

Data Processing Agreement in accordance with art. 28 GDPR

Agreement between the following 2 parties

(Responsible person, hereinafter referred to as "client")

**SEO for Jobs GmbH
Amelungstraße 8
20354 Hamburg**

(Processor, hereinafter referred to as "Contractor")

Attachments

1. Technical and organizational measures in accordance with art. 28 para. 3 lit. c and 32 GDPR: <https://www.seo-for-jobs.com/toms>
2. Subcontractor:
<https://www.seo-for-jobs.com/subcontractors>

1. Subject matter and duration of the contract

- 1.1. The subject of the order results from the description of services.
- 1.2. The term corresponds to the term of the service description.
- 1.3. The termination of the service agreement automatically results in the termination of this order. A separate termination of this order is not necessary in this case.

2. Specification of the content of the contract

- 2.1. The type and purpose of the processing of personal data by the contractor for the client are specifically described in the service description mentioned in §1.2.
- 2.2. The provision of the contractually agreed data processing takes place exclusively in a member state of the European Union or in another contracting state of the Agreement on the European Economic Area. Any relocation to a third country requires the prior consent of the client and may only take place if the special requirements of Art. 44 ff. GDPR are fulfilled.
- 2.3. The processing of personal data covers the following types / categories of data:
 - Personal master data
 - Communication data (e.g. telephone, email)
 - Contract master data (contractual relationship, product or contract interest)
 - Customer history
 - Contract billing and payment data
 - Planning and control data
- 2.4. The categories of data subjects affected by the processing include:
 - Employees of the client
 - Interested parties of the client
 - Seminar participants
 - Suppliers / service providers
 - Commercial agent
 - Contact Person

3. Technical and organizational measures

- 3.1. The contractor must document the implementation of the technical and organizational measures set out in advance of the award of the contract and hand them over to the client for review before the start of processing, in particular with regard to the specific execution of the contract. If accepted by the client, the

documented measures become the basis of the order. If the client's test / audit reveals a need for adjustment, this must be implemented by mutual agreement.

- 3.2. The contractor has the security according to Art. 28 para. 3 lit. c, 32 GDPR, in particular in connection with Art. 5 para. 1, para. 2 GDPR. Overall, the measures to be taken are data security measures and to ensure a level of protection appropriate to the risk with regard to confidentiality, integrity, availability and resilience of the systems. The state of the art, the implementation costs and the type, scope and purposes of processing as well as the different probability of occurrence and severity of the risk for the rights and freedoms of natural persons within the meaning of Art. 32 (1) GDPR must be taken into account [Details in Attachment 1].
- 3.3. The technical and organizational measures are subject to technical progress and further development. In this respect, the contractor is permitted to implement alternative, adequate measures. The security level of the specified measures must not be undercut. Significant changes are to be documented.

4. Correction, restriction and deletion of data

- 4.1. The contractor may not correct, delete or restrict the processing of the data processed in the order without authorization, but only following documented instructions from the client. If a data subject contacts the contractor directly in this regard, the contractor will immediately forward this request to the client.
- 4.2. The deletion concept must be implemented immediately by the contractor. According to (1), the deletions themselves must only be carried out following documented instructions from the client.
- 4.3. The other rights of the data subjects according to Art. 12 - 21 GDPR, in particular the rights to be forgotten, correction, data portability and information are to be ensured by the client. The contractor will support this on request. The contractor can charge a fee for the support services.

5. Quality assurance and other obligations of the contractor

In addition to complying with the provisions of this order, the contractor has legal obligations in accordance with Art. 28 to 33 GDPR; in this respect, he particularly guarantees compliance with the following requirements:

- a) Written appointment of a data protection officer who will carry out his work in accordance with Art. 38 and 39 GDPR. Its current contact details are easily accessible on the contractor's homepage.
- b) The maintenance of confidentiality in accordance with Art. 28 para. 3 sentence 2 lit.b, 29, 32 para. 4 GDPR. When carrying out the work, the contractor will only use employees who are bound to confidentiality and who have previously been familiarized with the data protection provisions that are relevant to them. The contractor and every person subordinate to the contractor who has access to personal data may only process this data in accordance with the instructions of the client, including the powers granted in this contract, unless they are legally obliged to process them.
- c) The implementation of and compliance with all technical and organizational measures required for this order in accordance with Art. 28 para. 3 sentence 2 lit. c, 32 GDPR [details in Attachment 1].
- d) The client and the contractor work together on request with the supervisory authority in the performance of their tasks.
- e) The immediate information of the client about control actions and measures of the supervisory authority, insofar as they relate to this order. This also applies if a competent authority investigates the processing of personal data during order processing at the contractor's within the framework of an administrative offense or criminal proceeding.
- f) Insofar as the client is exposed to a control by the supervisory authority, an administrative offense or criminal procedure, the liability claim of a data subject or a third party or any other claim in connection with the order processing at the contractor, the contractor must support him to the best of his ability.
- g) The contractor regularly checks the internal processes as well as the technical and organizational measures to ensure that the processing in his area of responsibility is carried out in accordance with the requirements of the applicable data protection law and the protection of the rights of the data subject is guaranteed.
- h) Verifiability of the technical and organizational measures taken vis-à-vis the client within the scope of his control powers according to section 7 of this contract.

6. Subcontracting

- 6.1. Sub-contractual relationships within the meaning of this regulation are those services that relate directly to the provision of the main service. This does not include ancillary services that the contractor z. B. as telecommunications services, postal / transport services, maintenance and user service or the disposal of data carriers as well as other measures to ensure the confidentiality, availability, integrity and resilience of the hardware and software of data processing systems. However, the contractor is obliged to ensure data protection and data security for the client's data, including in the case of outsourced ancillary services, to take appropriate and legally compliant contractual agreements and control measures.
- 6.2. The contractor may only commission subcontractors (other processors) with the prior express written or documented consent of the client. The client agrees to the commissioning of the following subcontractors under the condition of a contractual agreement in accordance with Art. 28 Para. 2-4 GDPR: [Details in Attachment 2]
- 6.3. Outsourcing to subcontractors and / or changing the existing subcontractor are permitted, provided that:
 - a. the contractor notifies the client of such outsourcing to subcontractors a reasonable time in advance in writing or in text form and
 - b. the client does not raise an objection to the planned outsourcing in writing or in text form by the time the data is transferred to the contractor and
 - c. a contractual agreement in accordance with Art. 28 Paragraph 2-4 GDPR is used.
- 6.4. The transfer of personal data of the client to the subcontractor and its initial activity are only permitted if all requirements for subcontracting are met.
- 6.5. If the subcontractor provides the agreed service outside of the EU / EEA, the contractor will ensure admissibility under data protection law by taking appropriate measures. The same applies if service providers within the meaning of Paragraph 1 Clause 2 are to be used.
- 6.6. Further outsourcing by the subcontractor requires the express consent of the main contractor (at least in text form);
- 6.7. All contractual provisions in the contractual chain are also to be imposed on the further subcontractor.

7. Control rights of the client

- 7.1. The client has the right to carry out inspections in consultation with the contractor or to have them carried out by inspectors to be named in individual cases. He has the right to convince himself of the compliance with this agreement by the contractor in his business operations by means of random checks, which are usually to be announced in good time.
- 7.2. The contractor ensures that the client can convince himself of the compliance with the obligations of the contractor according to Art. 28 GDPR. The contractor undertakes to provide the client with the necessary information upon request and, in particular, to provide evidence of the implementation of the technical and organizational measures.
- 7.3. Proof of such measures, which do not only concern the specific order, can be provided by compliance with approved rules of conduct in accordance with Art. 40 GDPR, certification according to an approved certification procedure in accordance with Art. 42 GDPR, current certificates, reports or report excerpts from independent bodies (e.g. auditors, auditors, data protection officers, IT security departments, data protection auditors, quality auditors) as well as through appropriate certification through IT security or data protection audits (e.g. according to BSI basic protection).
- 7.4. The contractor can assert a claim for remuneration for enabling controls by the client.

8. Notification of violations by the contractor

- 8.1. The contractor supports the client in complying with the obligations for the security of personal data specified in Articles 32 to 36 of the GDPR, reporting obligations in the event of data breaches, data protection impact assessments and prior consultations. These include, among others
 - a) Ensuring an appropriate level of protection through technical and organizational measures that take into account the circumstances and purposes of the processing as well as the forecast probability and severity of a possible violation of the law due to security gaps and enable the immediate detection of relevant violation events
 - b) the obligation to report violations of personal data to the client immediately

- c) the obligation to support the client within the scope of his obligation to provide information to the data subject and to provide him with all relevant information immediately in this context
 - d) the support of the client for its data protection impact assessment
 - e) the support of the client in the context of prior consultations with the supervisory authority
- 8.2. The contractor can claim remuneration for support services that are not included in the service description or that cannot be traced back to misconduct by the contractor.

9. Authority of the client to issue instructions

- 9.1. The client immediately confirms verbal instructions (at least in text form).
- 9.2. The contractor must inform the client immediately if he is of the opinion that an instruction violates data protection regulations. The contractor is entitled to suspend the implementation of the relevant instruction until it is confirmed or changed by the client.

10. Deletion and return of personal data

- 10.1. Copies or duplicates of the data will not be made without the knowledge of the client. Exceptions to this are backup copies, insofar as they are necessary to ensure proper data processing, as well as data that are necessary with regard to compliance with statutory retention requirements.
- 10.2. After completion of the contractually agreed work or earlier upon request by the client - at the latest with the termination of the service agreement - the contractor must hand over to the client all documents, created processing and usage results as well as databases in connection with the contractual relationship to be destroyed in accordance with data protection regulations with prior consent. The same applies to test and scrap material. The log of the deletion must be presented on request.
- 10.3. Documentation that serves as proof of order-related and proper data processing must be kept by the contractor beyond the end of the contract in accordance with the respective retention periods. He can hand them over to the client for his relief at the end of the contract.

Responsible:

Place, Date

Name

Signature

Processor:

Hamburg, 12.05.2024

Place, Date

Alexander Meirowski

Name

Signature