



KONICA MINOLTA

Data Processing Agreement

according to Art. 28 GDPR

between

company name

address

as “Controller” according to GDPR

and

Konica Minolta Business Solutions Nederland BV,

Capellalaan 65, 2132JL Hoofddorp,

as “Processor” according to GDPR

together “the Parties”

Version: 2025-02-05 NOC



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§ 1 Purpose of the Data Processing Agreement

- (1) The Processor provides services to the Controller subject to one or more master contractual agreements (e.g., framework contract, individual assignment, smart managed services contract, SaaS or hosting contract, rental or leasing contract, maintenance contract, tender). This contract is hereinafter referred to as "Principal Agreement(s)". Insofar as the provided services involve the processing of personal data on behalf of the Controller, to define their respective rights and duties the Parties conclude this data processing agreement ("DPA").
- (2) The specific type of Controller's personal data processed by the Processor, the categories of data subjects affected by the processing and the nature and purpose of the processing are further specified in the **Annexes**.
- (3) The duration of the data processing and the term of this DPA shall be based on the term of the Principal Agreement(s) or shall continue for as long as required by applicable statutory provisions. Further obligations or exceptional rights of termination may arise from further provisions of the Principal Agreement(s) or this DPA.

§ 2 Right to Issue Instructions

- (1) The Processor may only collect, process, or use data within the scope of the Principal Agreement(s) and in accordance with the instructions of the Controller. The instructions of the Controller are initially set out in this DPA and may subsequently be amended, supplemented, or replaced by individual instructions in writing or in text (individual instructions). Verbal instructions are confirmed by the Controller without delay (at least in text form). The Controller is entitled to issue instructions at any time. This includes instructions regarding the erasure, rectification, and restriction of processing of data. As the circumstances require, persons authorised to issue instructions might be defined in the **Annexes**.
- (2) If the Processor is of the opinion that an instruction of the Controller violates data protection regulations, the Controller must be informed immediately. The Processor shall be entitled to suspend the execution of the instruction in question until it is confirmed or amended by the Controller. The Processor may refuse to carry out an instruction which is manifestly unlawful.
- (3) Instructions of the Controller which go beyond the services owed under the Principal Agreement(s) and the data processing required for this and which the Processor is not legally obliged to provide could be subject to separate remuneration.



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§ 3 Security Measures of the Processor

- (1) The Processor is committed to comply with the provisions of law on data protection. Within its area of responsibility, the Processor shall design the organisation in such a way that it meets the special requirements of data protection. The Processor shall take all necessary technical and organisational measures for the appropriate protection of the personal data of the Controller in accordance with Art. 32 GDPR, in particular at least the measures listed in the **Annexes**. The Processor reserves the right to modify the security measures taken, while ensuring that they do not fall below the contractually agreed level of protection.
- (2) The Processor shall appoint a company data protection officer. The contact details of the data protection officer shall be published on the Processor's website and communicated to the competent data protection supervisory authority.
- (3) Persons employed by the Processor in the processing of data on behalf of the Controller shall be prohibited from collecting, processing, or using personal data without authorisation. The Processor shall impose an obligation of confidentiality (Art. 28 (3) lit. b GDPR) on all own personnel entrusted with the processing and fulfilment of this DPA (hereinafter referred to as employees) and shall ensure compliance with this obligation with due care. The obligation of confidentiality must be formulated in such a way that it remains in force even after the termination of either this DPA or the employment relationship between the employee and the Processor.

§ 4 Duties of the Processor

- (1) In the event of a personal data breach of personal data of the Controller, the Processor shall immediately inform the Controller in writing or text form. The notification of a personal data breach shall at least contain a description of:
 - (a) the nature of the personal data breach including where possible, the categories and approximate number of data subjects concerned, and the categories and approximate number of personal data records concerned,
 - (b) the name and contact details of the data protection officer or other contact point where more information can be obtained,
 - (c) the likely consequences of the personal data breach,
 - (d) the measures taken or proposed to be taken by the controller to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects.



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- (2) The Processor shall immediately take the necessary measures to secure the personal data and to mitigate any adverse consequences for the data subjects, shall inform the Controller thereof, and request further instructions.
- (3) In addition, the Processor shall be obliged to provide information to the Controller at any time in so far as personal data are affected by a breach as referred to in paragraph (1).
- (4) If the personal data of the data Controller at the Processor's premises are endangered by attachment or confiscation, through insolvency or settlement proceedings or through other events or measures of third parties, the Processor shall inform the Controller immediately, unless this is prohibited by court or official order. In this context, the Processor will without delay inform all jurisdictional authorities that the power of ultimate decision over the data lies exclusively with the Controller in its capacity as "Controller" within the meaning of the GDPR.
- (5) The Processor shall keep a record of processing activities carried out on behalf of the Controller, containing all the information required by Art. 30 (2) GDPR.
- (6) The Controller and the Processor will if requested to do so assist the data protection supervisory authorities in the fulfilment of their duties.

§ 5 Rights of the Controller

- (1) The Controller will prior to the commencement of data processing, and regularly thereafter, establish to their satisfaction the adequacy of the technical and organisational measures taken by the Processor. For this purpose, the Controller may, for example, obtain information from the Processor, have existing certifications or attestations from experts presented to them or, after timely coordination (at least three weeks in advance), inspect the technical and organisational measures of the Processor. Inspections may be performed during normal business hours personally or by a competent third party. Inspections by third parties must be performed in agreement with the Processor, third parties in a competitive relationship may be rejected by the Processor. The Controller shall carry out inspections only to the extent necessary and shall not disrupt the operations of the Processor disproportionately. Each party shall bear its own costs for audits and inspections.
- (2) The Processor undertakes to provide the Controller, at the latter's written request and within a reasonable period of time, with all the information necessary to carry out an audit or inspection on the technical and organisational measures taken by the Processor.
- (3) The Controller shall document the result of the audit or inspection and provide it to the Processor. In the event of errors or irregularities which the Controller discovers, in



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particular in the results of commissioned data processing, the Processor shall be informed without delay. If the audit or inspection reveals issues the future avoidance of which requires changes to the commissioned processing, the Controller shall inform the Processor of the findings and requested changes in writing or in text form.

- (4) The Controller bears responsibility for assessing the lawfulness of the data processing.

§ 6 Engagement of Sub-Processors

- (1) The services agreed in the Principal Agreement(s) or partial services thereof will be carried out with the involvement of the Sub-Processors (subcontractors) listed in the **Annexes**. Within the scope of its contractual obligations, the Processor shall be authorised to modify existing subcontractor relationships or to establish new ones. The Processor shall immediately inform the Controller thereof. The Controller may object to the engagement of new subcontractors. The Controller must raise any objection immediately; objections may not be based on extraneous considerations.
- (2) The Processor is obliged to carefully select subcontractors according to their suitability and reliability. If subcontractors are used, the Processor shall engage them in accordance with the provisions of this DPA. If subcontractors in a third country are to be involved, the Processor shall ensure that an appropriate level of data protection is guaranteed for the respective subcontractor (e.g. by agreeing on the EU standard contractual clauses).
- (3) A subcontracting relationship within the meaning of these provisions shall not exist if the Processor commissions third parties with services which are to be regarded as purely ancillary services. These include, for example, postal, transport and dispatch services, cleaning services, telecommunications services without any specific reference to services which the Processor provides for the Controller, and security services.

§ 7 Queries and Rights of Data Subjects

- (1) Where possible, the Processor shall support the Controller with suitable technical and organisational measures to help fulfil the Controller's obligations under Articles 12 to 22 and 32 to 36 GDPR.
- (2) If a data subject should contact the Processor directly in order to assert their rights as data subject, for example to obtain information, rectification or erasure of their data, the Processor will not react independently. If the responsible Controller can be identified from the data subject request, the Processor shall inform the Controller and await the latter's instructions.



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§ 8 Liability

§ 9 (1) Liability follows the statutory provisions, primarily those of Art. 82 GDPR. Termination of the Principal Agreement(s)

- (1) After termination of the Principal Agreement(s) or at any time at the request of the responsible party, the Processor shall return to the responsible party all documents, data and data carriers provided by the Controller or – at the request of the Controller, unless there is an obligation to store personal data under applicable law – erase them.
- (2) The Processor shall be obliged to treat confidentially the data that has become known to them in connection with the Principal Agreement(s) during and beyond the end of the term of the Principal Agreement(s). This DPA shall remain in force beyond the end of the Principal Agreement(s) for as long as the Processor has Controller's personal data at its disposal.

§ 10 General Provisions

- (1) The Parties agree that the Processor waives reliance on the right of retention in respect of the data to be processed and related electronic media.
- (2) Changes and amendments to this DPA must be made in writing. This also applies to the waiver of this formal requirement. The priority of individual contractual agreements remains unaffected.
- (3) In case of doubt, the provisions of this DPA take precedence over the provisions of the Principal Agreement(s).
- (4) Should individual provisions of this DPA be or become invalid or unenforceable in whole or in part, this shall not affect the validity of the remaining provisions.
- (5) Place of jurisdiction is Hanover.

Signatures

Date:

For the Controller:

Date:

For Konica Minolta:



KONICA MINOLTA

Name:

Position:

Name:

Position: