

# Data Processing Agreement ESG-Care

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Version 2024.10

## 1. Definitions

**1.1 Data Processor:** ESG-Care will process Personal Data solely for the purpose of providing, maintaining, and improving ESG-Care's services.

**1.2 Data Controller:** Refers to the User or Customer who owns or is responsible for the Personal Data.

**1.3 Data Processing Agreement:** This data processing agreement.

**1.4 Personal Data:** The personal data that ESG-Care processes on behalf of the Customer in the context of the execution of the Agreement.

## 2. Processing of Personal Data

**2.1** The Parties will process Personal Data in a proper and careful manner.

**2.2** Both Parties will act in accordance with this Data Processing Agreement and applicable privacy laws and regulations.

**2.3** The Customer guarantees that they have obtained and processed all Personal Data in accordance with applicable privacy laws and regulations.

**2.4** ESG-Care will only process Personal Data to the extent necessary for the execution of the Agreement or based on a written instruction from the Customer.

**2.4.1** If ESG-Care believes that such an instruction violates applicable privacy legislation, it will inform the Customer.

**2.5** Processing other than intended in this Article is allowed if legally required. ESG-Care will inform the Customer of this legal requirement unless prohibited by law.

**2.6 Purpose:** ESG-Care will process Personal Data for the purpose of providing, maintaining, and improving its services.

## 3. Confidentiality

**3.1** ESG-Care will keep Personal Data confidential and will only disclose it to third parties with the Customer's prior consent or if required by law.

**3.2** ESG-Care ensures that its employees involved in processing Personal Data are committed to confidentiality.

#### **4. Security Measures**

4.1 ESG-Care will take appropriate technical and organizational measures to protect Personal Data against loss or unlawful processing.

4.2 The Customer confirms that the security measures taken by ESG-Care, as detailed on ESG-Care's website, meet the requirements.

4.3 ESG-Care will endeavor to prevent, detect, and act against data breaches related to Personal Data.

4.4 In the event of a data breach, ESG-Care will notify the Customer as soon as possible after its discovery, providing details about the nature of the breach and recommendations for further action.

4.5 Upon request, ESG-Care will provide full cooperation in responding to a data breach, including informing affected parties.

4.6 ESG-Care will not transfer or process any Personal Data outside the European Economic Area without the Customer's written consent.

#### **5. Processing by Third Parties**

5.1 ESG-Care is authorized to use subprocessors if necessary for the proper execution of the Agreement.

5.2 Subprocessors will be bound to obligations similar to those ESG-Care has towards the Customer.

5.3 Third-party software and services offered by partners do not qualify as subprocessors, and ESG-Care accepts no liability for Personal Data processed by these third parties.

5.4 The Customer is responsible for making arrangements regarding the processing of Personal Data by these third parties.

#### **6. Control and Audit**

6.1 ESG-Care will have its compliance with this Data Processing Agreement audited periodically by an independent auditor.

6.2 If the audit reveals non-compliance, ESG-Care will rectify the shortcomings as soon as reasonably possible.

#### **7. Other Cooperation by ESG-Care**

7.1 ESG-Care will provide all necessary cooperation to enable the Customer to respond to requests under Section III of the General Data Protection Regulation (GDPR).

7.2 If ESG-Care receives a request from a data subject, it will inform the Customer as soon as possible.

7.3 ESG-Care will cooperate with the Customer to fulfill obligations related to data protection impact assessments and consultations with the Data Protection Authority.

7.4 If requested by a Data Protection Authority, ESG-Care will comply as legally obligated and inform the Customer when possible.

## **8. Costs**

8.1 ESG-Care is entitled to charge the Customer for costs related to the execution of this Data Processing Agreement, unless the costs are the result of a culpable shortcoming by ESG-Care.

8.2 All costs associated with security measures are deemed included in the price agreed upon for the Agreement. Additional security measures may incur extra charges.

## **9. Duration and Termination**

9.1 This Data Processing Agreement will terminate by law when ESG-Care no longer processes Personal Data as a processor.

9.2 Upon termination, ESG-Care will return or destroy Personal Data at the Customer's request, unless legally required to retain it.

9.3 Obligations under this Data Processing Agreement that are intended to continue after termination shall remain in effect.