

## Data Processing Agreement according to Art. 28 GDPR ("DPA")

This DPA is **Appendix 1** to the Agreement between the Parties dating **01.05.2021** (the "Main Agreement"), where the **Client** (dealerdesk GmbH) shall be the Controller and the **Contractor** (360dialog GmbH) shall be the Processor, and becomes effective the day both, the Main Agreement and this DPA, are properly signed by all parties.

Terms used and defined in the GDPR shall have the same meaning in this DPA.

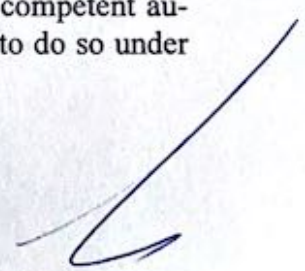
### 1 Details of the Processing

- 1.1 Controller may submit Personal Data to the Processor, or the Processor may have access to Personal Data of the Controller while the parties execute the Main Agreement. Details as to the Categories of data being processed and the data subjects are described in → **Appendix DPA1**.
- 1.2 Personal Data will be Processed for purposes of the Main Agreement, as further instructed by Controller.
- 1.3 Personal Data will be processed for the duration of the Main Agreement.

### 2 Controller Responsibility

Within the scope of the Main Agreement, Controller shall be solely responsible for complying with the statutory requirements relating to data protection and privacy, in particular regarding the disclosure and transfer of Personal Data to the Processor and the Processing of Personal Data.

### 3 Obligations of Processor

- 3.1 Processor shall process Personal Data only within the scope of Controller's Instructions. If the Processor believes that an Instruction of the Controller infringes the Data Protection Law, it shall immediately inform the Controller without delay.
  - 3.2 Processor shall take the appropriate technical and organizational measures to adequately protect Personal Data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data according to Art. 32 GDPR, described under → **Appendix DPA2**.
  - 3.3 Processor shall ensure that any personnel whom Processor authorizes to process Personal Data on its behalf is subject to confidentiality obligations with respect to that Personal Data. The undertaking to confidentiality shall continue after the termination of this DPA.
  - 3.4 Processor will notify the Controller without undue delay after it becomes aware of any Personal Data Breach. At the Controller's request, Processor will promptly provide the Controller with all reasonable assistance necessary to enable the Controller to notify relevant Personal Data Breaches to competent authorities and/or affected Data Subjects, if Controller is required to do so under the Data Protection Law.
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- 3.5 Other than to the extent required to comply with applicable law, following termination or expiration of the DPA, Processor will delete or return all Personal Data (including copies thereof) processed pursuant to this DPA. If Processor is unable to delete Personal Data for technical or other reasons, Processor will apply measures to ensure that Personal Data is blocked from any further Processing.
- 3.6 Processor will enable Controller to fulfill the rights of the data subject as stipulated in Chapter III of the GDPR (information, rectification and erasure, data portability, right to object, as well as automated decision-making in individual cases) within the statutory deadlines at any time and provides the Controller with all the information necessary.
- 3.7 Processor supports Controller in complying with the obligations set out in Articles 32 to 36 GDPR (data security measures, reporting data breaches to the supervisory authority, notification of the data subjects affected by a data breach, data protection impact assessment, prior consultation).

#### **4 Audits**

- 4.1 Processor shall, in accordance with Data Protection Laws and in response to a reasonable written request by Controller, make available to Controller such information in Processor's possession or control related to Processor's compliance with the obligations under Data Protection Law in relation to its Processing of Personal Data.
- 4.2 Controller may, upon written request and at least 30 days' notice to Processor, during regular business hours and without interrupting Processor's business operations, conduct an inspection of Processor's business operations or have the same conducted by a qualified third party auditor subject to Processor's approval, which shall not be unreasonably withheld.
- 4.3 Processor shall, upon Controller's written request and on at least 30 days' notice to the Processor, provide Controller with all information necessary for such audit, to the extent that such information is within Processor's control and Processor is not precluded from disclosing it by applicable law, a duty of confidentiality, or any other obligation owed to a third party.

#### **5 Place of data processing**

All data processing by Processor shall take place within the EU / EEA only.

#### **6 Sub-Processors**

- 6.1 Controller acknowledges and agrees to the engagement of sub-Processors.
- 6.2 Where Processor engages sub-Processors, Processor will enter into a contract with the sub-Processor that imposes on the sub-Processor the same obligations that apply to Processor under this DPA. Where the sub-Processor fails to fulfill its data protection obligations, Processor will remain liable to the Controller for the performance of such sub-Processors obligations.





6.3

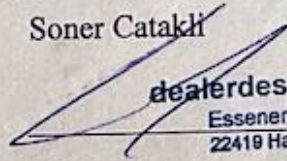
Where a sub-Processor is engaged, the Controller must be granted the right to monitor and inspect the sub-Processor's activities in accordance with this DPA and the Data Protection Law, including to obtain information from the Processor, upon written request, on the substance of the contract and the implementation of the data protection obligations under the sub-Processing contract, where necessary by inspecting the relevant contract documents.

Date: 21.06.2021.

Place: Hamburg

Name: Soner Catakh

Signature:

  
**dealerdesk GmbH**  
Essener Str. 4  
22419 Hamburg

Controller

Processor



### Appendix DPA1

Categories of data being processed	Data Subject(s)
MSISDN	End Users
Username	End Users

**dealerdesk GmbH**  
Essener Str. 4  
22419 Hamburg

