

Designation of a representative pursuant to art. 27 GDPR

Sunrise Medical Ltd. Leckey and RGK Wheelchairs (Hereinafter: "Appointor") hereby designates

Sunrise Medical GmbH (Hereinafter: "Representative", and jointly with the Appointor, the "Parties")

as its Representative in the European Union, pursuant to art. 27 GDPR, subject to the following terms and conditions.

1. Subject matter of this agreement

The subject matter of this agreement consists of the appointment of the Representative pursuant to Article 27 of the GDPR, under the terms and conditions set out below.

2. Representative's obligations

(1) The Representative shall perform the tasks pursuant to Article 27 of the GDPR.

(2) In particular, the Representative shall:

- ensure a point of contact between the Appointor and a Supervisory Authority;
- facilitate the communication between data subjects and a Appointor;
- receive and transmit any communication from a Supervisory Authority or data subjects to the Appointor;
- notify the Appointor immediately, and in any case without undue delay, whenever an inquiry by a Supervisory Authority or a data subject is received and always maintain the Appointor updated about any further developments of such inquiries;
- after consultation with the Appointor, respond as instructed by the latter to any questions or inquiries from Supervisory Authorities or data subjects, including, but not limited to, the exercise of the rights pursuant to art. 12-23 GDPR;
- inform the Appointor immediately, and in any case without undue delay, whenever any Supervisory Authority has imposed or is likely to impose any sanction against the Appointor or the Representative, providing accurate and complete information thereto related;
- maintain records of processing activities according to art. 30 GDPR and make it available to the supervisory authority, upon request.

3. Duty to cooperate

(1) The Representative shall ensure compliance with the provisions of data protection legislation, in accordance with the Appointor's compliance processes and policies.

(2) The Representative shall fully cooperate with the competent Supervisory Authorities with regards to any action taken to ensure compliance with the law.

4. Position of the Representative

In compliance with Article 27 of the GDPR, while exercising their tasks, the Representative shall:



- work under the direct instructions and on the behalf of the Appointor, strictly within the limits of the present mandate;
- keep themselves updated and informed on the GDPR regulations;
- take all steps necessary to know and understand how the data is being processed;
- keep the contact details required for the communication with the data subjects and Supervisory Authorities correct and up-to-date at all times.

5. Obligations of the Appointor

The Appointor shall:

- strictly comply with all the rules set out in the applicable data protection law and in the GDPR;
- provide the data subjects with accurate and updated information as to the identification of the Representative in the Union, as stated in Articles 13(1)a and 14(1)a of the GDPR;
- make available to the Representative accurate and updated information to fulfil their obligations as provided under this Agreement;

6. Term, termination

(1) This agreement is closed without limit of time and can be terminated ordinarily with a 3 month prior notice.

(2) The right to terminate the agreement without notice for any serious breach of law, contract or trust shall stay unaffected.

(3) This agreement will be terminated upon change or end of employment of either the Appointor or the Representative.

7. Indemnification

(1) Each party to this agreement commits to indemnify and hold the other party harmless for any third-party claims arising from, or connected to, their own culpable infringement of this agreement, including any culpable infringement committed by their legal representatives, subcontractors, employees or any other agents.

(2) Paragraph 5 of Article 27 of the GDPR shall stay unaffected.

8. Independence

The parties acknowledge and agree that nothing in this designation contract shall create or be interpreted as to create an employment or employment-like relationship between them.

9. Confidentiality

(1) In the course of performing their duties under this agreement, the Parties may obtain confidential information, which includes the terms of this agreement. Confidential information does not include:

- information that was already in the public domain at the time it was communicated or otherwise entered the public domain after communication to either Party through no fault of the recipient;
- information that was already known to the recipient at the time of communication;
- information that was disclosed in no breach of the present provisions.

(2) The Parties agree to hold such information confidential and take all the precautionary measures to ensure that such information will stay confidential, both during and after the termination of the agreement.



(3) The Parties further agree to not use or disclose such confidential information other than for the purposes of fulfilling their contractual obligations and exercise their rights under this agreement.

(4) The above does not apply in case confidential information must be disclosed pursuant to the order of a court or whenever otherwise required by the applicable law.

10. Closing provisions

(1) Any changes or amendments to this contract must be done in writing, including the waiver of this requirement.

(2) This contract is regulated by the laws of the state where the Appointor is based. EU data protection provisions shall always apply and prevail.

(3) Should any provision of this contract be or become invalid or unenforceable, the remaining provisions shall stay unaffected. The invalid or unenforceable provision shall be replaced by the valid and enforceable one coming closest to the parties' intent.

(4) Exclusive venue of jurisdiction for any claims arising from or in connection with this contract shall be Sunrise Medical GmbH.

Sunrise Medical Ltd 21 July 2021 Location, Date	Sunrise Medical GmbH, 28.07.21, Malsch Location, Date
 Signature Appointor	ppa.  Signature Representative