Order Processing Contract According to Article 28 (3) GDPR

Contractor (processor):

ThinkLABs Ltd. & Co. KG

Bergfried 3

84347 Pfarrkirchen

Germany

Client (person responsible):

Company:

Adress:

Postal town:

1. <u>Subject and duration of the Contract</u> The

Contract includes the following:

Participation in the affiliate service offered by the processor

The Contractor processes personal data for the Client within the meaning of Article 4 (2) and Article 28 GDPR on the basis of this Contract.

The contracted service is provided exclusively in a member state of the European Union or in a state party to the Agreement on the European Economic Area. Any transfer of the service in whole or in part to a third country requires the consent of the Client.

The contract is concluded for an indefinite period. The notice period is 3 months to the end of the quarter.

The Client may terminate the contract without notice if there is a serious breach by the Contractor against data protection regulations or the provisions of this Contract.

2. Nature and purpose of processing, type of personal data and categories of data subjects

The processing of personal data occurs as part of participation in the affiliate service offered by the Processor according to a separate Contract.

Type of processing (according to the definition of Article 4 (2) GDPR):

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.

Type of personal data (according to the definition of Article 4 (1), (13), (14) and (15) GDPR):

Personal data within the meaning of Article 4 (1) GDPR

means any information relating to an identified or identifiable natural person ("data subject")

no genetic data, no biometric data, no health data

Categories of data subjects (according to the definition of Article 4 (1) GDPR):

Users of the Client's website
Employees of the Client
other participants of the affiliate service (networks, shops, agencies, other technical service providers).

3. Rights, obligations, and authority of the Client

Pursuant to Article 6 (1) GDPR, the Client has sole responsibility to assess the admissibility of the processing and the protection of the data subjects' rights according to Articles 12 to 22 GDPR. The Contractor will forward inquiries to the Client, provided that they are obviously exclusively directed towards the Client.

Changes to the processing object or procedure are agreed upon jointly between the Client and the Contractor as well as specified in writing or in a documented electronic format.

The Client usually issues all orders, partial orders, and instructions in writing or in a documented electronic format. Verbal instructions must be confirmed immediately in writing or in a documented electronic format.

The Client shall be entitled, as stipulated in clause 5, to sufficiently inspect compliance with the technical and organizational measures taken by the Contractor as well as the obligations stipulated in this Contract prior to the commencement of processing and thereafter in regularly intervals.
The Client shall inform the Contractor immediately if he finds any errors or irregularities in the examination of the order results.

The Client is obligated to treat confidentially all acquired knowledge of business secrets and data security measures of the Contractor within the framework of the contractual relationship. This obligation remains valid even after termination of this Contract.

4. Authorized persons of the Client, instruction recipient of the Contractor

Authorized persons of the Client are

      the managing directors of the Client.

The recipients of the instructions to the Contractor are the

managing directors of the Contractor. Communication

channels to be used for instruction:

<div align="center">

ThinkLABs Ltd. & Co. KG

Bergfried 3

84347 Pfarrkirchen

Germany

welcome@thinklabs-ltd.de
+49 151 5380 9002

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In the case of a change or a long-term prevention of the points of contact, the other Contracting Party shall be informed immediately in writing or electronically of the successors or the representatives. The instructions shall be kept for the time of their validity and subsequently for three full calendar years.

5. Obligations of the Contractor

The Contractor shall process personal data only in accordance with the agreements and instructions of the Client, provided that he is not obligated to do so for other processing based on the law of the Union or Member States to which the processor is subject (such as for investigations of law enforcement agencies or state protection authorities). In such a case, the Processor shall inform the person responsible of these legal requirements prior to processing, unless the law prohibits such communication because of an important public interest (Article 28 (3) sentence 2 (a) GDPR).

The Contractor will not use the personal data to be processed for any other purpose, especially not for his own purposes. Copies or duplicates of personal data are not created without the knowledge of the Client.

The Contractor shall contribute to the Client's fulfillment of the rights of the data subjects pursuant to Articles 12 to 22 GDPR, with the preparation of the directories of processing activities as well as the

Client's necessary data protection impact assessments to the required extent and support the Client as far as possible in an appropriate manner (Article 28 (3) sentence 2 (e) and (f) GDPR).

The Contractor shall inform the Client's if, in his opinion, an instruction issued by the Client violates statutory provisions (Article 28 (3) sentence 3 GDPR). The Contractor shall be entitled to suspend the execution of the relevant instruction until it has been confirmed or changed by the Client after verification.

The Contractor corrects, deletes or restricts the processing of personal data from the contractual relationship, if the Client requests this by means of a directive and legitimate interests of the Contractor do not oppose this.

The Contractor shall only provide information about personal data from the contractual relationship to third parties or the data subject after prior instruction or approval by the Client.

The Contractor agrees that the Client is entitled, generally by appointment, to check compliance with the provisions on data protection and data security as well as the contractual agreements to the appropriate and required extent or commission third parties to do so, in particular by obtaining Information (Article 28 (3) sentence 2 (h) GDPR).

The Contractor shall assist with these checks as needed.

The Contractor confirms that he is familiar with the data protection regulations of the GDPR that are relevant to the order processing.

The Contractor shall keep the Client's personal data related to the order processing confidential. This remains in force even after expiration of the Contract.

The Contractor shall ensure his employees entrusted with the execution of the work know the data protection provisions applicable to them prior to the commencement of the activity and obligate them to keep any information they encounter confidential for the period of their activity and after discontinuance of their employment relationship in an appropriate manner (Article 28 (3) Sentence 2 letter b and Article 29 GDPR). The Contractor monitors compliance with the data protection regulations in his company.

A data protection officer is not appointed because there is no legal requirement for this.

6. Obligations of the Contractor to notify in case of processing and personal data breaches

The Contractor shall notify the Client of disruptions, violations by the Contractor or persons employed by him of data protection regulations or the stipulations made in the Contract as well as any suspicion of data breaches or irregularities in the processing of personal data. This also applies with regard to any notification and information obligations of the Client in accordance with Article 33 and Article 34 GDPR. If necessary, the Contractor shall support the Client in his duties under Article 33 and 34 GDPR sufficiently (Article 28 (3) sentence 2 letter f GDPR). Notifications according to Article 33 or 34 GDPR

for the Client are only carried out by the Contractor according to prior instructions according to clause 4 of this contract.

7. Subcontracting relationships (Article 28 (3) sentence 2 letter d GDPR)

The Contractor is permitted to commission subcontractors for the processing of the Client's data.

The Contractor shall inform the Client of the name and address as well as the intended activity of the subcontractor. The Contractor shall carefully select any subcontractors with due regard to the suitability of the technical and organizational measures taken by them in terms of Article 32 GDPR.

The current list of subcontractors who are hired to work on the processing of personal data is provided in Annex 1 with their names, addresses, and the extent to which they are involved in the data processing. The customer agrees to their commissioning.

The Processor shall always inform the Person Responsible of any intended change with regard to the incorporation of new or the replacement of existing subcontractors, thereby giving the Client the opportunity to object to such changes (§ 28 (2) sentence 2 GDPR).

8. Technical and organizational measures according to Article 32 GDPR (Article 28 (3) sentence 2 letter c GDPR)

An adequate level of protection is provided for the specific order data processing with regard to the risks of the rights and freedoms of natural persons affected by the processing. For this purpose, the protection objectives of Article 32 (1) GDPR, such as confidentiality, integrity, availability of the systems and services and their capacity in terms of the nature, extent, circumstances and purpose of the processing are taken into account with appropriate technical and organizational corrective measures in order to permanently reduce the risk.

The Contractor shall carry out a review, assessment, and evaluation of the effectiveness of the technical and organizational measures to ensure the safety of the processing on any given occasion, but at least annually (Article 32 (1) letter d GDPR). The result will be communicated to the Client.

Considerable security decisions for the organization of data processing and the procedures used are agreed between the Contractor and the Client.

The measures taken by the Contractor may be adapted to the technical and organizational development in the course of the Contract, but must not fall below the agreed standards.

Significant changes are agreed between the Contractor and the Client in a documented form (written, electronic).

9. Obligations of the Contractor after termination of the Contract, Article 28 (3) sentence 2 letter g GDPR

Upon completion of the contractual work, the Contractor shall delete all data, documents he or his subcontractors have gained possession of, as well as processing or use results that have been created which are related to the contractual relationship, in a way that is in compliance with the data protection regulations.

10. Remuneration

Additional remuneration for this Agreement is not due.

11. Liability

The liability is set out in Article 82 GDPR. In addition, the statutory provisions apply.

12. Other

Any ancillary agreements must be in writing or a documented electronic format.

Should individual parts of this agreement be ineffective, this does not affect the validity of the remainder of this Contract.

Pfarrkirchen, _____   _____, _____

_____   _____
Contractor   Client

<u>Annex 1</u>

The list of subcontractors will be published by the Contractor on his website and kept up to date there.