

Hermeta GmbH

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DATA PROCESSOR ADDENDUM

In order that you as a service provider and data processor (referred to as "Processor", "you" or "your") may provide or continue providing certain services (the "Services") pursuant to our service agreement (the "Service Agreement") to us as data controller, being either **RPM International Inc.** of 2628 Pearl Road, P.O. Box 777 Medina, Ohio 44258 or the relevant Customer Affiliate(s) which is party to, a beneficiary under or provides Personal Data under the Service Agreement (the relevant party referred to as "Customer" or "we", "us" or "our"), you have agreed that these data processing and compliance terms ("Terms") shall apply (notwithstanding any other terms and conditions applicable to the delivery of the Services to the contrary) in order to address the compliance obligations imposed upon Customer pursuant to Data Protection Law (as defined below) and other compliance-related laws, rules and regulations.

BY ACCEPTING ANY PERSONAL DATA, DOCUMENTS OR OTHER MATERIALS FROM US AFTER RECEIPT OR EXECUTION HEREO OR OTHERWISE COMMENCING OR CONTINUING THE SERVICES ("EFFECTIVE DATE"), YOU AGREE THAT PROCESSOR WILL PROCESS ALL PERSONAL DATA IN ACCORDANCE WITH THESE TERMS, WHICH YOU HEREBY ACCEPT FOR AND ON BEHALF OF THE PROCESSOR.

These Terms shall constitute a separate agreement, or they may be incorporated by reference in the relevant Service Agreement, as the case may be.

NOW IT IS HEREBY AGREED as follows:

1. DEFINITIONS

1.1. In these Terms, capitalised words shall have the meaning as set out below or, as the case may be, elsewhere in these Terms:

"Affiliate"	means any entity that directly or indirectly controls, is controlled by, or is under common control with, a party from time to time during the Term;
"Data Protection Law"	means the data privacy laws applicable to the processing in connection with the Services, including, where applicable, the Directive 95/46/EC, as amended or replaced by any subsequent Regulation, Directive or other legal instrument of the European Union ("EU") including by the General Data Protection Regulation or similar law, or the applicable data privacy laws of any other relevant jurisdiction;
"Contractual Clauses"	means the standard contractual clauses of the European Commission for the transfer of personal data across borders, as amended or replaced from time to time, or any equivalent set of contractual clauses approved for use under Data Protection Law; and
"Personal Data"	means the personal data processed by Processor in connection with the Services on behalf of CUSTOMER during the Term. The processing may include activities required for the proper administration of Customer's business, such as cloud-based and other services relating to HR, operations, marketing, sales, finance, IT and other activities. This will include names

and other information about data subjects such as employees, business contacts, customers, etc.

1.2. The words "data subject", "personal data", "processing" and variations, "controller" and "processor" shall have the meaning attributed to them in Data Protection Law.

2. APPOINTMENT

2.1. Customer is designated by its Affiliates to provide and manage various services, including the Services on their behalf. Accordingly, Personal Data may contain personal data in relation to which Customer Affiliates are controllers. Customer confirms that it is authorized to communicate to Processor any instructions or other requirements on behalf of its Affiliates in respect of processing of Personal Data by Processor in connection with the Services. Notwithstanding any other provisions of these Terms, such Customer Affiliates shall be entitled to enforce these Terms as third-party beneficiaries.

2.2. Processor is appointed by Customer to process Personal Data on behalf of Customer and/or its Affiliates as is necessary to provide the Services or as otherwise agreed by the parties in writing.

3. DURATION

The Terms shall commence on the Effective Date and shall continue in full force and effect until such time as all Services have ceased and all Personal Data in the Processor's possession or within its reasonable control (including those held by a Subprocessor) have been returned or destroyed (the "Term"). The prior sentence notwithstanding, Processor's obligations under clauses 4, 5, 6, 7, and 8 (and any other clauses which by implication ought to survive) shall survive the expiry of these Terms and to the extent that the Processor continues to process (including without limitation by way of storage) any Personal Data.

4. DATA PROTECTION COMPLIANCE

4.1. In relation to its processing of Personal Data, save as otherwise required by law, you agree to:

- process Personal Data only as required in connection with the Services and in accordance with our documented lawful instructions from time to time;
- inform us if, in your opinion, an instruction infringes Data Protection Law;
- comply with any applicable guidelines and codes of practice issued by any regulator (including without limitation a Data Protection Authority) having jurisdiction over the Processor's processing of the Personal Data from time to time;
- ensure that all personnel authorised by you to process Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
- implement appropriate technical and organisational measures to appropriately safeguard Personal Data having regard to the nature of the personal data which is to be protected and the risk of harm which might result from any Security Breach (as defined below), at a minimum the measures set out in the Schedule;
- promptly, and in any event within 2 business days, inform us of any data subject requests under Data Protection Law or regulatory or law enforcement requests relating to Personal Data. You shall not acknowledge or otherwise respond to the subject access request except with our prior written approval, which shall not be unreasonably withheld;

An **RPM** Company

Geschäftsführer:
Dr. David Chapman
Jan Van den Broeck

Sitz der Gesellschaft:
Berlin
HRB 129724 B
Amtsgericht Berlin-Charlottenburg
USt.-IdNr.: DE 273 378 085

Bankverbindung:
DE96 1005 0000 6000 0456 52
BELADEBEXX (Berliner Sparkasse)
DE39 5001 0900 0019 4230 18
BOFADEFX (Bank of America)

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- (g) provide such assistance as Customer may reasonably require in order to ensure our or our Affiliates' compliance with Data Protection Law in relation to data security, data breach notifications, data protection impact assessments and prior consultations with the relevant supervisory authority or other competent authority;
- (h) at our choice, without delay delete or return all Personal Data to us, and delete existing copies of all Personal Data in the Processor's possession or within its reasonable control (including those held by a Subprocessor); and
- (i) make available to Customer information reasonably necessary to demonstrate your compliance with these Terms and allow for, and contribute to, audits and inspections carried out by Customer.

5. SUBPROCESSORS

- 5.1. Processor will not sub-contract, outsource, assign, novate or otherwise transfer obligations under these Terms or engage any subcontractors involved in the processing of Personal Data (each a "Subprocessor") without prior written notice to Customer.
- 5.2. Processor acknowledges and agrees that it shall remain liable to Customer for a breach of these Terms by a Subprocessor and any other subsequent third party processors.
- 5.3. When engaging a Subprocessor, Processor will:
 - (a) carry out reasonable due diligence;
 - (b) enter into a contract on terms, as far as practicable, same as those in these Terms, and which shall include Contractual Clauses to provide adequate safeguards with respect to the processing of Personal Data; and
 - (c) inform us of any intended changes concerning the addition or replacement of a Subprocessor from time to time.

6. SECURITY INCIDENTS

- 6.1. "Security Breach" means any, whether actual or suspected accidental, unauthorized or unlawful, destruction, loss, alteration or disclosure of, or access to Personal Data.
- 6.2. Processor will notify Customer (including a detailed description) without undue delay, and in any event within 48 hours, of becoming aware of any Security Breach.
- 6.3. Processor will immediately, at its own expense, investigate the Security Breach and take reasonable action to identify, prevent and mitigate the effects of the Security Breach and, with Customer's prior agreement, carry out any recovery or action necessary to remedy the Security Breach. Processor will take such further action as we may reasonably request in order to comply with Data Protection Law. Processor shall promptly inform Customer of the results of its review.
- 6.4. Processor may not release or publish any filing, communication, notice, press release, or report concerning any Security Breach ("Notices") without our prior written approval.

7. INTERNATIONAL DATA TRANSFERS

- 7.1. Processor will ensure that no Personal Data are transferred outside of either:
 - (a) the European Economic Area ("EEA"); or
 - (b) any other territory in which restrictions are imposed on the transfer of Personal Data across borders under Data Protection Law,without the prior notice to Customer so that Customer may object and subject to clause 7.2. A transfer of Personal Data includes situations where Processor or Subprocessor locations outside of the regions specified in (a) and (b) above access Personal Data held within those regions.
- 7.2. Where consent is given, to the extent that Personal Data is transferred outside the EEA, the terms of the transfer shall be

governed by the EU Standard Contractual Clauses, as may be amended, for the transfer of personal data to third countries, which are hereby incorporated into this agreement. Processor further agrees to enter into the Contractual Clauses with any other Customer company on request.

- 7.3. In respect of transfers of Personal Data from the EEA to the US only, if Processor is, as at the Effective Date, registered with the EU-US Privacy Shield, Processor agrees to:
 - (a) Adhere to the Privacy Shield requirements through the Term; and
 - (b) Immediately inform the Customer if at any time Processor ceases to be Privacy Shield certified.

8. OTHER COMPLIANCE-RELATED OBLIGATIONS

- 8.1. In supplying the Services, Processor will comply with and ensure that its employees, agents, contractors and Subprocessors comply with all applicable laws, rules and regulations; including but not limited to the following:
 - (a) the US Foreign Corrupt Practices Act, the UK Bribery Act, local anti-corruption laws and all other laws prohibiting any form of commercial, private or public bribery;
 - (b) international cross-border laws and regulations, including regulations administered by the US Commerce and Treasury Departments and relevant local trade laws that may restrict the transfer of products and services involved in international trade, and in accordance with US regulations. Processor will ensure that no Services are provided by agents, contractors or Subprocessors in Cuba, Syria, Iran, North Korea, or the Crimea Region of Ukraine;
 - (c) data privacy and protection laws as more fully described in this Addendum.
- 8.2. Processor agrees to adhere to internationally recognized standards and safeguards, specifically in relation to fair and appropriate compensation, the right to work, prevention of harassment, safety, freedom of association, work hours, overtime, wages, benefits, and those safeguarding individuals from slavery, human trafficking and child and forced labor.

9. INDEMNITY

Notwithstanding any provisions of the relevant Services agreement to the contrary, Processor shall and hereby agrees to indemnify and hold harmless Customer, Customer Affiliates and their respective officers, employees, agents and subcontractors (each an "Indemnified Party") from and against any and all claims, losses, demands, actions, liabilities, fines, penalties, reasonable expenses, damages and settlement amounts (including reasonable legal fees and costs) incurred by any Indemnified Party arising out of or in connection with any breach by Processor of these Terms or any Security Breach arising out of or in connection with any gross negligence or willful misconduct of Processor. Any exclusion or limitation of liability under the Service Agreement shall not apply to this indemnity.

10. MISCELLANEOUS

- 10.1. Heading in these Terms are for convenience only and shall not affect the meaning or interpretation of these Terms.
- 10.2. To the extent of any conflict, these Terms shall prevail over any Service Agreement or other agreement.
- 10.3. Nothing in these Terms will exclude or limit the liability of either party which cannot be limited or excluded by applicable law. Subject to the foregoing sentence, (i) these Terms, including the Schedule, constitutes the entire agreement between the parties

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pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions of the parties relating to its subject matter; and (ii) in relation to the subject matter of these Terms neither party has relied on, and neither party will have any right or remedy based on, any statement, representation or warranty, whether made negligently or innocently, except those expressly set out in these Terms.

- 10.4. Processor shall agree any amendment to these Terms that may be required from time to time for Company and Company Affiliates to comply with any Data Protection Law.
- 10.5. All notices of termination or breach must be in English, in writing and addressed to the other party's primary contact person and legal department. Notice will be treated as given on receipt, as verified by a valid receipt or electronic log. Postal notices will be deemed received 48 hours from the date of posting by recorded delivery of registered post.
- 10.6. The provisions of these Terms are severable. If any phrase, clause or provision is invalid or unenforceable in whole or in part, such invalidity or unenforceability shall affect only such phrase, clause or provision, and the rest of these Terms shall remain in full force and effect.
- 10.7. These Terms are governed by English law and the parties submit to the exclusive jurisdiction of the English courts in relation to any dispute (contractual or non-contractual) concerning these Terms save that either party may apply to any court for an injunction or other relief to protect its property or confidential information.

ACCEPTED:

INSERT NAME OF PROCESSOR

SIGNATURE

NAME, TITLE AND DATE

An **RPM** Company

Geschäftsführer:
Dr. David Chapman
Jan Van den Broeck

Sitz der Gesellschaft:
Berlin
HRB 129724 B
Amtsgericht Berlin-
Charlottenburg
USt.-IdNr.: DE 273 378 085

Bankverbindung:
DE96 1005 0000 6000 0456 52
BELADEBEXXX (Berliner Sparkasse)
DE39 5001 0900 0019 4230 18
BOFADEFX (Bank of America)

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**SCHEDULE
TO COMPLIANCE AND DATA PROCESSOR ADDENDUM
DATA SECURITY MEASURES**

Without prejudice to clause 4.1(e), the Processor shall put in place the following minimum measures, as applicable.

Minimum technical measures

- Firewalls which are properly configured and using the latest software;
- user access control management;
- unique passwords of sufficient complexity on all devices;
- secure configuration on all devices;
- regular software updates, if appropriate, by using patch management software;
- timely decommissioning and secure wiping (that renders data unrecoverable) of old software and hardware;
- real-time protection anti-virus, anti-malware and anti-spyware software;
- https;
- encryption of all portable devices ensuring appropriate protection of the key;
- encryption of personal data in transit by using suitable encryption solutions;
- Secure WiFi access;
- delinquent web filtering and other appropriate internet access restrictions;
- intrusion detection and prevention systems;
- appropriate and proportionate monitoring of personnel; and
- data backup and disaster recovery measures and procedures.

Minimal organisational measures

- Vet all personnel including staff, contractors, vendors and suppliers (including Subprocessors) on continuous basis;
- non-disclosure agreements used with all personnel;
- training of all personnel with access to personal data on confidentiality, data processing obligations, identification of Security Breaches and risks;
- apply principle of least authority, including a restricted or strictly controlled transit of data and material outside of office;
- physical security on premises including reception or front desk, security passes, clean desk policy, storage of documents in secure cabinets, secure disposal of materials, CCTV, etc.;
- apply appropriate policies including Information Security Policy, Data Protection Policy, BYOD, Acceptable Use Policy;
- limited and monitored personal use of work resources, as appropriate.