

Agreement on the processing of personal data

within the meaning of Article 28 para. 3 of the EU-Regulation 2016/679 (GDPR)

between

Company

Enozzle Ltd

Name

Sebastian Gudek

Street, house number

F007, Llandudno Town Hall, Lloyd Street

postcode, city

LL30 2UP, LLandudno

- person responsible within the meaning of Art. 4 no. 7 GDPR -
- hereinafter referred to also as „Controller“ -

and
Compleo Charging Software GmbH
Oberste-Wilms-Straße 15a
44309 Dortmund
Germany

- processor within the meaning of Article 4 no. 8 GDPR -
- hereinafter referred to also as „Processor“ -
- collectively referred to below as „parties“ -

1. Subject and Duration of Data processing

- 1.1 Details of the subject matter and the duration of the processing are defined in each case by the USER-AGREEMENT ENTERPRISE (hereinafter referred to as the Main Agreement). This contract is legally dependent and shares the legal fate of the Main Agreement; a termination of the Main Agreement automatically causes a termination of this Agreement. The parties are aware that no (further) data processing may be carried out without the existence of a valid data processing contract. An isolated orderly termination of this Agreement is excluded.
- 1.2 Subject matter
See appendix 1
- 1.3 Duration
See appendix 1

2. Specification of the Data Processing

- 2.1 Type of Processing
Within the scope of the order, personal data are processed by the contractor within the meaning of Art. 4 No. 2 DSGVO. 2 In detail/essentially, this involves the collection, recording, storage, adaptation or alteration, reading out, querying, use, processing, processing of personal data, storage, adaptation or modification, reading out, querying, use, dissemination or another form of provision, comparison or linking, deletion.
- 2.2 Purpose of Data Processing
See appendix 1
- 2.3 Place of Processing
The provision of the contractually agreed data processing shall in principle only take place in a member state of the Euro- pean Union (EU) or in another contracting state of the Agreement on the European Economic Area (EEA). Any relocation to a third country shall require a documented instruction of the client and may only take place if the special requirements of Art. 44 et seq. GDPR are fulfilled.
- 2.4 Type of Data
See appendix 1
- 2.5 Categories of Data Subjects
See appendix 1

3. Technical and Organizational Measures

- 3.1 The Processor must document the implementation of the Technical and Organizational Measures set out prior to the award of the contract and prior to the start of processing, in particular with regard to the specific execution of the processor, and hand them over to the Controller for review. In case of acceptance by the Controller, the documented measures become the basis of the contract. If the inspection or an audit of the Processor proves a need for adjustment, it shall be implemented in accordance with this Agreement.
- 3.2 The Processor shall establish the security in accordance with Art. 28 para. 3 (lit. c and lit. e) and Art. 32 GDPR, in particular in conjunction with Art. 5 paras. 1 and 2 GDPR. The actions to be taken are data security measures and measures that guarantee a protection level appropriate to the risk concerning confidentiality, integrity, availability and resilience of the systems and services. Thereby, the state of the art, the implementation costs and the nature, scope and purpose of the processing as well as the different probability and severity of the risk for the rights and freedoms of natural persons within the meaning of Art. 32 para. 1 GDPR must be taken into account. (Details in Appendix 2).
- 3.3 The Technical and Organizational Measures are subject to technical progress and further development. In that regard, the Processor is allowed to implement alternative and adequate measures. In doing so, the security level of the specified measures must not be reduced. Substantial changes are to be documented.

4. Quality Assurance and other Obligations of the Processor pursuant to Art. 28 para. 3 sentence 1 GDPR

- 4.1 In addition to complying with the provisions of this Agreement, the Processor has his own statutory obligations of a contractor; in particular, he ensures compliance with the following requirements:
 1. To the extent required by law, the Processor appoints a competent and reliable person as data protection officer, who carries out his activity in accordance with Art. 39, 38 GDPR. The contact details of the designated data protection officer are listed in Appendix 2 for the purpose of direct contact. If the Processor is not obliged to appoint a data protection officer, he appoints a contact person for data protection matters, whose contact details are communicated to the Controller for the purpose of direct contact. All changes in the person of the data protection officer or the contact person must be reported to the Controller without delay.
 2. In accordance with Art. 28 para. 3 sentence 2 lit. b GDPR the Processor shall procure that the persons authorized to process the personal data have committed themselves to confidentiality or are subject to an appropriate statutory secrecy obligation and have been previously familiarized with the data protection

regulations relevant to them.

3. The Processor and any person subordinate to the Processor who has access to personal data may process this data exclusively in accordance with the instructions (Art. 29, 32 para. 4 GDPR) of the Controller, including the powers granted in this Agreement unless they are required by law to process.
4. The Processor guarantees the implementation and compliance with all Technical and Organizational Measures required for this Agreement in accordance with Art. 28 para. 3 sentence 2 lit. c, Art. 32 GDPR (details in Appendix 1).
5. The Controller and the Processor (and their representative if necessary) work together with the supervisory authority on request to fulfill their duties (Art. 31 GDPR).
6. The Processor undertakes to inform the Controller without undue delay of any supervisory acts and measures which are pertinent to the processing insofar as they relate to this Agreement. This also applies if a competent authority investigates the processing of personal data by the Processor in the context of an administrative offense or criminal proceedings.
7. Insofar as the Controller himself is subject to inspection by the supervisory authority, an administrative offense or criminal procedure, the liability claim of a data subject or a third party or any other claim in connection with the processing by the Processor, the Processor shall use his best efforts to support the Controller.
8. The Processor shall regularly review his internal processes and Technical and Organizational Measures to ensure that the processing within his area of responsibility complies with the requirements of applicable data protection law and that the protection of the data subject's rights is ensured.
9. The Processor guarantees the verifiability of the Technical and Organizational Measures taken towards the Controller within the scope of his control powers pursuant to § 6 of this Agreement.

5. Conditions for Subcontracting pursuant to Art. 28 para. 3 sentence 2 lit. d GDPR in conjunction with Art. 28 paras. 2 and 4 GDPR

- 5.1 Subcontracting means services directly related to the provision of the main service. Not as subcontracting, however, such services are to be regarded as those which the Processor claims from third parties as a mere ancillary service in order to carry out the business activity. These include, for example, cleaning services, pure telecommunication services without specific reference to services rendered by the Processor to the Controller, postal and courier services, transport services or security services. However,

the Processor is obliged to ensure, even with ancillary services provided by third parties, that reasonable precautions and technical and organizational measures have been taken to ensure the protection of personal data. The maintenance and servicing of IT systems or applications constitutes a subcontracting agreement subject to approval and data processing within the meaning of Art. 28 GDPR, if the maintenance and testing concerns systems that are also used in connection with the provision of services for the Controller and in the maintenance of personal data that can be accessed on behalf of the Controller.

- 5.2 In accordance with the provisions of Art. 28 para. 1 sentence 1 GDPR, the Processor will not use any other processor (subcontractor, sub-subcontractor) without prior separate or general written authorization by the Controller whereby all subcontracting provisions shall accordingly apply both to the subcontractor and to any subsequent (sub-) subcontractor subsequently used.
- 5.3 The Controller hereby agrees to the commission of following subcontractors:
See appendix 1
- 5.4 The Controller hereby authorizes in general terms the use of additional processors (subcontractors) by the Processor, whereby the further outsourcing by the subcontractor to sub-subcontractors requires the Controller's separate written or textual approval. The Processor will inform the Controller of any intended changes in relation to the removal or replacement of other processors. In each individual case, the Controller has the right to object in writing or in text form to the procurement of a potential further processor. An Objection may only be raised by the Controller for important reasons to be proven to the Processor. If the Controller does not object within 14 days after receipt of the notification, he shall have forfeited his right of objection to the corresponding assignment. If the Controller refuses consent for other than important reasons, the Processor may terminate this Agreement as well as, if applicable, the Main Agreement at the time of the intended use of the subcontractor.
- 5.5 The transfer of personal data of the Controller to the subcontractor and its initial action shall only be permitted upon presentation of all conditions for subcontracting. In particular, it is the Processor's responsibility to transfer his data protection obligations under this contract to the other processor in accordance with Art. 28 para. 4 sentence 1 GDPR.
- 5.6 If the subcontractor provides the agreed service outside the EU / EEA, the Processor shall ensure that the compliance with data protection law is fulfilled through appropriate measures. The same applies if service providers within the meaning of para. 1 sentence 2 are to be used.

6. Control Rights of the Controller in accordance with. Art. 28 para. 3 sentence 2 lit. h GDPR

- 6.1 The Controller has the right to carry out inspections in consultation with the Processor or to have them carried out by auditors to be appointed in individual cases who are not allowed to compete with the Processor. He has the right to verify the compliance of the Processor with this Agreement in his business through sampling checks, which are usually timely to be announced in advance.
- 6.2 The Processor shall ensure that the Controller can satisfy himself of the compliance with the obligations of the Processor in accordance with Art. 28 GDPR. The Processor undertakes to provide the Controller with the necessary information upon request and in particular to prove the implementation of the Technical and Organizational Measures.

7. Support and Notification Obligations of the Processor pursuant to Art. 28 para. 3 sentence 2 lit. e and f GDPR

- 7.1 The Controller is responsible for safeguarding the rights of the data subjects. In this context, the Processor is nonetheless obligated, depending on the type of processing, to support the Controller – to the extent possible - with suitable technical and organizational measures to fulfill the Controller's obligations with regard to the rights of the data subjects referred to in Chapter III of the GDPR, that is to say, when responding to data subjects' inquiries concerning the Controller's information obligations to the persons concerned, their right of access, their right of rectification, erasure, restriction of processing, data portability and related communication obligations of the Controller, the right to object to automated decisions, including profiling, if the data subject asserts any such rights. If the data subject complains at the Processor in order to assert a right, the latter forwards the inquiries to the Controller without delay.
- 7.2 The Processor shall also assist the Controller, taking into account the nature of the processing of the contract and the information available to the Processor, in compliance with the obligations set out in Articles 32 to 36 of the GDPR, i.e. in the performance of the Controller's legal obligations on data security, reporting of data breaches to supervisory authorities and the persons concerned, to carry out data protection impact assessments, and to prior consultation of the competent authority, if required by the data protection impact assessment. The Contractor shall immediately report any breaches of the protection of personal data to the Client in such a way that the Client can fulfill its legal obligations, in particular pursuant to Art. 33, 34 of the GDPR. He shall prepare documentation of the entire process, which he shall make available to the Client for further measures. The Processor and the Controller cooperate in response to inquiries from the relevant supervisory authorities in the performance of their duties.

8. Authority of the Controller

- 8.1 The Processor shall process personal data only in accordance with the agreements made and following the instructions of the Controller, unless he is obliged to process otherwise by the law of the Union or of the Member States to which the Processor is subject (Art. 28 para. 3 sentence 3 lit. a, Art. 29 GDPR). In the event of such an obligation, the Processor shall inform the Controller of these legal requirements prior to processing, unless the law prohibits such notification on grounds of a prevailing public interest.
- 8.2 The Processor warrants that the processing will be carried out in accordance with the instructions of the Controller. If the Processor is of the opinion that an instruction of the Controller violates this Agreement or applicable data protection law, he must inform the Controller immediately. Following a corresponding notification to the Controller, the Processor is entitled to suspend the execution of the instruction until the Controller confirms or changes the instruction. The parties agree that the sole responsibility for the processing according to instructions lies with the Controller.
- 8.3 The Controller's instructions are always in written or text form. If necessary, the Processor can also give verbal instructions (remotely). Remote verbally issued instructions are to be confirmed by the Controller immediately in written or text form.

9. Erasure and Return of Personal Data pursuant to Art. 28 para. 3 sentence 2 lit. g GDPR

- 9.1 Copies or duplicates of the data are not made without the knowledge of the Controller. Excluded from this are backup copies, to the extent necessary to ensure proper data processing, as well as data copies required with regard to compliance with statutory retention requirements.
- 9.2 After the conclusion of the contractually agreed work or sooner upon request by the Controller - at the latest upon termination of the Main Agreement - the Processor has all documents, processing and utilization results as well as data, which are related to the contractual relationship to hand over to the Controller or to destroy it after prior consent in accordance with data protection law. The same applies to test and reject materials. The log of the deletion must be submitted on request.
- 9.3 Documentations serving as proof of orderly and proper data processing shall be kept by the Processor according to the respective retention periods beyond the end of this Agreement. He may hand them over to the Controller for his discharge at the end of this Agreement.

10. Miscellaneous

- 10.1 Both parties are obligated to treat confidentially all knowledge of trade secrets and data security measures of the respective other party obtained in the contractual relationship as well as for the time after the termination of this Agreement. If there is any doubt as to whether any information is subject to the obligation of secrecy, it shall be treated as confidential pending the written approval of the other party.
- 10.2 If the Processor's property is endangered by measures taken by third parties (such as seizure or confiscation), insolvency or settlement proceedings or other events, the Processor must immediately inform the Controller.
- 10.3 For additional agreements the written form is required. This equally applies to the lack of this formal requirement.
- 10.4 The objection of the right of retention, irrespective of the legal grounds, shall be excluded with regard to the data processed in context with this Agreement and with regard to relevant data carriers.
- 10.5 Should individual provisions of this Agreement be wholly or partially invalid or unenforceable or become ineffective or unenforceable as a result of changes in the legislation after conclusion of the Agreement, its remaining provisions and the validity of the Agreement as a whole shall remain unaffected thereby. The invalid or unenforceable provision shall be replaced by an effective and enforceable provision which comes as close as possible to the purpose of the invalid provision. If the Agreement should prove to be incomplete, such provisions shall be deemed to have been agreed which correspond to the purpose of the Agreement and would have been agreed upon in the case of consideration.
- 10.6 The Agreement is exclusively subject to the laws of the Federal Republic of Germany to the exclusion of its international laws of conflict.
- 10.7 The exclusive place of jurisdiction for all disputes arising from or in connection with this Agreement is the registered office of the Processor.