

Contract on the commissioning of order processing (Version 1/2023)

1. General information

Messe Frankfurt Venue GmbH, Ludwig-Erhard-Anlage 1, 60327 Frankfurt am Main, (hereinafter referred to as Messe Frankfurt), offers exhibitors of events the use of the *Ticket Services for Exhibitors application*. Exhibitors can use this portal to invite their customers or interested parties to participate in the event (invitation function). For this purpose, the exhibitor uploads the e-mail addresses of the persons concerned to the portal and thus initiates the sending of the invitation e-mail including the voucher link to them by Messe Frankfurt. The recipients can exchange the voucher codes for free tickets to attend the event. The exhibitor receives an overview in the portal of which voucher code has been redeemed by whom.

By using the invitation function, the exhibitor commissions Messe Frankfurt with order processing and thereby agrees to the conclusion of this contract on the commissioning of order processing.

2. Data and Persons concerned

- 2.1. The type of personal data is: Company, title, name, e-mail, details of the voucher exchange.
- 2.2. Categories of data subjects are: Recipients of the voucher codes whose e-mail addresses the exhibitors have uploaded to the *Ticket Services for Exhibitors application*.
- 2.3. The contractually agreed service shall be provided exclusively in a member state of the European Union or in a state party to 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 exhibitor.

3. Rights and obligations as well as powers of instruction of the exhibitor

- 3.1. The exhibitor is solely responsible for assessing the permissibility of the processing in accordance with Art. 6 para. 1 GDPR and for safeguarding the rights of the data subjects in accordance with Art. 12 to 22 GDPR.
- 3.2. As a rule, the exhibitor issues all orders, partial orders and instructions in writing or in a documented electronic format. Verbal instructions must be confirmed immediately in writing or in a documented electronic format.
- 3.3. The exhibitor shall inform Messe Frankfurt immediately of any disruptions, irregularities or violations of data protection regulations or the provisions of this order, insofar as this is necessary for compliance with Messe Frankfurt's obligations under Art. 28 in conjunction with Art. 32 to 36 GDPR. Art 32 to 36 GDPR is required.

4. Obligation of Messe Frankfurt

- 4.1. Messe Frankfurt shall process the data covered by this contract exclusively in accordance with the agreements made and in accordance with the exhibitor's instructions, unless this conflicts with obligations under the law of the European Union or the Member States to which Messe Frankfurt is subject. In such a case, Messe Frankfurt shall inform the exhibitor of these legal requirements prior to processing.
- 4.2. Unless expressly stated in the order, Messe Frankfurt shall forward enquiries and applications from data subjects to exercise their rights under Art. 12 to 22 GDPR to the exhibitor without delay. Messe Frankfurt shall only fulfill the exhibitor's obligations under Art. 12 to 22 GDPR with the exhibitor's prior written instruction or consent.
- 4.3. Messe Frankfurt shall inform the exhibitor immediately of any disruptions, irregularities or violations by Messe Frankfurt or its employees of data protection regulations or the provisions of this data processing agreement.
- 4.4. Messe Frankfurt warrants that, if necessary, it will provide the exhibitor with appropriate support in fulfilling its obligations under Art. 33 and 34 GDPR. Messe Frankfurt may only make notifications pursuant to Art. 33 or 34 GDPR on behalf of exhibitors with the exhibitor's prior instruction or consent.
- 4.5. If a data protection officer is to be appointed in accordance with the GDPR, Messe Frankfurt shall ensure that such an officer is appointed and shall provide the exhibitor with the contact details upon request.
- 4.6. Messe Frankfurt warrants that it will familiarize the employees engaged in the performance of the contract with the relevant data protection provisions before they take up their duties and that they will be bound to secrecy in an appropriate manner for the duration of their employment and after termination of the employment relationship. Messe Frankfurt shall monitor compliance with data protection regulations in its area of responsibility.
- 4.7. Messe Frankfurt agrees that the exhibitor is entitled - generally by appointment - to monitor compliance with the regulations on data protection and data security, as well as this contract, to an appropriate and necessary extent, either itself or through a third party commissioned by the exhibitor, in particular by obtaining information and inspecting the stored data and the data processing programs, as well as through on-site checks and inspections.
- 4.8. Messe Frankfurt shall notify the exhibitor immediately if, in its opinion, an instruction issued by the exhibitor violates statutory regulations. Messe Frankfurt shall be entitled to suspend the execution of the instruction in question until it has been confirmed or amended by the exhibitor following a review.

5. Subcontracting relationships

- 5.1. Messe Frankfurt shall not make use of any other processors (subcontractors) without the prior written consent of the exhibitor. For the purposes of this contract, subcontracting does not include services provided by third parties as an ancillary service to support the execution of the contract (e.g. telecommunications services, maintenance of IT systems).
- 5.2. When establishing subcontracting relationships, Messe Frankfurt shall comply with the provisions of the GDPR. Messe Frankfurt shall ensure that the regulations agreed here also

apply to other processors and that compliance with them is appropriately monitored. In the contract with the additional processors, the details shall be specified in such a way that the responsibilities of Messe Frankfurt and the additional processor are clearly delineated.

5.3. The exhibitor consents to Messe Frankfurt's use of the processors listed in Annex 1 subject to a contractual agreement in accordance with 4.2.

6. Technical and organizational measures

6.1. For the order processing in question here, the contracting parties agree on the technical and organizational measures described in Annex 2 in order to establish a level of protection appropriate to the risk in accordance with Art. 32 GDPR in conjunction with Art. 5 para. 1, para. 2 GDPR. Art. 5 para. 1, para. 2 GDPR.

6.2. In order to ensure this level of protection on an ongoing basis, Messe Frankfurt is obliged to regularly review compliance with and the effectiveness of the measures described in Annex 2 and to adjust them if necessary. Messe Frankfurt is permitted to implement alternative adequate measures. In doing so, the safety level agreed with the measures in Annex 2 may not be undercut. Significant changes shall be documented and retained for the duration of this contract.

7. Term of the contract

The contract commences on the date of conclusion of this contract and ends 6 months after the end of the event for which contact details were uploaded for the dispatch of voucher codes, without the need for termination and insofar as no further obligations arise from the provisions of this contract.

8. Obligations of the contractual partner after the end of the contract

8.1. Unless Messe Frankfurt has legal obligations to the contrary, it shall delete or destroy in accordance with data protection regulations all data in its possession or in the possession of the processors it uses in connection with the order processing in question that was uploaded for contact data for the dispatch of voucher codes 6 months after the end of the event in question.

9. Final provisions

9.1. This contract and the main contract referred to in the preamble govern all rights and obligations of the parties. There are no verbal ancillary agreements.

9.2. Amendments or additions to this agreement must be made in writing.

9.3. Should a provision of this contract be or become invalid, this shall not affect the validity of the remaining provisions. In this case, the parties shall replace the invalid provision with a valid provision that comes as close as possible to the economic purpose of the invalid provision. The same applies to loopholes.

9.4. The contract shall be governed by German law. The place of jurisdiction in the event of disputes in connection with this contract is Frankfurt am Main.

9.5. The German language shall be authoritative for the interpretation of the provisions of this contract. If this contract is translated into a language other than German, this shall be deemed a mere translation.

Annex 1

The exhibitor consents to the use of the processors listed below by Messe Frankfurt subject to a contractual agreement in accordance with 4.2.

Company and address	Nature and purpose of processing	Processing location
community4you AG, Händelstraße 9, Chemnitz, Germany	Development and support of the software	Germany
Lionsoft, Gundershausen, Germany	Development and support of the software	Germany

Annex 2

The contracting parties agree on the following technical and organizational measures to ensure a level of protection appropriate to the risk in accordance with Art. 32 GDPR in conjunction with Art. 5 para. 1, para. 2 GDPR. Art. 5 para. 1, para. 2 GDPR.

a) Pseudonymization and encryption

For the processing of the data covered by this contract, no separate procedures for pseudonymization and encryption are used beyond the measures listed below.

b) Measures to permanently ensure

1. confidentiality (access, entry, access and separation controls)

There is a role-based access authorization concept for buildings and rooms. Access is secured 24/7 by mechanical and electronic locking systems, video surveillance, alarm systems and security personnel. Access by external persons requires individual authorization and, in high-risk areas, the accompaniment of a Messe Frankfurt employee.

There is a multi-level firewall concept with different DMZs, anti-spam and multi-level, regularly updated virus protection. Access to IT systems requires authentication with an individual user name and complex password as well as an additional token or certificate-based login for LAN-external access. In the event of inactivity, access is secured by automatic system locks. Systems are multi-client capable where necessary. Production and test systems are separated. All data is clearly referenced and therefore earmarked.

2. integrity (input and transfer controls)

Access to data is granted on the basis of a role-based authorization concept. Access is logged by the operating system and the application system. Electronic communication channels are secured by setting up closed networks and risk-oriented data encryption procedures. Remote maintenance connections are secured and logged using encryption.

3. availability and resilience of systems / services (availability control)

Critical systems are hosted redundantly. Data centers are secured by fire protection measures and an uninterruptible power supply.

c) Measures to restore availability and access to data

Regular data backups are carried out. Emergency management is provided by a 24/7 Operation Security Center.

d) Procedures for the regular review, assessment and evaluation of the effectiveness of the above measures

IT security standards and a comprehensive IT security concept are defined in writing. A data protection officer has been appointed. In addition, penetration and vulnerability tests are carried out regularly.