

DATA PROCESSING AGREEMENT WELL MADE VENTURES GMBH FOR PROCESSORS

THE UNDERSIGNED:

DATA CONTROLLER		PROCESSOR	
Company Name	Well Made Ventures GmbH	Company Name	
Registered Address	Rosenthaler Strasse 34/35 10178 Berlin Germany	Registered Address	
Company Registration No / Chamber of Commerce	HRB 195330B	Company Registration No / Chamber of Commerce	
Company Phone	+49 177 2606231	Company Phone	

Processor and Data Controller hereinafter referred to collectively as "Parties" and separately as "Parties";

IN CONSIDERATION OF:

- A. that Data Controller is a company active in the field of online marketing, media buying, customer acquisition and conversion management;
- B. that Processor provides certain services to Data Controller in order for Data Controller to meet its commercial obligations mentioned under A above;
- C. that Processor may, in connection with services referred to in Section A, have access to Personal Data and Processor might process this Personal Data;
- D. Data Controller as such might qualify as Data Controller within the meaning of Article 4 (7) of the AVG and Processor as such might qualify as Processor within the meaning of Article 4 (8) of the AVG;
- E. Whereas, in so far as the processing of the Personal Data qualifies as such within the meaning of Article 4 (8) of the AVG, the Parties wish to make arrangements for the Processing of Personal Data referred to in Section B above, in line with Article 28 (3) of the AVG;

HAVE AGREED AS FOLLOWS:

1. Definitions

This Data Processing Agreement means:

"Agreement"	the commercial agreement between Data Controller and Processor, upon request of either party to be attached as Annex I to this Data Processing Agreement, including Data Controller's general terms and conditions;
"AVG"	REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND THE COUNCIL of 27 April 2016 on the protection of natural persons in connection with the processing of personal data and on the free movement of those data and repealing Directive 95/46 / EC (General Data Protection Regulation);
"Data Breach"	a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, personal data transmitted, stored or otherwise processed;
"Data Processing Agreement"	this Agreement;
"EEA"	European Economic Area;
"Personal Data"	any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors

	specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;
"Processing"	any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction;
"Third parties"	legal entities or private persons who are used by any Processor in any Processing (including but not limited to any suppliers and group companies of Processor).

2. Relationship to the Agreement

This Data Processing Agreement is part of the Agreement. In the event of a contradiction between the provisions of this Data Processing Agreement and the Agreement regarding the processing of data, the provisions of this Data Processing Agreement shall prevail, provided that provisions in this Data Processing Agreement are deemed to be supplementary to the Agreement in so far as they contain any rule for any subject that is not settled in the Agreement.

3 Processing by Processor

- 3.1 The Processor hereby undertakes to process Personal Data at all times solely for the performance of the Agreement or this Data Processing Agreement, on behalf of Data Controller and subject to the terms of the Agreement and this Data Processing Agreement. Processor acknowledges and accepts the control of Personal Data remains with Controller and that it is in no case free to use the Personal Data for his or her own purposes and that he is obliged to follow the reasonable instructions of Data Controller with respect to the Processing (including instructions for the destruction of Personal Data).
- 3.2 Data Controller shall at all times control the Personal Data; Processor is therefore obliged to provide Data Controller access to the Personal Data Processing as soon as possible following a request thereto from Data Controller.
- 3.3 The Processor is obliged to ensure that each Processing complies with all applicable laws and regulations applicable to the Processing of Personal Data.
- 3.4 The Processor is obliged to, within 2 months of termination of the Agreement, transmit all such of the Personal Data processed by him, to the Data Controller or destroy such Personal Data, following at least one written request thereto. The Processor shall confirm in writing that all relevant Personal Data are carried over or destroyed. In the event the Processor is subjected to certain (other) more extended legal retention periods with regards to the Personal Data processed under this agreement, it shall inform Data Controller accordingly, and destruction shall take place taking these retention period(s) into account.
- 3.5 The foregoing article 3.4 applies to (transmitting or destroying) all Personal Data provided by Data Controller, including, at least - but not limited to - (copy of) physical documents and electronic storage on data carriers, computers or (cloud) servers).
- 3.6 Processor is obliged to provide Data Controller (or a designated representative), the opportunity to check the destruction of Personal Data by Processor.

4. Security

- 4.1 The Processor shall take all appropriate technical and organizational security measures to protect the Personal Data against destruction, loss or any form of unlawful processing (including unnecessary collection and further processing).
- 4.2 To prevent unauthorized persons from gaining access to data processing systems in which Personal Data are Processed (physical access control), Processor shall take measures to prevent physical access, such as security personnel and secured buildings.
- 4.3 To prevent data processing systems being used without authorization (system access control) the following may, among other controls, shall be applied: authentication via passwords, document authorization processes and/ or two factor authentication.
- 4.4 To ensure that persons entitled to use a data processing system only have access to the Personal Data to which they have privilege of access, and that Personal Data cannot be read, copied, modified or removed without authorization in the course of Processing Personal Data is accessible and manageable only by proper authorized staff, direct database query access is restricted and application access rights are established and enforced.

5. Audit

- 5.1 Data Controller has the right to (once) audit compliance with the terms of the Agreement and this Data Processing Agreement, at its own expense, by a certified and independent Register EDP Auditor ("RE") or any other auditor it considers appropriate, with due observance of a notice period of 2 weeks. At Data Controller's request, Processor shall provide assistance with the audit, free of charge,

5.2 The audit referred to in this article shall in any case be limited to the access to data from other Processors. Data Controller and Processor will configure the audit in such manner that it will not result in violation of any obligations Processor has regarding other Data Controllers.

6. Confidentiality

6.1 The Processor hereby undertakes not to disclose any Personal Data (or other sorts of data) relating to this Data Processing Agreement or any of Data Controller's activities to third parties without the prior written consent of Data Controller.

6.2 The provisions of Article 6.1 do not apply to the extent that the Personal Data or other information referred to therein:

- is already public otherwise than by violation of the provisions of article 6.1;
- is provided or disclosed for the purpose of the normal performance of the Agreement or this Data Processing Agreement;
- is provided or made public under the law (including tax regulations).

6.3 Without prejudice to Article 9.1 Processor is specifically required to:

- to inform all employees and all third parties of the confidential nature of the Personal Data;
- to ensure that all of its employees and all third parties in respect of Processor have the same confidentiality obligations as apply to Processors under this Data Processing Agreement.

7. Information and reporting obligation

7.1 If any Authority (including, but not limited to, the Personal Data Authority) requests the Processor to provide Personal Data, Processor is required to:

- Notify the Data Controller immediately of the receipt of the relevant request prior to the disclosure of the relevant Personal Data;
- Observe the reasonable instructions of Data Controller regarding providing of the Personal Data in question except in so far any legal provisions obstructs Processor from doing so.

7.2 Processor shall, with due regard to the nature of the processing, provide, by means of appropriate technical and organizational measures, the Controller, as far as possible, with assistance in fulfilling the duty to answer requests for the exercise of the rights of persons mentioned in Chapter III AVG.

If any party which (data) is involved in the Processing makes any claims, including - but not limited to - any single complaint and/ or a sole request for access to, correction, removal or transferability of Personal Data, Processor will:

- Notify the Data Controller without delay of the receipt of the relevant notices;
- to follow the reasonable instructions of the Data Controller in connection with the communication and settlement thereof strictly and carefully.

7.3 In the event of a Data Breach in the systems used by Processor is required to:

- Notify the Data Controller **immediately**, by describing the nature, extent and possible consequences thereof, specifying the (technical and organizational) measures that should be taken by Processor and Data Controller to restore the Personal Data protection and, as far as possible, limit the negative impact of the incident concerned;
- Enable Data Controller to (i) further investigate the Infringement and (ii) timely and completely comply with her legislative obligations in respect of the Infringement (including at least - but not limited to - its obligations to make notifications as referred to in Articles 33 and 34 of the AVG);
- Except in so far not having received other instructions from the Data Controller, immediately take all (technical and organizational) measures that may reasonably be required from him to restore the security of the Personal Data and, to the extent possible, the negative to remove the consequences of the infringement in question;
- Strictly and carefully implement the reasonable instructions from Data Controller in connection with the Infringement;
- Inform the Data Controller of any new developments related to the Infringement and all measures undertaken by the Processor itself.

7.4 The Processor acknowledges and accepts that the Data Controller has the duty to make notifications regarding any Data Breaches (including, in any case - but not exclusively - the notifications provided for in Articles 33 and 34 of the AVG).

7.5 The Processor guarantees that he has implemented appropriate protocols and procedures to ensure that he is able to fulfill his obligations under this Article 7; At the first request of Data Controller, Processor will provide a description of those protocols and procedures related to Data Controller.

8. Indemnity

Processor indemnifies Data Controller for all claims (including - but not limited to - any claims from any Authority such as, for example, the Personal Data Authority) in connection with any infringement and / or the processing of Personal Data, in so far as they are the consequence of non-timely or incomplete fulfillment of the Processor's obligations as defined in this Data Processing Agreement or the AVG.

9. Outsourcing activities

- 9.1 The Processor is not permitted to outsource (any part of) the Processing to any third party (including Third parties) without the prior written consent of Data Controller. If Data Controller grants approval for the outsourcing of (any part of) the Processing to one or more third parties, Processor is required to conclude an agreement with the third party (s) concerned, imposing the same obligations as those that Processor must comply with on the basis of this Data Processing Agreement.
- 9.2 Subcontracting from (any part of) Processing to one or more third parties does not in any way affect the Processor's responsibility to comply with the provisions of this Data Processing Agreement, nor to any liability of Processor for damage resulting from non-compliance with the provisions of this Data Processing Agreement.

10. Assistant subordinates and helpers

- 10.1 Processor is only allowed to provide Personal Data to those Employees and Third parties for whom disclosure of the Personal Data is required in performing work for the proper performance of the Agreement by the Processor. At the first request of Data Controller, Processor to Data Controller will provide an overview of the relevant employees and Third parties.
- 10.2 The obligations arising from Processing from this Data Processing Agreement shall apply equally to employees and Third parties who are aware of the Personal Data under the authority of Processor; The processor undertakes to ensure that all such employees and third parties accept the relevant obligations as their own obligations.

11. Processing in the European Union

The Processor is only allowed to process the Personal Data in the European Union. For Processing by Processor outside the European Union, prior written permission from Data Controller is required.

12. Final Provisions

- 12.1 Changes to this Data Processing Agreement are valid only when made in written form and signed by both Data Controller and Processor.
- 12.2 This Data Processing Agreement is governed by German law.
- 12.3 All disputes relating to, arising out of or relating to (the explanation or interpretation of) this Agreement may only be submitted to the court in Berlin.

Signed for and behalf of DATA CONTROLER	Signed for and behalf of PROCESSOR
Name: Timo Matthias	Name:
Company: Well Made Ventures GmbH	Company:
Title: Managing Director	Title:
Date:	Date: