

# External Worker Confidentiality and Data Protection Statement\* SAP Group

In consideration of your Engagement (hereinafter "Engagement") within the SAP Group (SAP SE and its affiliates – hereinafter "SAP") and disclosure of Confidential Information by SAP to you pursuant your C-User access (hereinafter "Subject Matter"), you acknowledge the obligations to commit yourself to confidentiality and hereby covenant and agree as follows to this External Worker Confidentiality and Data Protection Statement (hereinafter "Statement" or "EWS"):

## 1 CONFIDENTIALITY

- 1.1 I acknowledge that I have been designated as an authorized employee or consultant to receive on behalf of my Employer (hereinafter "Company") access to Confidential Information of SAP, which my Company is obligated to maintain strictly confidential under the terms of the agreements entered into between SAP and my Company. I further acknowledge that I have signed a prior written agreement with my Company pursuant to which I have either directly for this Engagement or implicitly through my employment contract agreed to maintain the confidentiality of third party confidential and that I am bound by such agreement to maintain the confidentiality of every SAP Confidential Information to which I obtain knowledge during the course of my activities for SAP.
- 1.2 For purpose of this Statement, Confidential Information shall mean any information which SAP protects against unrestricted disclosure to other parties (whether orally, in writing or any other tangible form) and information to which I obtain knowledge during the course of my activities for SAP where the confidentiality results from the nature of the information or its circumstances. Consequently, Confidential Information shall mean any data that is identified as "Confidential", "Internal" or "Proprietary" or which would otherwise ordinarily be expected to be confidential, internal or proprietary.
- 1.3 I acknowledge that I am obliged to take and pass the SAP Security Training and follow its instructions, and to any applicable SAP Policy made available to me during the course of my Engagement aiming to protect Confidential Information, including but not limited to SAP Global Security Policy, SAP Global Information Classification & Handling Standard, SAP Data Protection and Privacy Policy - External, and the Code of Business Conduct for External Workers, or any amendment or new version thereof either directly or by way of instructions.

## 2 DATA PROTECTION

- 2.1 I am obliged to observe confidentiality regarding personal data that I may have access to or otherwise gain knowledge of in the course of my Engagement, and to process and use them only as instructed by SAP for business functional purposes only (i.e. "Confidentiality" as set forth in Art. 5 para 1 lit. f, Art. 28 para 3 lit. b, Art. 29 and Art. 32 para 4 General Data Protection Regulation - GDPR).
- 2.2 I am prohibited from processing personal data without authorization. Processing comprises the collection, retrieval, recording, organization, structuring, storage, adaptation or alteration, consultation, use, the disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of personal data. Accordingly, I'm obliged to
  - process personal data for no other purpose than the ones to legitimately fulfill my official business function,

- to obey any legal and internal rules with reference to the treatment and protection of personal data, including all technical and organizational measures to protect the security of the processing and to avoid the destruction, loss, alteration, unlawful disclosure or unauthorized access,
- use personal data I am entrusted with only to the extent necessary to fulfill my respective tasks or duties.

2.3 This obligation applies to any personal data I may get in contact with during my Engagement, irrespective of whether it relates to SAP customers, partners, consultants, employees or other third parties.

### 3 PROFESSIONAL SECRETS

3.1 I acknowledge that during my activities for SAP I may obtain access to or knowledge about information of SAP customers whose profession, due to relevant national laws, imposes a professional secrecy obligation upon them, and who are therefore subject to exceptional confidentiality. These may include physicians, lawyers, statutory auditors, tax advisors as well as hospitals, private health-, accident- or life-insurances or pharmacies.

3.2 When engaging service providers that will contribute in their professional services, such customers with a professional secrecy obligation must obey additional binding legal requirements aside from regular data protection obligations, which may derive from national professional- or penal law. One of these requirements is that service providers and their staff must be sworn to secrecy in a particular manner.

3.3 I acknowledge that, for legal reasons, I may be regarded as a person that contributes to the professional services of someone who bears a professional secrecy obligation, if and to the extent I will be granted with access to customer data which fall within the scope of such national professional- or penal laws (“Professional Secrets”). I have been informed and I am aware that

- relevant national law may make it an offense for a person to unlawfully disclose another’s Professional Secrets that he or she was entrusted with in the course of their employment activity (e.g. in Germany sec. 203 para 4 sent. 1 German Penal Code or in France Article 226-13 French Code Penal),
- I may claim a right to refuse to give evidence towards state or government institutions with regard to Professional Secrets and that I am obliged to exercise this right (e.g. towards government institutions in Germany according to sec. 53a of the German code of the criminal procedure).

3.4 I therefore undertake to obtain knowledge of Professional Secrets, to which I may be granted with access during my activity, only as much as is necessary to fulfill my contractual obligations under my Engagement. I undertake to treat these data strictly confidential and to protect them against disclosure by third parties.

### 4 TELECOMMUNICATIONS SECRECY

4.1 I acknowledge that during my activities for SAP I may obtain access to or knowledge about information which may fall within the scope of telecommunications secrecy due to relevant national telecommunications law, and who are therefore subject to exceptional confidentiality.

4.2 Telecommunications law may be applicable if SAP commercially provides telecommunications services, and when I may contribute in such telecommunication services and be granted with access to data which fall within the scope of telecommunications services in the course of my Engagement with SAP.

4.3 The telecommunications secrecy comprises the content of telecommunications and the detailed circumstances thereof, particularly the fact of whether a person is or has been involved in

telecommunications traffic. The telecommunications secrecy also covers the detailed circumstances surrounding unsuccessful call attempts (together "Telecommunications Secrets").

4.4 I have been informed and I am aware that relevant national law may make it an offense for a person to unlawfully disclose Telecommunications Secrets that he or she was entrusted with in the course of their employment activity (e.g. in Germany sec. 88 national telecommunications act or sec. 206 German Penal Code).

4.5 I therefore undertake to obtain knowledge of Telecommunications Secrets, to which I may be granted with access during my activity, only as much as is necessary to fulfill my contractual obligations under my Engagement. I undertake to treat these data strictly confidential and to protect them against disclosure by third parties.

## 5 OWNERSHIP AND COPYRIGHTS OF THIRD PARTIES

5.1 I acknowledge and agree that any Confidential Information of SAP, which has been or will be disclosed to me during my Engagement, is and will remain the exclusive property of SAP, and will be held in trust by me for the benefit of SAP. No license under any patent and/or copyright, nor any right with respect to the Confidential Information other than expressly set out herein, is granted to me under this Engagement by implication or otherwise. I undertake to return any materials to SAP upon request without delay and/or, at SAP's choice, to destroy any copies thereof and to confirm such in writing towards SAP.

5.2 I undertake to respect the rights, especially the copyrights, of third parties. Unless the copyright holder or SAP has given its explicit approval for the respective use, I shall not use or modify third party software or materials in any way.

5.3 I undertake not to disclose copyright protected materials of third parties. In addition, I shall not keep or store any such information on the premises or on systems owned and/or operated by or on behalf of SAP, without permission and/or as legally required.

## 6 GENERAL PROVISIONS

6.1 My obligation to confidentiality, data protection and regarding the use of Confidential Information shall remain in force after termination or expiration of my Engagement and/or my access to Confidential Information.

6.2 This Statement expresses the complete understanding of the parties with respect to safeguarding confidentiality and data protection pursuant the Subject Matter of this Statement and supersedes all prior proposals, agreements, statements, representations and understandings. For the avoidance of doubt, the parties agree that (i) the parties may be subject to one or more existing written agreements between them with respect to the confidentiality and use of information disclosed by one party to the other party (other than in connection with the Subject Matter, and (ii) this Statement shall supplement, and shall not supersede or replace in any respect, the terms and conditions of such existing written agreements. Amendments to this Statement must be in writing in order to be effective.

6.3 The failure to exercise any right provided in this Statement shall not be a waiver of prior or subsequent rights.

6.4 I am aware that any misappropriation of any of the Confidential Information in violation of this Statement or applicable law may cause reputational damages or legal consequences for SAP. I acknowledge that any violation of this Statement may result in personal liability. Furthermore, it may lead to an administrative fine or, in case of a violation of applicable data protection-, unfair competition- or penal laws to criminal

penalties or imprisonment. The breach of a Professional Secret may result in criminal penalties or, depending on the circumstances of the breach, imprisonment (e.g. in Germany up to a year, and if the breach occurred for money or with the intent to enrich or harm someone, up to 2 years or punitive fine).

6.5 If any term or provision hereof is or may become invalid or unenforceable, the remaining terms and provisions hereof shall be unimpaired and shall remain in full force and effect. The invalid or unenforceable term or provision shall be replaced by a term and provision that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term or provision. If the Statement proved to be incomplete, a provision shall apply which matches the sense and purpose of the Statement and, in case of its consideration, would have been agreed.

[Please enter your data using block letters]

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Name

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Company

SAP customer/partner no

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Company Address

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Date

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Signature

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