
Data Processing Agreement (“DPA”) according to Article 28 General Data Protection Regulation (“GDPR”)

between

[COMPANY NAME]

[ADDRESS]

[CITY, POSTAL CODE]

[COUNTRY]

- (the “**Principal**”) -

and

Clearstream Europe AG

Mergenthalerallee 61,

Eschborn, 65760,

Germany

- (the “**Agent**”) -

1. Subject matter and duration

Subject matter

The subject matter of the processing of personal data is defined by the service agreement between the Principal and the Agent, concerning the German Tax Reclaims (hereinafter referred to as: “**Service Agreement**”).

In the context of the Service Agreement the Agent can have access to personal data and process personal data of data subjects listed in this DPA in order to enable the Agent to provide

its services (such personal data processed by the Agent on behalf of the Principal under this DPA: “**Principal Data**”).

Duration of the processing of Principal Data

The duration (term) of this DPA corresponds to the duration of the Service Agreement.

2. Nature and purpose of processing, type of data, categories of data subjects

Nature of processing

☐ The nature of the processing of Principal Data carried out under this DPA is defined in the Service Agreement.

or

- ☐ Collecting or recording of data
- ☐ Organisation or structuring of data
- ☐ Storage of data
- ☐ Adaption or alteration of data
- ☐ Retrieval or consultation of data
- ☐ Use of data
- ☐ Disclosure of data by transmission, dissemination or otherwise making available
- ☐ Alignment or combination of data
- ☐ Restriction of processing (*Blocking*)
- ☐ Erasure and destruction of data
- ☒ other processing: Forwarding tax relevant information on the beneficial owner and the income received on behalf of the CBF Client to the German Tax Authorities (Bundeszentralamt für Steuern “BZSt”)

Purpose of processing

☐ Purpose of processing is defined in the Service Agreement.

or

☒ Description of the purpose of processing: Forwarding tax relevant information on the beneficial owner and the income received on behalf of the CBF Client to the German Tax Authorities (Bundeszentralamt für Steuern “BZSt”)

Type of data

☐ The types of Principal Data subject to the Agent's processing are set out in the Service Agreement.

or

The following types of personal data are processed by the Agent:

- ☒ Name, surname, title
- ☒ Personal contact details (e.g. telephone, e-mail)
- ☐ Work contact details
- ☐ Contract data (contractual relationship, interest in products, services or contracts)
- ☐ Customer history
- ☐ Billing and payment data
- ☐ Rating data (from third parties, e.g. rating agencies, or from public directories)
- ☐ Further details of identification such as personnel number, department or electronic user identification:
- ☐ Photos or recordings such as video or telephone recordings
- ☒ Other (please specify): TaxID, Date of Birth, BO Address Data, Nationality, Residence information, income data (i.e. Holdings)

Categories of data subjects:

☐ The categories of data subjects which are subject to the Agent's processing are defined in the Service Agreement.

or

- ☐ Internal or external employees, former employees
- ☐ Visitors
- ☐ Prospects
- ☒ Customers
- ☐ Subscribers
- ☐ Agents
- ☐ Commercial representatives
- ☐ Contacts
- ☒ (please specify): Beneficial Owner information (Tax relevant and Income)

3. Places of data processing

The Principal Data will be processed and used exclusively within the territory of a Member State of the European Union. Any transfer of Principal Data to a third country requires the prior consent of the Principal and shall only occur if the specific conditions of Article 44 et seq. GDPR have been fulfilled.

4. Technical/organizational measures

The Agent shall implement and document appropriate technical and organizational measures before starting the processing of Principal Data, giving details of the actual processes to be followed, and must present this documentation to the Principal for review. This shall include:

- a) the use of pseudonymisation and encryption of Principal Data, *where necessary and appropriate*;
- b) measures to ensure the ongoing confidentiality, integrity, availability and resilience of the Agent's systems and services, where necessary and appropriate;
- c) the ability to restore the availability and access to Principal Data in a timely manner in the event of a physical or technical incident, where necessary and appropriate; and
- d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing of Principal Data, where necessary and appropriate.

When accepted by the Principal, the documented technical and organizational measures will form the basis of the processing of Principal Data. Where the review or audit by the Principal, in the Principal's view, raises the need for amendments, the Principal shall be entitled to instruct the Agent to apply such amendments, and the Agent shall comply with such instructions.

5. Rectification, restriction and erasure of data

The Agent may rectify and erase Principal Data or restrict the processing of it only in accordance with a documented instruction from the Principal.

In case a data subject contacts the Agent directly concerning a rectification, erasure, or restriction of processing of Principal Data, the Agent will immediately forward the data subject's request to the Principal.

6. Responsibilities of the Agent

The Agent has in particular the following additional responsibilities:

- a) The Agent has to appoint a data protection officer where stipulated by applicable data protection legislation, who performs his/her duties in compliance with Articles 38 and 39 GDPR. The Principal shall be informed immediately of any change of the data protection officer. The data protection officer and his/her contact details are:

dataprotection@deutsche-boerse.com

- b) If the Agent is established outside the EU, it designates a representative within the Union pursuant to Article 27 Paragraph 1 GDPR:

Not applicable

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- c) With respect to Article 28 Paragraph 3 Subparagraph 1 Sentence 2 Lit. b GDPR, the Agent assigns only such employees with the processing of Principal Data who have been committed to confidentiality and have previously been familiarised with the data protection provisions relevant to their work. Any person acting under the Agent's authority who has access to Principal Data, shall process Principal Data exclusively on instructions from the Principal, including the stipulations in this DPA, unless mandatory EU or EU member state law to which the Agent is subject requires the processing of Principal Data. In the latter case, the Agent shall inform the Principal of such requirements before the processing, unless that law prohibits such information on important grounds of public interest. If and to the extent the Principal following such information insists on the instruction, the Principal shall indemnify the Agent fully and in good time against all consequences of the Agent's compliance with such instruction.
 - d) The Agent shall support the Principal in case of requests of the supervisory authority regarding the performance of the tasks of the supervisory authority.
 - e) The Agent shall inform the Principal immediately of any inspections and measures conducted by a supervisory authority, insofar as they relate to the processing of Principal Data. This also applies insofar as the Agent is under investigation by a competent authority in connection with infringements to any civil or criminal law, or administrative rule or regulation regarding the processing of Principal Data.
 - f) Insofar as the Principal is subject to an inspection by a supervisory authority, an administrative or criminal procedure, a liability claim by a data subject or by a third party or any other claim in connection with the processing of Principal Data, the Agent shall make every effort to support the Principal.
 - g) Taking into account the nature of the processing of Principal Data, the Agent shall support the Principal by appropriate technical and organizational measures in order to respond to requests from individuals exercising their rights under applicable data protection legislation.

7. Sub-Processors

The Principal consents to the Agent involving the sub-processors listed in Annex 2 of this agreement.

In addition, the Principle provides a general authorization to the Agent to engage further subprocesors to process Principal Data. The Agent shall give the Principal prior notice of any intended addition or replacement of those further sub-processors. If the Principal reasonably objects to that change within two weeks, the Agent may terminate the DPA for convenience or may involve another sub-processor, in the latter case, the Principal shall reimburse any additional costs incurred by the Agent for involving such other sub-processor.

The Agent must set out the contractual agreements with the sub-processor(s) in such a way that they reflect the provisions of this DPA and in particular the guarantee to implement appropriate technical and organizational measures to comply with applicable data protection legislation.

The Agent shall only transfer Principal Data to a sub-processor of the Agent, and such a sub-processor shall only commence processing Principal Data, once the Agent can establish that

this contract with the sub-processor reflects the provisions of this DPA and that the sub-processor has in place appropriate technical and organizational measures to meet the requirements of applicable data protection legislation.

If the sub-processor processes the Principal Data outside the EU, the Agent shall ensure that the transfer of Principal Data to the sub-processor and its processing of such Principal Data complies with applicable EU data protection requirements.

8. Information and Audit rights of the Principal

The Agent shall ensure that the Principal is able to verify compliance with the obligations of the Agent in accordance with Article 28 GDPR. The Agent undertakes to give the Principal any necessary information on the processing of Principal Data on request and, in particular, to demonstrate the execution of the technical and organizational measures.

Without prejudice to the Principal's rights in the preceding paragraph of this section 8, evidence of such technical and organizational measures, which concern not only the specific Service Agreement, may be provided by compliance with approved codes of conduct pursuant to Article 40 GDPR; certification according to an approved certification procedure in accordance with Article 42 GDPR; current auditor's certificates, reports or excerpts from reports provided by independent bodies (e.g. auditor, data protection officer, IT security department, data privacy auditor, quality auditor) or a suitable certification by IT security or data protection auditing (e.g. according to ISO/IEC 27001, 27018).

The Principal has the right, after consultation with the Agent, to carry out inspections or to appoint auditors to do so.

If any inspection reveals that the Agent is, or that a service is, not in compliance with the provisions of this DPA and/or applicable data protection legislation, the Agent shall take, at its own cost, all corrective actions including any temporary work-arounds necessary to comply with the provisions of this DPA and/or applicable data protection legislation.

Any costs incurred by the Principal and the Agent in relation to an audit shall be borne by the Principal.

9. Assistance Obligations of the Agent

The Agent shall assist the Principal in complying with the obligations concerning the security of Principal Data, reporting requirements for data breaches, data protection impact assessments and prior consultations, referred to in Articles 32 to 36 of the GDPR. These include:

- a) Ensuring an appropriate level of protection through technical and organizational measures that take into account the circumstances and purposes of the processing of Principal Data as well as the projected probability and severity of a possible infringement of applicable laws as a result of security vulnerabilities and that enable an immediate detection of relevant infringement events.
- b) The obligation to report Security Breaches affecting Principal Data immediately to the Principal.

“Security Breaches” shall be all substantial disruptions of the Agent’s services, possible infringements of applicable data protection legislation or of this DPA and any other irregularity in relation to the processing of the Principal Data arising from the Agent, its employees or other third parties.

- c) the duty to assist the Principal with regard to the Principal’s obligation to provide information regarding Security Breaches to the data subject concerned and to immediately provide the Principal with all relevant information in this regard.
- d) Supporting the Principal, upon request, with any data protection impact assessment.
- e) Supporting the Principal, upon request, with regard to prior consultation of the supervisory authority.

10. Principal’s authority to issue instructions

The Principal Data may only be processed under the terms of the Service Agreement and/or DPA and the documented instructions issued by the Principal. The Principal retains a general right of instruction as to the nature, scope and method of processing of the Principal Data, which may be supplemented with individual instructions. Any changes to the processing must be agreed upon in advance and must be documented by the Agent. The Agent may only pass on information to third parties or to the data subject with the prior written consent of the Principal.

The Principal must confirm any oral instructions immediately in writing or by e-mail (in text form). The Agent must not use the Principal Data for any other purpose other than set out in this DPA. Copies or duplicates of the Principal Data shall never be created by the Agent without the prior consent of the Principal, with the exception of back-up copies as far as they are necessary to ensure orderly data processing, as well as the processing of Principal Data required to meet regulatory requirements to retain Principal Data.

The Agent must inform the Principal immediately if he believes that an instruction would infringe applicable data protection legislation.

11. Deletion of data and return of data media

Upon termination of this DPA or when requested by the Principal, the Agent must return to the Principal all documents in his possession and all work products and data produced in connection with the processing of Principal Data by the Agent, or, at the Principal’s choice, delete them in compliance with applicable data protection legislation with the prior consent of the Principal unless EU or EU member states’ law requires storage of the Principal Data. The same applies to any test data and scrap material. The deletion log must be presented by the Agent upon request.

Documentation intended by the Agent as proof of proper data processing must be kept by the Agent after the expiry of the Service Agreement in accordance with relevant retention periods.

Upon request, the Agent must hand such documentation over to the Principal after expiry of the Service Agreement.

Signatures

Place, date

Place, date

Principal

Agent

Name

Name

Position

Position

Signature

Signature

Name

Name

Position

Position

Signature

Signature

Annex 2 – Approved Sub-Processors

1	Approved sub-processors pursuant to Article 28 GDPR and section 6 of this DPA
1.1	Clearstream Banking S.A. 42 Avenue JF Kennedy L-1855 Luxembourg Luxembourg Task: Dataprocessing and operational Handling on behalf of Clearstream Banking Frankfurt.
1.2	Divizend GmbH Nymphenburger Str. 10 80335 München Deutschland Task: Technical provisioning of the data to the German tax authorities via the BOP Portal. As well as technical support.