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Data processing agreement (DPA) pursuant to Article 28(3) GDPR

This agreement supplements the contract dated April 21, 2026 (hereinafter referred to as the "main contract") and will

between

Customer (hereinafter referred to as "Controller")

and

IDENTsmart GmbH (hereinafter referred to as "Data Processor")

Bergfeldstraße 9,
83607 Holzkirchen
Germany

(both parties jointly hereinafter referred to as "Contracting Parties")

closed.

By concluding this agreement, the contracting parties enter into a data processing relationship. This agreement uses the relevant definitions of terms from the GDPR (General Data Protection Regulation - Regulation (EU) 2016/679). Therefore, whenever the term "data" is used in this agreement, it refers to "personal data" as defined by the GDPR. In the event of any conflict between this agreement and the main contract regarding the processing of personal data, this agreement shall prevail over the main contract.

§ 1: Subject matter and duration of the contract

1.1: This contract applies to all processing of personal data arising from the main contract between the contracting parties, provided that the processor processes this personal data on behalf of the controller.

1.2: The data processing agreement enters into force upon signature by both parties. It is ancillary to the main contract and remains in effect for the duration of the data protection-relevant services provided under the main contract. If the main contract is completely terminated, this agreement also automatically expires. In this case, no separate notice of termination is required.

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1.3: This contract and thus the entire data processing relationship can be terminated by either party at any time without notice if the other party seriously violates this agreement or the relevant data protection law.

Such a serious breach occurs, for example, if the data processor fails to comply with the obligations arising from this agreement and from Article 28 of the GDPR. Furthermore, the controller may terminate the agreement without notice if the data processor fails to follow an instruction from the controller, if the data processor denies the controller's contractually stipulated rights of inspection, or if the data processor fails to implement mandatory or agreed-upon security measures.

Section 2: Type and purpose of processing

2.1: The personal data provided by the controller is processed by the processor solely for the purpose of fulfilling its contractual obligations under the main contract. Processing is therefore based on the main contract, this agreement, or in accordance with instructions from the controller. The processor is prohibited from processing personal data for its own or third-party purposes or from disclosing personal data to third parties without prior written instructions from the controller. Duplication or copying of personal data by the processor is only permitted to the extent that it has been authorized in advance by the controller or is absolutely necessary to ensure proper data processing (copying for backup purposes) or to comply with legal obligations (e.g., statutory retention requirements).

2.2: The specific types of processing (Art. 4 No. 2 GDPR) and purposes of the processing by the data processor can be found in the main contract.

Section 3: Types of personal data, categories of data subjects

The types of personal data processed by the data processor and the categories of data subjects are set out in Annex 1. Annex 1 forms part of this agreement.

§ 4: Rights and obligations of the controller

4.1: The controller alone is responsible for deciding on the means and purposes of processing the personal data provided by him.

4.2: The controller undertakes to comply with EU and national data protection regulations as well as this agreement. In particular, they are responsible for assessing the lawfulness of the processing of personal data (Art. 6 GDPR) and for ensuring that the rights of data subjects are respected in accordance with Art. 12–22 GDPR. At the same time, the decision on how to respond to a data subject's request regarding their data subject rights rests solely with the controller, and all related communication will be conducted exclusively by the controller.

4.3: The controller is entitled to issue instructions and orders to the processor regarding the type and scope of the processing of personal data.

These orders and instructions must generally be issued by the responsible person in a documented and written or electronic manner. If instructions are given verbally, they must be confirmed in writing or in a documented electronic format.

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In this contract, an instruction is defined as an order given to the data processor regarding the handling of personal data.

4.4: Data carriers or data records that the controller provides to the processor remain the property of the controller. The controller is entitled at any time to order the processor to delete, correct, disclose, amend, or restrict the processing of the data.

4.5: The controller shall immediately notify the processor of any errors or irregularities that he notices in the results of the processing.

4.6: The controller is obliged to notify the processor immediately if there is a change of data protection officer.

§ 5: Obligations of the data processor

5.1: The processor shall process personal data only on the basis of the documented instructions of the controller, unless the processor is obliged to do so by Union or Member State law. In such a case, the processor shall communicate these legal requirements to the controller before processing, unless the relevant law prohibits such notification on grounds of important public interest.

5.2: The data processor is obliged to delete, rectify, disclose, adapt or restrict personal data if ordered to do so by the controller.

5.3: The data processor shall ensure that persons authorized to process personal data are bound by confidentiality obligations or are subject to an appropriate statutory duty of confidentiality.

5.4: The data processor undertakes to implement all technical and organizational measures (TOMs) within the meaning of Article 32 GDPR that are necessary for the security of the processing of personal data. The TOMs implemented by the data processor are described in more detail in Annex 2. Annex 2 forms part of this agreement.

5.5: The controller agrees to the use of the additional processors listed in Annex 3 (hereinafter referred to as "sub-processors"). These listed sub-processors are necessary for the performance of the main contract. The processor will not engage any additional processors without prior separate or general written authorization. In the event of general written authorization, the processor is obligated to inform the controller of any intended changes regarding the addition or replacement of other sub-processors. The controller then has the opportunity to object to the change within a reasonable timeframe.

5.6: A contractual agreement is concluded with any commissioned sub-processors by the data processor, guaranteeing at least the same level of data protection as this contract between the controller and the data processor. All legal and contractual requirements are taken into account, in particular the technical and organizational measures pursuant to Article 32 GDPR.

5.7: If a sub-processor violates its data protection obligations, the data controller is liable to the controller for the sub-processor's compliance with its obligations.

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In the event of a breach of data protection obligations by the sub-processor, the controller may instruct the processor to terminate the employment of the sub-processor in whole or in part.

5.8: The data processor shall, where possible, support the controller in fulfilling the data subject's rights under Chapter III of the GDPR within the statutory time limits. To this end, the data processor shall implement technical and organizational measures. If a request is mistakenly submitted to the data processor and it is evident that it should have been submitted to the controller, the data processor shall forward the request to the controller without undue delay and notify the controller accordingly.

5.9: Taking into account the nature of the processing, the processor assists the controller in complying with the obligations set out in Articles 32 to 36 of the GDPR (data security measures, notification of personal data breaches to the supervisory authority, notification of the data subject affected by a personal data breach, data protection impact assessment, prior consultation with the supervisory authority).

5.10: The processor undertakes, after providing the processing services or before, upon order of the controller, at the latest upon termination of the main contract, to either delete or return all personal data at the controller's discretion and to delete any existing copies.

The data processor is entitled to retain documentation, taking into account the relevant retention periods, to prove the data agreement is in accordance with the contract and in compliance with regulations, even after the termination of the contractual relationship.

5.11: The data processor agrees that the controller, either directly or through third parties, may conduct audits and inspections regarding the data processor's compliance with data protection and data security regulations. The data processor will provide all necessary information and cooperate fully in this process. The controller must generally schedule an appointment for these audits and inspections. The controller may only exercise its rights of inspection to a reasonable and necessary extent.

5.12: The data processor shall inform the controller immediately if there are serious disruptions to operations, if the processor believes that an instruction violates statutory data protection regulations, if there are violations by employees or sub-processors, or if irregularities arise in the processing of the controller's data. The data processor may suspend the execution of instructions that violate statutory data protection regulations until they have been confirmed or amended by the controller.

§ 6: Confidentiality

The contracting parties undertake to treat all knowledge of internal company secrets or data protection security measures of the other contracting party as confidential and not to disclose them to third parties. This obligation shall continue to apply even after termination of the contract.

§ 7: Written form required for amendments

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Any amendments or additions to this agreement must be in writing to be effective. This also applies to amendments to this written form clause.

§ 8: Liability

Any liability privileges stipulated in the main contract do not apply to this agreement. Each party is solely and fully liable internally for any adverse consequences arising from breaches of data protection obligations within its own contractually and legally defined sphere of responsibility. In this context, both the data controller and the data processor undertake to fully indemnify and hold harmless the other party against any claims by third parties.

This includes, in particular, official fines imposed on one contracting party as a result of conduct attributable to the other contracting party.

§ 9: Choice of law and jurisdiction

This agreement is governed by German law and relevant EU law, in particular the GDPR. The exclusive place of jurisdiction is the registered office of the data processor.

§ 10: Severability Clause

Should individual provisions of this contract be unenforceable or invalid, the validity of the remaining provisions shall not be affected.

October 19, 2026, Holzkirchen
Date, Location

Signature

Robert Schneider, **CEO**
First name, last name, function

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Appendix 1: Data Processing Specifications

Explanations of terms related to data categories

	Description of the data category
User accounts	Login details, passwords, username
Personal Identification data	Name, title, (private and professional) address, previous addresses, (private, professional) telephone number, identification numbers assigned by the person responsible for processing.
No personal data Data	
Payment details	Height, date...
Financial transactions	Amounts owed and paid by the person concerned, credit granted, guarantees, payment methods, overview of payments, deposits and other guarantees.
Financial identification data	Bank identification and bank account number, credit and debit card numbers, secret codes.
presence and discipline	Overview of attendance, reasons for absence, disciplinary measures. Vacation, time off in lieu, sick leave.
Professional Activities	Type of activities, goods or services used or supplied by the data subject, business contacts.

Area: 01 Time Recording

processing	01.01 Account creation, login and login management
Purpose of processing	Account creation, login, and user login management are all handled via Auth0.
Data category	• User accounts • Personal identification data
group of people	• Users of the system
Recipient	• Auth0, LLC

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processing	01.02 Hosting
Purpose of processing	Both the frontend and the backend are stored on Google Cloud. The servers are located exclusively in Europe. Backups are also performed there. Stored in Google Cloud.
Data category	• No personal data
group of people	• Users of the system
Recipient	• Google Cloud EMEA Limited

processing	01.03 Payment processing
Purpose of processing	For payment processing, it is possible to use a credit card. Deposit the funds. Payments will then be processed via a payment service provider. completed.
Data category	• Payment details • Financial transactions • Financial identification data
group of people	• customer
Recipient	• Stripe, LLC

processing	01.04 Sending of invitation links and reports
Purpose of processing: The processing is carried out for the establishment, verification and management of	User access within a digital time tracking software. (This section appears to be a fragment and is omitted.) When a client company adds a new employee to its network, it receives the The person in question receives an email with an invitation link, which leads to a The authentication service is redirected, a password is assigned, and their Access can be activated. The login information will then be used for... Secure authentication and platform usage are ensured. Furthermore, Customer companies can create analyses and reports and

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	Have the data exported in batches. The completed reports are automatically sent as email attachments to the respective user's registered email address. transmitted to the client company.
Data category	• Personal identification data
group of people	• Users of the system
Recipient	• twilio sendgrid

processing	01.05 Time tracking
Purpose of processing	As part of the time tracking process, employees must first go through Users will be created in the system. The following information is mandatory: of the first and last name, as well as the RFID token number. Information about Address, email address, telephone number, date of birth and employee number are optional. Time and attendance records are processed and stored. Overtime, sick leave, and vacation requests and times.
Data category	• Attendance and discipline • Personal identification data • Professional Activities
group of people	• Users of the system
Recipient	-

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Appendix 2: Subcontractors (other data processors)

Designation	country	Transfer to third country
Auth0, LLC	USA	Third country
Google Cloud EMEA Limited	Ireland	EU
Stripe, LLC	USA	Third country
twilio sendgrid	Ireland	EU