

Non-disclosure agreement for external service providers

concluded between

<Name, company>

<Street>

<Postcode, City>

(hereinafter referred to as "recipient")

on the one hand

and

ERGO Versicherung Aktiengesellschaft

Business Park Marximum / Object 3

Modecenterstrasse 17

1110 Vienna

(hereinafter referred to as "controller")

on the other hand

Preamble

The controller intends to mandate the recipient with deliveries and /or services in the area of <description of the order item>. The recipient's future activities may lead to the exchange of confidential information between the two parties.

Obligation of secrecy

1. The recipient undertakes to use data and processing results exclusively within the scope of the assignments of the person responsible, to return them solely to the controller or to forward them to third parties only in accordance with his express written order (issued by electronic means). Similarly, the use of the data provided for the recipient's own purposes requires such an explicit order. To the extent that such data use requires the consent of the DPA or other authorities, such an order shall be deemed to be given only after such authorization has been granted.

2. The recipient further acknowledges that violations of the provisions of the DSGVO pursuant to Sections 62, 63 may be punished by fines up to EUR 50.000 or by imprisonment up to one year, unless they are in accordance with Art. 83 DSGVO or are threatened with more severe penalties under another statutory provision. The recipient undertakes in this connection to oblige all persons mandated with the data processing before commencement of the activity to safeguard the data secrecy in the sense of the § 6 DSGVO, and to inform about the punitive regulations of the §§ 62, 63 DSGVO. He also agrees to provide the controller with written evidence of this at any time. Furthermore, the recipient assures that the duty of confidentiality of the persons mandated with the data traffic also remains after the termination of their activity and departure from the recipient. The obligation of confidentiality must also be observed for data of legal entities and commercial partnerships. In case of non-compliance, a penalty in the amount of EUR 10 thousand will be agreed per infringement. Further compensation claims of the controller or third parties remain unaffected. The recipient is liable for the fault of persons he uses to fulfill his obligations under this contract in accordance with § 1313 a ABGB.

3. The recipient declares legally binding that he has taken sufficient security measures within the meaning of § 54 DSGVO in order to prevent data being misused or made accessible to third parties without authorization. The recipient is always ready to have the security measures taken checked by the controller or by a commissioned expert.

4. The recipient may only mandate another company to carry out processing if the controller expressly agrees. The recipient must contractually ensure with the subcontractor. In this contract, the recipient must ensure that the sub-processor undertakes the same obligations incumbent on the recipient under this agreement.

5. The recipient shall, by means of technical and organizational arrangements, ensure that the controller complies with the obligations of the DSG, in particular the enforcement of data subject rights, and its obligations under Articles 15 bis 21 DSGVO can meet at any time within the statutory periods to a person concerned.

6. After the end of the service, the recipient is obligated to hand over to the controller or to keep on his behalf secured against unauthorized access all processing results and documents containing the data of the controller or his data applications, or to destroy it in accordance with the controller. The recipient must not perform statistical or other evaluations (personal or non-personal) about the data provided for own or third-party purposes.

7. The controller undertakes to inform the recipient directly of any changes to the DSG and supplementary provisions. The controller grants the recipient a reasonable period of time to adapt to changed data protection regulations, whereby legal deadlines and transitional provisions must be adhered to in any case.

8. The controller is granted the right to inspect and control the data processing equipment of the recipient at any time with regard to the processing of the data provided by him. The recipient undertakes to make available to the controller the information necessary to control compliance with the obligations set forth this agreement.

Intellectual property, liability, final provisions

9. The recipient does not acquire ownership or usage rights of any kind from the information, documents, know-how, protective rights etc. received from the person responsible. All intellectual property rights or copyrights remain with the person responsible.

10. The controller excludes all liability and warranty for the completeness and accuracy of the information provided. Exceptions are cases of intent or gross negligence.

11. This declaration of confidentiality, including its effects and consequences, shall be governed by Austrian law. Exclusive place of jurisdiction for disputes arising out of and in connection with this Agreement, including for existence and after termination, is the court responsible for commercial matters in Vienna.

12. Should any provision of this agreement be or become invalid, the validity of the remaining provisions of this Agreement shall remain unaffected. In place of the ineffective provision (s) shall apply a provision that comes as close as possible to the law, the will of the controller and the recipient and in its economic effect, the best of the (ineffective) provision (s).

13. This agreement contains all arrangements made between the controller and the recipient, ancillary agreements do not exist. Changes or additions to this agreement would require written form to be effective. This also applies to the departure from the written form requirement.

Vienna, (date)