Contract
on technical and customer support in the context of the services of Riddle Technologies AG

between

_____

_____

Name and email of the person authorized to give instructions and receive notices:

_____

- hereinafter referred to as the client -
and
Riddle Technologies AG, Lenaustr. 1, 66125 Saarbruecken, Germany
- hereinafter referred to as the contractor -

§ 1 Subject of the contract

(1) The subject of the contract is technical and customer support in the context of the *use of the contractor's service, specified in more detail in the service contract between the client and the contractor of _____ (enter date when subscription was purchased). Under certain circumstances, the contractor may obtain knowledge of the personal data of the customers of the client.*

(2) The contractor therefore processes (in the broadest sense) personal data of the client. The subject matter of the contract is therefore commissioned data processing. The parties agree that the provisions of the EU General Data Protection Regulation (GDPR), in particular the rules on commissioned data processing are applicable to this contract. The contractor declares that it is able to properly perform the services provided in accordance with Art. 28 GDPR.

(3) The contract regulates the data protection measures within the meaning of Art. 28 GDPR and the rights and obligations of the client and the contractor to fulfil the data protection requirements.

§ 2 Duration, duration of the contract

(1) The duration of this contract is linked to the duration of the service contract.
The possibility of termination without notice remains unaffected.

§ 3 Categories of data subjects

(1) The data processing concerns the following categories of natural persons:
    a. The client itself and its employees who use the services of the contractor to create interactive content.
    b. Customers of the client who interact with the created content.

§ 4 Types of personal data

(1) The subject of the collection, processing and/or use of personal data are the following data types/categories:
    a. Name, address, IP address of the registered user who uses the services of Riddle.com under the

           client's account to create interactive content.

b. Data of customers of the client, which is entered into embedded forms or free text fields in the created interactive content.

§ 5 Place of processing

(1) The data processing takes place exclusively in the territory of the Federal Republic of Germany or within the European Union or the states of the European Economic Area. Processing in other states is only permitted with the prior consent of the client and only if an adequacy decision of the EU Commission pursuant to Art. 45 (3) GDPR is present or other suitable guarantees pursuant to Art. 46 para. 2 GDPR ensure an appropriate level of data protection. The contractor shall provide proof of the existence of the guarantees and an adequate level of protection. The proof can be provided by submitting a corresponding certificate from an accredited certification body in accordance with Art. 43 GDPR. The contractor undertakes to ensure compliance with the guarantees and an adequate level of protection. The client reserves the right to check the existence of the guarantees and the maintenance of an adequate level of protection as part of its audit and control rights at any time.

§ 6 Audit and control rights of the client

(1) The client is solely responsible for the assessment of the admissibility of the processing of personal data and for the execution of the rights of the persons concerned. In the case of commissioned data processing, the client works in accordance with Art. 28 para. 1 sentence 1 GDPR only with contract processors who provide sufficient guarantees that suitable technical and organisational measures have been set up to fulfil the requirements of the GDPR.

(2) The client is accordingly obliged and authorised, prior to the start of data processing, at its discretion, and repeatedly thereafter, to monitor, after prior consultation and during normal business hours, compliance with the provisions on data protection and contractual agreements to the required extent, in particular the technical and the organisational of the contractor.

For this purpose, the client is authorised to request written information and the presentation of proof of the data protection measures put in place and the way in which they are technically and organisationally implemented, to enter the premises and facilities of the contractor, to carry out examinations and inspections at its discretion, and to inspect, to the extent necessary, processing-relevant documents, processing and process logs, systems and stored data, as well as regulations, guidelines and manuals for the regulation of the commissioned data processing. This also includes proof of the appointment of a data protection officer, the obligation of employees to maintain confidentiality and technical and organisational concepts, e.g. data protection manual, relevant procedures and contracts with subcontractors. The same rights are also possessed by agents of the client, e.g. appraisers or experts, insofar as they are particularly obliged to secrecy subject to punishable professional secrecy obligations.

(3) The rights of the client exist during the term of this contract and beyond until expiry of the limitation period for claims arising from this contract, but at least as long as the contractor stores personal data from the commissioned processing.

(4) The inspection shall place after prior notification. In special cases, especially if there are processing problems, reportable incidents have occurred or regulatory measures are pending or have been initiated, the inspection can also be carried out without prior notification.

§ 7 Instructional authority of the client

(1) The processing of the data takes place exclusively within the framework of the agreements made and according to the instructions of the client. The client reserves the right to give instructions in the form of individual instructions regarding the type, scope and procedure of the data processing as well as about changes in the processing. The instructions shall relate in particular but not exclusively to data-protection-compliant order processing and other actions to ensure a lawful order processing. The instructions shall be given in writing, in letter form or in any other suitable electronic format. Verbal

instructions shall immediately be confirmed in writing, in letter form or in an electronic format. The instructions shall be kept for the duration of the contract, but at least for the duration of their validity.

The contractor shall inform the client immediately if it believes that an instruction violates the GDPR or other data protection regulations. The contractor may suspend the execution of the instruction until confirmed by the client. The client is liable for unlawful instructions and indemnifies the contractor in this respect from claims for damages and other claims.

The person allowed to give and receive instructions and notices for the client is listed on page 1 of this agreement.
The recipients of the instructions to the contractor are: Boris Pfeiffer, boris@riddle.com
Changes to the person authorised to give instructions or instruction recipients are to be reported immediately.

(2) Changes to the processing subject and procedural changes must be agreed and documented together.

§ 8 Obligations of the contractor
(1) Processing obligations
The contractor shall carry out the contract only within the framework of the agreements made and according to the instructions of the client. The contractor shall not use the data for any other purposes and in particular is not entitled to pass it on to third parties.

Excerpts, copies or duplicates of data or data carriers may only be produced and used without the knowledge of the client, as far as this is necessary for the execution of the contract or to ensure proper data processing or a legal or other storage obligation exists. Extracts, copies or duplicates that may have been made are to be deleted immediately after the processing or use has been completed by the contractor, or destroyed or handed over to the client.

Decisions significant for security regarding the organisation of the data processing and the applied procedures must be agreed with the client. Information to third parties or the data subject may not be given by the contractor or only on the instructions of the client. Information given to employees of the client by the contractor may only be given to authorised persons.

The contractor undertakes to use only software, data or data carriers which have been reliably tested for freedom from harmful software in order to prevent viruses from being introduced.

(2) Tacit duties in the event of inspections
The contractor undertakes to prove compliance with the technical and organisational measures taken during inspections by the client, to provide information and to submit the relevant documents or allow inspection of the required documents and systems, and to tolerate and support the execution of appropriate inspections by the client on site after prior agreement. The contractor undertakes to provide all necessary information in the event of data protection and data security incidents and, if possible, to support the investigation of such incidents.

Proof of adequate technical and organisational measures may also be provided by the submission of certificates or by certification or data protection audit by an independent institution or an authorised expert. Regardless of this proof, the contractor is obliged to tolerate the execution of inspections by the client in accordance with Art. § 6 of this contract.

(3) Information requirements
The contractor is obliged to notify the client of any significant changes in the technical and organisational conditions which reduce the security and regularity of the execution of the contracted services.

The contractor shall inform the client about inspections by the supervisory authority for data protection, in particular in accordance with Art. 58 GDPR, and on possible measures and requirements for the protection of personal data.

The contractor undertakes to provide the client, upon request, with the information necessary to safeguard its obligation

to inspect the commissioned processing and to make the corresponding proof available. The contractor shall inform the client immediately about the expiry or the revocation of certificates or measures in accordance with Art. 41 para. 4 GDPR.

The contractor shall inform the client of the name and contact details and changes in the person of the company data protection officer or, if there is no obligation to appoint a data protection officer, the name and contact details of the other competent authority.

(4) Participation and support obligations
The contractor undertakes, within the framework of Art. 28 para. 3 let. e and f GDPR to make the information required for the recording of the processing activity, risk identification and possible impact assessment immediately available and, as far as its area of responsibility is concerned, to participate to the extent necessary in the identification of risks and any impact assessment, and to support the client in the execution of the rights of data subjects.

(5) Organizational obligations
The contractor undertakes to set up measures and documentation that enable the control and traceability of all activities and processing processes related to commissioned processing in terms of contract monitoring and the regularity of data processing. Data protection incidents and other security-relevant disruptions to processing, including their effects and the remedial measures taken, must be documented and reported to the client. The documentation must be made available to the client without delay.

The client is informed that some of the contractor's processing may be carried out from private homes or from a third location. The contractor undertakes to ensure the confidentiality of the data and the security and controllability of the processing to the same extent as is the case with the performance of the service from the location of the contractor through appropriate arrangements and safeguards. Should this be waived, this requires a separate written consent of the client.
The contractor guarantees that, pursuant to Art. 37 let. b and c GDPR in connection with § 38 Data Protection Adaptation and Implementation Act, a data protection officer has been appointed, and the data protection officer monitors compliance with the data protection regulations in a suitable manner.

§ 9 Preservation of confidentiality and other secrets
(1) Personal and other data or information disclosed to the contractor in the course of the performance of this contract may be used by the contractor only for the purpose of the contracted service. The contractor undertakes to maintain the confidentiality and integrity of the personal data and to treat all personal data and other internal company circumstances, data and information (trade secrets) that become known to it in connection with the takeover and processing of the contractor as confidential; the contractor also undertakes to obligate the employees active under this contract, and for the period beyond expiry of the contract, in writing to maintain confidentiality and to instruct them about the data protection obligations arising from this contract, the requirement that the processing of data be done on the instruction of the client, and the earmarking of the data for specific purposes. This confidentiality obligation also applies beyond the termination of the contractual relationship.

(2) The contractor confirms that it is aware of the relevant data protection regulations. The contractor guarantees that it will only employ its own personnel to carry out the work and will familiarise the employees responsible for the execution of the contract with the relevant data protection provisions and will provide them with regular training.

(3) The contractor undertakes to safeguard all other secrets, insofar as these are relevant for processing, such as social secrecy, the secrecy of telecommunications and other professional secrets pursuant to Art. § 203 StGB, and to obligate and instruct its employees to ensure the preservation of these secrets.

(4) The contractor is obliged to keep secret all knowledge gained in the context of the contractual relationship regarding administrative access data and data security measures of the client and in no case to bring it to the attention of third parties. The contractor may only make use of the access rights granted to it to the extent necessary for the execution of

the data processing. The obligation to maintain confidentiality and other secrets also applies beyond the termination of this contract.

§ 10 Subcontracting

(1) Involvement of subcontractors listed in addendum 2 is permitted with the execution of this agreement. Involvement of additional subcontractors, not listed in addendum 2 is only permitted if the client has given written consent prior to awarding the contract. The client may revoke consent to subcontracting if there is an important reason, in particular in the case of a breach of law or contract. Subcontracting is in this event to be stopped immediately. The contractor shall design the contractual agreements with the subcontractor in such a way that they comply with the data protection provisions of this contract. The contractor must regularly check compliance with these obligations. The transfer of data to the subcontractor is only permitted if a contract has been concluded under these conditions and the subcontractor has fulfilled all the requirements of this contract.

    a. The subcontractors listed in appendix 2 shall only be used by the contractor in the context of technical and customer support. Data of the customer of the client shall neither be stored nor processed by the subcontractors mentioned below. The subcontractors named above shall support communication and accounting between the contractor and client with their respective services.

    b. If the client is not a legal entity, a contractual agreement corresponding to this commissioned processing contract shall be made separately with the subcontractors listed in appendix 2 in order to comply with the requirements of Art. 28 IV p. 1 GDPR.

(2) In subcontracting, the subcontractor shall be subject to the same contractual provisions as apply to the contractor. The client shall be granted the same authority of instruction, control and review by the subcontractor as applies to the contractor pursuant to this contract and to Art. 28 GDPR. This also includes the right of the client to obtain from the contractor on written request information about the essential content of the contract and the implementation of the data protection obligations in the subcontractual relationship, if necessary by inspection of the relevant contract documents.

(3) Subcontractual relationships within the meaning of this regulation shall not be understood as those services which the contractor uses as an ancillary service from third parties to assist in the performance of the contract. These include, for example, telecommunications services, maintenance and user service, cleaners, inspectors or the disposal of data carriers. However, the contractor is obliged to make appropriate and legally compliant contractual agreements and to take control measures to ensure the protection and security of the data of the client, even in the case of externally assigned ancillary services.

(4) An assignment of subcontractors outside the territory of the Federal Republic of Germany or the European Union or the states of the European Economic Area shall only be permitted with the prior consent of the client and only insofar as an adequacy decision of the EU Commission pursuant to Art. 45 para. 3 GDPR or other suitable guarantees pursuant to Art. 46 para. 2 GDPR ensure an appropriate level of data protection. The provisions of § 5 of this contract also apply to the commissioning of subcontractors.

§ 11 Notification obligations in the case of disturbances and data protection breaches

(1) In the event of a disturbances of processing or a breach of data protection, the contractor shall promptly take all appropriate and necessary measures to safeguard the data and to reduce any damage for the data subject and for the client.

(2) The contractor undertakes to inform the client immediately about breaches of regulations for the protection of personal data or against the provisions made in this contract. This also applies in the event of serious disruptions to operations, suspected breaches of other personal data protection regulations or other irregularities in the handling of personal data of the client, which may have an impact on the data subjects or the client or cause damage. In particular, data protection breaches include the loss of confidentiality and the loss or destruction or falsification of the data of the client or other confidential information within the meaning of this contract.

(3) The notification to the client shall contain all information necessary for the client to assess the incident and its obligation to notify the supervisory authority and obligation to notify the data subject pursuant to Art. 33 and 34 GDPR and, if necessary, to notify the supervisory authority and in due time if necessary, to be able to inform the data subjects. In particular, the notification to the client shall contain information on the nature of the incident and the breach of personal data protection, a description of the probable risks to the interests, the fundamental rights and freedoms of the data subjects and a description of the measures already taken to remedy or reduce potential damage or other risks for the data subjects and the client.

(4) The contractor shall document the incident and support the client in the fulfilment of its duty to report and inform according to. Art. 33 and 34 GDPR and undertake all measures falling within its area of responsibility to reduce adverse consequences for data subjects and to clarify the incident and its consequences. This also applies after termination of the contractual relationship.

§ 12 Rights of data subjects

(1) The client is solely responsible and culpable for safeguarding the rights of the persons concerned. The contractor may only execute the rights of data subjects according to the instructions of the client. However, the contractor shall support the client in the fulfilment of inquiries and   claims of data subjects.

(2) Inquiries from data subjects regarding their rights and requests for information, correction or deletion of data shall be immediately forwarded by the contractor to the client for settlement. Information may be issued to third parties only in accordance with the instructions of the client or must be forwarded to the client for execution. Likewise, information may not be issued directly to employees of the client but only through the agreed contact persons.

§ 13 Technical and organizational measures

(1) The contractor shall guarantee a level of protection of the personal data, which is adequate given the the risk to the rights and freedoms of the data subjects. To this end, the contractor undertakes to design and constantly updated its internal organisation and the necessary technical and organisational measures, taking into account the state of the art, implementation costs and the nature, scope, circumstances and purposes of the processing and the different likelihood and severity of the risk to the rights and freedoms of the data subjects so that they meet the special requirements of data protection according to the GDPR and ensure the protection of the rights of the data subjects.

The technical and organisational measures include the following in particular:
a)   Permanently ensuring the confidentiality, integrity, availability and resilience of systems and services related to the processing of data;
b)   The rapid restoration of availability of and access to personal data in the event of a physical or technical incident; and
c)   The introduction and maintenance of procedures for the regular review, evaluation and assessment of the effectiveness of technical and organisational measures to ensure the security of processing.

(2) The contractor guarantees compliance with the measures and regulations specified in addendum 1. These measures are considered agreed and the description of the measures becomes part of this contract.

(3) The technical and organisational measures are subject to technical progress and further development. In that regard, the contractor is permitted to implement alternative adequate measures. In doing so, the security level of the specified measures must not be undershot. Significant changes must be documented.

(4) The contractor may prove the suitability of the technical and organisational measures to be taken pursuant to Art. 32 GDPR   by the upholding of codes of conduct pursuant to Art. 40 GDPR or a data privacy seal or inspection mark according to Art. 42 GDPR, which is granted for the contractual processing methods and locations and is relevant for the processing procedures covered by this contract. The contractor must immediately notify the client of any changes to the

certification or its expiry. The control and audit rights of the client remain unaffected.

§ 14 Procedure after completion of the contract

(1) After completion of the processing, and at the latest after the termination of this contract, the contractor shall turn over to the client all documents and produced work results or use results or personal or other confidential data produced or copied relating to the contractual relationship for the performance of the service or, in agreement with the client, to destroy such material in accordance with data protection law or to delete it securely. Test and reject material must be destroyed immediately in accordance with data protection law or handed over to the client. This obligation applies equally to any subcontractors. Data whose deletion is not possible due to technical reasons, or whose deletion would require a disproportionate effort, and data of which copies are necessary to prove the correctness of the data processing or to fulfil liability and warranty claims remain unaffected.

(2) For such data, processing shall be restricted pursuant to Art. 18 GDPR. The data may be kept by the contractor in accordance with the respective retention periods beyond the end of the contract and must be securely deleted at the end of the retention period. The client shall be informed about the type and extent of this stored data. The contractor may hand over this data to the client for discharge at the end of the contract.

(3) After conclusion of this contract, the contractor shall confirm in writing to the client the secure deletion or the secure destruction of all documents in its possession.

§ 15 Contract term, termination

(1) The contract may be terminated by both parties with a notice period of 30 days to the end of the month.
The client may terminate the contract at any time without notice if there is a serious breach by the contractor or a subcontractor of data protection regulations or of this contract, the contractor or a subcontractor does not comply with a mandate of the client, or a contractor or the subcontractor does not allow an appropriate data protection inspection.

(2) Termination of the contract can only be done in writing.

§ 16 Effectiveness of the contract <Severability clause>

(1) Should individual parts of this agreement be invalid, this does not affect the validity of the remaining contract.

§ 17 Liability

(1) Liability is subject to the provisions of Art. 82 GDPR.

§ 18 Applicable law and jurisdiction

(1) The law of the Federal Republic of Germany applies excluding the UN sales law.

(2) The place of jurisdiction for all disputes arising out of or in connection with this contract and data protection-relevant disputes is Saarbrücken, Germany.
Legal regulations on exclusive responsibilities remain unaffected.

§ 19 Confidentiality agreements, defence against claims

(1) Should confidentiality agreements concluded with the client conflict with defence against claims, the contractor shall be released from the contractually agreed confidentiality obligation in this case.
(2) The same applies to details concerning data processing as well as details of the instructions issued by the client.

_____ (Place) _____(Date)   Saarbrücken, _____

Client Signature/Stamp   Contractor Signature/Stamp

Appendix 1
Description of the agreed technical and organisational measures

The following technical and organisational measures have been established and are deemed agreed:

1.   Confidentiality (Article 32 (1) (b) GDPR)
•   Entry control
The data is stored on the contractor's servers located in a secure data centre in a locked cage at Telehouse Deutschland GmbH, Frankfurt/Main. Entry to the servers is only granted to persons authorised by the contractor. Entry is secured via electronic entry control.

•   Access control
Access to the servers is secured via electronic access control and secure passwords. External access is via a secure VPN.

•   Usage control
Prevention of unauthorised reading, copying, alteration or removal of personal data within the system is ensured through secure access via VPN, entering a master password to access the administration area and requesting another password to authorise the user.

•   Separation control
Separate processing of data collected for different purposes is ensured by storing customers' data in individual, separate areas in the databases:

2.   Integrity, availability and resilience (Art. 32 para. 1 let. b GDPR)
•   Relay control
Prevention of unauthorised reading, copying, alteration or removal in the case of electronic transmission or transport ensured by encryption of the personal data entered by customers of the client via forms. Only the client has access to the data. Authorised employees of the contractor can only perform reading operations on this data as instructed by the client.

•   Input control
Determining if, when and by whom personal data has been entered, altered or removed from data processing systems is ensured by storing a timestamp on deletion of the data and storing the name of the person deleting.

3.   Availability, resilience and rapid recoverability Art. 32 para. 1 let. b und c GDPR)
•   Availability control
Protection against accidental or wilful destruction of hardware and software or loss of personal data is ensured through daily backups.

4.   Procedure for regular review, evaluation and assessment (Art. 32 para. 1 let. d GDPR)
•   Data protection and data security management
•   Appointment of a company data protection officer
•   Privacy-friendly default settings (Art. 25 para. 2 GDPR)
•   Job control
•   Procedures for monitoring of manufacturing processes, logging, monitoring of maintenance activities, contractual arrangements.

Appendix 2
Subcontractors

Subcontractor, name, address	Commissioned services	Contract start
User.com SP. Z O.O., ul. Grzybowska 87, 00-844 Warsaw, Poland	Operation of the support and communication platform between contractor and client.	September 2020