

# Data processing Agreement

between – Person Responsible –

hereinafter referred to as "Client (AG)"

and – Data processing Company –

newclicks UG (haftungsbeschränkt) & Co. KG · Außenwall 6 · 47495 Rheinberg

im folgenden „Auftragnehmer (AN)“ genannt

– hereinafter referred to as "contractor (AN)"– .

## Preamble

This Agreement governs the rights and obligations of the Parties, with regards to the processing of personal data by the Contractor on behalf of the Client. According to the wishes of the Parties, and especially the Client, this Agreement contains the written mandate for order processing within the scope of Article 28 of the 2016/678 (EU) Regulation - General Data Protection Regulation (GDPR). The parties also agree that the rules and the 2016/678 (EU) Regulations of the European Parliament and of the Council of April 27th, 2016 on the protection of individuals in the processing of personal data, on the free movement of goods and on the repeal of Directive 95/46 / EC (GDPR), to which this data protection agreement refers, should also be used for the purposes of implementing this data protection agreement by May 25, 2018, provided that this does not conflict with the applicable law. This covers all activities related to the main agreement concluded between the parties and during which the Contractor, employees of the Contractor or agents employed by the Contractor have access to the Client's personal data. The Client has sole control over this data.

## § 1 Subject and duration of the Contract

1. The purpose for the Contract esnues from

Offer number

about online betting game from

and acceptance of offer

(hereinafter referred to as the main contract) being referred to here.

2. The duration of the Contract is based on the term of the main Contract/service agreement. The client can terminate the Contract at any time without notice, if there is a serious breach, by the Contractor, of the data protection regulations to be applied or of obligations from this Contract; the Contractor cannot or does not want to carry out instructions from the Client; or the Contractor fails to grants access to the client or competent supervisory authority, in breach of contract.

## § 2 Specification of the content of the Contract

1. The provision for the contractually agreed data processing shall take place exclusively in a member state of the European Union or in another state which is a party to the Agreement on the European Economic Area.

Any relocation to a third country outside the EU requires the prior consent from the Client and may only take place if the special requirements of Art. 44 to 49 GDPR are met.

If, in order to fulfil the above-mentioned conditions, the parties agree on the standard contractual clauses in accordance with the Commission decision of June 5, 2021 on standard contractual clauses for the transfer of personal data to processors in third countries according to Directive 95/46 /EC of the European Parliament and the Council or a version replacing this decision, the provisions of the standard contractual clauses take precedence over those of this Data Protection Agreement in the event of contradictions.

## 2. Type of data

The processing of personal data is subject to the following types/categories of data:

- Customer master data (Name and Surname)
- Communication data (e.g. telephone number, email)
- Contract billing data
- User data (tip event, nickname, email)

## 3. Categories of persons concerned

The categories of persons concerned:

- Clients
- Subscribers
- Employees, players, users

## § 3 Quality assurance and other obligations of the Contractor

The Contractor shall process personal data only within the framework of the Agreements made and/or in compliance with any additional instructions given by the Client. Exceptions to this are legal regulations, which may oblige the Contractor to process them in another way. In such a case, the Contractor shall notify the Client of these legal requirements before processing, unless the law in question prohibits such notification on the grounds of a great public interest.

In addition to compliance with the provisions of this Contract (agreement), the Contractor has legal obligations in accordance with Art. 28 to 33 of the GDPR; In this respect, it shall particularly ensure to the compliance with the following requirements:

**a)** The written order of a data protection officer who carries out his duties in accordance with Articles 38 and 39 of the GDPR.

As the Contractor's data protection officer,  
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Orders that the client must be immediately informed of a change in the data protection officer.

**b)** The maintenance of confidentiality in accordance with Art. 28 para. 3 sentence 2 lit. b; and Art. 29, 32 para. 4 of the GDPR. The Contractor shall only use employees who have been committed to confidentiality in writing, and who have previously been familiarized with the relevant data protection provisions. This obligation of the employees must be proven to the Client, upon request. The Contractor and any person subordinate to the Contractor who has access to personal data may only process this data in accordance with the instructions from the Client, including the powers granted in this Contract, unless they are legally obliged to process them.

**c)** The implementation and compliance with all technical and organizational measures required for this Contract, in accordance with Art. 28 para. 3 sentence 2 lit. c as well as data security (see § 4) according to Art. 32 of the GDPR. Details of this are regulated in Appendix 1.

**d)** The cooperation with the supervisory authority in fulfilling the tasks of the Contractor.

**e)** The immediate information of the Client about control actions and measures of the supervisory authority, insofar as they relate to this Contract. This shall also apply where a competent authority, in the course of administrative or criminal proceedings, investigates the processing of personal data in connection with the Contract processing at the Contractor.

**f)** The provision of support to the Client to the best of its ability, insofar as the Client is in turn subjected 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 another claim in connection with the Contract processing by the Contractor.

**g)** The verifiability of the technical and organizational measures taken against the Client within the scope of his control powers.

**h)** The contractual processing of all agreed measures. Any further processing/use of the data material for purposes other than the contractual purpose, or a transmission to third parties is expressly excluded, unless otherwise agreed in writing.

**i)** The Contractor's assurance that the data material being provided it shall not be copied onto data carriers or in any other way and will not be made accessible to third parties, unless the Client has given an express written consent.

**j)** The assurance not to correct, delete or restrict the processing of data processed in this Contract, except after the receipt of documented instructions from the Client. Insofar as the person concerned contacts the Contractor directly in this respect, the Contractor shall immediately forward this request to the Client.

**k)** The obligation to immediately report violations of personal data to the Client. The Contractor is aware that as of May 25, 2018, the Client may be required to report under Article 33 of the GDPR, which provides for notification to the supervisory authority within 72 hours of becoming known.

**l)** The obligation to support the Client in the context of his duty to provide information to the person concerned and to provide him/her with all relevant information in this context without delay.

**m)** The support of the client for his/her Privacy Impact Assessment.

**n)** The support of the client in previous consultations with the supervisory authority.

**o)** Participation in the creation of the procedural directories or directories of processing activities by the Client. The Contractor must provide the Client with the information required in a suitable manner.

## § 4 Data security / Technical and Organizational measures

- 1.** The contractor must protect the data material provided to it from unauthorized access and handling via appropriate technical and organizational measures, in accordance with Art. 32 of the GDPR. In particular, the data and systems are to be protected against unauthorized or accidental destruction, accidental loss, technical errors, falsification, theft, unlawful use, unauthorized access and entry, as well as unauthorized modification, copying, removal, transfer, access and other unauthorized processing. The Contractor must also ensure that appropriate measures are put in place to quickly restore the availability and access to personal data in the event of technical incidents, and to enable the verification of the effectiveness of the technical and organizational measures taken.
- 2.** The Contractor shall ensure that the data provided to him in the context of data processing are strictly separated from other databases. Data carriers that are made available to the Contractor by the Client must be specially marked. The receipt and emission of the data carriers must be documented.
- 3.** Before the commencement of data processing, the Contractor must create a security concept with the measures taken and hand it over to the Client. The documentation of the measures is attached to this Data Protection Agreement as Appendix 1.
- 4.** The technical and organizational measures to be taken by the Contractor are subject to constant updating and adaptation, in accordance with the technical and organizational development. Any significant changes to the technical and organizational measures must be reported to the Client.

## § 5 Sub-contractual relationships

- 1.** Subcontracting relationships within the scope of this provision are to be understood as services directly related to the provision of the main service.
- 2.** This does not include ancillary services that the Contractor uses, e.g. as telecommunications services, postal / transport services, purely technical maintenance of the infrastructure 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.

The Contractor is, however, obliged to take appropriate and legally compliant contractual agreements and control measures to ensure the data protection and data security of the Client's data, even in the case of outsourced ancillary services.

**3.** The Contractor may only commission subcontractors (other contract processors) with the prior express written or documented consent from the Client. The Contractor will list all sub-contractual relations that are already existent at the time this Contract was being concluded, in Appendix 2 of this contract. Changes in subcontractors are permitted, changes in sub-contractual relations (contract processors) must be notified to the Client in due time. The Contractor must carefully select the subcontractor and verify before commissioning that the subcontractor can comply with the agreements made between the Client and the Contractor. In particular, the contractor must check in advance and regularly during the contract period that the subcontractor has taken the technical and organizational measures required to protect personal data, in accordance with Article 32 of the GDPR. The Contractor is obliged to have the subcontractor confirm that he/she has appointed an operational data protection officer. In the event where no data protection officer has been appointed by the subcontractor, the Contractor must notify the Client of this.

**4.** The contractor shall ensure that the regulations agreed in this Contract and any additional instructions from the Client also apply to the subcontractor. The Contractor must regularly check the subcontractor for compliance to these obligations.

**5.** The Contractor must conclude an order processing contract with the subcontractor which complies with the requirements of Art. 28 of the GDPR. In addition, the contractor must impose the same data protection obligations on the subcontractor, as those that are established between the Client and the Contractor. A copy of the order processing contract is to be sent to the Client upon request.

## § 6 Client's Rights of Control

- 1.** In consultation with the Contractor, the Client has the right to carry out inspections or to have them carried out by auditors to be appointed in individual cases. He/she has the right to be convinced of the Contractor's compliance with this agreement in his business operations by means of random checks, which are generally to be notified in a timely manner. He/she must be granted access to premises, systems and documents to which the order processing relates.
- 2.** The Contractor shall ensure that the Client gets convinced of its compliance with the obligations according to Art. 28 of the GDPR. The Contractor undertakes to provide the Client with the necessary information upon request and, especially, to demonstrate the implementation of the technical and organizational measures.

## § 7 The Client's authority to issue instructions

The Contractor must immediately inform the Client, if it believes that an instruction violates data protection regulations. The Contractor is entitled to suspend the execution of the relevant instruction until it is confirmed or amended by the Client. The person authorized to issue instructions on behalf of the Client is the signatory and/or his representative.

## § 8 Deletion and return of personal data

- 1.** Copies or duplicates of the data will not be made without the knowledge of the Client. This does not apply to backup copies, insofar as they are necessary to ensure proper data processing, as well as data that are necessary to comply with statutory retention requirements.
- 2.** After completion of the contractually agreed work or even earlier, upon request by the Client –at the latest upon termination of the service agreement - the contractor must hand over to the client all documents, processing and usage results and data stocks that have come into its possession and are connected with the contractual relationship, or destroy them in accordance with data protection regulations after prior consent. The same applies to test and reject material. The log of the deletion must be submitted upon request. In the case of electronic data, the processing and usage results or databases are transferred in a format to be agreed by the Parties.

**3.** Documentation that serves as proof of orderly and proper data processing shall be kept by the Contractor in accordance with the respective retention periods, beyond the end of the contract. The Contractor could hand them over to the client at the end of the contract to relieve themselves.

**4.** The Contractor has no right of retention for the data provided or collected or processed by the Contractor, in the context of this contractual relationship, as well as the corresponding data carriers.

**5.** The Contractor must conclude an order processing contract with the subcontractor that meets the requirements of Art. 28 of the GDPR. In addition, the Contractor must impose the same data protection obligations on the subcontractor, as those established between the Client and the Contractor. A copy of the order processing contract is to be sent to the Client upon request.

## § 9 Liability

The liability of the parties is governed by Art. 82 GDPR. There are no limitations of liability. Any liability of the Contractor towards the Client for breach of obligations arising from this contract or the main contract shall remain unaffected by this.

## § 10 Final provisions

**1.** Documentation that serves as evidence of orderly and proper data processing must be kept by the Contractor in accordance with the respective retention periods, beyond the end of the Contract.

**2.** If the customer's data is endangered by measures taken by third parties from the Contractor, such as attachment or confiscation, bankruptcy or settlement proceedings or other events, the Contractor must immediately inform the Client.

**3.** Amendments to this agreement and its annexes as well as ancillary agreements should be made in writing. This also applies to any change to this written formal requirement.

**4.** In addition to the provisions of this Agreement, the provisions of the main Contract, if any, shall equally be consulted. In the case of conflicting regulations, the provisions of this data protection agreement shall take precedence.

**5.** German law applies. The place of jurisdiction is Rheinberg.

Rheinberg,

Spring 2026

Contractor

newclicks UG [haftungsbeschränkt] & Co. KG

Signature



Richard Zelzer



Andreas Feldmann

Client

Signature

**Appendixes**

Appendix 1: Description of technical-organizational measures

Appendix 2: Subcontractors

## Appendix 1 / Technical-organizational measures

See Document: newclicks\_TOM\_en.pdf

The relevant evidence of the technical and organizational measures of the subcontractors listed in Appendix 2 shall also apply.

See Document: gridscale\_TOM\_en.pdf

## Appendix 2 / Subcontractor

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