



Approach Switzerland SA and its affiliates (together "Approach") will receive and Process Personal Data for the benefit of the Client and according to its instructions; specific legislation applies to such Processing.

The legislation applicable to these services includes, among other, the Swiss Federal Data Protection (the "**FADP**") and depending on the circumstances the Regulation (EU) 2016/679 of the European Parliament and of Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the "**GDPR**") with its implementing laws.

All terms with capital letters, not defined in this annex will have the meanings given to them in the FADP and if applicable, the GDPR.

By means of this document (the "**DPA**"), Approach and the Client wish to lay down their specific agreement with regard to the Processing of such Personal Data.

If and to the extent Approach is required to Process Personal Data pursuant to the Terms, Parties acknowledge the Client is a Controller and Approach is a Processor for the purposes of such Processing activities.

Both Parties acknowledges and agrees that when Processing Personal Data pursuant to these Terms, they shall comply with the obligations as provided under the FADP and the GDPR (if applicable) and applicable implementing laws.

Approach will only process Personal Data as necessary for the performance of the Terms and the purpose defined by the Client, and only on behalf of the Client (and not for itself). Such Processing might include (without being limited thereto): names, surnames, email addresses in respect of executing the Terms. These Personal Data might relate to the following Data Subjects (without being limited thereto): employees of the Client, clients of the Client, users of the services of Approach.

In particular, Approach acknowledges, agrees and ensures:

- to Process the Personal Data only on documented and lawful instruction from the Client;
- that persons authorized to Process the Personal Data are committed to confidentiality by an agreement or are under an appropriate statutory obligation of confidentiality;
- to take appropriate technical and organizational measures to ensure a level of security appropriate to the risk as set out in article 8 of the FADP , and if applicable, the article 32 of the GDPR (e.g. against the unauthorized or unlawful Processing of the Personal Data and against the accidental loss, destruction of or damage to such data). Approach will be reimbursed by the Client for specific technical and organizational measures requested by the Client for the execution of the Terms;
- to impose similar data protection obligations as set out in this DPA to other (sub)processors by way of a contract or other legal act, in order to provide guarantees to implement appropriate technical and organizational measures in such a manner that the Processing will meet the requirements of the FADP and if applicable the GDPR;
- to cooperate with and assist the Client by appropriate technical and organizational measures, in so far as reasonably possible, (i) for the fulfilment of the Client's obligation to respond to requests for exercising the data subject's rights; (ii) in respect of any threat to, or compromise of, the confidentiality, integrity or availability of Client Personal Data or (iii) the Client's compliance with any other obligation under the FADP (and especially in respect of articles 8, 10, 22, 23 & 24) and if applicable the GDPR (and especially in respect of articles 32 to 36). The Client will reimburse Approach for the assistance

provided by Approach to the Client under this paragraph, unless its assistance is linked to a Personal Data Breach proven attributable to Approach;

- to notify promptly and without undue delay the Client of any Personal Data Breach after becoming aware of such a Personal Data Breach, e.g., unauthorized use or access, accidental loss, damage, destruction, theft or disclosure;
- not to Process Personal Data outside Switzerland unless the measures which are necessary to ensure the transfer is in compliance with applicable data protection law;
- To maintain adequate records of the processing of Personal Data;
- not to keep the Personal Data any longer than required for the performance of these Terms, unless another storage period is instructed by the Client or applies pursuant to applicable law;
- to delete or return all the Personal Data to the Client after the end of the provision of the services relating to the Processing; and to delete existing copies unless applicable law requires storage of the Personal Data;
- to make available to the Client all information reasonably necessary to demonstrate compliance with the obligations laid down in this DPA and to allow for and contribute to audits, including inspections, conducted by the Client or another auditor mandated by Approach. The Client will reimburse Approach for the assistance provided under this paragraph.

The Client expressly authorizes Approach to engage subprocessors for the Processing of Personal Data for the performance of this DPA and the Terms. To this extent, the Client grants a general permission to Approach to decide with which subprocessor(s) Approach cooperates for the fulfilment of its obligations under the Terms. Approach shall keep a list of all subprocessors engaged, which can be consulted by the Client at written request. Approach will inform the Client of any intended changes concerning the addition or replacement of subprocessors. The Client will have the right to object to the addition or replacement in writing by notice to Approach. Parties will in such case discuss the addition, replacement or alternative in good faith and as soon as reasonably possible after the Client's written notice.

The provisions of the Terms concerning limitation of liability also apply to this DPA and the damages arising out of it.

The assistance to be performed under this DPA for which Approach may charge the Client, will be charged on the basis of the hours worked and the applicable rates set out in the relevant Professional Services Ratecard. Approach will invoice these amounts on a monthly basis. The payment by the Client to Approach for the services under this DPA will take place in accordance with the provisions in the Terms.

In certain case, Approach may process on its own behalf (as an independent Data Controller) certain Personal Data relating to the Client according to its Privacy Policy available on its website.