

## **General Data Protection Provisions Swiss Steel Group (03/2023)**

### **I. General regulations and responsibility**

1. These provisions govern the data protection framework between us and the seller. The terms of the DSGVO apply.
2. The Seller shall process personal data provided by us in accordance with the applicable data protection regulations and only to the extent required for the performance of the main contract. The seller will only provide us with personal data from his responsibility with appropriate legitimation.
3. In terms of data protection law, the seller can be classified as its own data controller, as a joint data controller or as a data processor. This depends on whether the seller processes personal data from us as instructed in the core of the contractual performance obligations.
4. Only insofar as the Seller acts for us as a contract processor, the following provisions shall apply in addition from Section 2 onwards; the Seller shall be referred to as the contractor and we as the customer.
5. If the parties enter into a separate data protection agreement, such data protection agreement shall take precedence over the provisions set forth herein.

### **II. Subject**

The content of the commissioned processing results from the main contract and/or a concrete description of the processing activities supplementing these provisions.

### **III. Bound by instructions**

1. The Contractor may only process the Client's personal data within the framework of documented instructions from the Client. The Contractor shall inform the Customer

immediately if he is of the opinion that an instruction violates applicable laws. The Contractor may suspend the implementation of the instruction until it has been confirmed or amended by the Client.

2. Insofar as the Contractor is obliged to process the personal data independently of the law of the Union or of a Member State, the Contractor shall notify the Client thereof, unless the law in question prohibits such notification on account of an important public interest.

### **IV. Technical data protection**

1. The Contractor shall take appropriate technical and organizational measures to protect the Customer's personal data. In doing so, the Contractor shall take into account the state of the art, the implementation costs, the type and scope, the circumstances and the purposes of the processing as well as the varying likelihood and severity of the risk to the rights and freedoms of natural persons. The Contractor shall provide the Customer with an up-to-date data protection and security concept for this commissioned processing upon request.
2. The Contractor shall implement a procedure for the regular review of the effectiveness of the technical and organizational measures to ensure the security of the processing. Upon request, the Contractor shall inform the Customer of the details of this procedure.
3. The Parties may agree on specific technical and organizational measures in a concrete description supplementing these provisions as being at least necessary for the Contractor.

### **V. Ensuring confidentiality**

The Contractor shall impose a duty of confidentiality on all persons authorized by it to process the personal data, unless they are subject to an appropriate statutory duty of confidentiality. The

The duty of confidentiality shall continue to apply even after termination of this Agreement.

## **VI. Violation of the protection of personal data**

1. The Contractor shall inform the Client immediately and comprehensively if it becomes aware of any violations of the protection of personal data of the Client within the meaning of Art. 4 No. 12 DSGVO. The Contractor shall immediately take all necessary measures to secure the data and to mitigate any possible adverse consequences for the persons concerned.
2. Any facts concerning personal data breaches are subject to confidentiality and may not be shared by the Contractor with third parties unless the Client agrees in text form.
3. The Contractor shall support the Client to the extent necessary in fulfilling any reporting obligations vis-à-vis authorities or affected parties, in particular if the necessary information is available exclusively within its organization.

## **VII. Deletion and data return**

1. After termination of the contract, the Contractor shall delete or return all personal data of the Customer at the Customer's option, unless there is an obligation to store the personal data under Union law or the law of the Member States.
2. Unless otherwise agreed, the Contractor shall correct or delete the personal data in accordance with the Client's instructions in a manner that complies with data protection requirements. The Contractor shall provide appropriate evidence of compliance with the aforementioned obligations at the request of the Customer.

## **VIII. Rights of data subjects**

The Contractor shall immediately inform the Customer of the persons concerned.

if and insofar as they assert rights against it pursuant to Chapter III of the GDPR and the Client is responsible for these claims under data protection law. It shall immediately pass on to the Client all information necessary for assessing the claim and support the Client in fulfilling these claims with suitable technical and organizational measures.

## **IX. Verification and audit**

1. The Contractor shall provide the Customer with proof of compliance with the obligations contained in this contract at the latter's request by recognized means to the required extent. If the Contractor does not comply with such a request within 12 weeks, the Client shall be entitled to an extraordinary right of termination of the main contract and of this contract if it has requested the Contractor in text form to comply with this obligation, setting a grace period of 4 weeks and indicating the possibility of termination.
2. The Customer shall have the right to conduct an on-site audit at the Contractor's premises or to have it conducted by auditors to be named in the individual case. The Customer shall be entitled to inspect all locations where the Contractor processes personal data of the Customer. If an auditor commissioned by the Client is in a competitive relationship with the Contractor, the Contractor shall have a right of objection against the auditor.
3. The Client shall give at least 48 hours' notice of the performance of this audit, perform it during normal business hours and interfere with the Contractor's business operations only to the extent necessary for the performance of the audit.
4. The Customer may, jointly and in consultation with the Contractor, also exercise the rights of inspection described herein with respect to subcontractors engaged to perform the work regulated herein.

5. The Contractor shall tolerate all measures under supervisory law that are taken in connection with the processing agreed here.

#### **X. Subprocessor**

1. The use of subcontractors shall be permissible if they have been approved in text form in the main contract or elsewhere. The Customer shall have a right of objection to changes in subcontracted processors; the Contractor shall inform the Customer in good time and comprehensively so that the Customer has sufficient opportunity to examine the facts and the exercise of its right of objection.

2. The Contractor shall enter into agreements with each order processor to the extent necessary to ensure data protection measures appropriate to these provisions and the applicable regulations.

#### **XI. Data protection impact assessment**

The Contractor shall provide the Customer with all necessary information insofar as a Processing that is the subject of this Agreement is subject to an obligation to conduct a data protection impact assessment pursuant to Article 35 of the GDPR or an assessment of the conduct of such an assessment is to be carried out. This also includes support in providing information to a supervisory authority for prior consultation pursuant to Art. 36 GDPR.

#### **XII. Defense against claims**

In the event of a claim against the Client by a data subject with regard to any claims pursuant to Art. 82 GDPR, the Contractor shall support the Client in defending the claim to the extent necessary.

#### **XIII. Processing site**

The processing of the data shall take place exclusively in the EEA or in a country for which an adequacy decision of the EU Commission exists. Any transfer to a third country requires the prior consent of the Client in text form and may only take place if the Contractor complies with the conditions of Chapter V and the other conditions of the GDPR.

#### **XIV. Runtime**

The term of these provisions shall be based on the term of the main contract. The statutory rights to extraordinary termination shall remain unaffected.