

# Data Processing Agreement

Between the

Client

as the client

— hereinafter referred to as the “Client” —

and

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as the Contractor

- hereinafter referred to as the Contractor -

## 1 Introduction, Scope, Definitions

- (1) This contract governs the rights and obligations of the Client and the Contractor (hereinafter referred to as the “Parties”) in connection with the processing of personal data on behalf of the Client.
- (2) Terms used in this contract are to be understood in accordance with their definitions in the EU General Data Protection Regulation. In this sense, the Client is the “Data Controller,” and the Contractor is the “Data Processor.” Where statements are required to be made “in writing” in the following, this refers to the written form as defined in Section 126 of the German Civil Code (BGB). In all other respects, declarations may also be made in other forms, provided that adequate traceability is ensured.

## 2 Subject Matter and Duration of Processing

### 2.1 Subject Matter

The subject matter of this agreement is the rights and obligations of the parties in connection with the provision of services pursuant to the order, the service description, and the General Terms and Conditions (hereinafter referred to as the “Main Agreement”), to the extent that the Contractor processes personal data as a data processor on behalf of the Client in accordance with Article 28 of the GDPR. This includes all activities that the Contractor performs to fulfill the Order and that constitute order processing. This also applies if the Order does not expressly refer to this Agreement on Order Processing.

If the Client uses a client-owned custom domain or its own SMTP server to communicate with its end customers, the Client is and remains solely responsible for the personal data processed through these channels. In this context, the Contractor processes exclusively those personal data that remain on its own infrastructure; for data sent via the external SMTP service provided by the Client, the Contractor is neither the controller nor the processor.

### 2.2 Duration

Processing begins on the start date agreed upon in the order and continues for an indefinite period until this contract or the main contract is terminated by either party.

## 3 Nature, Purpose, and Data Subjects of the Data Processing:

### 3.1 Nature and Purpose of Processing

The Contractor provides the services to the Client in accordance with the main contract. In addition, the Contractor provides maintenance and support services to the Client, which entails the possibility of accessing the types of personal data listed below that are processed using the software or stored on the provided storage space.

### 3.2 Type of data

The following data is processed:

- The type of data processed is determined by the Client through the configuration and use of the services. The data to be processed may include, among other things, first and last name, email address, IP address, address, event data, billing data, and profile settings.
  - The data to be processed may also include the following, provided the Client uses the SEPA module:
  - Bank account details of the client’s end customers (account holder name, IBAN, BIC),
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- SEPA mandate references, mandate texts, and their versioned snapshots,
- evidence preservation data for online mandate issuance (mandator's IP address, user agent, timestamp, language, displayed mandate text).

### 3.3 Categories of data subjects

The following are affected by the processing:

- The categories of data subjects are determined by the client through the configuration and use of the services. Data subjects may include the client's customers, the client's prospects, and the client's employees.

## 4 Obligations of the Contractor

- (1) The Contractor shall process personal data exclusively as contractually agreed, unless the Contractor is legally obligated to process such data in a specific manner. If such obligations apply to the Contractor, the Contractor shall notify the Client thereof prior to processing, unless such notification is prohibited by law.
- (2) The Contractor confirms that it is familiar with the relevant general data protection regulations. It shall observe the principles of proper data processing.
- (3) The Contractor undertakes to strictly maintain confidentiality during processing.
- (4) Persons who may gain knowledge of the data processed under this contract must undertake in writing to maintain confidentiality, unless they are already subject to a relevant legal duty of confidentiality.
- (5) The Contractor warrants that the persons employed by it for processing have been familiarized with the relevant data protection provisions and this Agreement prior to the commencement of processing. Corresponding training and awareness-raising measures must be repeated at appropriate intervals. The Contractor shall ensure that persons employed for order processing are continuously and appropriately instructed and monitored with regard to compliance with data protection requirements.
- (6) In connection with the commissioned processing, the Contractor shall assist the Client, to the extent necessary, in fulfilling its data protection obligations, in particular in the creation and updating of the record of processing activities, in the performance of the data protection impact assessment, and in any necessary consultation with the supervisory authority. The necessary information and documentation must be retained and provided to the Client upon request. The Contractor is entitled to demand reasonable compensation from the Client for these services.
- (7) If the Client is subject to an audit by supervisory authorities or other bodies, or if data subjects assert rights against the Client, the Contractor undertakes to support the Client to the extent necessary, insofar as the processing on behalf of the Client is concerned. The Contractor is entitled to demand reasonable compensation from the Client for these services.
- (8) The Contractor may only provide information to third parties or the data subject with the Client's prior consent. The Contractor shall immediately forward any inquiries addressed directly to it to the Client.
- (9) To the extent required by law, the Contractor shall appoint a competent and reliable person as a data protection officer. The contact details of the data protection officer are published on the Contractor's website.

## 5 Security of Processing

- (1) The Contractor shall implement appropriate technical and organizational measures within its area of responsibility to ensure that processing is carried out in accordance with the requirements of the GDPR and to guarantee the protection of the rights and freedoms of the data subject. The Client shall take appropriate technical and organizational measures within its area of responsibility in accordance with Article 32 of the GDPR to ensure the confidentiality, integrity, availability, and resilience of the systems and services related to the processing on an ongoing basis.
- (2) The Contractor's current technical and organizational measures can be found in Appendix 1. These are technical descriptions that are to be considered part of this agreement.
- (3) The data security measures may be adapted in line with technical and organizational developments, provided that the level of protection agreed upon herein is not compromised.

## 6 Provisions Regarding the Correction, Deletion, and Blocking of Data

- (1) The Contractor shall only rectify, erase, or block data processed within the scope of the contract in accordance with the contractual agreement or upon instruction from the Client.
- (2) If a data subject contacts the Contractor directly in the exercise of their data protection rights, the Contractor shall forward this request to the Client without delay.

## 7 Subcontracting

- (1) The Client grants the Contractor general authorization to engage additional subcontractors within the meaning of Article 28 of the GDPR for the performance of the contract.
- (2) The subcontractors currently used are listed in Annex 2. The Client authorizes the use of these listed subcontractors. Outsourcing to additional subcontractors as well as any change to the existing subcontractors listed in Annex 2 is permitted provided that:
  - a. the Contractor notifies the Client of such outsourcing or change in writing or in text form with four weeks' advance notice and
  - b. the Client does not object to the planned outsourcing in writing or in text form to the Contractor within 2 weeks of receiving the notice. In the event of an objection by the Client to such outsourcing or to the change of a subcontractor, the Contractor shall have the right to terminate this Agreement and the main contract for cause.
- (3) The Client's rights must also be effectively enforceable against the subcontractor.
- (4) The responsibilities of the Contractor and the subcontractor must be clearly delineated from one another.
- (5) The Contractor shall carefully select the subcontractor, paying particular attention to the suitability of the technical and organizational measures taken by the subcontractor.
- (6) If the Contractor assigns tasks to other processors, it is the Contractor's responsibility to transfer its data protection obligations under this Agreement to the other processor.
- (7) For the purposes of this Agreement, subcontracting relationships refer only to services that are directly related to the provision of the main service. Ancillary services, such as transportation, maintenance, and cleaning, as well as the use of telecommunications services or user support, are

not included. The Contractor's obligation to ensure compliance with data protection and data security requirements in these cases remains unaffected.

## 8 Rights and Obligations of the Client

- (1) The Client is solely responsible for assessing the lawfulness of the commissioned processing and for safeguarding the rights of data subjects.
- (2) The Client shall issue all orders, partial orders, or instructions in writing. In urgent cases, instructions may be given orally. The Client shall confirm such instructions in writing without delay.
- (3) The Client shall inform the Contractor immediately if it discovers errors or irregularities during the review of the order results or irregularities regarding data protection regulations.
- (4) In the event of termination, the Client undertakes to delete the personal data stored in the services prior to the termination of the contract.
- (5) At the Contractor's request, the Client shall designate a contact person for data protection matters.

## 9 Requests from Data Subjects

- (1) If a data subject contacts the Contractor with a request for correction, deletion, or access, the Contractor shall refer the data subject to the Client, provided that the data subject can be identified as belonging to the Client based on the information provided by the data subject. The Contractor shall forward the data subject's request to the Client without delay. The Contractor shall assist the Client to the best of its ability. The Contractor shall not be liable if the Client fails to respond to the data subject's request, or responds incorrectly or late.

## 10 Instructions

- (1) Under this agreement, the Client is solely responsible for compliance with the statutory provisions of data protection laws, in particular for the lawfulness of the transfer of data to the Contractor and for the lawfulness of data processing ("Controller" within the meaning of Art. 4(7) GDPR). This also applies with respect to the purposes and means of processing set forth in this agreement.
- (2) Instructions not provided for in the contract shall be treated as a request for a change in services. In the event of proposed changes, the Contractor shall inform the Client of the impact on the agreed services. If it is unreasonable to expect the Contractor to carry out the instruction, the Contractor is entitled to terminate the processing.

## 11 Data Processing Outside the EU/EEA

- (1) The contractually agreed data processing generally takes place predominantly in a member state of the European Union or in another contracting state of the Agreement on the European Economic Area. In the event that a transfer to a third country occurs, the Contractor shall ensure that the requirements under Art. 44 et seq. of the GDPR are met.
- (2) The Client authorizes the transfer of data to a third country to the recipients listed in Annex 2. The Annex sets forth the measures approved by the Client to ensure an adequate level of protection pursuant to Art. 44 et seq. of the GDPR in the context of subcontracting.
- (3) To the extent that the Client instructs a data transfer to third parties in a third country, the Client is solely responsible for compliance with the provisions of Art. 44 et seq. of the GDPR.

## 12 Liability and Damages

- (1) In the event that a data subject asserts a claim for damages pursuant to Article 82 of the GDPR, the parties undertake to support one another and to contribute to clarifying the underlying facts.
- (2) The liability provisions agreed upon between the parties in the main contract for the provision of services shall also apply to claims arising from this data processing agreement and, in the internal relationship between the parties, to third-party claims pursuant to Article 82 of the GDPR, unless expressly agreed otherwise.
- (3) The parties shall each indemnify the other from liability if and to the extent that a party proves that it is in no way responsible for the circumstance that caused the damage to a data subject.
- (4) Unless otherwise provided above, liability under this Agreement corresponds to that under the main contract.

## 13 Remuneration

The Contractor's remuneration is conclusively governed by the main contract.

## 14 Special Right of Termination

- (1) The Client may terminate the main contract and this agreement at any time without notice ("extraordinary termination") if the Contractor commits a serious breach of data protection regulations or the provisions of this agreement, if the Contractor is unable or unwilling to carry out a lawful instruction from the Client, or if the Contractor refuses the Client's control rights in breach of the contract.
- (2) A serious breach occurs in particular if the Contractor fails to fulfill or has failed to fulfill the obligations set forth in this Agreement, in particular the agreed-upon technical and organizational measures, to a significant extent.
- (3) In the case of minor breaches, the Client shall set the Contractor a reasonable deadline to remedy the situation. If the situation is not remedied in a timely manner, the Client is entitled to terminate the agreement extraordinarily as described in this section.

## 15 Miscellaneous

- (1) Both parties are obligated to treat all knowledge of trade secrets and data security measures of the other party obtained within the scope of the contractual relationship as confidential, even after the termination of the contract. If there is any doubt as to whether information is subject to the duty of confidentiality, it shall be treated as confidential until written release by the other party.
- (2) Should the Client's property held by the Contractor be jeopardized by actions of third parties (such as attachment or seizure), by insolvency or composition proceedings, or by other events, the Contractor must notify the Client immediately.
- (3) The Client acknowledges this agreement as part of the Terms and Conditions at <https://planubo.com/de/agb/> regarding the product booked by the Client.
- (4) The contract takes effect upon execution by the Client. If data processing continues after the termination of this agreement, the provisions of this agreement shall remain in effect until the actual completion of the processing.

- (5) The Contractor may amend the contract at its sole discretion with reasonable notice. In particular, the Contractor expressly reserves the right to unilaterally amend this contract if significant legal changes arise with respect to this contract. The Contractor will separately notify the Client of the significance of the planned amendment and, in addition, grant the Client a reasonable period of time to object. In the notice of amendment, the Contractor shall inform the Client that the amendment will take effect if the Client does not object within the specified period. In the event of an objection by the Client, the Contractor shall have a right of extraordinary termination.
- (6) The exclusive venue for all disputes arising from and in connection with this contract is the Contractor's place of business, provided that the parties are merchants. This is subject to any exclusively statutory venue. This contract is governed by the laws of the Federal Republic of Germany and European Union regulations such as the GDPR.
- (7) Should individual provisions of this agreement be invalid, this shall not affect the validity of the remainder of the agreement.
- (8) The Contractor is entitled to amend these General Terms and Conditions (GTC) to the extent necessary to adapt to changed legal frameworks, modified technical and organizational measures, new or replaced subcontractors, or altered functions of the software solution. The Contractor shall submit the amended GTC to the Client in the SaaS application for active consent. The provisions regarding active consent, temporary functional restrictions, the right of termination in case of refusal, and the consent log from Part A, Sections 1.3 and 1.4 of the Provider's General Terms and Conditions apply accordingly.

# Appendix 1 – Technical and Organizational Measures

The following sets forth the contract-related technical and organizational measures to ensure data protection and data security that the Contractor must implement and maintain on an ongoing basis. The objective is to ensure, in particular, the confidentiality, integrity, and availability of the information processed under the contract.

- Encryption (Art. 32(1)(a) GDPR)
  - Sensitive data, databases, and media files that are uploaded are encrypted
- Confidentiality (Art. 32(1)(b) GDPR)
  - Access control: No unauthorized access to data processing facilities.
    - The contractor's server and database are located in Germany at Strato AG
    - Images, invoices, and uploads are stored on Amazon AWS S3 buckets in Frankfurt
  - Access control: No unauthorized use of the system
    - Determination of protection requirements
    - Implementation of secure access procedures and strong authentication
    - Implementation of simple authentication via username and password
    - Secure (encrypted) transmission of authentication secrets
    - Lockout after failed attempts and procedures for resetting locked-out credentials
    - Identification of authorized persons
    - Management of personal authentication media and access permissions
    - Implementation of access restrictions
    - Manual access blocking
  - Access control: No unauthorized reading, copying, modification, or removal within the system
    - Assignment of minimum privileges
  - Client separation: Separate processing of data collected for different purposes
    - Data minimization when handling personal data
    - Regular review of the purpose of use and deletion
    - Separation of test and development environments
- Integrity (Art. 32(1)(b) GDPR)
  - Control of disclosure: No unauthorized reading, copying, modification, or removal during electronic transmission or transport
    - Identification of persons authorized to receive/transmit data
    - Verification of the lawfulness of transfers abroad
    - Secure data transmission between server and client
    - Secure transmission to external systems
    - Secure storage of data, including backups
    - Data protection-compliant deletion and destruction process
  - Input control: Determining whether and by whom personal data has been entered into, modified, or removed from data processing systems
    - Logging of entries
    - Preservation of evidence for online issuance of SEPA mandates through immutable logging of IP address, user agent, timestamp, and versioned snapshot of the mandate text
    - Audit-proof consent log for acceptance of Terms and Conditions, Privacy Policy, and General Terms and Conditions: Storage of user ID, email address, IP address, user agent, timestamp, language version, document URL, version ID, and SHA-256 hash of the accepted version

- Availability and resilience (Art. 32(1)(b) GDPR)
  - Monitoring
  - Resource planning and provision
  - Defense against system abuse
  - Data backup concepts and implementation
- Recoverability (Art. 32(1)(c) GDPR)
  - Data backup concepts and implementation
- Data protection organization
  - Definition of responsibilities
  - Implementation and monitoring of appropriate processes
  - Confidentiality obligations
  - Regulations on internal task allocation
- Procedures for regular review, assessment, and evaluation (Art. 32(1)(d) GDPR; Art. 25(1) GDPR)
  - Process for incident response management
    - Detection and investigation of security incidents
  - Privacy-friendly default settings: If data is not necessary to achieve the purpose of use, the technical default settings are defined such that data is collected, processed, disclosed, or published only upon action by the data subject.
- Contractor oversight
  - Selection of additional contractors based on appropriate safeguards
- Deletion and Retention Policy: The contractor has a documented technical and organizational deletion and retention policy to implement data protection-related deletion obligations as well as statutory retention obligations. The policy includes, in particular:
  - Procedures for the timely deletion or anonymization of personal data,
  - Regulations for complying with statutory retention obligations,
  - a tiered deletion process (in particular logical and physical deletion),
  - Access restrictions on data subject to retention requirements,
  - processes for handling deletion requests from data subjects.

The specific deletion periods and data categories are documented in the contractor's internal deletion and retention policy, reviewed regularly, and adjusted as needed.

# Appendix 2 – Data Processing Agreement – Approved Subcontractors / Additional Data Processors

As of: May 19, 2026

Subcontractor	Category	Brief description of the service	Company location	Location details	Information on applicable warranties
Amazon Web Services, Inc.	Hosting	Storage of images, invoices, and uploads	USA	EU (IE)	Certified under the EU-U.S. Data Privacy Framework (Adequacy Decision)
Mollie B.V.	Payments	Payment processing	NL	EU	Not required
Paddle	Payments	Payment processing and license management	UK	Global	Adequacy Decision
Strato GmbH	Hosting	Processing of support requests	DE	DE	Not required
Hetzner Online GmbH	Hosting	Hosting of the SaaS application	DE	DE	Not required
Google LLC	Calendar	Scheduling and Time Management	USA	Global	Certified under the EU-U.S. Data Privacy Framework (Adequacy Decision)
Sendinblue GmbH (Brevo)	Email	Email delivery and email marketing	DE	EU	Not required