

REHAU LEAD PRO B2C

General Terms and Conditions

The following General Terms and Conditions (the “Terms”) apply to the participation of window installers/dealers (the “**Window installers/dealer**”) and window manufacturers (the “**Window Manufacturer**” and, together with the Window installers/dealers, the “Participants”) in the REHAU LEAD PRO B2C platform (the “Platform”).

I. Purpose of the Platform

- (1) REHAU offers the Platform to enable Participants and consumers to communicate quickly and to facilitate professional and optimised processes. In addition, leads are sold by REHAU via the Platform.
- (2) The Platform is developed, maintained and operated by REHAU Limited, Ross-on-Wye, Herefordshire, HR9 5QN (“**REHAU**”)
- (3) The platform offers consumers the opportunity to enter basic details about the windows they may require (number of windows and doors, installation date, etc.), thereby creating sales opportunities (“leads”).
- (4) REHAU generates leads from end consumers. REHAU participates in marketing activities at its own discretion. REHAU may further qualify leads after they have been generated by contacting the end consumer by telephone (the “qualified leads”).
- (5) REHAU makes qualified leads available to its participants via the platform in the form of general information (hereinafter the “Offer”). REHAU is free to decide which (qualified) leads are offered to which partner, taking into account, amongst other things, the following criteria: geographical proximity, system requirements, accreditation requirements.
- (6) Upon receipt of an Offer, the relevant Partner has a specified period of time to acquire such qualified leads. If the Offer is rejected or not accepted by the relevant Partner within this period, REHAU is free to offer such a qualified lead to other Partners. Each Partner is requested to respond as quickly as possible in order to keep response times as short as possible.
- (7) Upon acceptance of an offer, REHAU provides the partner with the contact details as provided by the respective end consumer. From this point onwards, the partner is responsible under data protection law for the further use of the data. The partner may

contact this end consumer directly to undertake further sales activities. The platform then offers the Partner the opportunity to configure windows for construction projects (each a "Project") and to prepare a quotation for the end consumer using this information.

- (8) The purchase price for a qualified lead is set out in the latest price list published on the platform (the "Price List"). However, if a quotation contains a specific purchase price that deviates from the Price List, that purchase price shall apply. The purchase price for a (qualified) lead is to be paid in accordance with paragraph III (Prices) below.
- (9) REHAU accepts no liability whatsoever for the quality of a (qualified) lead. In particular, REHAU shall not be liable in the event that the relevant end consumer does not exist or does not proceed with the purchase of windows from the Partner. The Partner expressly agrees that the acquisition of a (qualified) lead constitutes solely the purchase of the opportunity to sell windows to the end customer referred by REHAU.
- (10) Accordingly, purchased qualified leads are non-refundable.
- (11) REHAU intends to further develop the platform and, in future, to implement additional functionalities or discontinue existing features. REHAU will inform participants in advance of any changes to the platform that are likely to have a significant impact on the processes of the platform as it stands at that time.

II. Participation in the platform

Participants with a registered office in the United Kingdom may request participation in the platform using the registration form provided. Each request will be reviewed by REHAU. Access is granted at REHAU's sole discretion and does not constitute a right. If access is granted, the participant in question accepts these terms and conditions in full upon registration or upon their first login.

III. Prices

- (1) REHAU reserves the right to charge fees for participation as such and/or for certain current or future features; these fees are set out in a price list (the "**Price List**").
- (2) REHAU is entitled to amend the Price List. If a Partner is not prepared to accept these changes, they may terminate their participation without notice within four weeks of the change.

- (3) Unless otherwise specified in the Price List, payments are due monthly on the last business day of the month. During the period of participation on the platform, all payments due from a Partner shall be debited via REHAU or automatically via a payment service provider freely selected by REHAU.
- (4) REHAU is entitled to suspend or terminate a participant's participation if they are in arrears with their payments or do not use their account for an extended period (inactivity).

IV. Legal relationship with the end consumer

- (1) The participant is solely responsible for their legal relationship with the relevant end consumer to whom a qualified lead relates.
- (2) The Partner guarantees that the personal data provided to them by REHAU will, unless otherwise agreed with the customer and provided with corresponding information, be used exclusively in the manner defined in the privacy policy. If an offer is not prepared for the end customer, the Partner shall delete the data insofar as it is no longer required for the purpose for which it was collected, but no later than 2 years after collection. The Partner is responsible for the time limits following the preparation of the quotation. Personal data within the meaning of Article 4(1) of the GDPR (in particular surname, first name and comparable identifying characteristics) shall be anonymised by REHAU no later than two years after the date of collection, provided that no statutory retention obligation precludes this. The end user is entitled to request the early anonymisation of their personal data at any time. In this case, anonymisation shall take place without delay, but no later than within the time limits prescribed by law.

The Partner shall provide the data subject with all necessary information and fulfil their rights to access information.

The technical and organisational measures for data protection at the Partner's premises are appropriate to meet all data protection requirements and to protect the rights of data subjects, taking into account the state of the art, the costs of implementation, and the nature, scope, context and purposes of the processing, as well as the varying likelihood and severity of the risks to the rights and freedoms of natural persons associated with the processing.

- (3) The Partner is responsible, in particular, for compliance with applicable law. Furthermore, the Partner is obliged to make its own terms and conditions available to the end customer.

- (4) REHAU accepts no liability towards end consumers nor in respect of the obligations of end consumers towards the partners.

V. Termination

- (1) REHAU and the relevant Partner are entitled to terminate participation with one month's notice to the end of the month (e.g. notice of termination received by REHAU on 10 April 2020, participation ending on 31 May 2020). Services will be provided by REHAU until the end of participation.
- (2) The parties' right to terminate participation for good cause remains unaffected.
- (3) Termination of participation shall not affect the rights, remedies and obligations of either party arising as at the date of termination or expiry, nor shall it affect provisions which have been expressly designated as continuing in force or which implicitly survive the termination or expiry of participation.
- (4) REHAU shall inform the Partner of the reasons for termination via a durable medium (e.g. by email).

VI. Data Protection

In order to provide the services of the REHAU LEAD PRO B2C platform, personal data must be processed. The parties declare that they strictly comply with the applicable data protection laws. REHAU is responsible for the processing of the prospective customer's data until such time as the data is made available to the Partner following acceptance of the purchase offer. Thereafter, the Partner is responsible for further processing within the meaning of Article 4(7) of the GDPR. The provisions of the Annex on Data Processing Agreements shall then apply. Further detailed information on data protection is set out in our General Data Protection Notice.

VII. Internal system for handling complaints

- (1) In connection with the platform, REHAU has established an internal system for the Complaints handling for partners (the "**complaints handling** system"). This complaints management system is accessible to partners free of charge and ensures that complaints are dealt with within a reasonable timeframe. It is based on the principles of transparency

and equal treatment, which are applied to comparable situations, and handles complaints appropriately according to their significance and complexity.

- (2) Partners may submit complaints directly to REHAU regarding any of the following issues:
 - a) alleged non-compliance by REHAU with obligations relating to the platform which affect the Partner's business activities;
 - b) technical issues with the platform that directly relate to the provision of services on the platform and affect the relevant Partner;
 - c) actions or conduct by REHAU that relate directly to the provision of services on the platform and affect the relevant Partner.
- (3) As part of the complaints handling system, REHAU
 - a) duly examine complaints submitted and define follow-up measures that may need to be taken to resolve the issue;
 - b) process complaints promptly and effectively, taking into account their significance and complexity;
 - c) inform the relevant partner of the outcome of the internal complaint handling process. The complaint handling system can be contacted by email support.connect.uk@rehau.com.

VIII. Mediation

- (1) REHAU is prepared to engage one of the following two mediators (the "Mediators") to reach an out-of-court settlement in the event of disputes between REHAU and the relevant partner. The disputes relate to the provision of the Platform's services, including complaints that could not be resolved through the complaints procedure.

Dr Frank H. Schmidt Albrecht-Dürer-Platz 4 (Schürstabhaus) 90403 Nuremberg http://www.mediator-schmidt.de/	Centre for Effective Dispute Resolution P2B Panel of Mediators 70 Fleet Street London, EC4Y 1EU United Kingdom https://www.cedr.com/p2bmediation/
--	---

- (2) The mediators meet the following requirements:
- (a) they are impartial and independent;
 - (b) their mediation services are financially affordable for the partners;
 - (c) they are capable of providing their mediation services in accordance with these terms and conditions;
 - (d) they are easily accessible, either physically at the business customer's place of business or residence, or remotely using communication technologies;
 - (e) they are able to provide their mediation services without undue delay;
 - (f) they have a sufficient understanding of commercial relations between businesses to enable them to contribute effectively to the resolution of disputes.
- (3) Notwithstanding the voluntary nature of the mediation, REHAU and the relevant partner undertake to act in good faith throughout the duration of the mediation attempts carried out in accordance with these provisions.
- (4) REHAU shall bear a reasonable share of the total costs of the mediation in each individual case. A reasonable share of these total costs shall be determined on the basis of a proposal by the mediator, taking into account all relevant elements of the case in question, in particular the respective value of the claim, the conduct of the parties, and the size and financial strength of the parties in relation to one another.
- (5) Any attempt to reach a settlement of a dispute under this Article through mediation shall not affect the right of REHAU and the Partner to initiate legal proceedings before, during or after the mediation proceedings.
- (6) At the request of a Partner, REHAU shall provide the Partner, prior to the commencement of or during mediation proceedings, with information regarding the functioning and effectiveness of the mediation process in relation to its activities.

Miscellaneous

- (1) REHAU is entitled to amend these terms and conditions at its own discretion. Should these terms and conditions be amended, they will be displayed before the Partner logs in to the platform and must be accepted by the Partner. Only then may the platform

continue to be used. The Partner has the right to object to the changes by email or in writing to REHAU. Such an objection shall result in the immediate termination of the Partner's participation in the platform. Paragraph V shall apply accordingly in this case.

- (2) REHAU shall not be liable to the Partner for any delay or failure to perform its obligations in connection with the services referred to herein that are attributable to causes beyond its control, including force majeure, acts of government, war, fire, flood, explosion or civil unrest. Furthermore, REHAU shall use its best endeavours to ensure that the platform is available 24 hours a day. However, REHAU cannot guarantee that the platform will be continuously available or function as expected. Downtime due to administration, maintenance, software updates, disruptions, etc. and/or malfunctions cannot be ruled out. Accordingly, REHAU shall not be liable for any damage incurred by a Partner as a result of downtime and/or disruptions to the Platform, unless such damage was caused by gross negligence or wilful misconduct on the part of REHAU or its employees. The Partner concerned accepts this waiver.
- (3) REHAU may engage any person, firm or company as a subcontractor to provide individual or all services. Such subcontracting shall in no way release REHAU from its obligations towards the Partner. REHAU shall be liable for the performance of these services by any subcontractor as if they had been provided by REHAU itself. REHAU may assign its rights and obligations under this contract in whole or in part.
- (4) Any notice required to be given under these terms and conditions must be in writing and may be served or sent by prepaid post or by email to the address or email address of the parties as notified by one party to the other. Any notice shall be deemed to have been served: if delivered in person, at the time of delivery; if sent by post, 48 hours after dispatch; and if sent by email, at the time of transmission, provided that, in the case of email, the email is also sent by post or served as set out above.
- (5) No waiver by REHAU of a breach by a Partner shall be deemed a waiver of any subsequent breach of the same or any other provision.
- (6) These Terms and Conditions, together with the price list, constitute the entire and exclusive basis of the transaction between the parties in relation to the subject matter of the contract and supersede all prior written or oral communications, representations and agreements between the parties regarding this subject matter. The Partner acknowledges that it shall not rely on any representations, warranties or undertakings made by any person and shall not bring any legal action in respect thereof, unless

expressly provided for herein. The Partner agrees that the sole rights and remedies available to it arising out of or in connection with any such representation, warranty or undertaking shall be for breach of contract.

- (7) These Terms and Conditions are governed by the laws of England and Wales and shall be construed in accordance with them. Both parties submit to the jurisdiction of the courts of England and Wales and accept their authority in respect of any disputes arising out of or in connection with these Terms and Conditions.

Appendix:

Data Processing Agreement pursuant to Article 28 of the GDPR

1. Definitions

1.1 “Applicable data protection law” refers to the statutory provisions on the protection of privacy in the processing of personal data (e.g. the GDPR).

1.2 “Data Processing Agreement” or “DPA” refers to the framework agreement on data processing.

1.3 “Data Processor” means any natural or legal person who processes personal data on behalf of the Data Controller.

1.4 “Data Protection Contact” means the contact person for data protection matters referred to in clause 8.

1.5 “GDPR” refers to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (General Data Protection Regulation).

1.6 “Personal Data” has the meaning set out in Article 4 of the GDPR.

1.7 “Sub-processor” means any further processor commissioned by REHAU to provide the service covered by this contract within the scope of this Data Processing Agreement. Sub-processors are only those subcontractors with access to personal data.

1.8 “Controller” refers to the Partner and any other recipients of the services who, alone or jointly with others, determine the purposes and means of the processing of personal data.

1.9 “Processing” or “process” has the meaning set out in Article 4(2) of the GDPR.

1.10 “Personal Data Breach” means a breach of security leading to the destruction, loss or alteration, whether accidental or unlawful, or to the unauthorised disclosure of, or unauthorised access to, Personal Data processed under this Data Processing Agreement.

1.11 “Contract” or “Contracts” refers to the contract or contracts between the Partner and REHAU concerning services under which personal data is processed by REHAU on behalf of the Partner.

If there is more than one contract between the parties within the meaning of this clause 1.11, “Contract” may, depending on the context, refer to all contracts or to just one of these contracts.

1.12 “Contractual Services” means those services provided under the Contract which involve the processing of Personal Data by REHAU as a data processor on behalf of the Partner as the data controller. The Contractual Services are specified in more detail in Annex 1 to the Contract.

1.13 “Other Service Recipients” means all third parties (e.g. partners or affiliates of the Partner) who are entitled under the Contract to receive Contractual Services.

2. Purpose of the Agreement and Scope of Application

2.1 This DPA constitutes the written data processing agreement between REHAU and the Partner and applies insofar as the provision of the contractual services involves the processing of personal data by REHAU as a data processor on behalf of the Partner and/or any other service recipients acting as data controllers.

2.2 This DPA governs the data protection rights and obligations between the Partner and REHAU in relation to the contractual services covered by this DPA; other rights and obligations are governed exclusively by the other parts of the Contract.

2.3 REHAU shall process personal data only in accordance with the provisions of the Contract (including the provisions of this DPA).

2.4 When providing the contractual services, REHAU shall ensure that all data protection regulations directly applicable to data processors are complied with. The Partner shall ensure that all legal requirements applicable to the Partner (and any further recipients of the services) are complied with (in particular data protection regulations directly applicable to controllers) and shall further ensure – including vis-à-vis any further recipients of the services – that REHAU and sub-processors are permitted to provide the contractual services as data processors or sub-processors in accordance with this DPA.

3. Description of data processing activities

3.1 Data processing is carried out for the purpose of providing the services set out in the contract.

3.2 REHAU shall process the personal data for the duration of this DPA (see Clause 13.1).

3.3 A description of the data processing activities carried out by REHAU, the categories of personal data and the categories of data subjects is contained in Annex 1 to this Agreement.

4. Authority to issue instructions

4.1 REHAU shall act as a data processor solely within the scope of the Partner's instructions. The parties agree that the Contract, including this DPA, constitutes the Partner's final instructions regarding the processing of personal data by REHAU as a data processor.

4.2 REHAU is obliged, within the limits of what is economically reasonable, to comply with further instructions issued by the Partner, provided that these are technically feasible and do not require any significant changes to the provision of the contractual services (or the underlying software). All further instructions must be agreed in writing between the Partner and REHAU and may incur additional costs for the Partner.

4.3 In the event that further instructions are necessary under applicable data protection law and REHAU and the Partner are unable to reach an agreement within the meaning of Article 4.2, the Partner shall have the right to terminate the agreement with immediate effect.

5. Technical and organisational measures

5.1 REHAU shall implement the technical and organisational measures set out in Annex 2. The Partner confirms that the level of security provided by the technical and organisational measures is appropriate in relation to the risk of processing.

5.2 The Partner is aware that the technical and organisational measures are subject to technical development. REHAU therefore has the right to implement appropriate alternative measures, provided that the level of protection provided is not reduced.

6. Confidentiality of processing

REHAU shall oblige employees entrusted with the processing of personal data under this Data Processing Agreement to treat the personal data confidentially.

7. Sub-processors

7.1 REHAU shall only engage a sub-processor with the prior consent of the Partner. Consent must not be unreasonably withheld. The Partner hereby consents to the engagement of the sub-processors listed in Annex 3. When engaging sub-processors, REHAU is obliged to enter into an agreement with each sub-processor that imposes on the sub-processor essentially the same obligations as those applicable to REHAU under the Data Processing Agreement. Upon the Partner's written request, a copy of the relevant contractual clauses shall be sent to the Partner, provided that these contractual clauses do not contain commercial or other confidential information. In such a case, REHAU is entitled to redact such information.

7.2 REHAU is entitled to replace existing sub-processors or to engage new ones. The Partner's consent to the engagement of further sub-processors shall be given in accordance with the following procedure:

(i) REHAU shall notify the Partner at least ten (10) days before the new sub-processor begins processing and accessing the Partner's personal data.

(ii) If the Partner does not object in writing within this period, stating a valid reason, the Partner's consent shall be deemed to have been given, provided that REHAU has drawn attention to the consequences of the deadline expiring without objection.

(iii) If the Partner objects to REHAU, REHAU shall be entitled to terminate the contract with 10 days' notice. Instead of termination, REHAU shall have the right to (a) continue the contract without the sub-processor in question, (b) take the necessary measures to address the Partner's concerns as set out in their objection, or (c) with the Partner's consent, suspend that part of the contractual services for which the relevant sub-processor would have been engaged.

7.3 REHAU shall be liable for breaches of duty by the sub-processor in the same way as for its own breaches of duty. This shall not apply to claims for damages and other claims arising from an instruction given by the Partner to a sub-processor.

8. Partner's Data Protection Officer

The Partner shall provide REHAU with the name and contact details of its data protection contact. If the Partner has appointed a data protection officer in accordance with applicable data protection law, this person shall be designated as the data protection contact. Any changes regarding the data protection officer must be notified to REHAU immediately in writing (including by email).

9. Rectification, erasure and restriction of processing

The complete erasure of end-customer data shall be carried out by REHAU. REHAU undertakes to implement the rectification, erasure or restriction of processing in accordance with the Partner's instructions.

10. Reporting obligations and further support from REHAU

10.1 If REHAU becomes aware of a personal data breach, REHAU shall notify the Partner thereof without delay. In such a case, REHAU shall (i) cooperate with the Partner to a reasonable extent in investigating such an incident, (ii) provide the Partner with appropriate support, where necessary, in fulfilling its obligation to report security breaches under applicable data protection law, and (iii) take appropriate remedial measures.

10.2 REHAU shall notify the Partner without delay of (i) complaints or enquiries from data subjects whose personal data is processed under this DPA (e.g. regarding the rectification, erasure and restriction of data processing) or (ii) orders and enquiries from competent supervisory authorities or courts.

10.3 At the Customer's request, REHAU shall assist the Customer, to the extent reasonably practicable, with:

(i) responding to complaints, enquiries or orders pursuant to clause 10.2

(ii) fulfilling other data protection obligations under the applicable data protection law. Such assistance shall be provided at the Customer's expense and shall be remunerated on a cost basis, provided that it is not caused by a culpable breach of the Agreement or applicable data protection law by REHAU.

11. Rights of inspection

11.1 Subject to clauses 11.2 and 11.3, the Partner is entitled to verify compliance with the obligations set out in this Data Processing Agreement regarding the protection of personal data (in particular with regard to technical and organisational measures) by REHAU or sub-processors at annual intervals and on an ad hoc basis, whereby these audits are limited to the information and data processing systems relevant to the provision of the contractual services.

11.2. Insofar as REHAU and sub-processors carry out certifications and prepare regular audit reports for the contractual services, these certifications and audit reports shall initially be used to exercise the control rights under this DPA. At the Partner's request, REHAU shall provide (i) the relevant extracts from the audit reports and (ii) information and documentation regarding the certifications and audit reports available for the contractual services. The audit reports, information and documents provided constitute confidential information of REHAU.

11.3. Only if the certificates and test reports are insufficient for the Partner to comply with the requirements for audits and controls under applicable data protection law shall the Partner have the right, at its own expense, (i) to request additional information and documents, and (ii) subject to prior notice given with reasonable notice, to carry out a further audit of the control environment and security practices relevant to the personal data being processed, provided that this does not disrupt REHAU's operational processes and the audit is conducted in accordance with REHAU's security guidelines and applicable data protection law.

12. Data erasure upon termination of the contract

Subject to any contrary agreements between the parties, upon termination of the DPA, REHAU shall delete all personal data which REHAU processes on behalf of the Partner or which was collected in connection with the provision of the contractual service. REHAU shall confirm the deletion in writing upon request.

13. Miscellaneous

13.1 This DPA shall terminate automatically upon termination of the contract or, in the case of multiple contracts, upon the expiry of the contract with the longest term. The right to terminate for cause remains unaffected.

13.2 In the event of any conflict between the provisions of this DPA and the provisions of a contract, the provisions of this DPA shall take precedence with regard to the parties' data protection rights and obligations. If there is any uncertainty as to whether a provision relates to the parties' data protection rights and obligations, this DPA shall apply in cases of doubt.

13.3 The termination, ancillary agreements, amendments and supplements to this DPA must be in writing. This formal requirement may only be waived in writing.

13.4 Should individual provisions of this DPA be or become wholly or partially invalid, or should they not be enforceable in the intended manner for legal reasons, this shall not affect the validity of the remainder of the DPA. The parties shall cooperate in a spirit of partnership to find a provision that comes as close as legally possible to the invalid provision in its original scope.

Appendix 1: Description of data processing activities

This contract covers (where applicable in conjunction with the main contract) the following services:

Technical provision of end-customer leads following the client's purchase of the lead from REHAU

Within the scope of the contractual provision of services, access may be granted to the following types of data:

Contact details of the lead, technical data of the project, other information relating to the project

The group of data subjects affected by the data processing comprises:

End customers, prospective customers

Access to the data in question is granted as follows:

By activating the prospective customer's data record stored in REHAU Lead Pro B2C

Appendix 2: Technical and organisational measures

1.1 Confidentiality (Art. 32(1)(b) GDPR)

<p>Access control <i>No unauthorised access to data processing facilities, e.g. magnetic or chip cards, keys, electric door openers, plant security or gatekeepers, alarm systems, video surveillance systems;</i></p>	<p><i>The data to be processed is generally stored in secure areas. Access control is structured in a layered manner with several zones.</i></p> <p><i>The minimum requirements are defined in the “Standard for IT rooms”.</i></p> <ul style="list-style-type: none"> <i>* Access to REHAU buildings is secured by an access control system. In some cases, access control is provided additionally or exclusively by reception/gatekeepers.</i> <i>* Access for staff to the office areas of the data centre requires authentication using personal staff ID cards and a PIN.</i> <i>* Persons not employed by REHAU (external contractors such as technicians, visitors) are issued with a special pass, the use of which is documented.</i> <i>* Access to the computer room is fully documented via a change management workflow and requires authentication using personal staff ID cards and a PIN. Access authorisations are approved by the department management and reviewed periodically.</i> <i>* The entrance areas to the office areas and the computer rooms are monitored by CCTV.</i> <i>* Outside working hours, surveillance is additionally provided by an alarm system with door locks/motion detectors and a link to the security service and the police.</i>
<p>Access control <i>No unauthorised system use, e.g.: (secure) passwords, automatic lock-out mechanisms, two-factor authentication, encryption of data storage media;</i></p>	<ul style="list-style-type: none"> <i>* All computers have at least one access control system (user ID, password). Rules governing password assignment (complexity, change interval, reuse) have been established.</i> <i>* The data storage media of mobile devices (e.g. laptops, tablets, smartphones) are encrypted using state-of-the-art technology.</i>
<p>Access control <i>No unauthorised reading, copying, modification or removal within the system, e.g.: authorisation concepts and access rights tailored to requirements, logging of access;</i></p>	<ul style="list-style-type: none"> <i>* Access authorisations are managed via an Identity and Access Management System (IAM), which enables data access and modifications to be controlled on the basis of roles and individual authorisations.</i> <i>* Authorisations are granted via a documented approval process.</i> <i>* Each employee may only access the systems and data required for their duties.</i> <i>* Where necessary, administrative access is granted independently of the IAM via a documented approval process, which regularly reviews the continued need for such authorisation.</i> <i>* Each employee’s personal responsibility for integrity, confidentiality and availability is reinforced through training and awareness measures.</i>

<p>Separation of duties <i>Separate processing of data collected for different purposes, e.g.: multi-tenancy, sandboxing;</i></p>	<p><i>The transition from the development system to the production system is secured by system separation and a workflow-based approval process. Where necessary, data from different systems is hosted on physically separate data storage devices.</i></p> <p><i>In individual cases, further measures to ensure separate processing are described in the documentation for the specific procedures.</i></p>
<p>Pseudonymisation <i>(Art. 32(1)(a) GDPR; Art. 25(1) GDPR)</i> <i>The processing of personal data in such a way that the data can no longer be attributed to a specific data subject without the use of additional information, provided that such additional information is kept separately and is subject to appropriate technical and organisational measures;</i></p>	<p><i>Pseudonymisation is carried out in accordance with system-specific specifications</i></p> <p><i>Where personal identification is not required in individual cases, pseudonymisation is carried out to the extent necessary due to the risks associated with the processing.</i></p> <p><i>REHAU implements security requirements in its quality assurance systems that are comparable to those in its production systems, thereby ensuring protection commensurate with the risk.</i></p>

1.2 Integrity (Art. 32(1)(b) GDPR)

<p>Control of disclosure <i>No unauthorised reading, copying, alteration or removal during electronic transmission or transport, e.g.: encryption, Virtual Private Networks (VPN), electronic signatures;</i></p>	<p><i>* Data transmission between REHAU sites is encrypted via Virtual Private Networks (VPN).</i></p> <p><i>* Access by employees via mobile devices (e.g. laptops, tablets, smartphones) is encrypted via VPN or TLS connections and multi-factor authentication.</i></p> <p><i>* Access by service providers is encrypted via VPN or TLS connections.</i></p> <p><i>* The storage media of mobile devices (e.g. laptops, tablets, smartphones) are encrypted using state-of-the-art technology.</i></p>
<p>Input control <i>No unauthorised system use, e.g.: (secure) passwords, automatic lock mechanisms, two-factor authentication, encryption of data storage media;</i></p>	<p><i>* The storage media of mobile devices (e.g. laptops, tablets, smartphones) are encrypted using state-of-the-art technology.</i></p> <p><i>* All computers have at least one access control system (user ID, password). Rules for password assignment (complexity, change interval, reuse) have been established.</i></p>

1.3 Availability and resilience (Art. 32(1)(b) GDPR)

<p>Availability control <i>Protection against accidental or deliberate destruction or loss, e.g.: backup strategy (online/offline; on-site/off-site), uninterruptible power supply (UPS), virus protection, firewall, reporting channels and contingency plans;</i></p>	<p><i>* A data backup concept has been implemented; storage takes place in physically separate building complexes.</i></p> <p><i>* Two redundant data centres have been implemented. These are equipped with UPS systems and emergency power generators,</i></p>
---	--

	<i>early fire detection and, in some cases, oxygen-suppressing fire suppression systems.</i>
Capacity	<ul style="list-style-type: none"> * REHAU regularly forecasts future usage so that system capacities can be adjusted in good time. * Regular maintenance of technical equipment and systems, including appropriate maintenance contracts with the manufacturers. * Protection against distributed denial-of-service (DDoS) attacks on the internet connection. * State-of-the-art measures to defend against attacks (e.g. virus scanners, firewalls).
Rapid recovery (Art. 32(1)(c) GDPR);	<ul style="list-style-type: none"> * Contingency plans are in place and are regularly updated and tested. * The data centre's IT and telecommunications infrastructure is designed with redundancy. Each of the sub-data centres can operate independently. * Redundant telecommunications connections.

1.4 Procedures for regular review, assessment and evaluation
(Art. 32(1)(d) GDPR; Art. 25(1) GDPR)

Data Protection Management	<i>A group-wide data protection policy is in place</i>
Incident response management <i>Incident management, Service Level Agreement;</i>	<i>* A major incident management process has been implemented for the operation of IT and telecommunications systems.</i>
Audits and penetration tests	<i>* REHAU has implemented an information security management system in accordance with ISO/IEC 27001 for the data centres at the Rehau site, which is audited by accredited external auditors.</i>
Privacy-by-design (Art. 25(2) GDPR);	<i>When developing new processes, the project approval procedure ensures that the Data Protection Officer (DPO) and the necessary data protection aspects are incorporated into the development at an early stage.</i>
Contract management <i>No data processing on behalf of a client within the meaning of Article 28 of the GDPR without corresponding instructions from the client, e.g.: clear contract drafting, formalised contract management, strict selection of the service provider, duty to verify in advance, follow-up checks;</i>	<i>For cloud and outsourcing service providers, a structured assessment of data protection and information security requirements is carried out.</i>

Appendix 3: Subcontractors

List of the data processor's existing subcontractors/sub-processors at the time of conclusion of the contract:

<i>Name</i>	<i>Registered office</i>	<i>Type of service</i>
<i>Hetzner Online GmbH</i>	<i>Industriestr. 25, 91710 Gunzenhausen Germany</i>	<i>Cloud Services</i>
<i>IDALABS GmbH & Co. KG</i>	<i>Johann-Heuck-Straße 19 24111 Kiel Germany</i>	<i>Maintenance and Hosting</i>
<i>Combeeneration GmbH</i>	<i>Am Teichfeld 4 4152 Sarleinsbach Austria</i>	<i>Maintenance and hosting</i>
<i>REHAU Industries SE & Co. KG</i>	<i>REHAU Industries SE & Co. KG Ytterbium 4 91058 Erlangen</i>	<i>Maintenance, support, further development</i>