

Agreement on contract data processing according to EU General Data Protection Regulation "GDPR"

Agreement between the person responsible - hereinafter referred to as „Client“

Client (please fill in and note: Client can only be a natural person!):

Title/First name/Last name (not required for electronic transmission - see end of document)

.....

Address:

and the contractor: 64keys Media GmbH, 8984 Bad Mitterndorf, Kainisch 143, represented by Managing Director Andreas Ebhart - hereinafter referred to as „64keys“

1. Subject and scope of contract data processing:

- (a) 64keys processes data on behalf of the Client. Client can only be a natural person.
- (b) 64keys.com provides the Client with an Internet software portal in which the Client - after registration (user name, choice of password, e-mail address, invoice and contact data) - can create force field analyses according to the HumanDesign calculation method by entering client names (can also be made anonymous) and birth data (date of birth, time of birth, place of birth) of persons/clients. In addition to the graphic representation in the form of the so-called 64keys-Force-Field or the Genius-Force-Field, explanatory texts and evaluation diagrams are also provided for the calculated data. Furthermore it is possible for the Client to enter and store additional data (e.g. labels, contact data, personal information, short executive summaries, coaching notes).
- (c) The data created by the Client in his personal Client data records are only available to the Client concerned in his account.
- (d) The deletion of data records is enabled by the trash function. In order to avoid erroneous deletions, the data records in the client's trashbasket can be restored for a period of 30 days and are automatically and permanently deleted after this time.

2. Duration of the contract:

This agreement on contract data processing is concluded for an indefinite period.

The data processing is carried out on the basis of annual renewable user licenses, which the client acquires from 64keys by ordering and payment.

It is not necessary to cancel the data processing agreement, as the user licenses are not automatically renewed, but must be actively renewed by the Client and paid in advance for the desired period.

If the services of 64keys are no longer used by the Client - i.e. if an account is not renewed after expiry of the user license, the Client may himself carry out the deletion of the personal data collected by him before expiry of the user license, or after expiry of the user license, request deletion by 64keys in writing.

This deletion of the data is carried out within 14 days by 64keys. Data parts for which legal

storage obligations exist (e.g. invoice data) cannot be deleted.

If the Client does not request deletion after the end of use, 64keys will delete the data after 6 months, provided that the Client has not extended the use (renewal of the usage subscription) until then.

3. Obligations of the Contractor „64keys“:

(a) 64keys undertakes to process data and processing results exclusively within the scope of the subject matter of the order and not to pass them on to third parties or make them accessible to third parties.

(b) 64keys declares in a legally binding manner that it has obligated all persons entrusted with data processing to maintain confidentiality before commencing their activities or that they are subject to an appropriate statutory obligation of confidentiality. In particular, 64keys maintains the obligation of confidentiality of the persons entrusted with data processing even after termination of their activities and retirement.

(c) 64keys declares that it has taken all necessary measures to ensure the security of processing in accordance with GDPR. Details can be found in Annex 1 "Technical and organisational measures".

(d) 64keys takes the technical and organisational measures so that the Client can fulfil the rights of the persons concerned under Chapter III of the GDPR to information, correction and deletion at any time within the statutory periods and leaves all information necessary for this to the Client.

If a person concerned submits a request for deletion, information, etc. to 64keys and this indicates that the applicant mistakenly considers 64keys to be the person responsible, 64keys must immediately forward the request to the Client and inform the applicant accordingly.

(e) 64keys supports the Client in complying with the obligations set out in Articles 32 to 36 GDPR.

(f) 64keys establishes a processing directory in accordance with Art. 30 GDPR for the present order processing.

(g) The Client shall be granted the right to inspect and control the data processing facilities with regard to the processing of the data provided by him, including third parties commissioned by him. 64keys undertakes to provide the Client with the information necessary to monitor compliance with the obligations set out in this agreement.

(h) 64keys undertakes to rectify malfunctions of its services without delay and to announce planned service failures at least 24 hours in advance on the 64keys home page due to maintenance work lasting longer than 4 hours.

(i) After termination of this agreement, 64keys is obliged to destroy or delete all processing results and documents containing data of the Client on behalf of the Client, unless this conflicts with statutory retention obligations.

(j) 64keys shall inform the Client without delay if it considers that the Client's instructions violate data protection provisions of the Union or the Member States.

4. Obligations of the Client:

(a) The Client is obliged to define a secure password for his user account and to change this regularly (e.g. annually) in the user preferences.

(b) The Client is only obliged to forward data to 64keys or to record data in his 64keys.com account for which he has obtained all necessary consent from the persons concerned. The client is liable for violations of the corresponding data protection regulations. The responsibility under

data protection law for the processing and use of personal data thus remains with the Client (see also Annex 2 Notes on use).

(c) Data which are no longer required by the Client will be deleted by the Client after the reason for processing has ceased to apply. Further storage of data for research purposes is permitted, but the Client is obliged to follow the principles of data avoidance and data economy.

(d) The Client is only entitled to use the services of 64keys personally. The client is expressly forbidden to pass on the access data to his account to third parties or to enable or permit the use of 64keys by third parties. If the Client violates these provisions, he is fully liable for damages towards 64keys or the persons concerned. Violation of this provision may also result in immediate deactivation of the account.

(e) In the event of loss or theft of a technical device of the Client on which his access data (user name and password) for 64keys are stored, the Client undertakes to report this to 64keys immediately and to change his personal password for access to 64keys immediately. The same applies if the user leaves a device used by him on which his access data (user name and password) to 64keys are stored (e.g. PC/Laptop/Tablet/Smartphone) to third parties (e.g. for service or repair).

(f) PDF files and printouts containing personal data and created by the Client with 64 keys shall be stored or stored in such a way that unauthorised access is not possible.

(g) The Client shall establish a processing directory for the present data processing in accordance with the GDPR.

5. General Terms and Conditions of Use for 64keys.com:

The General Terms and Conditions of Use for the use of 64keys.com, published on 64keys.com, as amended, are an integral part of this Agreement.

6. Place of execution:

(a) The provision of the contractually agreed data processing shall take place exclusively in a member state of the European Union or in another state party to the Agreement on the European Economic Area.

(b) 64keys is authorized to call in sub-processors (e.g. data centers and Internet service providers). At present the order processing takes place on servers, which are hosted in a data center of hetzner.de.

(c) To enable the further development of 64keys, a test server hosted in a data center (currently netcup.de) is used. This test server usually contains the same data as the main server. New functions are first implemented on the test server for test purposes. The test server is also secured by https encryption. Access to the test server is only possible by the administrators (protected by access restriction to the IP addresses of the software developer and the administrator).

The data on the test server is regularly compared with the data on the main server - at most every six months. As a result, data deleted from the main server is also deleted from the test server within 6 months.

(d) 64keys concludes the necessary agreements within the meaning of Art. 28 GDPR with the subcontractors. It must be ensured that the sub-processors make the same commitments as 64keys under this agreement. If the sub-processors do not comply with their data protection obligations, 64keys shall be liable to the Client for compliance with the obligations of the sub-processors.

7. Correction, restriction and deletion of data:

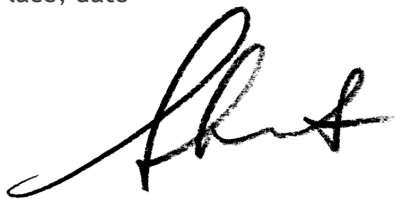
(a) 64keys may not rectify, delete or restrict the processing of data on behalf of the Client, but only after the Client's documented instructions. If a person concerned contacts 64keys directly in this regard, 64keys will immediately forward this request to the Client.

(b) The erasure concept, the right to be forgotten, correction and information according to the documented instructions of the Client shall be ensured by 64keys.

Bad Mitterndorf, 23.09.2020

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Place, date



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Signature of the contractor
Andreas Ebhart, Managing Director
of 64keys Media GmbH

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Place, date

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Signature of the client

Annex 1 to the Agreement on contract data processing 64keys Media GmbH **Technical-organizational measures:**

Confidentiality

1. Physical Access control

Unauthorized third parties have no access to the data processing systems of 64keys or the subcontractors.

2. Logical Access control

Unauthorized system use of 64keys or subcontractors is ensured by secure passwords on the administration computers and encryption of data carriers.

3. Data Access control

Access at administration level is ensured by IP restriction. Each Client can only access the data records assigned to it or created by it itself as well as general example data. Access control is controlled by user names, https encryption and secure passwords.

Accesses are logged with Url, user name, date, time, IP address.

Only the administrators of 64keys have access to these access logs.

4. Separation control

The services of 64keys are multi-client capable. Data of different Client can only be viewed and processed by the respective client.

Exceptions to this are data created as examples. These data sets can be viewed by all users (see Annex 2).

Integrity

5. Data transfer control

Unauthorized reading, copying, modification or removal during electronic transmission is prevented by https encryption.

6. Data entry control

Access logging records from which user account personal data has been entered, changed or removed in data processing systems.

Availability and Resilience

7. Availability control

The availability is regulated by hosting in a professional data center (currently hetzner.de) to the extent that this data center can guarantee (see Terms and Conditions of the data center). In addition to automatic backups in the data center, offline backups are regularly created by 64keys or the technical administrator of 64keys and backed up to encrypted and password-protected data carriers.

8. Fast Recoverability

Fast recoverability (typically within 48 hours) is ensured by backups in the data center and with the software developer/technical administrator of 64keys.

Annex 2 to the Agreement on contract data processing 64keys Media GmbH Special notes on the use of 64keys

Data Collection

1. The approval of those concerned (the data subject)

The Client must obtain the corresponding approval of the persons concerned (the data subjects) for all data that he enters in 64keys. If this is not possible, data can be recorded anonymously in 64keys.

2. VIP Records and Sample Data

Data created as VIP records are available to all users of 64keys.

VIP data may only be collected to the extent that they are publicly accessible (e.g. on Wikipedia) and are of public interest.

VIP data and sample data are for research and training purposes only and may not be published outside of 64keys.

3. Sharing of data records

64keys makes it possible to share data records with other users of 64keys (functions: "View-Right" and "Edit-Right"). Before records can be shared with other users, the approval of the persons concerned must be obtained or the data record must be made anonymous. The sharing user must regularly check whether the sharing for other users is still necessary (e.g. for the processing of a joint consulting order). After the reason for sharing has ceased to exist, sharings must be immediately cancelled by the "Del.-Right" function.

Users with whom data records were shared can also cancel a sharing using the "Del.-Right" function. Which records are actively shared or passively obtained by sharing can be viewed with the "Shared" or "Received" functions.

4. Anonymization of data

The "Duplicate" function can be used to duplicate any record. A new name can be assigned to the data record and it can thus also be made anonymous.

It is advisable to always make data records anonymous before sharing them with other users, unless the person concerned has given clear and legally compliant approval to the sharing.

5. Deletion of data records

In accordance with the principles of data avoidance and data economy, data records that are no longer required must be regularly deleted by the user. This can be done with the "Delete" function. However, the data records are not yet permanently deleted, but moved into the "trash" of the user and only deleted automatically after a period of 30 days.

Please note: If data records are deleted for which paid evaluations (FFA or GeniusReport) were purchased, this evaluation cannot be created again later free of charge.

6. Deletion in backups

Backups of the data sets are made regularly. This is done daily in the data center and offline by the administrators. Since no individual records can be deleted in the backups, backups are only retained for a maximum of 6 months and then deleted as a whole. Therefore, only current backups are kept and deleted records are no longer included in backups after 6 months at the latest.