contractor on behalf of the Principal.

Clause 10
Non-disclosure commitment

(1)   When processing data for the Principal, the Contractor undertakes to ensure the non-disclosure of data which it obtains under the contract or of which it becomes aware. The Contractor undertakes to observe the same confidentiality provisions incumbent upon the Principal. The Principal undertakes to notify the Contractor of any special confidentiality regulations that may be applicable.

(2)   The Contractor shall ensure that it is familiar with the applicable data protection regulations and their use. The Contractor also gives its assurance that it will familiarise its employees with the data protection regulations that are relevant to them and that it has placed the same under a non-disclosure commitment. The Contractor further gives its assurance, in particular, that it has placed employees under a non-disclosure commitment if they are involved in conducting the relevant work and that such employees have been informed of the Principal's instructions.

(3)   On request, the Contractor shall provide documentary evidence to the Principal that its employees have been placed under the commitment detailed in subclause 2.

Clause 11
Duties of confidentiality

(1)   Both parties agree that all information obtained in the course of executing this Agreement shall be treated as confidential for an indefinite period and shall be used exclusively for the execution of this Agreement.

Neither party is entitled to use this information either wholly or in part for any purposes other than those mentioned herein or to disclose the same to third parties.

(2) This duty does not apply to information which one of the parties has demonstrably received from a third party without being under a confidentiality commitment or which is in the public domain.

Clause 12
Fee

The Contractor's fee shall be agreed separately.

Clause 13
Technical and organisational data security measures

(1) The contractor warrants to the principal that it will undertake all technical and organisational measures that may be required to comply with the applicable data protection legislation. This includes, in particular, the specifications of GDPR Article 32.

(2) The status of technical and organisational measures available at the conclusion of this Agreement has been appended to this Agreement as set out in the **Annex**. The parties agree that modifications to the technical and organisational measures may be necessary in order to satisfy technical and legal requirements. Any major changes which may affect the integrity, confidentiality or availability of the personal data shall be coordinated by the Contractor with the Principal in advance. Measures which only involve minor technical or organisational changes and do not adversely affect the integrity, confidentiality or availability of personal data can be implemented by the Contractor without coordination with the Principal. The Principal may at any time request an updated version of the technical and organisational measures taken by the Contractor.

(3) The Contractor shall regularly inspect the technical and organisational measures it has taken, and shall also check their effectiveness as appropriate. The Contractor shall notify the Principal if there is a need to improve and/or modify those measures.

Clause 14
Contractual term

(1) This Agreement shall enter into force upon being signed and shall be concluded for an indefinite period of time.

(2) It may be terminated for the end of a quarter, giving three months' notice.

(3) The Principal can terminate the Agreement at any time without notice, if the Contractor has committed a serious breach of applicable data protection regulations or duties arising from this Agreement or if the Contractor cannot or does not want to carry out an instruction given by the Principal or if the Contractor refuses access to the Principal or the relevant supervisory authority in violation of this Agreement.

Clause 15
Termination

After the termination of this Agreement, any documents, data and deliverables in the Contractor's possession, which were created through the processing or use of data arising from their contractual relationship and in the Contractor's possession, shall either be returned to the Principal or shall be erased as instructed by the Principal. This provision does not impact any statutory retention duties or other duties to store data.

Clause 17
Final provisions

(1) The Contractor shall notify the Principal without undue delay if the Principal's property on the Contractor's premises is put at risk through third-party measures (such as seizure or confiscation), through insolvency proceedings or through any other occurrences. The Contractor shall notify the creditors without undue delay of the fact that the relevant property contains data that have been subject to contract processing.

(2) Any supplementary agreements shall be made in writing, with signatures.

(3) Should individual provisions in this Agreement be invalid, this shall not affect the validity of the remaining provisions of this Agreement.

Annex

Contractor's Technical and Organisational Data Security Measures

The Contractor shall take the following technical and organisational measures to ensure data security under GDPR Article 32.

1. Confidentiality (GDPR Article 32 (1b)
   - Access control to premises
     Protection from unauthorised access to data processing equipment, e.g. magnetic or chip cards, keys, electric door openers, site security or gate staff, alarm systems, video installations
   - Access control to data
     No unauthorised system usage, e.g.: (secure) passwords, automatic locking mechanisms, two-factor authentication, encryption of data media
   - Data activity control
     No unauthorised reading, copying, modification or removal within the system, e.g. Authorisation policies and needs-based access rights, logging of access
   - Separation control
     Separate processing of data collected for different purposes, e.g. through client capability
   - Pseudonymisation (GDPR Articles 32 (1a) and 25 (1))
     The processing of personal data in such a way that data can no longer be assigned to specific data subjects without additional information being provided, given that such additional information is kept separate and subject to appropriate technical and organisational measures

2. Integrity (GDPR Article 32 (1b))
   - Transmission control
     No unauthorised reading, copying, modification, removal or transfer, e.g. encryption, virtual private networks (VPNs), electronic signature.
   - Input control
     Determining if and by whom personal data have been entered, modified or removed within data processing systems, e.g.: logging, document management

3. Availability and resilience (GDPR Article 32 (1b))
   - Availability control
     Protection from accidental or intentional destruction or loss, e.g. backup strategy (online/offline; on-site/off-site), uninterruptible power supply (UPS), antivirus program, firewall, reporting channels and emergency plans
   - Rapid recoverability (GDPR Article 32 (1c))

4. Procedures for regular inspection, assessment and evaluation (GDPR Articles 32 (1d) and 25 (1))
   - Data protection management
   - Incident response management
   - Privacy-enhancing default settings (GDPR Article 25 (2))
   - Contract control

No contract data processing under GDPR Article 28 without suitable instruction from the Principal, e.g. Clear contractual wording, formalised contract management, strict selection of service provider, duty to ascertain compliance prior to processing, post-processing checks.