



EPIC FUSION
BRING IT ALL TOGETHER

Data processing agreement

Between

Epic Fusion AG
Bahnhofplatz 10b
3011 Bern
Switzerland

(hereinafter referred to as Epic Fusion)

And

Epic Fusion's customers, with whom Epic Fusion has contracts for consulting, operational and other IT services

(hereinafter referred to as customers)

(Epic Fusion and customer hereinafter referred to individually or jointly as party or parties)



General data protection principles

1. The parties undertake to comply with the requirements of applicable legislation in the area of data protection. Data protection regulations (depending on applicability: General Data Protection Regulation of the European Union, GDPR and/or Swiss Federal Act on Data Protection, DSG) and telecommunications services as well as any applicable special laws (banking supervision, professional secrecy protection) must always be observed.
2. The data controller is considered to be the owner of the personal data and the controller responsible for the processing of personal data. Epic Fusion is considered a service provider within the contractual scope of Epic Fusion's responsibilities. workers.
3. Epic Fusion takes appropriate technical and organizational measures to ensure that the processing of personal data in accordance with the requirements of the applicable legal provisions legislation in the area of data protection and telecommunications services, as well as any applicable special provisions social laws (banking supervision, professional secrecy protection) are observed and the protection of the rights of the persons concerned is always guaranteed.

Subcontractors and being bound by instructions

4. The customer acknowledges and agrees that Epic Fusion may engage additional data processors. Epic Fusion will inform the customer of any intended changes regarding the addition or replacement of other data processors, thereby giving the customer the opportunity to object to such changes.
5. Epic Fusion processes personal data to the extent and for as long as it is necessary for the fulfillment of the contract is required.
6. Epic Fusion processes personal data only in accordance with the agreement with or instructions of the customer also with regard to the transfer of personal data to a third country or an international organization. National organization, unless Epic Fusion is obliged to do so by applicable law; in such a case, Epic Fusion will inform the customer of these legal requirements before processing, unless the relevant law prohibits such notification due to an important public interest.

Security and risk management

7. Taking into account the state of the art, the implementation costs, and the nature, scope, context, and purposes of processing, as well as the varying likelihood and severity of the risk to the rights and freedoms of natural persons, Epic shall implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk. These measures shall include, among other things:
Fusion shall take appropriate technical and organizational measures to ensure a level of protection appropriate to the risk; these measures shall include, among other things:
 - a) the ability to ensure the confidentiality, integrity, availability, and resilience of systems and services related to processing on an ongoing basis;
 - b) the ability to quickly restore the availability of personal data and access to it in the event of a physical or technical incident;
 - c) ein Verfahren zur regelmässigen Überprüfung, Bewertung und Evaluierung der Wirksamkeit der technischen und organisatorischen Massnahmen zur Gewährleistung der Sicherheit der Verarbeitung.



8. When assessing the appropriate level of protection, particular consideration should be given to the risks associated with processing, in particular through – whether accidental or unlawful – destruction, loss, alteration, or unauthorized disclosure of or access to personal data transmitted, stored, or otherwise processed.

9. Epic Fusion takes measures to ensure that natural persons under its control who have access to personal data only process it in connection with the performance of the contract, unless they are required to process it under applicable law.

Support for data protection obligations

10. Given the nature of the processing, Epic Fusion shall, where possible, support its customers with appropriate technical and organizational measures so that they can comply with any obligations they may have under applicable data protection law to respond to requests to exercise the following rights of data subjects. Depending on the applicable data protection law, this may include the following:

- a) Right to transparency, access, and information;
- b) Right to disclosure or access to the personal data concerned
- c) Right to rectification
- d) Right to erasure (right to be forgotten)
- e) Right to restriction of processing
- f) Right to data portability (right to data transfer)
- g) Right to withdraw consent
- h) Right to object
- i) Right to protection against automated decisions, including profiling
- j) Right to lodge a complaint with a competent supervisory authority

11. Epic Fusion supports its customers in complying with the following obligations that may exist under applicable data protection law, taking into account the nature of the processing and the information available to Epic Fusion:

- a) Ensuring a level of protection for personal data that is appropriate to the risk;
- b) Reporting breaches of personal data protection to the competent supervisory authority;
- c)
- d)
- c) Notifying individuals affected by a personal data breach;
- d) Assessing the impact of the intended processing operations on the protection of personal data (data protection impact assessment);
- e) Consulting the supervisory authority in advance in the event of high-risk processing activities.

Data deletion, return and control

12. Upon completion of the processing services, Epic Fusion is obligated to either return all personal data at the customer's discretion or, if technically possible and reasonable, delete it, unless there is an obligation under applicable law to store the personal data or Epic Fusion has an overriding legitimate interest in retaining it.

Anonymization is equivalent to deletion.

13. Epic Fusion shall provide customers with all information necessary to demonstrate compliance with the obligations set forth in this Section 13 and shall enable or support audits – including inspections – conducted by customers or other auditors appointed by them.

Such audits or inspections shall be conducted during normal business hours without disrupting operations, after prior notification and taking into account a Such audits or inspections shall be carried out during normal business hours without disrupting operations, after notification has been given with reasonable advance notice. Epic Fusion may make such audits or inspections conditional upon prior notification with reasonable advance notice, the signing of a confidentiality agreement, and the implementation of technical and organizational measures.

An audit may only be carried out to the extent that it does not affect or disclose data relating to other customers. Such audits or inspections may not be carried out by any person or company that is in a competitive relationship with Epic Fusion. An audit may only be carried out to the extent that no data of other customers is affected or disclosed. Such an audit or inspection may not be carried out by a person or company that is in a competitive relationship with Epic Fusion. Epic Fusion may charge a fee for assistance in carrying out an audit or inspection at the prices and conditions agreed in the offer. The cost of an inspection is generally limited to one day per calendar year for Epic Fusion.



Special processing situations

14. Epic Fusion shall inform its customers if Epic Fusion believes that an instruction violates applicable law.

15. Epic Fusion undertakes to completely erase any storage media or data carriers that come into its possession in connection with the performance of services under this contract (namely during maintenance work such as the replacement of old or defective devices) before any further use.

16. Customers may request their personal data to be returned at any time. Customers may also request at any time, by written declaration, that Epic Fusion delete (or anonymize) personal data. Epic Fusion accepts no responsibility for deleted data. Services provided by Epic Fusion in accordance with this clause 16 are subject to compensation at the prices and conditions agreed in the offer.

Third parties and data content

17. If the customer is acting as a representative or otherwise on behalf of a third party, or if Epic Fusion provides information about a third party, the customer hereby declares that they are an authorized representative or agent of this third party and/or that they have obtained all necessary consents (as required by applicable law) from this third party for the collection, processing, use, and disclosure of their customer data to Epic Fusion or by Epic Fusion.

18. The customer undertakes to ensure that the customer data is free of any illegal and/or immoral content. This does not apply to the legally compliant professional processing of data in connection with illegal behavior (e.g., the processing of files from criminal cases by compliance bodies or lawyers).

Supplementary provisions

19. The processing of personal data belonging to customers themselves (or their bodies, directors, employees, and representatives) is governed by Epic Fusion's privacy policy (<https://epicfusion.com/datenschutzerklaerung>).