

1. Contract for Data Processing in accordance with Art. 28 GDPR

Between

Client (Controller):

[*Treating physician*]

and

Contractor (Data Processor):

Ruma GmbH
Aachener Str. 338
D-50933 Köln

Preamble

(1) This contract specifies the contracting parties' obligations under data protection law resulting from use of the Ruma Digital System Pro. It shall be applied to all activities where employees of Contractor or third parties charged by it may come into contact with any personal or confidential data of Client. The provisions of this contract shall apply accordingly if the inspection, maintenance, or remote maintenance of automated procedures or of data processing facilities is performed by Contractor or by any third parties charged by it based on an order, and if it is possible to gain knowledge of personal data in the scope of this.

(2) If any subsequent order is placed after completion of the main contract, the provisions of this agreement shall also apply to the subsequent contract, without requiring any explicit extension or new conclusion of this contract. The subsequent contract shall fully replace the main contract within the meaning of this contract in content and terms thereafter. This being said, the parties agree as follows:

1.1. Object and Term of the Agreement

(1) The order shall comprise the following: use of the Ruma Digital System Pro by the treating physician and of the Ruma Digital System by the patient; recording of videos of intake procedures by the patient; assessment of the recorded videos by the treating physician, encrypted data transmissions and storage with service providers to ensure function of the Ruma Digital System (Pro).

(2) Contractor shall process personal data for Client within the meaning of Art. 4 (2) and Art. 28 GDPR based on this data protection contract in the scope of this.

(3) The contractually agreed service shall be rendered in Germany exclusively.

1.2. Instruction

(1) There shall be no instruction by the treating physician. All processing steps shall be entirely automated.

1.3. Term of the Order

(1) The contract shall apply to use of the Ruma Digital System (Pro).

2. Type of Personal Data

- Anonymised patient data
 - Patient consent and version of the consent text
 - Patient app ID, encrypted, with time stamp
 - ID of the markers handed out, encrypted, with time stamp
 - Reference to encrypted video file, with time stamp
 - Result of the doctor's assessment after viewing the video, with time stamp
- Contact details of the treating physician

2.1. Categories of Data Subject Groups

- Patients
- Treating physician
- Treating physician's employees

2.2. Client's Rights and Obligations

- (1) Client shall inform Contractor without undue delay if it finds any errors or irregularities while reviewing the order results.
- (2) Client is obligated to treating all knowledge of business secrets and data protection measures of Contractor acquired within the scope of the contractual relationship as confidential. This obligation shall continue after the end of this contract.
- (3) It is expressly forbidden to utilize the tablet used for Ruma Digital-System Pro for private purposes. The device is only to be used on the premises of the medical office and only by employees of the medical office, and to be protected against loss and unauthorized used by way of a code.

2.3. Persons Authorised to Issue Instructions on Client's Side, Persons Receiving Instructions on Contractor's side

- (1) No persons authorised to issue instructions are designated. Processing is performed entirely automated.

3. Contractor's Obligations

- (1) Contractor shall process personal data only fully automated within the scope of the parameters specified by the Ruma Digital System app.
- (2) Contractor represents that the data processed for Client will be strictly separated from any other data inventories.
- (3) Contractor shall contribute to the compliance with data subject rights in accordance with Art. 12 to 22 GDPR by Client, in creation of the records of processing activities, and to any required data protection impact assessments of Client at the necessary scope; it shall support Client adequately as far as possible (points (e) and (f) of the second sentence of Art. 28 (3) GDPR). It shall forward the information required for this to Client without undue delay.
- (4) Contractor confirms that it is familiar with the provisions of the GDPR under data protection law that are relevant for processing activities based on a contract.
- (5) Contractor commits to maintaining confidentiality in contractual processing of personal data of Client. This obligation shall continue even beyond termination of the contract.

- (6) Contractor shall monitor compliance with the provisions under data protection law in its operation.
- (7) Contractor has appointed Martin Lemke, Cyclops GmbH, martin-lemke@cyclops.de, as data protection officer.
- (8) Any change of the data protection officer must be reported to Client without undue delay.

4. Contractor's Information Obligations at Interferences with Processing and Breaches of Protection of Personal Data

- (1) Contractor shall inform Client of any interferences, violations committed by Contractor or the persons employed by it, and breaches of any provisions under data protection law or regarding the specifications made in the order, as well as of any suspicion of data protection breaches or irregularities in processing of personal data without undue delay – but at the latest within two hours. This shall specifically also apply with regard to any reporting and notification obligations of Client in accordance with Art. 33 and Art. 34 GDPR. Contractor represents that it will adequately support Client in its obligations under Art. 33 and 34 GDPR if necessary (point (f) of the second sentence of Art. 28 (3) GDPR). Contractor must only perform notifications in accordance with Art. 33 or 34 GDPR for Client upon the advance written instruction in accordance with item 4 of this contract.
- (2) It is known that deadlines of 72 hours in accordance with the general regulation and 24 hours in accordance with the Telecommunication Act (*Telekommunikationsgesetz*; TKG) respectively apply to the above reporting obligations of Client or its clients.

5. Subcontracts with Subcontractors (Point (d) of the Second Sentence of Art. 28 (3) GDPR)

- (1) Contractor must contractually ensure that the agreed provisions between Client and Contractor apply towards subcontractors as well. Specifications in the contract with the subcontractor must be sufficiently specific to clearly differentiate the responsibilities of Contractor and the subcontractor respectively from each other. If several subcontractors are deployed, this shall also apply to the responsibilities between such subcontractors. In particular, Client, its business partners, and any third parties charged by them must have the right to perform appropriate reviews and inspections of subcontractors on demand, also on site.
- (2) The contract with the subcontractor must be made in writing.
- (3) Contractor shall appropriately verify compliance with the subcontractor's (subcontractors') obligations. The result of the verification shall be documented and provided to Client upon request.
- (4) Contractor shall be liable towards Client for the subcontractor meeting the data protection obligations contractually imposed on it by Contractor in accordance with this contract section.
- (5) Contractor has currently charged the subcontractors listed in the annex "Subcontractors" with their names, addresses, and order content with processing of personal data at the scope indicated there. Client consents to their involvement.
- (6) The processors shall inform the controller about any intended changes regarding the involvement of new or replacement of previous subcontractors at all times to give Client the option of objecting to such changes (second sentence of § 28 (2) GDPR).

6. Technical and Organisational Measures in accordance with Art. 32 GDPR (Point (c) of the Second Sentence of Art. 28 (3) GDPR)

- (1) A protection level adequate for the risk to the rights and freedoms of the natural person who is the data subject is ensured for the specific processing activities based on the contract. For this, at least the protection objectives of confidentiality, availability, and integrity of the systems and services, as well as their resilience regarding type, scope, circumstances, and purpose of processing activities shall be considered so that suitable technical and organisational remedies reduce the risk permanently.
- (2) Contractor shall verifiably perform an adequate risk assessment that considers the probability of occurrence and the severity of the risks to the rights and freedoms for any processing activities based on a contract that refer to personal data.
- (3) The data protection and IT safety concept of the Ruma Digital System that is available for this contract represents the selection of the technical and organisational measures matching the determined risk under consideration of the protection targets in accordance with the state of the art in detail and with special consideration of the IT systems and processing processes used by Contractor.
- (4) Contractor shall coordinate any essential changes with Client in a documented form (in writing, electronically). Such coordination shall be kept for the duration of this contract and for three years after its end.

7. Liability

- (1) We generally refer to Art. 82 GDPR. Apart from this, Contractor shall indemnify Client against any liability for breaches of data protection subject to Contractor's sphere of influence.

8. Miscellaneous

- (1) Ancillary agreements shall require written form; this shall also apply to revocation of the requirement of written form.
- (2) The objection of a right of retention within the meaning of § 273 of the German Civil Code (*Bürgerliches Gesetzbuch*; BGB) is excluded regarding the data processed for Client and the associated data carriers.
- (3) If individual provisions of this contract are or become invalid, this shall not affect the validity of the remaining provisions. If there is any invalid provision in this contract, the contracting parties shall be obligated to negotiate a replacement provision that comes as close as possible to the economic purpose pursued by the contracting parties with the invalid provision and that has a legally admissible content.
- (4) German law shall apply.

[*Treating physician*
Sample City]

Ruma GmbH
Cologne

Consented electronically on:
[*Date*]

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[*Date*]