

Premium Partner Agreement

between the

e.quikk Technologies N.V.
Stravinskylaan 3051
Atrium Building 4th Floor
1077 ZX Amsterdam

- hereinafter also referred to as "**e.quikk**" -

and

Data of the Premium Partner in accordance with the contract agreement when registering online at www.equikk-ir.com or updated in the Premium Partner Portal.

-hereafter also referred to as "**Premium Partner**", "Referrer" or "Tipster"-.

1. subject matter of the agreement

1.1 The Company's particulars are as follows:

e.quikk TM
e.quikk Technologies N.V.
Stravinskylaan 3051
Atrium Building 4th Floor
1077 ZX Amsterdam
Internet: www.equikk-ir.com
Email: info@equikk-ir.com

1.2 The Premium Partner (hereinafter also referred to as "Referrer" or "Tipster") transmits contact data of potential interested parties. The Premium Partner is not authorised to act as a financial investment intermediary (e.g. within the meaning of the EU regulations "Investment Firm Directive (IFD)" and "Investment Firm Regulation (IFR)", within the meaning of the Dutch "Wet financieel toezicht (Wft)" or the German Trade, Commerce and Industry Regulation Act (GewO), Banking Act (KWG)/MiFID II or Securities Institutions Act (WpIG) or a comparable regulation in another legal system of another state).

The naming by the Premium Partner extends exclusively to the transmission of contact data of such potential investors who have consented to the transmission of their contact data.

- 1.3. The premium partner can establish a contact between interested parties and e.quikk ("customer introduction") so that e.quikk can contact them regarding a business relationship. e.quikk can also reject an offered customer introduction at any time without giving reasons.
- 1.4. An interested party is considered to have been successfully proven by the premium partner if the interested party has become a contractual partner of e.quikk using the premium partner key exclusively assigned to the premium partner.
- 1.5. The premium partner shall refrain from influencing the named investors for the purpose of concluding the contract and/or accepting and/or forwarding subscription documents.
- 1.6. The premium partner is not entitled to legally represent e.quikk or to receive or collect customer payments for them or third parties.
- 1.7. Within the framework of the implementation of this agreement, the premium partner carries out an independent activity or, if applicable, a trade independent of e.quikk. There is no

terminable continuing obligation. This also applies in the case of takeover by any legal successor of e.quikk, regardless of the legal reason.

- 1.8. The premium partner is not obliged to constantly look after the interests and business of e.quikk. The premium partner is not obliged to personally perform the provision of recommendations.
- 1.9. The premium partner is not bound by instructions vis-à-vis e.quikk. He is completely free to organise his activities and to determine his working hours and place of performance. He is not integrated into the work organisation of e.quikk.
- 1.10. The premium partner hereby assures that he/she does not work regularly or essentially exclusively for e.quikk. The premium partner may take care of the interests and business of such companies that are in competition with e.quikk. He is obliged to inform e.quikk immediately in writing if he enters into an employment or service relationship with a company competing with e.quikk or if he establishes such a company or participates directly or indirectly in such a competing company.
- 1.11. With the conclusion of a premium partner agreement, it is not intended to establish a civil law partnership between e.quikk and the premium partner in accordance with the provisions of §§ 705 ff BGB (German Civil Code) or similar.
- 1.12. The parties agree that with the conclusion of an agreement it is not intended to permanently entrust the premium partner with naming recommendations to e.quikk GmbH, to establish a commercial agency contract e.g. in the sense of § 84 HGB and/or brokerage contract in the sense of § 93 ff HGB or according to Dutch law.

2. rights and duties

The content of the communication between the "premium partner" and the interested party is decisive in determining whether his activity is exempt from authorisation:

2.1. Contacting:

The premium partner establishes the contact between the interested party and e.quikk; in doing so, he does **not** consciously and finally influence the interested party in order to bring about his willingness to conclude a contract with e.quikk.

The communication between the premium partner and the interested party must therefore be limited to the following:

- a) general information about e.quikk (e.g. size, location, responsible persons etc.)
- b) and reference to internet pages of e.quikk

2.2. Exclusions:

The subject of the communication between the premium partner and the customer may in particular **not be**:

- a) a specific financial or investment service, a specific investment brokerage or investment advisory contract or information on the form of such contracts or their content (e.g. amount of costs or fees),
- b) a specific financial instrument, such as one or more securities such as bonds, certificates, shares or an investment fund,
- c) a specific portfolio, its composition or its performance, as well as the naming of and reference to its individual securities / fund positions, any other deliberate and final influence on the investor in order to induce his willingness to enter into a transaction.

The legal regulations - with regard to cooperation with e.quikk - also provide the following:

- d) The Premium Partner may not carry out any investment brokerage within the scope of the contact owed here,
- e) the Premium Partner may not provide investment advice within the scope of the contact owed here,
- f) the premium partner is also not entitled to provide other financial services to the interested parties within the scope of the contact owed here. e.quikk expressly refers the premium partner to the BaFin information sheet of 17 May 2011 in the current version (currently in the version of 13.07.2017).

- 2.3. **The premium partner is not authorised to represent e.quikk in legal transactions. He is not authorised to accept declarations from potential customers with effect for e.quikk. All transactions concluded in the name of e.quikk are already refused approval. The premium partner does not act as a messenger of e.quikk with regard to legal business declarations. He is not entitled to give the impression to potential customers that he acts for e.quikk, as its representative or vicarious agent.**

The premium partner has no power of attorney to conclude the contract and is not authorised to collect or procure property or possession (receipt of funds and/or assets) for e.quikk or other third parties. This is expressly forbidden and prohibited by law as well as by contract. A violation of this constitutes a material breach of contract and entitles e.quikk to terminate the contract without notice.

The premium partner is not authorised to represent e.quikk externally or to make legally binding declarations on behalf of e.quikk.

The premium partner is not a vicarious agent of e.quikk.

Should the premium partner provide a consulting service with regard to the conclusion of a contract or influence the formation of the potential customer's will in this respect, he/she must compensate e.quikk for the resulting damage or release him/her from liability if the latter is liable to the potential customer himself/herself for this reason.

- 2.4. The premium partner may not carry out cold calling, i.e. he may not call interested parties for advertising purposes without express prior consent.
- 2.5. Use of advertising material, logos, trademarks, business names and conduct in response to media enquiries
- 2.5.1. the publication of (advertising) advertisements, product brochures, the publication of printed matter and (product) offers in general, as far as these have a reference to e.quikk, the financial investment products or their issuer(s) or provider(s), as well as other announcements, which are in the same context, require the prior written consent (approval) by e.quikk.
 - 2.5. 2Documents, materials and documents, even where the creator is the premium partner, must identify e.quikk as the responsible publisher. In all other respects the above reservation of consent under 2.5.1 applies.
 - 2.5.3. The premium partner is entitled to use or have used protected trademarks, logos, names, product names or other business identifiers of e.quikk or of an issuer or provider of financial investment products exclusively on the basis of a prior written consent (consent) of e.quikk granted on a case-by-case basis as well as to edit or have edited; the reservation of consent according to half sentence 1 applies to all forms of print and digital media. A consent granted according to sentence 1 can be revoked for the future by e.quikk at any time.
 - 2.5.4. The Premium Partner undertakes to forward media enquiries in connection with the financial investment products or their issuer(s) or provider(s) to e.quikk without delay;

the Premium Partner is prohibited from answering enquiries of his own or from drafting statements or similar declarations.

3. data protection

- 3.1 The premium partner is prohibited from collecting, processing or using personal data without authorisation (data secrecy). In particular, it is prohibited to store the personal data of potential customers for purposes other than the transfer to e.quikk or to transfer it to third parties unless this is necessary and required for the fulfilment of own contractual purposes towards the potential customer or a corresponding consent of the customer exists. He is obliged to observe data secrecy. The data secrecy continues to exist after the termination of the activity for e.quikk.
- 3.2 The premium partner has to obtain the express written consent from the potential customers beforehand to contact them by telephone, fax and e-mail through and to pass on their personal data to e.quikk. He is thereby obliged to prove the lawfulness of the data processing regulated here. The payment of the remuneration to the tipster can be refused without the submission of the consent.

4. Subject of the software use

- 4.1. e.quikk can offer the premium partner a SaaS platform ("Software as a Service") for use. e.quikk is itself the owner of the software or has acquired corresponding licences for the use of the software. The use of the software as well as the e.quikk online platform by the premium partner takes place exclusively in accordance with the conditions stated here.
- 4.2. e.quikk provides the premium partner with the following data and functions, among others:
 - a) Premium partner portal: (insight into the potential clients named by the premium partner); the prerequisite for this is that the premium partner has provided e.quikk with all the necessary information, this has been recorded in the system and e.quikk receives the necessary data from the contractual partners (custodians, depositaries, issuers etc).
 - b) Remuneration statements: Remuneration and other statements are made available to the Premium Partner via the Platform.
 - c) Correspondence: via the platform the premium partner receives letters and other information from e.quikk (newsletter, circulars etc.).
- 4.3. If e.quikk demands a fee for the use of certain software, this will be agreed separately with the premium partner. The rights and obligations from these software terms of use remain unaffected by this, as far as nothing else is explicitly regulated in the separate agreement.
- 4.4. As far as the data and functions provided to the premium partner are not essential for the cooperation, e.quikk can change or limit its offer at any time. This does not apply if e.quikk has agreed on a special fee with the premium partner for a certain service.

5. scope, manner and method of software use

- 5.1. After registration on the e.quikk platform, e.quikk can assign a premium partner key to the premium partner via a master code of a cooperation partner or e.quikk itself and conclusion of a corresponding agreement, which enables the keying of the respective premium partner among the cooperation partners.
- 5.2. The premium partner is entitled to pass on such a premium partner key to interested parties. However, the premium partner must ensure that the interested party is informed of any misuse, as this can trigger possible claims for damages in favour of e.quikk against the premium partner, but only if the interested party does not already owe e.quikk compensation in its own right.

- 5.3. As far as e.quikk itself is not the owner of the provided software, it makes the software available to the persons authorised to use it according to these conditions (hereinafter: "user") within the framework of the right of transfer granted to it in the licence agreement. The use may only take place in connection with and for the implementation of the premium partner agreement with e.quikk. Use for other purposes is not permitted. The authorisation to use is limited in time in accordance with this contract/these terms of use.
- 5.4. Only the respective premium partner (=legal or natural person with whom the premium partner agreement has been concluded) is authorised to use the service. The premium partner can allow his permanent employees to use the website, as long as the use is for the implementation of the premium partner agreement with e.quikk. For this purpose he can pass on his registration data to the respective employee. Employees in this sense are employees of the contract holder, freelancers, independent commercial agents according to §§ 84 ff. HGB (German Commercial Code) or Dutch law as well as owners and members of the executive bodies of the contract holder. Otherwise, the right of use is not transferable to third parties.
- 5.5. The Premium Partner shall treat its registration data as strictly confidential. Any form of transfer against payment or free of charge or use and processing is not permitted, unless this is expressly permitted according to the premium partner agreement or these terms of use. The premium partner must immediately notify e.quikk of any loss or misuse of his/her user identification and is obliged to compensate e.quikk and/or third parties for any damages resulting from a loss or misuse of the user identification.
- 5.6. Use takes place by means of a common browser via an internet connection and requires the entry of the user identification for identification and authentication.
- 5.7. e.quikk endeavours to keep the online service available for use 24 hours a day, seven days a week, but does not guarantee this. Necessary service interruptions for maintenance and repair work do not justify any kind of claims for damages or reimbursement of expenses on the part of the premium partner. The same applies to force majeure. In cases of force majeure, e.quikk is exempt from the obligation to perform for the period of the continuation of the obstacle to performance. In particular, force majeure is considered to be such events that occur independently of the will of e.quikk and unavoidably prevent the fulfilment of individual or several contractual obligations (e.g. natural disasters, war, riots, strikes, lockouts, official orders, accidents, technical faults and technical failures, etc.). The occurrence of force majeure also includes the case that e.quikk is not provided with the telecommunication transmission channels required by third party companies, unless e.quikk is responsible for this. Industrial action at such third party companies is considered the same as force majeure.
- 5.8. In the event of a violation of these terms of use, e.quikk is entitled to prohibit the user from further use of the software and to immediately block access to the software. Further rights and claims of e.quikk and third parties, e.g. licensors, especially claims for damages, remain unaffected.
- 5.9. Copyright, rights of use and other rights:
The copyright (cf. §§ 69a ff., 87a ff. UrhG or the comparable regulations of the Dutch law) of all software and the databases as well as all rights of use and ancillary copyrights derived therefrom are exclusively entitled to e.quikk or the respective rights holder. This applies equally to all later versions, releases, updates, upgrades, renewals or bug fixes. Trademarks, company names, other identification or protective marks, copyright notices, serial numbers and other features serving to identify the software may not be removed or changed.

6. Premium partner remuneration

- 6.1. The premium partner receives for each contract effectively concluded between the investor and e.quikk with an interested investor named by him, as far as the investor was not already known to e.quikk before (new customer), a performance-based remuneration as shown in Appendix 1 in its respective valid version.

- 6.2. The premium partner is prohibited from passing on the remuneration in whole or in part to the new customer. A claim to remuneration does not arise if the forwarding of contacts relates to the person of the premium partner himself.
- 6.3. In case of acceptance of the subscription application and subject to the payment of the subscription amounts by the investor to e.quikk, e.quikk is obliged to transfer the remuneration due to the premium partner once to the account of the premium partner, depending on the payment method chosen by the investor.
- 6.4. The premium partner remuneration arises in the case of a one-time investment if and to the extent that the following conditions are cumulatively fulfilled:
 - a) Submission of a legally signed subscription agreement or other subscription declaration including all required identification documents including legally signed revocation instructions by the investor to e.quikk,
 - b) Failure to revoke within the statutory revocation periods after legally valid signing of all existing documents,
 - c) Full payment of the subscription amount plus any (discount) premium and/or further issue surcharges by the investor.
- 6.5. If a contract is concluded with an investor for which the front-end load (e.g. premium) is lower than the normal front-end load (premium) in per cent - insofar as a premium is provided for - the premium partner remuneration of the premium partner is reduced accordingly on a pro rata basis in relation to the premium. The Premium Partner Compensation shall be calculated in each case in the amount of the percentage specified in the Premium Partner Compensation Commitment in relation to the premium on the issue premium actually incurred in euros.
- 6.6. Contracts for which the investor's payment has been received by the paying agent of the respective issuer shall be settled as follows: Investment amounts that have been credited to the investor's investment register (hereinafter also referred to as "investment account") from the 1st to the 15th of a month shall be settled on the 01st of the following month and paid out by the 06th of a month, provided that at least € 25.00 of premium partner remuneration has accrued. If the 01st is a weekend or public holiday, settlement will be made on the next working day. Investment amounts credited to the customer's investment account from the 16th to the 31st of a month are settled on the 15th of the following month and paid out by the 20th of the month, provided that at least € 25.00 in premium partner remuneration has accrued. If the 15th is a weekend or public holiday, payment is made on the next working day. As a rule, this already takes into account the legal revocation period of the investor(s), which is 14 days. If a 14-day revocation period has not yet expired by the settlement date, settlement will take place on the next possible settlement date (assuming receipt of payment). Premium Partner remunerations are paid by bank transfer to the account of the Premium Partner. The premium partner receives a statement from e.quikk for verification. Settlements of premium partner remunerations are considered as accepted if the premium partner does not object to the settlement of premium partner remunerations in writing within four weeks.
- 6.7. The claims to remuneration lapse and are to be refunded if the non-execution of the proven or concluded transactions is based on circumstances for which e.quikk is not responsible.

The premium partner must repay the remuneration insofar as e.quikk is obligated to repayment(s) to new customers due to actions of the premium partner contrary to the contract. In this case, it is not important whether the repayment is justified, but only the actual payment or repayment by the new customer. e.quikk is not obliged towards the premium partner to assert its claims towards the respective new customer in court. Claims for repayment by e.quikk will first be offset against unpaid remuneration claims of the premium partner. Claims for repayment that cannot be offset are due for repayment immediately.

- 6.8. The Premium Partner remuneration of the Premium Partner shall be paid to the following account:

Account Content: _____
Bank _____
IBAN: _____
BIC/Swift: _____

Data of the Premium Partner in accordance with the contract agreement when registering online at www.equikk-ir.com or updated in the Premium Partner Portal.

- 6.9. The account of the premium partner is kept as an interest-free clearing account.
- 6.10. Billing is carried out by e.quikk using the credit note procedure.
- 6.11. The premium partner will settle premium partner remunerations to his possible employees, commissioned third parties and sub-premium partners on his own responsibility and pay them in due time. In this respect, he expressly releases e.quikk and the respective issuer from any claims and liability towards his employees, third parties and sub-premium partners.
- 6.12. The Premium Partner shall immediately check the statements of account and balances issued and assert any objections in writing or in text form within four weeks. Otherwise, the respective statement and the resulting balance shall be deemed approved.
- 6.13. The premium partner remuneration ("remuneration rates") can be revoked and redefined by e.quikk for the future if this becomes necessary due to a change in the calculation basis. The change of the remuneration rates becomes effective when the announced period of at least fourteen days has expired and the premium partner has not objected. e.quikk will inform the premium partner of the deadline and the significance of the objection when notifying the change.

7. No cancellation liability

- 7.1. For the financial products of e.quikk, there is **no** cancellation liability of the premium partner for the respective investor(s) after expiry of the statutory cancellation period.
- 7.2. e.quikk is entitled to invoice the premium partner for chargebacks on premium partner remunerations (due to revocation within the legal revocation periods or in the case of correction of a settlement). Premium Partner remuneration or advances already paid out are to be refunded. Any minimum premium partner remuneration balance at e.quikk is to be settled immediately by the premium partner. e.quikk is entitled to offset the refunded referral fees with outstanding premium partner remuneration of the premium partner; in this respect, the premium partner's remuneration claim is reduced. e.quikk is entitled to charge the premium partner a lump sum of 12.5 € each for cancellation contracts due to the increased processing effort.

8. secondary obligations of the premium partner

- 8.1. The Premium Partner is expressly responsible for the payment of taxes from the remuneration received as well as the fulfilment of social security and trade law obligations.
- 8.2. The Premium Partner remuneration paid to the Premium Partner covers all services and expenses.

- 8.3. The Premium Partner is expressly responsible for the fulfilment of any tax, social security and trade law obligations. The remuneration shall include any taxes and duties owed.
- 8.4. The Premium Partner shall duly declare the Premium Partner remuneration to the authorities responsible for it and pay any duties (in particular taxes) on its own responsibility and independently (this shall also apply in particular to any sales taxes incurred).
- 8.5. The premium partner expressly releases e.quikk and the respective product provider from liability towards the authorities - in particular towards the tax office with regard to sales tax.
- 8.6. The premium partner provides e.quikk with his current tax number, the name of his (business premises) tax office and his VAT ID number, if available, as required by tax legislation. Any changes are to be reported immediately in writing.
- 8.7. **Annex 2** to the Tax Assessment forms an integral part of this Agreement.
- 8.8. The contracting parties agree that settlement and payment of the Premium Partner Remuneration is only possible with the fully completed contract concluded herein (in particular Annex 2).

9. Assignment and set-off

- 9.1. The premium partner is not entitled to assign, transfer or pledge claims against e.quikk in whole or in part to a third party unless e.quikk has agreed to this in writing in advance.
- 9.2. e.quikk is entitled to offset its own claims against the claims of the premium partner or to set them off against claims of the premium partner. In this context, there is a right of retention in favour of e.quikk with regard to claims of the premium partner.
- 9.3. The premium partner is only entitled to offset claims and receivables of e.quikk if the premium partner's claim is undisputed or has been legally established.

10. Warranty, liability

- 10.1. e.quikk does not guarantee the functionality of the software, in particular that the software or the results generated by means of the software fulfil certain requirements of the premium partner, are error-free, complete, up-to-date or available at all. This does not apply if specific requirements have been expressly agreed in writing. Disruptions or impairments of functionality are to be reported to e.quikk immediately.
- 10.2. e.quikk is liable for negligent acts and omissions insofar as they injure life, body and health. In the case of slight negligence, liability is limited to the breach of essential contractual obligations ("cardinal obligations"). Essential contractual obligations are those obligations whose fulfilment makes the proper execution of the contract possible in the first place and on whose compliance the premium partner may regularly rely. e.quikk is otherwise only liable to the client for actions and omissions in connection with this contract for intent and gross negligence, of a legal representative or vicarious agent. Liability for indirect damages is limited in any case to a maximum of EUR 5,000, regardless of whether the damage occurred in a single case or in several cases.
- 10.3. The online platform contains links and references to pages and information of third parties. These are considered reliable by e.quikk. Despite regular and careful checking of the contents of linked pages and data and documents obtained from third parties, e.quikk can neither guarantee nor accept liability for their correctness, completeness, up-to-dateness, legality and the absence of third party rights.
- 10.4 The premium partner indemnifies e.quikk from all claims of third parties, insofar as e.quikk is held liable due to breaches of duty by the user for which it is responsible.

11. Data protection

- 11.1. e.quikk is entitled to collect, store and use personal data of the premium partner for the purpose of the premium partner agreement, the provision of access to the software, the system or software use and the administration of the IT security facilities as well as to record the use of the software for statistical purposes within the framework of web controlling.
- 11.2 The Premium Partner assures to comply with all data protection regulations, in particular those of the DSGVO as well as national implementation laws, and to commit its possible employees accordingly.
- 11.3. The premium partner undertakes to maintain silence and secrecy about all business and operational matters of e.quikk that have become known to them or that become known to them (i.e. such matters that go beyond the issuing of a recommendation), even beyond the end of this agreement. The premium partner will maintain absolute silence towards third parties about all facts, payments, account balances and the like of interested parties and investors, which he may learn in the course of his activity.
- 11.4. The Premium Partner hereby confirms that it has received the separate "Data Protection Notices pursuant to the General Data Protection Regulation (DSGVO)".
- 11.5. In all other respects, the terms and conditions published at <https://www.equikk.com/privacy-policy/> or any successor site shall apply.

12. Period of use, term of contract, termination

- 12.1. The Premium Partner Agreement and the authority to use it is concluded for an indefinite period. It shall expire upon termination of the Premium Partner Agreement.

Each party is entitled to terminate the agreement with two weeks' notice to the end of the respective month. The right of each party to terminate for good cause without observing a notice period in accordance with § 626 BGB remains unaffected.

An important reason in favour of e.quikk exists in particular if (i) in the case of changes to legal or regulatory requirements concerning premium partners, insofar as these cannot be implemented with a justifiable effort according to commercial judgement and/or a supervisory authority orders or limits the termination of the possibility of premium partner activity for a contractual party.

In addition, good cause shall be deemed to exist in particular (i) in the event of the expiry, revocation or withdrawal of any legally required permits or authorisations for the performance of this Agreement, (ii) in the event of the discontinuation of business activities, (iii) in the event of material damage to the reputation or standing of a party or a company affiliated with the parties by the respective other party or by a third party engaged by the latter, (iv) in the event of material infringement of rights to a name, industrial property rights of a party or a company affiliated with the parties, as well as (vi) in the event of a material breach of provisions of this Agreement.

The premium partner is not entitled to assert claims against e.quikk with regard to remuneration, compensation or damages if e.quikk has terminated this agreement for good cause and this termination is due to culpable behaviour on the part of e.quikk; claims for payment of the premium partner remuneration that have already arisen and are due at the time of receipt of the termination remain unaffected by the regulation according to half-sentence 1. Any claims of e.quikk against the premium partner remain unaffected by sentence 1.

- 12.2. This Agreement shall terminate without the need for a separate notice of termination (i) upon the opening of insolvency proceedings against the assets of the Premium Partner or upon the rejection of the opening of insolvency proceedings for lack of assets or (ii) (if the Premium Partner is a natural person) upon the death of the Premium Partner; the relevant termination date shall be the calendar day on which an event pursuant to this clause occurs. The Premium Partner's claims to remuneration shall expressly pass to the heirs in the event of the death of the Premium Partner.
- 12.3. It is agreed between the parties that no age restriction shall apply on the part of the Premium Partner (provided that the Premium Partner is a natural person); the contractual relationship under this Agreement shall last irrespective of age, subject to termination.
- 12.4 As a result of a termination of this agreement, the premium partner is obliged to return to e.quikk the documents made available to him as well as the documents, files and other materials (in particular materials made available by e.quikk), which were created by him in connection with this agreement, as far as these are not consumed as intended or are necessary for further permission-free activity.
- 12.5. Software or software components that are essential for the implementation of the Premium Partner Agreement cannot be terminated separately. Furthermore, individually agreed components, licences and programmes may be terminated with one month's notice to the end of the month.
- 12.6. Significant restrictions of chargeable services and significant price increases entitle the Premium Partner to extraordinary termination of these services.
- 12.7. A termination must be made in writing. e.quikk can also deposit a termination of this premium partner agreement in the electronic premium partner internet portal, in which the premium partner can register, in the form of an electronically retrievable document (e.g. as a PDF file). The provisions on the use of the Premium Partner Portal shall apply.
- The provisions of the contract concluded separately between e.quikk and the premium partner regarding the use of the premium partner portal as well as the declaration of consent for the use of the premium partner's personal data apply accordingly.
- 12.8. Upon termination of this Agreement, the Premium Partner shall be entitled to payment of any outstanding Premium Partner remuneration.
- 12.9. The premium partner has no claim against e.quikk for recommender remuneration, compensation or damages if e.quikk has terminated the premium partner remuneration agreement and there was an important reason for the termination due to culpable behaviour on the part of the premium partner. Purely as a precaution, the premium partner hereby expressly waives the assertion of such claims. e.quikk hereby accepts this waiver. This does not affect the premium partner's remuneration claims already due and earned at the time of receipt of the termination.
- 12.10. The premium partner is not entitled to assert claims against e.quikk with regard to remuneration, commission, brokerage, compensation or damages if e.quikk has terminated this agreement for good cause and this termination is due to culpable behaviour on the part of the premium partner; claims for payment of the premium partner remuneration that have already arisen and are due at the time of receipt of the termination remain unaffected by the regulation according to half-sentence 1. Any claims of e.quikk against the premium partner remain unaffected by sentence 1.
- 12.11. The parties further agree that the premium partner has no claim for compensation according to § 89 b HGB against e.quikk and/or the respective product partner. The premium partner remuneration covers a possible compensation claim according to § 89 b HGB - if this should apply - to the full extent, so that a further compensation claim does not exist.

13. Communications

13.1. All notices in connection with this Agreement shall be given using the following contact details:

13.1.1. Provided to e.quikk:

in writing (by letter) or in text form (by fax)

e.quikk TM

e.quikk Technologies N.V.

Stravinskylaan 3051

Atrium Building 4th Floor

1077 ZX Amsterdam

13.1.2. Provided to the premium partner:

in writing (by letter), in text form (by fax or by unencrypted email) or electronically in a common format (e.g. PDF) in the Premium Partner Portal

Company/business name or first and last name of the premium partner

Data of the Premium Partner in accordance with the contract agreement when registering online at

www.equikk-ir.com or updated in the Premium Partner Portal.

13.2. Each Party shall promptly notify the other Party in writing or in text form of any changes in connection with this Clause 13.

14. Other

14.1. All amendments and additions to this Premium Partner Agreement must be made in writing and may in any case only be made by persons authorised to represent the contracting parties. Notices may also be transmitted in unencrypted or encrypted form by means of an electronic means of communication (e-mail, fax) in order to be effective. However, this does not apply to a termination of this contract; this always requires a registered letter.

14.2. Should any provision of this agreement be or become invalid or unenforceable in whole or in part, or should a loophole be found in this agreement, this shall not affect the validity of the remaining provisions. In place of an invalid or unenforceable provision or in order to fill a gap, the legally valid provision shall apply which comes closest to what the contracting parties intended or would have intended according to the sense and purpose of this agreement, if they had considered the point when concluding this agreement. If a provision of this agreement is ineffective due to a formal requirement, the contracting parties shall make good the transaction in the required form without delay.

14.3. There shall be no verbal ancillary agreements. Ancillary agreements must be in writing in order to be valid. This also applies to the waiver of the requirement of the written form.

15. DATA PROTECTION, DATA PROCESSING CLAUSE, CONSENT FOR ADVERTISING

15.1. The rights and obligations of the Premium Partner regarding the processing of customer data result from the data protection information and the declaration of consent to be submitted separately. The following data protection information together with the declaration of consent and the separate "Data protection information in accordance with the Data Protection Regulation (DSGVO)" are expressly made part of this contract.

The Premium Partner hereby further agrees that its personal data may be processed for the following additional purposes

- Contacting you by e-mail, telephone, fax and/or SMS for advertising and marketing purposes (this includes my agent(s) as well as third parties commissioned by you (cooperation partners and/or affiliated companies);
- Presentation of further products and/or services by e-mail, telephone, fax and/or SMS as well as
- Data analysis for marketing purposes.

I am aware of the following with regard to our business relationship and its initiation, including all current and future contractual relationships, as well as my/our personal data provided or contained in this and other documents and records.

I consent to the processing of my data by and the provision of information to my respective intermediary. This includes third parties (in particular clearing houses, sub-distributors, registrars, etc.) including domestic or foreign authorities that may be located in countries that do not offer a comparable level of data protection as the EU countries.

The applicant(s) specifically accept(s) and consent(s) to the use of recording procedures for telephone conversations and/or electronic communications (i) related to the order as well as (ii) not related to the order/contract and agree(s) that these recordings may be used in court or in any legal proceedings with the same value as written evidence. The recording shall be for evidentiary purposes. The issuer is entitled, but not obliged, to record the telephone conversations and/or electronic communications on audio or data carriers and to retain these recordings. The issuer shall be entitled, but not obliged, to make transcripts of the recordings. The customer shall inform authorised representatives, when authorised, that telephone conversations and/or electronic communications may be recorded.

The storage, further processing and/or retention of telephone calls and/or electronic communications may take place or be located in countries which do not offer a comparable level of protection as the EU countries. This consent can be revoked at any time without giving reasons - but only for the future. The lawfulness of the data processing carried out on the basis of the consent until the revocation remains unaffected. The rights to information, correction, deletion or blocking of personal data can be asserted at any time against the company as well as the previously mentioned offices.

Consent of the premium partner to data processing

If communication with the Premium Partner takes place by e-mail, the communication must be sent unencrypted.

_____, the _____

X _____
Premium partner

16. Exclusive validity, choice of law/jurisdiction/place of performance

16.1. The contractual partners agree that with the signing of this contract exclusively the contractual provisions contained in this contract apply. Any previous premium partner agreements between the contractual partners are hereby cancelled insofar as they relate to e.quikk. This also applies to the brokered contractual relationships and holdings of the premium partner at

the time of this contract conclusion in relation to e.quikk. All other premium partner agreements between the premium partner and e.quikk explicitly do not affect this contract.

- 16.2. The Premium Partner Agreement as well as all rights and obligations arising from it are subject to German law insofar as individual provisions are not subject to mandatory Dutch law. Place of fulfilment and jurisdiction is, as far as legally permissible, exclusively the registered office of e.quikk.
- 16.3. The General Terms and Conditions (GTC) of e.quikk, which apply *mutadis mutandis*, as well as the attached appendices, in particular appendix 1 (remuneration agreement), appendix 2 (information on tax assessment) as well as appendix 3 (contract on commissioned data processing) are an integral part of this contract and are deemed to be agreed. Any GTC of the Premium Partner shall not apply to the existing contractual relationship. By signing this Agreement, each Contracting Party confirms that it has received one copy each of this Agreement and the GTC.

Amsterdam, the 03.01.2023

_____, the _____

e.quikk



Premium partner

to the Premium Partner Agreement

In the version of: 03.01.2023

E.QUIKK - Shares

Premium partner remuneration:

If the Premium Partner makes a recommendation and a transaction is concluded as a result, he/she shall receive remuneration for the subscription of the shares which shall be confirmed separately, including any statutory value added tax. The provisions of the Premium Partner Agreement shall apply, in particular clause 2.

Any remuneration of sub-premium partners is hereby compensated. If a sub-premium partner is invoiced directly by e.quikk, the above-mentioned premium partner remuneration includes the remuneration for the sub-premium partner, which is taken into account and deducted from the remuneration of the premium partner (so-called difference premium partner remuneration).

Amsterdam, the 03.01.2023

_____, the _____

e.quikk

X_____
Premium partner

**Enclosure 2
Information on the tax assessment**

**to the Premium Partner Agreement
Premium Partner Number: ____**

In the version of: 03.01.2023

In particular, for issuance of the Premium Partner remuneration in the credit note procedure, the Premium Partner confirms his personal tax status below.

We, _____ (Premium Partner), exercise my/our activity as Premium Partner as follows:

☐ I am/we are an entrepreneur and carry out the turnover within the scope of our company

I am/we are a small entrepreneur pursuant to §19 UstG-Germany. The turnover within the scope of my/our entire business activity is below the limits of § 19 UstG-Germany.

I will immediately inform e.quikk in writing of any changes in my personal tax status without being asked to do so.

_____, the _____

X _____
Premium partner

**Order processing contract
according to Art. 28 para. 3 DSGVO
("contract")**

between

e.quikk Technologies N.V.
Stravinskylaan 3051
Atrium Building 4th Floor
1077 ZX Amsterdam

- hereinafter also referred to as "Principal" or "Responsible Party" -.

and

Data of the Premium Partner in accordance with the contract agreement when registering online at www.equikk-ir.com or updated in the Premium Partner Portal.

-hereafter also referred to as "premium partner" or "tipster"-.

- hereinafter also referred to as "Contractor" or "Processor" -.

1. General

- 1.1. This contract pursuant to Art. 28 (3) DSGVO regulates the rights and obligations of the parties in connection with the processing of personal data within the scope of the Premium Partner Agreement of insert date. This Agreement shall apply to all activities which are related to the aforementioned Premium Partner Agreement and in which employees of the Contractor or persons commissioned by the Contractor process personal data within the meaning of Art. 4 No. 2 and Art. 28 of Regulation (EU) 2016/679 - General Data Protection Regulation (GDPR) on behalf of the Customer.
- 1.2. Insofar as the term "data processing" or "processing" or "processed" (of data) is used in this Agreement, it shall be based on the definition of "processing" within the meaning of Art. 4 No. 2 DSGVO.

2. Subject matter and duration of the agreement

- 2.1. The assignment includes the following:
The contractor shall undertake the recording of personal data of the clients (investors) in a subscription form (or in a similar application aimed at the acquisition of financial investment products), brokerage documentation and shall make a copy of the clients' identity card on behalf of the client. The Contractor shall process the subscription application, etc., the brokerage documentation and the copy of the identity card as an electronic document by means of scanning in an electronic management system and shall transmit the electronic document of the subscription form, the brokerage documentation and the copy of the identity card by e-mail and the original of the subscription application, the brokerage documentation and the copy of the identity card by post to the Client.

The contractually agreed service shall be provided exclusively in a member state of the European Union or in a contracting state of the Agreement on the European Economic Area. Any relocation of the service or parts thereof to a third country requires the prior consent of the client and may only take place if the special requirements of Art. 44 et seq. DSGVO are fulfilled (e.g. adequacy decision of the European Commission, standard data protection clauses, approved codes of conduct).

- 2.2. Duration of the order

This Agreement is entered into for the duration of the Premium Partner Agreement from the Insert Date and shall terminate upon termination of this Premium Partner Agreement.

The Principal may terminate the Order Processing Agreement at any time without notice if there is a serious breach by the Contractor of data protection provisions or the provisions of this Agreement, the Contractor is unable or unwilling to carry out an instruction of the Principal or the Contractor refuses control rights of the Principal in breach of the Agreement. In particular, non-compliance with the obligations agreed in this contract and derived from Art. 28 DSGVO constitutes a serious breach.

3. Nature and purpose of the processing, type of personal data and categories of data subjects:

3.1. Type of processing (according to the definition of Art. 4 No. 2 GDPR):

The processing is of the following nature: collection, recording, organisation, ordering, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data.

3.2. Purpose of the processing

The processing of personal data is carried out for the following purposes, which may be single or cumulative:

For the performance of a contract with the investors or for the implementation of pre-contractual measures, which are carried out at the request of the data subject in accordance with the subscription requests of the investors. The legal basis for this is Art. 6 para. 1 lit. b DSGVO.

To fulfil a legal obligation of the client, which may include certain legal or regulatory disclosures and the recording of services provided by telephone. The legal basis for this is Art. 6 (1) lit. c DSGVO.

For the performance of a task which is in the public interest or which has been entrusted to the contracting authority by the public administration, e.g. the verification processes for the prevention of fraud, money laundering, financing of terrorism, bribery and corruption, and in order to prevent services from being offered to persons who may be subject to economic or trade sanctions. The legal basis for this is Art. 6 para. 1 lit. e DSGVO.

To protect a legitimate interest of the client or a third party, unless the interests, fundamental rights and freedoms of the data subject for the protection of personal data prevail, such as for the purpose of asserting legal claims and defence in legal disputes, ensuring IT and IT security and the IT operation of the company as well as measures for corporate management and further development of services and products. The legal basis for this is Art. 6 para. 1 lit. f DSGVO.

3.3. Type of personal data (according to the definition of Art. 4 No. 1 GDPR):

The personal data listed below are processed by the client's customers:

Name, address, telephone number (landline and/or mobile), e-mail address, date and place of birth, gender, nationality, marital status, identification data (e.g. official ID card data), authentication data (e.g. signature sample), current or relevant previous occupation, detailed information on knowledge and/or experience with securities (MiFID status), signature specimen, current or relevant previous occupation, detailed information on knowledge and/or experience with securities (MiFID status), investment behaviour/strategy (scope, frequency, risk tolerance), financial situation (assets, liabilities, income from employment/self-employment/business, expenses), foreseeable changes in financial circumstances (e.g. retirement age), tax situation (e.g. income from employment/self-employment/business). (e.g.

retirement age), tax information (e.g. information on church tax liability), tax number, tax identification number, documentation data (e.g. advisory protocols), FATCA status, politically exposed person.

3.4. Categories of data subjects (according to the definition of Art. 4 No. 1 GDPR):

The persons affected by the data processing are (potential) customers of the principal.

4. Rights and duties as well as powers of instruction of the principal

- 4.1. The Client shall be solely responsible for assessing the permissibility of the processing pursuant to Art. 6 (1) DSGVO and for safeguarding the rights of the data subjects pursuant to Art. 12 to 22 DSGVO. Nevertheless, the contractor is obliged to forward all such requests to the client without delay, insofar as they are recognisably directed exclusively to the client.

Changes to the object of processing and process changes shall be agreed jointly between the Client and the Contractor and set out in writing or in a documented electronic format.

As a rule, the Client shall issue all orders, partial orders and instructions in writing or in a documented electronic format. Verbal instructions shall be confirmed immediately in writing or in a documented electronic format.

The Client shall be entitled, as stipulated in Clause 5, to satisfy itself prior to the commencement of the processing and thereafter regularly in an appropriate manner of the compliance with the technical and organisational measures taken at the Contractor as well as the obligations stipulated in this Agreement.

The Client shall inform the Contractor without delay if it discovers any errors or irregularities in the examination of the results of the order.

The Client is obliged to treat all knowledge of business secrets and data security measures of the Contractor obtained within the framework of the contractual relationship as confidential. This obligation shall remain in force even after termination of this contract.

5. Persons authorised to give instructions to the principal, recipients of instructions from the contractor

The person(s) authorised to issue instructions to the client is/are the managing director(s) of e.quikk.

E-mail address: info@equikk.com

is/are a recipient of instructions at the contractor:

[Tipster]

Communication channels to be used for instruction:
e.quikk Technologies N.V.
Stravinskylaan 3051
Atrium Building 4th Floor
1077 ZX Amsterdam

In the event of a change or long-term prevention of the contact persons, the contracting partner must be informed immediately and in principle in writing or electronically of the successors or the representatives. The instructions shall be kept for their period of validity and subsequently for three full calendar years.

6. Duties of the Contractor

The Contractor shall process personal data exclusively within the framework of the agreements made and in accordance with the instructions of the Principal, unless the Contractor is required to do so by the law of the Union or the Member States to which the Processor is subject (e.g. investigations by law enforcement or state protection authorities); in such a case, the Processor shall notify the Controller of these legal requirements prior to the processing, unless the law in question prohibits such notification due to an important public interest (Art. 28 (3) sentence 2 lit. a DSGVO).

The Contractor shall not use the personal data provided for processing for any other purposes, in particular not for its own purposes. Copies or duplicates of the personal data shall not be made without the Client's knowledge.

In the area of the processing of personal data in accordance with the order, the Contractor warrants that all agreed measures will be carried out in accordance with the contract. He assures that the data processed for the Client are strictly separated from other data files.

The data carriers that originate from the client or are used for the client shall be specially marked. Receipt and dispatch as well as ongoing use are documented.

The Contractor shall carry out inspections in its area throughout the entire performance of the service for the Client:

The result of the checks shall be documented.

The contractor shall cooperate to the necessary extent in the fulfilment of the rights of the data subjects pursuant to Art. 12 to Art. 22 of the GDPR by the client, in the creation of the lists of processing activities as well as in necessary data protection impact assessments of the client and support the client appropriately as far as possible (Art. 28 (3) sentence 2 lit. e and lit. f of the GDPR). The contractor shall forward the necessary information to the client without delay to the following office:

The contractor shall immediately draw the attention of the client to the fact if, in his opinion, an instruction issued by the client violates statutory provisions (Art. 28 (3) sentence 3 DSGVO). The contractor is entitled to suspend the implementation of the corresponding instruction until it is confirmed or changed by the responsible person at the client after review.

The contractor shall correct, delete or restrict the processing of personal data from the contractual relationship if the client requests this by means of an instruction and the legitimate interests of the contractor do not conflict with this.

The contractor may only provide information about personal data from the contractual relationship to third parties or the person concerned after prior instruction or consent by the client.

The Contractor agrees that the Client - in principle by appointment - is entitled to monitor compliance with the regulations on data protection and data security as well as the contractual agreements to a reasonable and necessary extent itself or through third parties commissioned by the Client, in particular by obtaining information and inspecting the stored data and the data processing programmes as well as through on-site reviews and inspections (Art. 28 para. 3 sentence 2 lit. h DSGVO).

The Contractor warrants that it will assist in these checks as necessary.

The processing of data in private residences (teleworking or working from home by employees of the Contractor) is only permitted with the consent of the Client. Insofar as the data is processed in a private home, access to the employee's home must be contractually ensured in advance for control purposes of the employer. The measures pursuant to Article 32 of the GDPR shall also be ensured in this case.

The Contractor confirms that it is aware of the data protection regulations of the GDPR relevant to the commissioned processing.

The contractor undertakes to maintain confidentiality in the processing of the client's personal data in accordance with the contract. This obligation shall continue to exist even after termination of the contract.

The Contractor warrants that it will familiarise the staff employed in the performance of the work with the relevant provisions of data protection law before they commence their work and that they will be bound to secrecy in an appropriate manner for the duration of their work and after termination of the employment relationship (Art. 28 (3) sentence 2 lit. b and Art. 29 DSGVO). The contractor shall monitor compliance with the data protection regulations in his company.

A company data protection officer has not been appointed at the Contractor, as the legal necessity for an appointment does not exist.

The client is responsible for data protection:
the respective board(s) of directors
E-mail address: info@equikk.com

7. Notification obligations of the contractor in the event of processing disruptions and breaches of personal data protection

The Contractor shall notify the Client without undue delay of any disruptions, infringements by the Contractor or the persons employed by the Contractor and against provisions of data protection law or the stipulations made in the order as well as of any suspected data protection infringements or irregularities in the processing of personal data. This shall also apply in particular with regard to any reporting and notification obligations of the Client pursuant to Art. 33 and Art. 34 of the GDPR. The contractor assures to adequately support the client, if necessary, in its obligations pursuant to Art. 33 and Art. 34 of the GDPR (Art. 28 (3) sentence 2 lit. f of the GDPR). The Contractor may only carry out notifications pursuant to Art. 33 or Art. 34 of the GDPR on behalf of the Client after prior instruction pursuant to Section 4 of this Agreement.

8. Subcontracting relationships with subcontractors (Art. 28 (3) sentence 2 lit. d DSGVO)

The commissioning of subcontractors for the processing of data of the Client is only permitted to the Contractor with the consent of the Client, Art. 28 (2) GDPR, which must be given via one of the above-mentioned communication channels (No. 4) with the exception of verbal consent. Consent can only be granted if the contractor informs the client of the name and address as well as the intended activity of the subcontractor. In addition, the contractor must ensure that it carefully selects the subcontractor, paying particular attention to the suitability of the technical and organisational measures taken by them within the meaning of Art. 32 GDPR. The relevant inspection documents in this regard shall be made available to the Client upon request.

Subcontractors may only be engaged in third countries if the special requirements of Art. 44 et seq. GDPR are met (e.g. adequacy decision of the Commission, standard data protection clauses, approved codes of conduct).

The contractor shall ensure by contract that the agreed regulations between the client and the contractor also apply to subcontractors. In the contract with the subcontractor, the information shall be specified in such concrete terms that the responsibilities of the contractor and the subcontractor are clearly delineated. If several subcontractors are used, this also applies to the responsibilities between these subcontractors. In particular, the contracting authority must be entitled, if necessary, to carry out appropriate checks and inspections, including on site, at subcontractors' premises or to have them carried out by third parties commissioned by it.

The contract with the subcontractor must be in writing, which may also be in an electronic format (Art. 28(4) and Art.28(9) GDPR).

The forwarding of data to the subcontractor is only permissible once the subcontractor has fulfilled the obligations pursuant to Art. 29 and Art. 32 (4) of the GDPR with regard to its employees.

The Contractor shall verify compliance with the obligations of the subcontractor(s):

The result of the inspections shall be documented and made available to the Client upon request.

The Contractor shall be liable to the Client for ensuring that the Subcontractor complies with the data protection obligations contractually imposed on it by the Contractor in accordance with this section of the Contract.

The processor shall always inform the controller of any intended change regarding the involvement of new subcontractors or the replacement of existing subcontractors, which gives the client the opportunity to object to such changes (Section 28(2) sentence 2 of the GDPR).

9. Technical and organisational measures according to Art. 32 DSGVO (Art. 28 para. 3 p. 2 lit. c DSGVO)

A level of protection appropriate to the risk to the rights and freedoms of the natural persons concerned by the processing shall be ensured for the specific commissioned processing. For this purpose, at least the protection objectives of confidentiality, availability and integrity of the systems and services, as well as their resilience in relation to the type, scope, circumstances and purpose of the processing operations, shall be taken into account in such a way that the risk is permanently mitigated by appropriate technical and organisational remedies.

The data protection concept described in the appendix presents in detail the selection of technical and organisational measures suitable for the identified risk, taking into account the protection goals according to the state of the art and with special consideration of the IT systems and processing procedures used by the contractor.

The contractor shall conduct a review, assessment and evaluation of the effectiveness of the technical and organisational measures to ensure the security of the processing when there is cause to do so, but at least once a year (Art. 32 (1) (d) GDPR). The result, including a complete audit report, shall be communicated to the Client.

Decisions on the organisation of data processing and on the procedures used that are significant for security shall be agreed between the contractor and the client.

Insofar as the measures taken at the Contractor do not meet the requirements of the Client, the Contractor shall notify the Client without delay.

The measures taken by the contractor may be adapted to technical and organisational developments in the course of the contractual relationship, but must not fall below the agreed standards.

The Contractor must coordinate significant changes with the Client in documented form (in writing, electronically). Such coordination shall be retained for the duration of this contract.

10. Obligations of the contractor after termination of the contract, Art. 28 (3) sentence 2 lit. g DSGVO

After termination of the business relationship between the Client and the Contractor and/or termination of the respective customer contractual relationship, the Contractor shall hand over to the Client and/or delete or destroy or have destroyed in accordance with data protection law all data, documents and created processing or utilisation results that have come into its possession as well as to subcontractors and that are related to the contractual relationship.

The deletion or destruction shall be confirmed to the Client in writing or in a documented electronic format, stating the date.

11. Remuneration

The Contractor shall not be remunerated for its activities under this Agreement.

12. Liability

Reference is made to Art. 82 of the GDPR.

13. Other

Agreements on technical and organisational measures as well as control and audit documents (also on subcontractors) shall be kept by both contracting parties for their period of validity and subsequently for three full calendar years.

For ancillary agreements, the written form or a documented electronic format is generally required.

Should the property or the personal data of the Client to be processed at the Contractor be endangered by measures of third parties (for example by attachment or seizure), by insolvency or composition proceedings or by other events, the Contractor shall notify the Client immediately.

The defence of the right of retention within the meaning of Section 273 of the German Civil Code (BGB) is excluded with regard to the data processed for the Client and the associated data carriers.

Should individual parts of this agreement be invalid, this shall not affect the validity of the rest of the agreement.

Amsterdam, the 03.01.2023

_____, the _____

e.quikk

X_____
Premium partner

Annex: Technical and organisational measures

1. confidentiality pursuant to Art. 32 (1) b DS-GVO

- Physical access control
No unauthorised access to data processing equipment, e.g. magnetic or chip cards, keys, electronic door openers, building security staff and/or for entrance controls, alarm system, video surveillance systems.
- Electronic access control
No unauthorised use of systems for data processing and storage, e.g. (secure) passwords, automatic locking/locking mechanisms, two-factor authentication, encryption of data carriers/storage media.
- Internal access control (user rights for access to and modification of data)
No unauthorised reading, copying, changing or deleting of data in the system, e.g. authorisation concept, access rights on a need-to-know basis, access logging
- Separation by purpose
Separate processing of data collected for different purposes, e.g. supporting the controller for multiple purposes, sandboxing technique
- Pseudonymisation (Art. 32 para. 1 a DS-GVO, Art. 25 para. 1 DS-GVO)
Method/manner of processing personal data in such a way that the data can only be attributed to a data subject with the aid of additional information; this additional information must be stored separately and protected with appropriate technical and organisational measures

2. integrity (Art. 32 para. 1 b DS-GVO)

- Control of data transmission
No unauthorised reading, copying, modification or deletion of data during their electronic transmission or transport, e.g. encryption, virtual private networks (VPN), electronic signatures
- Data entry control
Checking whether and by whom personal data are entered into a data processing system or are changed or deleted in it, e.g. protocols, document management

3. availability and resilience (Art. 32(1)(b) GDPR)

- Availability control
Prevention against accidental or intentional destruction or loss, e.g. back-up strategy (online/offline; on-site/off-site), uninterruptible power supply (UPS), virus protection, firewall, reporting procedures and contingency planning.
- Rapid recovery (Art. 32(1)(c) GDPR)

4. procedures for regular review, assessment and evaluation (Art. 32(1)(d) of the GDPR; Art. 25(1) of the GDPR)

- Data protection management
- Response management
- Data protection through technology and data protection-friendly default settings (Art. 25 (2) DS-GVO)
- Order or contract control
Processing by third parties in accordance with Art. 28 GDPR exclusively on the basis of appropriate instructions from the controller, e.g. clear and unambiguous contractual agreements, formalised contract management, strict controls in the selection of service providers, mandatory prior evaluation, follow-up checks for monitoring purposes