

Framework Agreement on Processing in accordance with the GDPR

of the companies of **Elements Group**, including **elements.at New Media Solutions GmbH, Punkt & Komma GmbH** and **Pimcore GmbH**, hereinafter collectively referred to as **ELEMENTS**.

1. Processing.

1.1. Scope. In case ELEMENTS is to be qualified as processor working on behalf of the data controller in terms of data protection legislation, this Framework Agreement shall automatically come into effect.

1.2. Processing, data, data subjects. The subject matter (e.g. newsletter distribution), purpose (e.g. distribution of advertisement e-mails), means (using a transmission tool) and duration (limited, unlimited) of processing, the type of personal data (e.g. contact data) as well as the categories of data subjects (e.g. employees, interested parties, customers, suppliers, website visitors) shall be set forth in the written service description of ELEMENTS.

1.3. Standard processing activities. In case the contractual processing activities

- contain only a limited amount of personal data on offenses and criminal convictions and/or special categories of personal data and
- generally pose no risks or only a very low risk and
- ELEMENTS predefined technical and organisational standard measures for the respective processing activity,

a standard processing activity is the case.

For the respective standard processing activities, the technical and organisational standard measures set forth at <https://www.elements.at/tom-en> as amended shall apply.

1.4. Special processing activities. For all other processing activities, technical and organisational special measures shall be agreed upon in order to achieve sufficient guarantees for data protection.

1.5. Controller. In each case, the data controller as controller under data protection legislation shall be obliged to stipulate the content of the contractual processing of personal data, the risks arising therefrom, the ordered processing activities and the required level of protection.

1.6. Sufficient guarantees. The technical and organisational measures were communicated to the controller, checked by him and accepted as sufficient guarantees.

1.7. Evaluation and update. To the extent agreed upon in writing, e.g. in the course of a maintenance contract, ELEMENTS shall evaluate and update such measures in a reasonable scope. Otherwise, the data controller shall be responsible for the evaluation and updating of the measures.

The respective current technical and organisational standard measures are available on the website of ELEMENTS in their current version at all times. The data controller shall check and accept them at reasonable intervals.

In case of subsequent updating, any additional special measures shall be transmitted to the data controller at least once year for review and acceptance.

2. Special provisions

2.1. Legal conformity. In particular, Art. 28 paras. 2, 3 and 4 GDPR as well as the references set forth therein shall be observed.

2.2. Obligation to follow instructions. ELEMENTS shall process the personal data only upon documented instruction of the controller; this shall also apply regarding the transmission of personal data to a third country or an international organisation, unless they are not obliged thereto in accordance with the law of the European Union or of the member state to which ELEMENTS is subject; in such case, ELEMENTS shall communicate to the controller any such legal requirements before the processing, unless such communication is prohibited under applicable legislation due to an important public interest.

2.3. Involvement of the employees. ELEMENTS shall ensure that the persons authorised to process personal data entered into a confidentiality agreement or are subject to appropriate legal secrecy obligations.

2.4. Technical and organisational measures. ELEMENTS shall take all measures required in accordance with Art. 32 GDPR.

2.5. Rights of data subjects. In view of the type of processing, ELEMENTS shall support the controller to the possible extent with suitable technical and organisational measures to meet their duties of responding to requests for exercise of the rights of data subjects as set forth in Chapter III GDPR.

2.6. Security of processing. Taking into account the type of processing and the information available, ELEMENTS shall support the controller in complying with their duties as set forth in Arts. 32 to 36 GDPR.

2.7. End of processing. After the end of provision of the processing services, ELEMENTS shall, at the controller's choice, delete or return all personal data, unless Union or member state law requires storage of personal data.

2.8. Obligation to provide proof and information. ELEMENTS shall provide to the controller any information required for proving compliance with the obligations set forth in this Article and shall enable and contribute to audits – including inspections – which are performed by the controller or an auditor engaged by the latter. ELEMENTS shall inform the controller immediately if it is of the opinion that an instruction violates the GDPR or other data protection provisions of the Union or the member states.

2.9. Subcontractors. ELEMENTS shall generally be entitled to engage further subcontractors as processors for the processing of personal data. However, the use of subcontractors shall be communicated to the controller in each case in such a timely manner that they can object thereto. If ELEMENTS engages a further processor in order to perform certain processing activities on behalf of the controller, such further processor shall be contractually bound by the same data protection obligations which are set forth in the contract between the controller and ELEMENTS; in the course thereof, in particular, sufficient guarantees have to be provided that the suitable technical and organisational measures are performed in such a way that the processing is carried out in accordance with the requirements as defined by the GDPR. If the further processor does not meet their data protection obligations, ELEMENTS shall be liable towards the controller for compliance with the obligations of such other processor.

3. Final provisions.

3.1. GTCB. The General Terms and Conditions of Business of ELEMENTS shall apply.