This Data Processing Agreement ("**Agreement**") is entered into on 2025-05-14 ("**Effective Date**") by and between:

Acme Ltd, a company incorporated and existing under the laws of England and Wales, with its registered office at 123 Business Road, London, UK ("**Controller**"),

and

DataCloud Services GmbH, a company incorporated and existing under the laws of Germany, with its registered office at Berliner Allee 50, 40212 Düsseldorf, Germany ("**Processor**").

together referred to as the **"Parties"**.

1. Subject matter and duration

1.1 This Agreement sets out the terms and conditions under which Processor will process personal data on behalf of Controller in the context of customer relationship management and marketing automation.

1.2 This Agreement shall commence on the Effective Date and continue for as long as Processor processes personal data on behalf of Controller.

2. Nature and purpose of processing

2.1 The nature of the processing includes collection, storage, analysis, and deletion of personal data.

2.2 The purpose of the processing is customer relationship management and marketing automation.

2.3 The categories of data subjects include customers, prospects, and business contacts.

2.4 The types of personal data processed include names, email addresses, phone numbers, IP addresses.

3. Obligations of the processor

Processor agrees to:

a. Process the personal data only on documented instructions from Controller, including with regard to transfers of personal data to a third country, unless required to do so by Union or Member State law;

b. Ensure that persons authorised to process the personal data have committed themselves to confidentiality;

c. Implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including: encryption at rest and in transit, regular vulnerability assessments, access control;

d. Assist Controller in fulfilling obligations under Articles 32 to 36 of the GDPR;

e. At Controller's choice, delete or return all personal data at the end of the provision of services, and delete existing copies unless otherwise required by law;

f. Make available to Controller all information necessary to demonstrate compliance with the obligations laid down in this Agreement and allow for audits, including inspections, conducted by Controller or another auditor mandated by Controller.

4. Subprocessors

4.1 Processor shall not engage any subprocessor without the prior specific or general written authorisation of Controller.

4.2 A current list of authorised subprocessors is available at: https://datacloud.example.com/subprocessors

5. Data transfer

5.1 Processor shall not transfer personal data outside the European Economic Area ("EEA") without ensuring appropriate safeguards in accordance with GDPR Chapter V.

5.2 If personal data is transferred to a country without an adequacy decision, Processor shall ensure that Standard Contractual Clauses (SCCs) or an equivalent legal mechanism is in place.

6. Liability

6.1 Each Party shall be liable for its respective breaches of this Agreement and applicable data protection laws.

7. Termination

7.1 This Agreement shall automatically terminate upon the termination of the underlying service agreement between the Parties, unless otherwise agreed in writing.

7.2 Upon termination, Processor shall, at Controller's choice, return or securely delete all personal data.

8. Miscellaneous

8.1 This Agreement is governed by and shall be construed in accordance with the laws of the laws of England and Wales.

8.2 Any disputes arising from or related to this Agreement shall be resolved by the competent courts of the courts of London, UK.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorised representatives:

Acme Ltd   **DataCloud Services GmbH**

By: _____   By: _____

Name: Jane Doe   Name: Max Müller
Title: Chief Privacy Officer   Title: Head of Compliance
Date: 2025-05-14   Date: 2025-05-14