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Exhibit 14 to the XBID-MSA

Personal Data Processing Terms

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Master Services Agreement XBID Solution – Exhibit 14 Personal Data Processing Terms

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Preamble

- A)** On the Effective Date, the PXs and DBAG have entered into the XBID-MSA which is supplemented by several XBID-DSAs. Under this XBID-MSA DBAG (including its subcontractors, if any) is obliged to provide Services for the PXs as a result of which DBAG (including its subcontractors, if any) Processes Personal Data on behalf of the PXs.

- B)** In order for the PXs to comply with the requirements of Data Protection Legislation, the PXs enter, each in its respective capacity as Controller, into these Personal Data Processing Terms with DBAG, in its capacity as Processor, in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals.

- C)** The Parties agree that all such Personal Data Processing and movement of Personal Data for the PXs shall be governed by these Personal Data Processing Terms.

Now, therefore, the Parties agree as follows:

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Section 1. Scope, Definitions and General Rights and Obligations of DBAG

- (1) In these Personal Data Processing Terms, the capitalized terms shall bear the meaning attributed to them in **Exhibit 1** (*PPI160 – Key Terms and Glossary*), unless mandatory applicable law stipulates that the respective term is to be defined otherwise, in which case such other definition shall prevail.
- (2) DBAG is commissioned to perform the Personal Data Processing operations specified in **Attachment 1** (Details regarding the Processing activities) hereto. The scope, nature and purpose of the Personal Data Processing, the categories of Personal Data and the categories of Data Subjects are specified in **Attachment 1** (Details regarding the Processing activities).
- (3) DBAG shall only be Processor for each PX with regard to the Personal Data provided by such PX and undertakes specific obligations towards that PX only in respect of Processing of the Personal Data provided by such PX.
- (4) DBAG is responsible for compliance with its obligations as Processor (and for compliance by its Subprocessors) under Data Protection Legislation.
- (5) DBAG agrees and warrants to (and to procure that its Subprocessors shall) Process and transfer the Personal Data which DBAG receives from the PXs under these Personal Data Processing Terms only on behalf of the respective PX and in compliance with the provisions of these Personal Data Processing Terms, the Processor Data Protection Legislation and the instructions of the PXs. DBAG may not use the Personal Data for any other purpose than for the execution of the Agreement nor disclose them to any third party unless required by mandatory law (subject to prior written notification to the PXs) or agreed otherwise in writing by the PXs.
- (6) DBAG will appoint a Personal Data protection officer, whose contact details are foreseen in **Exhibit 15** (*Contact Details*).

Any change thereto shall be notified by DBAG in writing to the PXs beforehand.

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- (7) DBAG will delete any Personal Data, which is no longer necessary for rendering the Services under the Agreement. If immediate deletion is not possible or permissible due to technical and/or organizational structures or because of a legal obligation to retain Personal Data, the access to the relevant record is to be restricted and the relevant record deleted as soon as possible. DBAG may not delete Personal Data without the prior written consent of the respective PX(s) (and without providing the respective PX(s) a copy of such Personal Data upon the latter's request).

- (8) DBAG warrants that the Processing operations under these Personal Processing Terms are performed exclusively (i) in the territory of the Federal Republic of Germany or, (ii) in a member state of the EU or (iii) in another treaty state of the Data Processing Terms in the European Economic Area. Any Processing in or transfer to a country other than those mentioned under i), ii) and iii) requires the prior written consent of the PXs and the conclusion of the EU Standard Contractual Clauses (processor) directly between the PXs and the relevant recipient of the Personal Data and may only occur if the additional requirements specified in Data Protection Legislation have been satisfied, this independently whether the Processing in such country is done by DBAG, an Affiliate or by a subcontractor of DBAG. The PXs shall reasonably work with DBAG on the terms and conditions of such request, but shall not be obliged to accept.

Section 2. General Rights and Obligations of the PXs

- (1) Each PX is solely responsible for compliance with its obligations as Controller under Data Protection Legislation applicable to such PX.

- (2) During the entire duration of the Agreement, the PXs may provide instructions to DBAG (including requests for information or copies of Personal Data) in addition to those listed in these Personal Data Processing Terms with regards to the nature, scope and method of Processing of Personal Data and DBAG shall comply with such instructions. To the extent that the instruction is required to comply with or foreseen under Processor Data Protection Legislation, it shall be free of charge. To the extent this is not the case, the implementation shall be subject to remuneration in accordance with Section 10. If DBAG cannot provide such compliance for whatsoever reasons, DBAG agrees to inform the PX(s) of its inability to comply within due time, in which case the relevant PXs are entitled to suspend the trans-

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fer of Personal Data to DBAG. Instructions of (a) PX(s) shall be made in written form. Competent representatives of the PXs may issue verbal instructions only in urgent cases, whereby verbal instructions shall immediately be confirmed by the PX(s) in written form. DBAG shall notify the relevant PX(s) in writing and within due time (i) if it believes that an instruction issued by (a) PX(s) violates mandatory law and (ii) – as the case may be – that therefore it will suspend execution of instruction until written (re)confirmation from such PX(s). In such case, DBAG may reasonably suspend the execution of the corresponding instruction until such instruction was confirmed or modified by such PX(s). If such PX(s) confirm the instruction, DBAG shall implement the instruction as requested but shall not be accountable for any consequences resulting out of the carrying out the instruction.

- (3) The PXs may suspend the transfer of Personal Data to DBAG and/or instruct DBAG to suspend the Processing in case DBAG fails to comply with the provisions of these Personal Data Processing Terms and/or Data Protection Legislation until the elimination of such deficiencies by DBAG.

- (4) Each PX shall inform DBAG of any changes, after the Effective Date, to its national Data Protection Legislation applicable to the respective PX occurring during the term of the Agreement to the exception of EU and EFTA wide Data Protection Legislation and provided such changes are relevant for the Services. The Parties shall then negotiate in good faith on the implementation of any such changes in the course of the change management procedure (**Exhibit 10 – PER 120 – Change Management**). In case the change is related to a PX from outside the EU or EFTA, implementation is subject to payment of remuneration as set forth in Section 10. In case the change regarding national Data Protection Legislation concerns a PX from inside the EU or EFTA, the implementation shall be free of charge to the extent that the implementation is required to follow Processor Data Protection Legislation. To the extent this is not the case, the implementation shall be subject to payment of remuneration in accordance with Section 10.

Nothing in this Section shall be understood as an obligation of the PXs to verify and inform DBAG of Personal Data Protection Legislation applicable on the Effective Date.

Section 3. Technical and Organizational Security Measures

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Section 4.Compliance

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Section 5. Notification Duties, Inspections

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ing or restitution. DBAG shall forward such requests without undue delay to the relevant PXs and support the PXs in handling such requests as appropriate. The PXs shall issue instructions to DBAG as to how to proceed with the request. The Parties agree that the provisions of Section 2(2) applies to such instructions.

- (2) DBAG shall not provide information on the Processed Personal Data to the Data Subject or third parties without the relevant PX(s)' prior written consent. DBAG may only correct, delete or block the Processed Personal Data on behalf of such PX(s) when instructed to do so by such PX(s). It will be required to do so without undue delay in case requested by the relevant PX(s). If and to the extent Personal Data cannot be erased due to statutory requirements, DBAG shall, in lieu of erasing the Personal Data, be obliged to restrict further Processing and/or use of Personal Data (hereafter "**Blocking**"). In case of a Blocking obligation, DBAG shall immediately and irrevocably erase the relevant Personal Data on the last day of the calendar year in which the retention term ends. The erase and/or Blocking shall be documented and confirmed by DBAG in writing (including by e-mail) upon request. DBAG shall undertake (e.g. technically) that the Personal Data can be erased and/or Blocked (for example by separating the Personal Data from further data of other customers of DBAG).

Section 8.Sub-processing Relationships

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Section 9.Changes

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Section 10. Remuneration

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Section 11. Liability

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Section 12. Return and Deletion of Personal Data

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Attachment 1
Details regarding the Processing Activities

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Attachment 2
Technical and Organizational Measures

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