

# Data Processing Agreement (DPA) for the Use of the beUnity Platform

## Preamble

This agreement specifies the data protection obligations of the contracting parties arising from the contract concluded between the parties (General Terms and Conditions of the Contractor). It applies to all activities related to the contract in which employees of the Contractor or agents commissioned by the Contractor process personal data (hereinafter referred to as "data") of the Client under instruction.

*Version: 1.5, Date: July 18, 2025*

*Note: This is merely a translation of the German version, which serves as the legal basis.*

## Parties

Agreement between the customers of beUnity AG (hereinafter referred to as the “Client”) and beUnity AG, Gattikonstrasse 123, 8136 Gattikon, Switzerland (hereinafter referred to as the “Contractor”) on data processing pursuant to Art. 28 GDPR.

## Subject Matter, Duration, and Specification of Data Processing

1. Details regarding the Contractor’s service are defined in the respective contract between the Contractor and the Client (hereinafter referred to as the “Contract”).
2. The subject and duration of the processing, as well as the type and purpose of the processing, are derived from the contract, unless otherwise specified in Appendix A.
3. The term of this DPA is governed by the term of the contract, unless obligations arising from this DPA extend beyond it.

## Scope and Responsibility

1. The Contractor shall process the data specified in Appendix A on behalf of the Client for the purpose and to the extent specified therein.
2. Instructions are initially set forth in the contract and may thereafter be modified, supplemented, or replaced by the Client in written form or electronic format (text form) to the contact designated by the Contractor (individual instruction). Instructions not provided for in the contract shall be treated as a request for a change in service. Instructions that serve to clarify or specify are not considered changes in service. The same applies to instructions intended to ensure compliance with applicable data protection provisions. Oral instructions must be confirmed promptly in writing or in text form by the Client.

## Obligations of the Contractor

1. The Contractor may process data of data subjects only within the scope of the contract and the Client’s instructions, unless a legally regulated exceptional case applies. The Contractor shall immediately inform the Client if it believes an instruction is unlawful. The Contractor may suspend the execution of such instruction until it is confirmed or amended by the Client.
2. The Contractor shall organize its internal processes in such a way as to meet the specific requirements of data protection. It shall take technical and organizational measures to appropriately protect the Client’s data in accordance with applicable legal requirements. The Contractor shall implement measures that ensure the confidentiality, integrity, availability, and resilience of systems and services related to the processing

on an ongoing basis. The Client is aware of these technical and organizational measures.

3. The measures taken by the Contractor are described in more detail in Appendix B. These technical and organizational measures are subject to technical progress and further development. The Contractor is therefore permitted to implement alternative, adequate measures, provided that the security level of the defined measures is not reduced. Material changes must be documented and communicated to the Client in advance.
4. The Contractor shall support the Client, to the extent agreed, in responding to requests and claims from data subjects as well as in fulfilling data protection obligations.
5. The Contractor ensures that the persons authorized to process data are instructed to process data only in accordance with the Client's instructions. Furthermore, the Contractor guarantees that those authorized to process personal data are bound by confidentiality or are subject to an appropriate statutory duty of secrecy. The obligation of confidentiality/secrecy shall remain in effect even after the termination of the contract.
6. The Contractor shall promptly inform the Client if it becomes aware of or has a specific suspicion of a personal data breach involving the Client's data. The Contractor shall take the necessary steps to secure the data and mitigate possible adverse effects for the data subjects and shall coordinate with the Client without delay.
7. The Contractor shall designate the following contact person for data protection matters arising in connection with the contract: Data Protection Officer of beUnity AG – [datenschutz@beunity.io](mailto:datenschutz@beunity.io)
8. The Contractor ensures compliance with its applicable data protection obligations and maintains a procedure for regularly reviewing the effectiveness of technical and organizational measures to ensure processing security. The Contractor shall correct or delete the contractual data upon instruction by the Client. If deletion or restriction of processing in accordance with data protection law is not possible, the Contractor shall, upon individual instruction by the Client, perform the compliant destruction of data carriers and other materials or return such data carriers to the Client, unless otherwise agreed in the contract. In specific cases determined by the Client, storage or transfer, remuneration, and protective measures shall be separately agreed, unless already regulated in the contract.
9. After termination of the contract, data, data carriers, and all other materials shall be returned or deleted upon the Client's request. If additional costs arise due to deviating requirements regarding data return or deletion, these shall be borne by the Client.
10. In the event that the Client is subject to a claim by a data subject in connection with data processing, the Contractor agrees to assist the Client in defending such claims within its capabilities.

## Obligations of the Client

1. The Client shall immediately inform the Contractor if it detects errors or irregularities in the results of the contract regarding data protection regulations.
2. The Client shall designate the contact person for data protection matters arising in connection with the contract, provided this person differs from those already named by the Client.

## Requests by Data Subjects

1. If a data subject contacts the Contractor with a request for correction, deletion, or information, the Contractor shall refer the data subject to the Client, provided identification of the Client is possible based on the information provided by the data subject. The Contractor shall immediately forward the data subject's request to the Client. The Contractor shall support the Client, as agreed, within its capabilities and upon instruction. The Contractor shall not be liable if the Client fails to respond to, incorrectly responds to, or does not respond in time to the data subject's request, unless the Contractor is at fault in this respect.

## Evidence of Compliance

1. The Contractor shall demonstrate to the Client compliance with the obligations laid down in this DPA by appropriate means. This shall be done in particular through regular self-audits and/or certification (e.g. ISO 27001).
2. If, in individual cases, inspections by the Client or by an auditor appointed by the Client are necessary, such inspections shall generally take place during normal business hours, without disrupting operations, following prior notice and with reasonable lead time. If the auditor appointed by the Client is in a competitive relationship with the Contractor, the Contractor has the right to object.
3. If a data-protection supervisory authority or another governmental authority of the Client conducts an inspection, paragraph 2 shall apply accordingly. No separate confidentiality undertaking is required if the supervisory authority is subject to professional or statutory confidentiality obligations punishable under criminal law in case of violation.

## Subprocessors (Further Processors)

1. The Contractor may engage subprocessors, provided that these subprocessors meet the requirements of this agreement within the scope of their engagement.
2. Before adding or replacing subprocessors, the Contractor shall inform the Client. Such notice must be given at least two months in advance. The Client may object to the change—within this two-month period—for good cause by notifying the Contractor. If no objection is raised within the period, consent to the change shall be deemed granted. This does not apply if a justified data-protection objection exists. If there is an important data-protection reason and no mutually agreed solution can be found between the parties, the Contractor shall be granted a special termination right if it would otherwise be objectively unable to fulfill its contractual obligations.
3. A subprocessor relationship requiring approval exists if the Contractor commissions other processors with all or part of the services agreed in this DPA. The Contractor shall conclude agreements with these third parties as necessary to ensure adequate

data-protection and information-security measures. Subprocessors who do not have access to customer data or do not process customer data are excluded from this section and will therefore not appear in the listed register.

4. The Contractor ensures that with every subprocessor processing personal data on its behalf, a contract pursuant to Art. 28 (4) GDPR or the corresponding provisions of the revDSG is concluded, containing the same data-protection obligations as this agreement.
5. See Appendix C to the DPA – “Approved Subprocessors”

## Duty to Inform

1. If the Client's data at the Contractor becomes endangered through seizure, confiscation, insolvency or composition proceedings, or through other events or measures by third parties, the Contractor shall inform the Client without delay. The Contractor shall immediately inform all parties responsible in this context that the data-protection responsibility and control over the data remain with the Client as the controller.

## Liability

1. The parties shall be liable to each other in accordance with Art. 82 GDPR. The Contractor shall be fully liable for any subprocessors it engages.

## Miscellaneous

1. Otherwise, the provisions of the contract apply. In the event of contradictions between this DPA and the contract, this DPA shall prevail. If individual provisions of this DPA are invalid, the validity of the contract and the remaining provisions of the DPA shall remain unaffected.
2. Appendices A and B constitute an integral part of this DPA.
3. All legal notices, appendices, references, and documents (e.g. Imprint, Privacy Policy, Terms & Conditions, Terms of Use, Data Processing Agreement, TOM) of beUnity AG are available at: <https://beunity.io/en/legal-notice/>

## Appendix

### Appendix A: Description of Personal Data / Data Categories and Description of Categories of Data Subjects

|                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|---------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Subject of the assignment:                        | Processing of personal data of the Client within the scope of its use of the Contractor's services as a SaaS (Software as a Service) provider of the beUnity Community Platform beunity.app.                                                                                                                                                                                                                                                                           |
| Type and purpose of the intended data processing: | The personal data provided by the Client are transferred to the Contractor within the scope of the SaaS services. The Contractor processes these data exclusively according to the agreement concluded (operation of the beUnity Community Platform).                                                                                                                                                                                                                  |
| Type of personal data:                            | <p>The types of data depend on the data submitted by the Client. These are (depending on the assignment):</p> <ul style="list-style-type: none"> <li>• Personal master data (address, name), including contact information (e.g. phone, email)</li> <li>• Contract data, including billing and payment data</li> <li>• History of contract data</li> </ul>                                                                                                             |
| Categories of data subjects:                      | <p>The categories of data subjects depend on the data submitted by the Client. These are (depending on the assignment):</p> <ul style="list-style-type: none"> <li>• Member data of the community members</li> <li>• Employees (including applicants and former employees) of the Client</li> <li>• Customers of the Client</li> <li>• Prospects of the Client</li> <li>• Service providers of the Client</li> <li>• Contact information of contact persons</li> </ul> |
| Deletion, blocking, and correction of data:       | Requests for deletion, blocking, or correction shall be directed to the Client; otherwise, the provisions of the contract apply.                                                                                                                                                                                                                                                                                                                                       |

## Appendix B: Technical and Organizational Measures (TOM)

*This appendix is not publicly accessible for security reasons and will be provided upon legitimate request by existing or potential clients.*

## Appendix C: Approved Subcontractors and Data Processors

*The list of our subcontractors (including name, location, and purpose) is publicly available at: <https://beunity.io/en/legal-notice/>. Further technical details or contractual documents will be provided upon legitimate request.*