DATA PROCESSING AGREEMENT

Version 2026-11 · Stand: 05.11.2026

between

_____, _____ (hereinafter **"Partner"**)
[Entity Name] [Address]

and

GoKarla GmbH, Schiffbauerdamm 5, 10117 Berlin (hereinafter **"Processor"**)

(Partner and Processor together also referred to as the **"Parties"** and each also referred to as a **"Party"**)

1. General provisions

1.1 Partner is a controller according to the General Data Protection Regulation (**"GDPR"**). Processor is the processor according to the GDPR.

1.2 Processor processes personal data on behalf of Partner for providing Partner's customers access to Processor's branded tracking experience, including but not limited to e-mails, websites or end user applications (collectively the **"Solution"**) to engage with according to Art. 4 (2) and Art. 28 of the GDPR solely based on this Data Processing Agreement (**"DPA"**) in the context of the contract agreed between the Partner and Processor separately. The provision of the Solution is the subject matter of the processing

1.3 This DPA applies from the date on which Partner accepts the Order Form or other main agreement referring to this DPA and remains in force for the term of the main agreement and thereafter until Processor has deleted or returned the personal data in accordance with Section 9.

2. Nature and purpose of the processing, type of personal data and categories of data subjects

2.1 Within the scope of this DPA, Processor will process names of customers, their contact details and details on their specific orders on behalf of Partner.

2.2 The purpose of the processing is to filter which of Partner's customers are also customers of Processor to transfer their information pursuant to Section 2.1 to the Solution. Any information of Partner's customers that are not identified as Processor's customers is being deleted within seven (7) days, as long as such customer does not become Processor's customer during such stipulated retention period. For the sake of clarification, customer's

use of the Solution is not part of the DPA.

2.3 Regarding the processing under this DPA, the data subjects are customers of Partner.

2.4 Processor may process personal data processed under this DPA in anonymised or aggregated form, so that neither data subjects nor Partner can be identified, for the purposes of improving and developing the Solution, for statistical analyses and for benchmarking. Anonymised or aggregated data is not personal data and is not subject to this DPA.

3. Partner's rights and obligations; instructions

3.1 It is within the sole responsibility of Partner to assess the legitimacy of the processing. If not set out differently in a Main Agreement this includes the handling of data subjects' rights requests. Processor shall forward immediately to Partner any such request discernibly addressed to Partner.

3.2 Any orders, partial orders and instructions given by Partner in general shall be in writing or in a documented electronic form. Oral instructions shall be confirmed immediately in writing or in a documented electronic form.

3.3 Changes of the subject-matter of the processing or of procedures shall be coordinated between Partner and Processor and established in writing or in a documented electronic form.

3.4 Processor ensures that Partner or a third party instructed by Partner can verify the implementation and adequacy of the technical and organizational measures by Processor before and during the processing (including onsite inspections).

3.5 The Parties shall agree on inspection dates at Processor's premises. Appointments shall be made promptly upon Partner's request and during usual business and operating hours, taking into account Processor's business interests.

3.6 Partner shall immediately inform Processor if errors or irregularities are detected throughout the examination.

3.7 Partner shall pay for any costs reasonably incurred by an on-site inspection according to sections 3.4 or 3.5.

4. Processor's obligations

4.1 Processor processes personal data solely within the scope of this DPA and on instructions

of Partner, unless required to do so by European Union or member state law to which Processor is subject. In such a case, Processor shall inform Partner of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest.

4.2 Processor implements appropriate technical and organizational measures for the described processing of personal data (Art. 32 of the GDPR).

4.3 Processor shall contribute to and support Partner to the best of its ability when it comes to fulfilling the rights of data subjects according to Art. 12 to 22 of the GDPR by Partner, to the creation of records of processing activities (Art. 30 of the GDPR) and to a necessary data protection impact assessment (Art. 35 of the GDPR). Processor shall immediately forward the required information to the Partner. Partner shall pay for any costs reasonably incurred by making use of Processor's obligation to contribute to and support Partner according to this section 4.3.

4.4 Processor shall immediately bring to Partner's attention if, in Processor's opinion, a direction issued by Partner violates statutory provisions.

4.5 Processor shall correct, delete or restrict the processing of personal data upon Partner's instruction, unless statutory provisions or legitimate interests of Processor require not to do so. Processor only shall be entitled to provide information concerning personal data under this DPA to third parties or the data subject upon Partner's prior instruction or consent.

4.6 Processor confirms to be aware of the applicable data protection provisions of the GDPR. Processor agrees to be bound by confidentiality with regard to processing Partner's personal data under this DPA during and after the contractual relationship between the Parties.

4.7 Processor shall ensure that each person having access to Partner's personal data is bound to data secrecy and informs them of all relevant data protection obligations according to this DPA as well as the obligation to act on Partner's instructions.

5. Processor's notification obligations

5.1 Processor shall immediately inform Partner if, in its opinion, an instruction infringes the GDPR or other European Union or member state data protection provisions.

5.2 Processor shall provide adequate support to Partner regarding Partner's obligations according to Art. 33 and 34 of the GDPR.

5.3 Processor shall notify Partner without undue delay, and in any event within 48 hours after becoming aware of it, of any personal data breach affecting Partner's personal data. To the extent available, the notification shall describe the nature of the breach, the categories and approximate number of data subjects and data records concerned, the likely consequences and the measures taken or proposed to address the breach.

5.4 Partner shall pay for any costs reasonably incurred by making use of Processor's obligation to support Partner according to section 5.2.

6. Sub-processors

6.1 Processor generally may use sub-processors.

6.2 Processor shall inform Partner immediately upon the assignment of a new sub-processor. Partner may object to this specific sub-processor within 14 days as of the notification.

6.3 Processor shall contractually ensure that the Processor's obligations agreed on in this DPA also apply to all approved sub-processors.

6.4 Processor shall remain liable to Partner for its subcontractors' obligations.

6.5 Partner agrees to the sub-processors listed in the Privacy Policy (https://www.gokarla.io/privacy-policy) at the time of the signature. Processor will add any new sub-processor to the Privacy Policy to inform the Partner according to Section 6.2.

7. Transfer of personal data to third countries

7.1 The processing of personal data shall take place in principle in the territory of a member state of the European Union or in another state party to the Agreement on the European Economic Area. Transfers of personal data to a third country are only permitted if the requirements of Art. 44 et seq. of the GDPR are met, in particular on the basis of an adequacy decision of the European Commission (including the EU-U.S. Data Privacy Framework) or of the EU standard contractual clauses.

7.2 If personal data is transferred to a third country by Processor, Processor shall ensure that the requirements of Artt. 44 et seq. of the GDPR are met.

8. Technical and organizational measures according to Art. 32 of the GDPR

8.1 A level of protection adequate to the risk to the rights and freedoms of the data subjects shall be ensured with regard to the processing under this DPA.

8.2 Processor shall implement appropriate technical and organizational measures according to Art. 32 of the GDPR.

8.3 The technical and organizational measures are evolving and subject to technological progress. Processor may then also implement alternative, adequate measures. The safety level of the defined measures cannot be undercut. Material changes must be notified to Partner in advance and must be documented.

9. Obligations of Processor after termination of the processing.

9.1 After the termination of the processing under this DPA, Processor shall, at Partner's choice, hand over, delete in accordance with data protection regulations, or have deleted accordingly, all data, documents and processing or usage results in connection with the processing being in its possession.

9.2 Partner shall pay for any costs reasonably incurred by the destruction of personal data in a GDPR-compliant way.

10. Liability

10.1 Processor shall be liable for the damage caused by processing only where Processor has not complied with obligations of the GDPR specifically directed to Processor or where Processor has acted outside or contrary to lawful instructions of Partner.

10.2 Processor shall be exempt from liability under this Section if Processor proves that Processor is not in any way responsible for the event giving rise to the damage.

11. Final provisions

If this DPA contradicts other agreements concluded between the Parties, the provisions of this DPA shall take precedence.

For GoKarla GmbH	**For Partner**
Berlin, _____	_____, _____
.....	.....
Philippe Padrock	Name: _____
Managing Director (Geschäftsführer)	Position: _____
GoKarla GmbH	Entity: _____