

Data Processing Agreement pursuant to Article 28 (3) GDPR

CTO Balzuweit GmbH

(Processing of Personal Data on Behalf of the Controller)

Status: September 1, 2025

Between

Company XX GmbH & Co. KG

Musterweg 2

77788 Musterstadt

-hereinafter referred to as the "Client"-

and

CTO Balzuweit GmbH

Lautlinger Weg 3

70567 Stuttgart

- hereinafter referred to as the „Processor“-

- hereinafter collectively referred to as the "Contracting Parties" or "Parties"-

the following **Data Processing Agreement** is concluded:

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Preamble

The Parties have entered into an agreement for the provision of software, including customization, development, maintenance, hosting, and Software as a Service (hereinafter referred to as the “Master Agreement”). In connection with the performance of the Master Agreement, the Contractor may have access to and process personal data belonging to the Client and/or its subsidiaries, as well as personal data of the Client’s customers or suppliers. Therefore, the Parties hereby enter into the following **Data Processing Agreement** (hereinafter referred to as the “DPA”).

§ 1 General Provisions and Subject Matter of the Data Processing Agreement

- (1) The Contractor processes personal data on behalf of the Client within the meaning of Article 4(8) and Article 28 of Regulation (EU) 2016/679 – General Data Protection Regulation (GDPR). This Data Processing Agreement (DPA) governs the rights and obligations of the Parties in connection with the processing of personal data.
- (2) The subject matter of the processing, the nature and purpose of the processing, the types of personal data, and the categories of data subjects are specified in **Annex 1** to this Agreement.
- (3) Where the terms “data processing” or “processing” (of data) are used in this Agreement, they shall have the meaning assigned to “processing” as defined in Article 4(2) of the General Data Protection Regulation (GDPR).
- (4) In the event of any conflict between the provisions of this Data Processing Agreement (DPA) and the Master Agreement, the provisions of this DPA shall prevail.

§ 2 Responsibilities, Rights, and Obligations of the Client

- (1) The Client is the controller within the meaning of Article 4(7) of the General Data Protection Regulation (GDPR) with respect to the processing of data by the Contractor on its behalf. In accordance with Section 4(3), the Contractor shall have the right to notify the Client if, in the Contractor’s opinion, any data processing instructed by the Client is unlawful.
- (2) As the controller, the Client is responsible for ensuring the protection of data subjects’ rights. The Contractor shall promptly inform the Client if any data subject asserts their rights under data protection laws directly against the Contractor.
- (3) The Client shall have the right, at any time, to issue supplementary instructions regarding the nature, scope, or procedures of the data processing performed by the Contractor. Such instructions must be provided in written form (e.g., by email). The Client may designate authorized persons for issuing such instructions. Any authorized persons shall be listed in **Annex 1**. If there are any changes to the designated authorized persons, the Client shall notify the Contractor in written form.

- (4) Provisions governing any compensation for additional efforts incurred by the Contractor as a result of supplementary instructions issued by the Client remain unaffected.
- (5) The Client shall promptly and fully inform the Contractor if, during its review of the Contractor's deliverables, it identifies any errors or irregularities relating to data protection requirements or to the Client's instructions.
- (6) The Client shall, upon request, provide the Contractor with the information specified in Article 30(2) of the General Data Protection Regulation (GDPR), insofar as such information is not already available to the Contractor.
- (7) If the Contractor is obligated to provide information to, or otherwise cooperate with, any governmental authority regarding the processing of the Client's data, the Client shall, upon the Contractor's first request, assist the Contractor in fulfilling such information or cooperation obligations.
- (8) In the event of a change or long-term absence of the Client's designated contact person, the Contractor shall be notified without undue delay, at least in written form, of the successor or representative. If any instruction amends, revokes, or supplements the provisions set forth in **Annex 1** of this Data Processing Agreement, such instruction shall only be valid once a corresponding new provision has been established.
- (9) The Client shall be entitled, prior to the commencement of data processing and thereafter on a regular basis, to verify the implementation of the Contractor's technical and organizational measures (see Section 3). The Client shall provide prior notice of such audits in a timely manner and may appoint an independent third party bound by professional or statutory confidentiality obligations to perform the audit in accordance with Section 8. Any third party authorized to conduct such audits shall not be in a competitive relationship with the Contractor.
- (10) If any notification obligation to third parties arises under Articles 33 or 34 of the GDPR or any other statutory reporting obligation applicable to the Client, the Client shall bear sole responsibility for compliance with such obligations.

§ 3 General Obligations of the Contractor

- (1) The Contractor shall process personal data solely within the scope of the agreements made and/or in compliance with any supplementary documented instructions provided by the Client. Exceptions apply only where statutory provisions require the Contractor to engage in different processing activities. In such instances, the Contractor shall inform the Client of the applicable legal requirements prior to processing, unless the relevant law prohibits such notification on grounds of important public interest. The nature, purpose, and scope of data processing shall otherwise be governed exclusively by this Data Processing Agreement (DPA) or the Client's instructions. Any processing of personal data that deviates from these terms is prohibited, unless the Client has provided its consent in written form.

- (2) The Contractor shall perform the processing of personal data on behalf of the Client within the Member States of the European Union (EU) and the European Economic Area (EEA). The Contractor may also carry out processing activities outside the EU or EEA if subcontractors located in third countries are engaged in compliance with the requirements set out in Section 9, and provided that the conditions of Articles 44–48 GDPR are met, or an exception under Article 49 GDPR applies.
- (3) The Contractor shall promptly inform the Client if, in its opinion, an instruction issued by the Client violates applicable laws. The Contractor is entitled to suspend the execution of such instruction until it is confirmed or modified by the Client. If the Contractor can demonstrate that processing according to the Client's instruction could result in the Contractor incurring liability under Article 82 GDPR, the Contractor reserves the right to suspend further processing until the parties have resolved the issue of liability.
- (4) The Contractor may designate the person(s) authorized to receive instructions from the Client. Any such authorized persons shall be listed in **Annex 1**. In the event of any change in the designated instruction recipients on the Contractor's side, the Contractor shall inform the Client in written form.

§ 4 Data Protection Officer of the Contractor

- (1) The Contractor confirms the appointment of a Data Protection Officer (DPO) as required under Article 37 of the General Data Protection Regulation (GDPR). The Contractor shall separately provide the Client with the name and contact details of its DPO in writing. Any change of the DPO shall be communicated to the Client without undue delay.
- (2) The Contractor shall ensure that the Data Protection Officer possesses the necessary qualifications and expertise to fulfill the duties mandated under the GDPR, including expert knowledge of data protection law and practices, and sufficient professional experience to effectively oversee compliance with applicable data protection regulations.

§ 5 Notification Obligations of the Contractor

- (1) The Contractor is obligated to promptly inform the Client of any violation of data protection laws or any breach of the contractual agreements and/or instructions given by the Client, which occurs in the course of processing personal data by the Contractor or any other persons engaged in the processing. The same obligation applies to any breach of the protection of personal data processed by the Contractor on behalf of the Client.
- (2) The Contractor shall promptly inform the Client if a supervisory authority acting under Article 58 of the General Data Protection Regulation (GDPR) initiates any proceedings against the Contractor which may also relate to processing performed for the Client.
- (3) The Contractor acknowledges that the Client may have notification obligations under Articles 33 and 34 GDPR, which require a report to the supervisory authority within 72 hours of becoming aware of a breach. The Contractor agrees to assist the Client in fulfilling these notification obligations. The Contractor shall notify the Client without undue delay upon

becoming aware of any unauthorized access to personal data processed on the Client's behalf. Such notification must include, at a minimum:

- a. A description of the nature of the personal data breach, including, where possible, the approximate number of data subjects affected, the categories of data involved, and the approximate number of personal data records impacted;
- b. A description of the measures taken or proposed by the Contractor to remedy the breach and, where appropriate, measures to mitigate its possible adverse effects.

§ 6 Cooperation Obligations of the Contractor

- (1) The Contractor shall assist the Client in fulfilling its obligations to respond to requests from data subjects exercising their rights as set forth in Articles 12 through 23 of the General Data Protection Regulation (GDPR). The provisions of Section 11 of this Data Processing Agreement shall apply accordingly.
- (2) The Contractor shall cooperate with the Client in the preparation of records of processing activities maintained by the Client. The Contractor shall provide the Client with any necessary information in an appropriate manner to enable accurate record-keeping.
- (3) Taking into account the nature of the processing and the information available to the Contractor, the Contractor shall assist the Client in complying with its obligations under Articles 32 through 36 of the GDPR, including but not limited to security of processing, breach notification, data protection impact assessments, and consultation with supervisory authorities where required.

§ 7 Regulation of Mobile Workstations

- (1) The Contractor may permit its employees assigned to process personal data on behalf of the Client to perform data processing at mobile workstations outside the Contractor's business premises.
- (2) Regarding maintenance and support times agreed in service contracts between the Parties (e.g., 24/7 availability), the Client agrees that Contractor employees may provide the necessary services from their private residences. The Contractor shall ensure that compliance with the contractually agreed technical and organizational measures set forth in Section 14 and **Annex 3** is maintained when mobile workstations are used, particularly when such work is performed at employees' private residences. Any deviations from individual contractually agreed technical and organizational measures must be agreed in advance with the Client and approved by the Client in writing.
- (3) The Contractor shall ensure that, when processing personal data at mobile workstations, storage locations are configured to exclude local data storage on IT systems. If local storage is unavoidable, the Contractor shall ensure that such storage is encrypted and that no other persons present at the mobile workstation location have access to the data.

- (4) The Contractor shall ensure that the Client can effectively monitor the processing of personal data performed at mobile workstations on its behalf.
- (5) Should subcontractors also deploy employees at mobile workstations, the provisions of paragraphs 1 through 4 shall apply accordingly.

§ 8 Rights of Control

- (1) The Client shall have the right to verify compliance by the Contractor with applicable data protection laws, the contractual provisions agreed between the Parties, and the Client's instructions to the extent necessary.
- (2) The Contractor shall provide the Client with all information reasonably required to conduct such verification in a timely manner.
- (3) The Client may, upon prior notice given at least 14 calendar days in advance, conduct an audit as described in paragraph (1) at the Contractor's premises during normal business hours. The Client shall ensure that the audit is conducted only to the extent necessary so as not to unduly disrupt the Contractor's business operations. The Parties anticipate that such audits will generally be required no more than once per calendar year. Any additional audits must be justified by the Client with a stated reason. In the event of on-site audits, the Client shall reimburse the Contractor for reasonable costs incurred, including personnel expenses related to supporting and accompanying the auditors. The basis for cost calculation shall be communicated by the Contractor to the Client prior to the audit.
- (4) The Contractor may withhold information it reasonably considers sensitive in relation to its business operations or if disclosure would contravene applicable laws or contractual obligations. The Client shall not be entitled to access data or information relating to other customers of the Contractor, information concerning costs, quality control and contract management reports, or any other confidential data of the Contractor that is not directly relevant to the audit's agreed objectives.
- (5) At the Contractor's discretion, compliance with the required technical and organizational measures (as listed in **Annex 3**) may be demonstrated by providing the Client with an appropriate, current certification or attestation issued by independent auditors or experts (e.g., auditors, data protection officers, IT security departments, data protection auditors, or quality auditors), provided that such reports sufficiently enable the Client to ascertain compliance. If the Client reasonably questions the suitability of such documentation, an on-site audit shall be permitted. The Client acknowledges that on-site audits of data centers may be impracticable or only possible in exceptional cases.
- (6) The Contractor shall comply with requests for information and permit on-site inspections by supervisory authorities under Article 58 GDPR in cases relating to the Client's data processing. The Contractor shall inform the Client in advance of such supervisory authority measures.

- (7) The Parties agree that audits concerning the processing of personal data at mobile workstations shall primarily focus on verifying the implementation of the measures the Contractor is obligated to maintain under Section 7 paragraphs 2 and 3. Where justified, the Client shall also be permitted to inspect the mobile workstation of the Contractor's employees.

§ 9 Subprocessing Relationships

- (1) A subprocessing relationship exists especially if the Contractor engages additional subcontractors, in whole or in part, to perform services covered by this Agreement. Services performed by third parties that constitute ancillary support to the Contractor, such as cleaning services, pure telecommunications services without a direct link to services rendered to the Client, postal and courier services, transportation, and security services, are not considered subprocessing relationships under this provision. Nevertheless, the Contractor remains responsible for ensuring that reasonable safeguards and appropriate technical and organizational measures are implemented by such third parties to protect personal data. Maintenance and support of IT systems or applications constitute a subprocessing relationship requiring Client approval under Article 28 GDPR if the maintenance involves systems used in connection with services provided to the Client and allows access to personal data processed on behalf of the Client.
- (2) The Contractor is authorized to engage the subprocessors listed in **Annex 2** to this Agreement for the processing of data on behalf of the Client. Changes to existing subprocessors or the engagement of additional subprocessors are permitted under the conditions set forth in paragraph (3).
- (3) The Contractor shall carefully select and vet subprocessors before engagement to ensure compliance with the agreements between the Client and the Contractor. The Contractor shall monitor regularly throughout the term of this Agreement that subprocessors have implemented the technical and organizational measures required by Article 32 GDPR to protect personal data. The Contractor shall notify the Client in writing of any planned change or addition of subprocessors at least four weeks in advance ("Notification"). The Client shall have the right to object to such changes or additions by giving reasons within three weeks of receiving the "Notification" in writing. The Client may withdraw any objection in writing at any time. In the event of an objection, the Contractor may terminate the Agreement with the Client by giving at least 14 calendar days' notice to the end of a calendar month. The Contractor shall reasonably consider the Client's interests when determining the notice period. If the Client does not object within three weeks of receiving the "Notification," the Client's consent shall be deemed granted.
- (4) The Contractor is obliged to obtain confirmation from each subcontractor that the subcontractor has appointed a Data Protection Officer (DPO) pursuant to Article 37 of the General Data Protection Regulation (GDPR), if the subcontractor is legally required to do so.

- (5) The Contractor shall ensure that the provisions of this Agreement, including any supplementary instructions from the Client, apply equally to the subcontractors.
- (6) The Contractor shall enter into a Data Processing Agreement with each subcontractor that complies with the requirements of Article 28 GDPR. Furthermore, the Contractor shall impose on the subcontractor the same obligations regarding the protection of personal data as those agreed between the Client and the Contractor. Upon request, the Contractor shall provide the Client with a copy of the Data Processing Agreement with the subcontractor.
- (7) The Contractor shall ensure via contractual arrangements that the control rights granted to the Client under Section 8 of this Agreement and the rights of supervisory authorities also apply to subcontractors, including the right to conduct audits and on-site inspections, which the subcontractor must tolerate.

§ 10 Confidentiality Obligation

- (1) The Contractor is obliged to maintain the confidentiality of personal data that it receives or becomes aware of in connection with processing on behalf of the Client.
- (2) The Contractor shall ensure that its employees are familiarized with the applicable data protection provisions relevant to them and are bound by confidentiality obligations.
- (3) The Contractor shall provide evidence of its employees' confidentiality obligations to the Client upon request.

§ 11 Protection of Data Subject Rights

- (1) The Client bears sole responsibility for upholding the rights of data subjects. The Contractor is obligated to assist the Client in fulfilling its duty to process requests from data subjects pursuant to Articles 12 through 23 of the General Data Protection Regulation (GDPR). In particular, the Contractor shall ensure that any necessary information is promptly provided to the Client so that the Client can comply with its obligations under Article 12(3) GDPR.
- (2) To the extent the Contractor's cooperation is necessary for the Client to uphold data subject rights—including but not limited to requests for access, rectification, restriction, or erasure—the Contractor shall take all required actions according to the Client's instructions. The Contractor shall support the Client, to the best of its abilities, by implementing appropriate technical and organizational measures that facilitate the Client's responsiveness to data subject requests.
- (3) Provisions concerning any remuneration for additional efforts incurred by the Contractor in connection with supporting the Client in exercising data subject rights remain unaffected.

§ 12 Confidentiality Obligations

- (1) Both Parties commit to treating all information obtained in connection with the execution of this Data Processing Agreement as confidential indefinitely and to using such information

solely for the purpose of fulfilling this Agreement. Neither Party is entitled to use this information, in whole or in part, for any other purpose or to disclose it to third parties.

- (2) The foregoing obligation does not apply to information that one Party can demonstrate was received from third parties without confidentiality obligations, information that is publicly known, or information that must be disclosed due to legal requirements or official orders.

§ 13 Compensation

Any provisions relating to compensation for services shall be separately agreed upon between the Parties.

§ 14 Technical and Organizational Measures for Data Security

- (1) The Contractor shall define the technical and organizational measures to be maintained within its company during the performance of the contract in accordance with Article 32 of the General Data Protection Regulation (GDPR) and the requirements of this Section 14. Upon the Client's request, the Contractor shall demonstrate the implementation and compliance with these security measures. Such proof may be provided by
 - a. Compliance with approved codes of conduct pursuant to Article 40 GDPR;
 - b. Certification under an approved certification mechanism pursuant to Article 42 GDPR;
 - c. Current attestations, reports, or excerpts thereof from independent bodies (e.g., auditors, internal audit, data protection officer, IT security department, data protection auditors, quality auditors); or
 - d. Appropriate certification through an IT security or data protection audit.
- (2) The then-current state of the technical and organizational measures as of the conclusion of this Agreement is attached as **Annex 3** to this Data Processing Agreement. The Parties agree that adjustments to these measures may be necessary to adapt to technical developments and legal requirements. The Contractor shall coordinate any material changes that could affect the integrity, confidentiality, or availability of personal data with the Client in advance. Measures involving only minor technical or organizational changes, which do not negatively impact the integrity, confidentiality, or availability of personal data, may be implemented by the Contractor without prior consultation with the Client. The Client may request an up-to-date version of the technical and organizational measures implemented by the Contractor once per year or upon justified request.

§ 15 Duration of the Data Processing Agreement

- (1) This Data Processing Agreement shall commence upon signature and shall remain in effect for the duration of the main agreement between the Parties concerning the Client's use of the Contractor's services.

- (2) The Client may terminate this Data Processing Agreement at any time without notice if a material breach by the Contractor of applicable data protection laws or of obligations under this Agreement occurs, if the Contractor is unable or unwilling to comply with a Client instruction, or if the Contractor unjustifiably denies the Client or relevant supervisory authority access as required under this Agreement.

§ 16 Legal Consequences of Termination of the Data Processing Agreement

- (1) Upon termination of the Agreement, the Contractor shall, at the choice of the Client, return all documents, data, and processing or usage results obtained in connection with the performance of the main agreement and this Data Processing Agreement or shall delete them. The deletion shall be appropriately documented.
- (2) The Contractor may retain personal data processed in connection with the main agreement and this Data Processing Agreement beyond the termination of this Agreement if the Contractor is subject to a legal retention obligation. In such cases, the data may only be processed for the purpose of fulfilling the applicable legal retention requirements. Upon expiration of the retention period, the personal data shall be deleted without undue delay.

§ 17 Right of Retention

The Parties agree that the Contractor's right of retention pursuant to Section 273 of the German Civil Code (BGB) is excluded with respect to the personal data processed and the associated data carriers.

§ 18 Liability

- (1) Liability of the Contractor under this Data Processing Agreement shall be governed by the exclusions and limitations of liability set forth in the main agreement. To the extent that third parties assert claims against the Contractor arising from a culpable breach by the Client of this Agreement or of its obligations as the data controller under data protection law, the Client shall indemnify and hold the Contractor harmless upon first demand.
- (2) The Client undertakes to indemnify the Contractor upon first demand for any fines imposed on the Contractor to the extent that the Client bears responsibility for the violation subject to the fine.

§ 19 Final Provisions

- (1) Any side agreements must be in writing. The conclusion, amendments, and additions to this Data Processing Agreement (DPA) require written form to be effective. This written form requirement may itself only be waived in writing. Written form within the meaning of this DPA need not be observed if text form is stipulated in the contract. Written form for the purposes of this DPA may be satisfied not only by compliance with the written form under Section 126 of the German Civil Code (BGB) but also by transmission of a physically or digitally signed document as a PDF (by email or postal mail) or through the use of digital signature software provided by the Contractor (e.g., DocuSign or Adobe Sign). The validity of individual agreements, regardless of form, remains unaffected by this provision.

- (2) This Agreement is governed by the laws of the Federal Republic of Germany. The exclusive place of jurisdiction shall be Stuttgart, Germany. However, the Contractor is entitled to bring proceedings before the court competent for the Client.
- (3) Should ownership of the Client's property be jeopardized by measures of third parties (e.g., seizure or confiscation), insolvency proceedings, or other events while in the possession of the Contractor, the Contractor shall immediately notify the Client. The Contractor shall promptly inform creditors that the data involved constitute personal data processed on behalf of the Client.
- (4) Should any provision of this DPA be wholly or partially invalid or unenforceable, the validity of the remaining provisions shall not be affected. The same applies in case of any gaps in this Agreement, especially if the Parties have overlooked any matter requiring regulation. The Parties undertake to agree on an appropriate provision to replace the ineffective or unenforceable clause or to fill such gaps, which, to the extent legally possible, reflects the intended purpose of the original provision or the presumed will of the Parties had they considered the matter.

(5) The following annexes form part of this Data Processing Agreement:

- » Annex 1: Subject Matter of the Data Processing Order
- » Annex 2: Subprocessors
- » Annex 3: Technical and Organizational Measures of the Contractor

_____, dated _____
Place Date

_____, dated _____
Place Date

CTO Balzuweit GmbH
-as Contractor-

Company XX GmbH & Co. KG
-as Client-

Annex 1 – Subject Matter and Purpose of the Data Processing Order

1. Subject Matter and Purpose of Processing

To fulfill the obligations of the data processor under the main agreement, personal data from the sphere of influence of the data controller shall be processed by the data processor within the meaning of Article 4(2) of the General Data Protection Regulation (GDPR). This includes, in particular, the collection, storage, modification, retrieval, querying, usage, disclosure, comparison, linking, and deletion of personal data, as far as necessary in each case. The purpose of the processing shall depend on the specific order described in the respective main agreement.

2. Category(s) of Personal Data

The following categories of data are regularly subject to processing:

The categories of personal data processed depend on the use of the services of the data processor by the data controller. Possible categories of data that may be processed include, but are not limited to:

- » Master data (e.g., names, addresses, dates of birth)
- » Contact data (e.g., email addresses, telephone numbers, messenger services)
- » Content data (e.g., text inputs, photographs, videos, contents of documents/files)
- » Contract data (e.g., contract subject matter, durations, customer classifications)
- » Payment data (e.g., bank details, payment history, use of other payment service providers)
- » Usage data (e.g., activity on our web services, use of specific content, access times)
- » Connection data (e.g., device information, IP addresses, location data)

3. Categories of Data Subjects

The categories of data subjects affected by the processing depend on the use of the services provided by the data processor to the data controller. Possible categories of data subjects include (former) employees, trainees and interns, applicants, freelance workers, shareholders, corporate bodies, relatives of employees, customers, prospects, suppliers, service providers, tenants, business partners, external consultants, visitors, and members of the press.

Annex 2 – Subprocessors

The Contractor engages third parties to perform services for the processing of personal data on behalf of the Client who process personal data on behalf of the Contractor (“Subprocessors”).

These include the following companies:

Subprocessors	Zweck / Informationen
Microsoft Ireland Operations Limited One Microsoft Place South County Business Park Leopardstown Dublin 18, D18 P521 Irland	Infrastructure, platform, and software services, IaaS/PaaS/SaaS Data processing by Microsoft takes place exclusively within the Azure region Germany West Central (Frankfurt). Data protection terms: https://aka.ms/DPA
Google Cloud EMEA Limited 70 Sir John Rogerson's Quay Dublin 2, Irland	Google Cloud Vision OCR Service Data processing by Google is conducted exclusively within the European Union. Data protection terms: https://cloud.google.com/terms/data-processing-addendum
MongoDB Ireland Limited 70 Sir John Rogerson's Quay Dublin 2, Irland	Operation of MongoDB Atlas (Database Hosting) Data processing by MongoDB takes place exclusively within the Azure region Germany West Central (Frankfurt). Data protection terms: https://www.mongodb.com/legal/dpa
Amazon Web Services EMEA SARL 38 Avenue John F. Kennedy L-1855, Luxemburg	Infrastructure services, in particular Amazon Simple Email Service (SES) for email delivery. Data processing by Amazon takes place exclusively within the European Union. Data protection terms: https://d1.awsstatic.com/legal/aws-gdpr/AWS_GDPR_DPA.pdf
RunPod Inc. 548 Market St PMB 80200 San Francisco California 94104-5401, USA	Provision of cloud infrastructure services for processing and extraction of document contents using AI models. Data processing by RunPod takes place exclusively within the European Union. Data transmission is conducted over encrypted connections (SSL/TLS); data processing is performed in isolation within a

	dedicated container environment using proprietary AI models. Due to RunPod Inc.'s location in the United States, potential access by U.S. authorities under U.S. law (e.g., the CLOUD Act) is mitigated by additional technical and organizational measures and the execution of the Standard Contractual Clauses (SCCs). Data protection information:: https://www.runpod.io/compliance#faqs https://docs.runpod.io/references/faq
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For infrastructure and platform services, the subprocessors exclusively utilize data centers located within the European Union, typically within Germany. These subprocessors are certified according to recognized standards (e.g., DIN ISO/IEC 27001).

Accordingly, the processing on behalf of the client is fundamentally conducted within the EU, generally within Germany.