



Data Processing Agreement

between

- Customer -

and

M-TRIBES GmbH
dba. MotionTools
Am Sandtorkai 32
c/o Logistics Hub
20457 Hamburg

- Contractor -

1. General Information

- a. The Contractor processes personal data on behalf of the Customer within the meaning of Article 4 No. 8 and Article 28 of Regulation (EU) 2016/679 - Basic Data Protection Regulation (GDPR). This contract regulates the rights and obligations of the parties in connection with the processing of personal data.
- b. Insofar as the term "data processing" or "processing" (of data) is used in this contract, the definition of "processing" within the meaning of Art. 4 No. 2 GDPR shall apply.

2. Subject

The object of the processing, the nature and purpose of the processing, the nature of the personal data and the categories of data subjects are set out in Appendix 1.

3. Rights and duties of the Customer

- a. The Customer is responsible within the meaning of Art. 4 No. 7 GDPR for the processing of data on behalf of the contractor. According to Art. 4 Para. 5, the contractor is entitled to inform the Customer if, in his opinion, a legally inadmissible data processing is the subject of the order and/or an instruction.
- b. The Customer is responsible for the protection of the rights of the persons concerned. The Contractor shall inform the Customer without delay if affected persons assert their affected rights against the Contractor.
- c. The Customer has the right to issue additional instructions to the contractor at any time regarding the type, scope and procedures of data processing. Instructions must be in text form (e.g. e-mail).
- d. The Customer may name persons authorized to give instructions. If persons authorized to issue instructions are to be named, they are listed in Annex 1. In the event that the persons authorized to issue instructions change at the customer's premises, the customer shall notify the contractor of this in text form.
- e. The Customer shall inform the Contractor without delay if it detects errors or irregularities in connection with the processing of personal data by the Contractor.
- f. In the event that there is a duty to inform third parties in accordance with Art. 33, 34 GDPR or any other legal duty to report applicable to the Customer, the Customer is responsible for compliance with this duty.

4. General obligations of the contractor

- a. The contractor processes personal data exclusively within the framework of the agreements made and/or in compliance with any supplementary instructions issued by the Customer. Excluded from this are legal regulations which may oblige the contractor to process the data in another way. In such a case, the Contractor shall notify the Customer of these legal requirements prior to processing, unless the law in question prohibits such notification on grounds of an important public interest. The purpose, type and scope of data processing shall otherwise be governed exclusively by this Agreement and/or the instructions of the Customer. The contractor is prohibited from processing data in any other way, unless the Customer has given his written consent.

- b. The Contractor undertakes to carry out the data processing on behalf of the Customer, if possible, only in member states of the European Union (EU) or the European Economic Area (EEA). Data processing on behalf outside the member states of the European Union (EU) or the European Economic Area (EEA) may be carried out by subcontractors of the contractor, provided that these are known at the time of conclusion of the contract or on written instructions from the customer.
- c. In the area of processing of personal data in accordance with the contract, the contractor guarantees the contractual execution of all agreed measures.
- d. The Contractor is obliged to design his company and his operating procedures in such a way that the data which he processes on behalf of the Customer are secured to the extent necessary in each case and protected from unauthorized access by third parties. The Contractor shall agree changes in the organization of data processing on behalf of the Customer which are relevant to the security of the data with the Customer in advance.
- e. The contractor shall inform the customer immediately if, in his opinion, an instruction issued by the customer violates legal regulations. Contractor shall be entitled to suspend the execution of the instruction in question until it is confirmed or amended by Customer. If Contractor can demonstrate that processing in accordance with Customer's instructions may lead to liability of Contractor under Art. 82 GDPR, Contractor shall be entitled to suspend further processing in this respect until clarification of the liability between the parties.
- f. The processing of data on behalf of the Customer outside of the contractor's or subcontractor's premises is only permitted with the consent of the Customer in written or text form.
- g. The contractor shall process the data which he processes on behalf of the Customer separately from other data. A physical separation is not mandatory (ensuring multi-Customer capability).
- h. The contractor may designate to the Customer the person(s) authorized to receive instructions from the Customer. If persons authorized to receive instructions are to be named, they are listed in Annex 1. In the event that the persons authorized to receive instructions change at the Contractor, the Contractor shall notify the Customer in text form.

5. Data protection officer of the contractor

- a. The contractor confirms that he has appointed a data protection officer in accordance with Art. 37 GDPR. The contractor shall ensure that the data protection officer has the necessary qualifications and expertise.
- b. is named:

Mrs. Jasmin Lieffering
LITC – Lieffering IT Consulting
Hesterhof 2
D – 31623 Drakenburg
Mail: dataprivacy@motiontools.com

6. Reporting obligations of the contractor

- a. The Contractor shall be obliged to notify the Customer immediately of any violation of data protection regulations or of the contractual agreements made and/or the instructions given by the Customer, which has occurred in the course of the processing of data by the Contractor or other persons involved in the processing. The same applies to any violation of the protection of personal data which the contractor processes on behalf of the customer.

- b. Furthermore, the contractor shall inform the customer without delay if a supervisory authority pursuant to Art. 58 GDPR takes action against the contractor and this may also concern a control of the processing which the contractor performs on behalf of the customer.
- c. The Contractor is aware that there may be an obligation for the Customer to report data protection violations in accordance with Art. 33, 34 GDPR, which requires notification to the supervisory authority within 72 hours of becoming known. The Contractor shall support the Customer in the implementation of the notification obligations. In particular, the Contractor shall notify the Customer of any unauthorized access to personal data processed on behalf of the Customer without delay, but at the latest within 48 hours of becoming aware of such access. The notification of the Contractor to the Customer must in particular contain the following information:
 - a description of the nature of the personal data protection breach, indicating, where possible, the categories and approximate number of data subjects, the categories and approximate number of personal data sets concerned
 - a description of the measures taken or proposed by the contractor to remedy the breach of personal data protection and, where appropriate, measures to mitigate its possible adverse effects

7. Duties of cooperation of the contractor

- a. The Contractor shall support the Customer in his obligation to respond to applications for the exercise of rights of affected persons in accordance with Art. 12-23 DSGVO. The provisions of Section 11 of this Agreement shall apply.
- b. The contractor shall participate in the preparation of the lists of processing activities by the customer. He must provide the customer with the information required in this respect in a suitable manner.
- c. The Contractor shall assist the Customer, taking into account the type of processing and the information available to him, in complying with the obligations set out in Art. 32-36 of the GDPR.

8. Control powers

- a. The Customer has the right to check at any time to the extent necessary that the Contractor complies with the statutory provisions on data protection and/or the contractual provisions agreed between the parties and/or the compliance of the Contractor with the Customer's instructions.
- b. The contractor shall be obliged to provide information to the customer to the extent that this is necessary to carry out the inspection as defined in paragraph 1.
- c. The customer may demand an inspection of the data processed by the contractor for the customer and of the data processing systems and programs used.
- d. After prior notification (with a notice period of four weeks in advance), the customer may carry out the inspection referred to in paragraph 1 at the contractor's premises during normal business hours. In doing so, the customer shall ensure that the controls are only carried out to the extent necessary so that the controls do not disrupt the contractor's business operations disproportionately.
- e. In the event of measures taken by the supervisory authority against the customer within the meaning of Art. 58 GDPR, in particular with regard to duties of information and control, the contractor shall be obliged to provide the customer with the necessary information and to enable the respective competent supervisory authority to carry out an on-site inspection. The customer shall be informed by the contractor about corresponding planned measures.

9. Subcontracting relationships

- a. The commissioning of subcontractors by the contractor is only permitted with the consent of the Customer in text form. The contractor shall list all subcontracting relationships already existing at the time of conclusion of the contract in Annex 2 to this contract.
- b. The contractor shall carefully select the subcontractor and check before the assignment that the subcontractor can comply with the agreements made between the customer and the contractor.
- c. In particular, the Contractor shall check in advance and regularly during the term of the contract that the subcontractor has taken the technical and organizational measures required under Art. 32 GDPR for the protection of personal data.
- d. The contractor shall ensure that the regulations agreed in this contract and any supplementary instructions of the customer, if applicable, also apply to the subcontractor.
- e. The contractor shall conclude a contract processing agreement with the subcontractor.
- f. In addition, the Contractor shall impose the same obligations on the subcontractor with regard to the protection of personal data as those established between the Customer and the Contractor.
- g. Subcontracting relationships do not include services which the contractor uses from third parties as a purely ancillary service in order to carry out the business activity. These include, for example, cleaning services, pure telecommunication services without any specific reference to services which the contractor provides for the customer, postal and courier services, transport services, security services. The contractor is nevertheless obliged to ensure, also in the case of ancillary services provided by third parties, that appropriate precautions and technical and organizational measures have been taken to ensure the protection of personal data. The maintenance and servicing of IT systems or applications constitutes a subcontracting relationship and order processing within the meaning of Art. 28 GDPR requires approval if the maintenance and testing concerns such IT systems which are also used in connection with the provision of services for the Customer and if personal data processed on behalf of the Customer can be accessed during maintenance.

10. Confidentiality obligation

- a. When processing data for the Customer, the Contractor shall be obliged to maintain confidentiality with regard to data which it receives or becomes aware of in connection with the order. The Contractor undertakes to observe the same rules of secrecy protection as those incumbent on the Customer. The customer is obliged to inform the contractor of any special rules for the protection of secrets.
- b. The Contractor warrants that it is aware of the applicable data protection regulations and that it is familiar with their application.
The Contractor further warrants that it has familiarized its employees with the provisions of data protection applicable to them and has obligated them to maintain confidentiality. The Contractor further assures that he has in particular obliged his employees to confidentiality and has informed them of the Customer's instructions.

11. Protection of data subject rights

- a. The Customer is solely responsible for safeguarding the rights of the persons concerned. The Contractor is obliged to support the Customer in its obligation to process applications from affected persons in accordance with Art. 12-23 GDPR. In particular, the contractor must ensure that the information required in this respect is provided to the Customer without delay, so that the Customer can fulfill its obligations under Art. 12 Para. 3 GDPR.

- b. Insofar as the cooperation of the contractor is necessary for the protection of the rights of the persons concerned - in particular for information, correction, blocking or deletion - by the customer, the contractor shall take the necessary measures in accordance with the instructions of the customer. The Contractor shall support the Customer as far as possible with suitable technical and organizational measures to comply with his obligation to respond to requests for the exercise of rights of data subjects.
- c. Regulations concerning a possible remuneration of additional expenses incurred by the contractor due to cooperation services in connection with the assertion of rights of affected parties against the customer remain unaffected.
- d. In the event that a data subject asserts his rights under Art. 12-23 DPA with the Contractor, even though this obviously concerns a processing of personal data for which the Customer is responsible, the Contractor is entitled to inform the data subject that the Customer is the data controller. In this context, the Contractor may provide the data subject with the contact details of the data controller.

12. Secrecy obligations

- a. Both parties undertake to treat all information received in connection with the execution of this contract as confidential for an unlimited period of time and to use it only for the execution of the contract. Neither party shall be entitled to use this information in whole or in part for purposes other than those just mentioned or to make this information available to third parties.
- b. The above obligation shall not apply to information which one of the parties has demonstrably obtained from third parties without being obliged to maintain secrecy or which is publicly known.

13. Remuneration

The contractor's remuneration shall be agreed separately.

14. Technical and organizational measures for data security

- a. The Contractor undertakes towards the Customer to comply with the technical and organizational measures required to comply with the applicable data protection regulations. This includes in particular the requirements of Art. 32 GDPR.
- b. The parties agree that changes to the technical and organizational measures may be necessary to adapt to technical and legal conditions.
The Contractor shall agree with the Customer in advance on any significant changes that may affect the integrity, confidentiality or availability of the personal data. Measures that involve only minor technical or organizational changes and do not negatively affect the integrity, confidentiality and availability of personal data may be implemented by the Contractor without prior coordination with the Customer. The Customer can request an up-to-date version of the technical and organizational measures taken by the Contractor at any time.
- c. The Contractor shall check the technical and organizational measures taken by him for their effectiveness on a regular basis and also as required. In the event that there is a need for optimization and/or changes, the contractor will inform the customer.

15. Duration of the order

- a. The contract shall commence upon signature and shall be concluded for an indefinite period.
- b. It may be terminated with three months' notice to the end of the quarter.

- c. The customer may terminate the agreement at any time without notice if there is a serious breach by the contractor of the applicable data protection regulations or obligations under this agreement, if the contractor cannot or does not wish to carry out an instruction from the customer or if the contractor refuses access to the customer or the competent supervisory authority in breach of the agreement.

16. Termination

- a. After termination of the contract, the Contractor shall return to the Customer or delete all documents, data and created processing or usage results that have come into its possession and are related to the contractual relationship, at the Customer's discretion. The deletion shall be documented in a suitable manner. Any statutory retention obligations or other obligations to store the data shall remain unaffected.
- b. The Customer has the right to control the complete and contractual return and deletion of the data at the contractor. This can also be done by inspecting the data processing equipment at the Contractor's premises. The on-site inspection shall be announced by the customer with a notice period of four weeks.
- c. Contractor may store personal data processed in connection with the order beyond the termination of the contract if and to the extent that Contractor has a statutory duty to store such data. In these cases, the data may only be processed for the purposes of implementing the respective statutory storage obligations. The data must be deleted immediately after expiry of the obligation to store the data.

17. Right of retention

The parties agree that the defence of the right of retention by the contractor in the sense of § 273 BGB (German Civil Code) with regard to the processed data and the associated data carriers is excluded.

18. Final provisions

- a. If the property of the customer at the contractor's premises is endangered by measures of third parties (such as seizure or confiscation), by insolvency proceedings or by other events, the contractor must inform the customer immediately. The contractor will inform the creditors immediately about the fact that the data are processed in the order.
- b. The written form is required for collateral agreements.
- c. Should individual parts of this contract be ineffective, this shall not affect the effectiveness of the remaining provisions of the contract.

Ort, Datum, Unterschrift

Auftraggeber

Auftragnehmer

Annex 1 - Subject of the order

1. Object, type and purpose of data processing

Type of data	Subject, nature and purpose of data processing	Categories of affected persons
contact details	private/business (first name; last name; title; address (current), e-mail address, telephone number (mobile or landline)	Employees, customers and prospects, as well as service providers and partners of the customer.
Booking data	Geo-localization of the vehicle	Employees, customers and prospects, as well as service providers and partners of the customer.
Master data	Customer number, customer type, payment data*, birthday, end device; operating system; photos)	Employees, customers and prospects, as well as service providers and partners of the customer.

* No processing is carried out with regard to payment data and corresponding verification documents or storage by M-TRIBES GmbH. Only the last four digits and the type of the deposited credit card are visible to M-TRIBES GmbH - if applicable.

Annex 2 - Subcontractor

For the processing of data on behalf of the Customer, the Contractor uses the services of third parties who process data on his behalf ("subcontractors").

These are the following companies:

Company	Contact details, summonable address	Service description
AWS	Amazon Web Services Inc. 410 Terry Avenue North, Seattle, WA 98109-5210, USA. (Processed in EU, Frankfurt GER))	Hosting
Google LLC	Amphitheatre Parkway, Mountain View, CA 94043, USA (Processed in EU)	Data Center & Services
Heroku	Salesforce Tower, 415 Mission Street, 3rd Floor, San Francisco, CA 94105, USA (Processed in EU)	Datacenter (w/ managed services)
Cloudflare	101 Townsend St., San Francisco, CA 94107, USA	Content Delivery Network
MailJet	13-13 bis, rue de l'Aubrac, 75012 Paris, France	Mailing

Raintank, Inc. dba Grafana labs	29 Broadway, Penthouse, New York, NY 10006, USA	Cloud Security
Sentry	132 Hawthorne St San Francisco, CA 94107, USA	Monitoring and error tracking
Stripe	C/O A&L Goodbody, Ifsc, North Wall Quay, Dublin 1, Ireland	Payment
Pusher	Pusher Limited, 160 Old Street, London, EC1V 9BW, UK	Realtime data transfer
AppSignal	P.O. Box 10212, 1001EE Amsterdam, Netherlands	Performance Monitoring
Segment	15th St, San Francisco, CA 94103, USA (Processed in EU West)	Data analysis
Fly.io, Inc.	2045 W. Grand Ave Ste B, Chicago, Illinois, USA	Hosting Provider, PDF Generation
Make.com (Celonis SE)	Theresienhöhe 12 80339 Munich Germany	Low Code Automations
Vonage Holdings Corp.	101 Crawfords Corner Road, Suite 2416, 4. Etage, Gebäude Nr. 2, Holmdel, New Jersey 07733, USA.	Masked Communications

Annex 3 - TOMs

Annex TOM to the agreement on data processing by order pursuant to Art. 28 GDPR

Date of creation: 01.10.2017

Date of last change: 17.09.2024

Information about the contractor	
Company	<i>M-TRIBES GmbH dba. MotionTools Am Sandtorkai 32 c/o Logistics Hub 20457 Hamburg office@motiontools.com</i>

Legal representative	<i>Mr Patrick Arle, Mr Marian-Max. Martens Am Sandtorkai 32 c/o Logistics Hub 20457 Hamburg office@motiontools.com</i>
Data protection officer	<i>We have appointed a data protection officer for our company: Mrs. Jasmin Loeffering LITC - Loeffering IT Consulting Verdener Landstraße 4 31623 Drakenburg Mail: dataprivacy@motiontools.com</i>

1. Access control to premises and facilities where data are processed

M-TRIBES GmbH guarantees the following technical or organizational measures for access control, in particular for the legitimation of employees authorized to access:

Access to own business premises (if applicable) and sensitive areas is granted to M-TRIBES employees and authorized third parties via a digital key authorization system. Authorized employees and third parties can enter the business premises with personalized access data using an electronic lock cylinder/app combination. Access to sensitive areas is restricted exclusively to the few employees working there.

Since 2020, M-TRIBES GmbH partially operates as a decentral organization as well, with employees also working remotely to a large extent. Therefore this TOM extends to the scope of HomeOffice or "Telearbeit" of employees if applicable.

2. Access control

M-TRIBES GmbH guarantees the following measures regarding user identification and authentication:

Access to the IT systems is restricted to the respective area of activity by means of a defined user ID and password procedure (user master record), which meets the corresponding complexity requirements (consisting of special characters, minimum length 12 characters, upper and lower case letters). This also applies to M-TRIBES access to the customer partner portal.

The automatic blocking of end devices used, such as PCs and notebooks, is activated and can only be lifted by the authorized user using the aforementioned password procedure.

All systems used are protected against unauthorized access by suitable firewalls and the storage media used are encrypted.

3. Access control

M-TRIBES GmbH implements the following measures for access control:

The allocation and administration of unique access authorizations is strictly task-oriented and takes place via an authorization protocol. Assigned authorizations are differentiated at regular

intervals (profiles, roles, transactions and objects), checked and their possible cancellation is tracked. This also applies to access (accesses) to customer partner portals and any customer drives. Only server storage is performed. The number of administrators is limited by M-TRIBES to a necessary extent. M-TRIBES GmbH shall ensure the proper destruction of data if needed.

4. Transfer control

M-TRIBES GmbH ensures the following measures during transport, transfer and transmission, as well as storage on data media:

All notebooks used by M-TRIBES GmbH and its employees are encrypted and only company-owned encrypted storage devices are used, if any. The use of USB sticks etc. is generally prohibited by instruction. The destruction of technical data carriers is carried out by certified special waste disposal companies. Any offline work files (notebooks, etc.) are only available on encrypted data carriers.

5. Input control

M-TRIBES GmbH ensures the following measures for subsequent verification whether and by whom data has been entered, modified or removed (deleted):

Entries are only possible after explicit user identification. Entries are logged. Forms from which data has been transferred to automated processing are archived. The assignment of rights to enter, change and delete data is based on an authorization concept.

6. Order control

M-TRIBES GmbH depicts the following measures for the clear demarcation of competences between the Customer and the contractor:

The selection of the contractor is carried out and formalized with the highest degree of care. M-TRIBES guarantees a regular review of the execution of the contract, especially with regard to data-sensitive contract components.

7. Availability control

M-TRIBES GmbH implements the following measures to secure the collected data (physical and logical):

M-TRIBES guarantees a sufficient backup procedure by selecting suitable cloud partners. Suitable partners must ensure uninterruptible power supply (UPS), as well as appropriate surge protection and data backups redundantly and separately. An emergency plan is maintained. M-TRIBES provides sufficient virus protection and firewalls.

8. Separate processing of data

M-TRIBES GmbH guarantees the following measures for separate processing (storage, modification, deletion, transmission) of data with different purposes:

The collected data and information in the database can be divided into a demonstrably logical separation, in a multi-Customer architecture according to purpose (e.g. functionality and function). Furthermore, information in the database can be stored in different, normalized tables. Proper access by user profile is explicitly restricted as appropriate. The applications used to access the database are only allowed for authorized accounts. Interfaces, batch

processing and reports are designed for a specific purpose / function and are therefore processed separately.

9. Separation control

M-TRIBES GmbH ensures that all data is stored with differentiated access rights, separated by Customer (internal multi-Customer capability).

For internal purposes (e.g. development, test, production, backups etc.) M-TRIBES uses separate systems with their own data structure, as well as appropriate encryption procedures.