

Supplementary Agreement DORA
Supplementary to the main contract
(„AppTec End User License Agreement“)

Between

AppTec GmbH,
Freie Strasse 32
CH - 4001 Basel

and

the following additional agreement is concluded:

This agreement serves to implement the minimum contractual content prescribed in Art. 30 (2) DORA. It applies only in connection with the main contract concluded between the parties. Unless otherwise specified in this agreement, the provisions of the AVV shall continue to apply unchanged. In the event of contradictions, the provisions of this agreement shall take precedence.

1. Interpretation and Contract Hierarchy

1. APPTEC provides ICT services to the customer within the meaning of Regulation (EU) 2022/2554 of the European Parliament and of the Council of 14 December 2022 (hereinafter “DORA”), i.e., digital services and data services that are permanently made available via ICT systems to one or more internal or external users. The ICT services provided by APPTEC do not constitute ICT services that support critical or important functions.
2. This supplementary agreement serves to implement the contractually required minimum contractual content pursuant to Art. 30 (2) DORA. To the extent that terms are used in this supplementary agreement which are defined in DORA, the definitions of DORA shall apply.
3. In the event of any substantive contradictions between the provisions of this supplementary agreement and the provisions of the main contract, including its annexes, the provisions contained in this supplementary agreement shall take precedence. However, insofar as APPTEC processes personal data on behalf of the customer, the agreement on the processing of personal data on

behalf pursuant to Art. 28 GDPR / data processing pursuant to Art. 9 DSG shall take precedence in this respect.

2. ICT services provided

1. The description of the ICT services to be provided by APPTEC and their quality and functions, as well as information on any subcontractors, can be found in the main contract concluded between the parties and its annexes.
2. The provision of the contracted services or the functions and/or partial services subcontracted and/or the processing and/or storage of the customer's data will take place at the following locations:

ICT service providers or subcontractors	Contractual service/function/processing	Location
Host Europe GmbH	Infrastructure and hosting service providers for the cloud environment	Hansestrasse 111, D-51149 Cologne
AppTec Services GmbH	Technical Support and Development	Engelbergerstr. 21, D-79106 Freiburg

APPTEC will notify Customer in advance if APPTEC intends to change these locations.

3. Provisions on the availability, authenticity, integrity and confidentiality of personal data result from the agreement concluded between the parties on the processing of personal data on behalf of Art. 28 GDPR / data processing pursuant to Art. 9 DSG, its annexes and the related contractual agreements. APPTEC does not process any types of personal data other than those described therein.

3. Support in the event of ICT incidents

APPTEC will assist the Customer in resolving an ICT incident related to the ICT Service provided to the Customer by APPTEC by taking appropriate measures to be determined in more detail between the parties on a case-by-case basis. For the support services provided by APPTEC, a fee of €300.00/hour is incurred.

4. Cooperation with authorities

APPTEC will cooperate fully with the authorities and settlement authorities responsible for the customer, including the persons designated by them. In particular, APPTEC will provide requested documents and information and answer questions from the competent authorities and resolution authorities.

5. Termination rights

1. In addition to the termination rights granted to the Customer in the agreements related to the Main Agreement, the Customer is entitled to terminate the Main Agreement with a notice period of 3 months to the end of the term in the following cases:
 - a. APPTEC is in material breach of the laws, other regulations or conditions of the main contract applicable to the provision of the agreed ICT services.
 - b. In the course of monitoring the third-party risk, the Client identifies circumstances that the Client considers to be likely to interfere with the performance of the functions provided for in

the contractual agreement for the provision of ICT services; this also includes material changes that affect APPTEC's ICT-related agreement or relationships.

- c. There are demonstrable weaknesses at APPTEC in relation to APPTEC's overall ICT risk management. This applies in particular to proven weaknesses in the way in which APPTEC ensures the availability, authenticity, security and confidentiality of personal, non-personal or sensitive data.
 - d. The competent authority requires the customer to terminate the main contract or can no longer effectively supervise the customer as a result of the ICT services related to the main contract or circumstances related to the main contract.
2. The termination pursuant to § 5 no. 1 (a) to (c) is only permissible after a reasonable period of time has elapsed for remedy.

6. Ensuring access to data

In the event that APPTEC becomes insolvent, is wound up, ceases to operate or the main contract is terminated, APPTEC will ensure the access, restoration and return of the data processed by APPTEC to the customer in an easily accessible format.

7. Participation in the customer's training courses

1. To the extent that APPTEC employees have access to Customer's IT systems, networks or data, APPTEC will send them to a reasonable extent at Customer's prior request, but not more than two (2) hours per year, for ICT security awareness and training on Customer's digital operational resilience (hereinafter collectively "Training"). Unless otherwise agreed, the training courses are held online by the customer.
2. The customer will give at least 8 weeks' notice of the training. APPTEC may cancel participation in the announced training courses for factual reasons (e.g. vacation, illness, other customer appointments, participation of the employee in a similar training course in the last twelve (12) months) for individual employees or send a representative for the employee. APPTEC will inform the customer in advance of the existence of such reasons.
3. The customer does not receive any remuneration from APPTEC for the implementation of the trainings. For the participation of APPTEC's employees in the customer's training courses, the customer must pay APPTEC a remuneration of 300 €/hour.

8. Final Provisions

1. This Additional Agreement is subject to the law set out in the Main Agreement. The place of jurisdiction for all disputes arising in connection with this Addendum is the place of jurisdiction specified in the main contract.
2. All amendments and additions to this supplementary agreement must be made in writing in order to be effective. The transmission of electronically signed or signed and scanned business letters by e-mail satisfies the contractual written form requirement. The written form requirement can only be waived in writing.

3. Should individual provisions of this supplementary agreement be or become invalid, or should the supplementary agreement contain a loophole, this shall not affect the validity of the remaining provisions. In lieu of the invalid or missing provision, the parties will agree on such an effective provision that comes closest to what the parties economically wanted at the time of entering into the contract.

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Basel, den

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(Name, signature, stamp if applicable)

Customer

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(Name, signature, stamp if applicable)

AppTec GmbH