

# Data Processing Agreement

Dated 13.02.2023

Between

Galactic Purpose Unipessoal LDA

– hereinafter: “**Supplier**”–

And

Valispace GmbH

– hereinafter: “**Customer**”–

on the processing of personal data on behalf of a controller in accordance with Article 28 para. 3, 4 of the EU General Data Protection Regulation (GDPR).

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## PARTIES

- (1) Galactic Purpose, Unipessoal LDA, a private limited company subsidiary under the laws of Portugal, registered under no. PT515048003, Rua João Saraiva 34, 3º, , Lisboa, Portugal

- “Supplier” -

- (2) Valispace GmbH, a limited liability company under the laws of Germany, registered with the commercial register B of the local court of Bremen under HRB 31369 HB, Hermann-Köhl-Str. 7, 28199 Bremen, Germany

- “Customer” –

- Supplier and Customer each a “Party” and jointly: the “Parties” -

## Preamble

This data processing agreement (hereinafter “**DPA**”) specifies the Parties’ obligations on the protection of personal data, associated with the processing of personal data on behalf of Customer as a data controller or processor, respectively, and the Supplier as contractor or subcontractor, respectively, within the business relationship between the Parties regardless of the name or nature of the document referring thereto (such business relationship hereinafter referred to as “**Agreement**”). The regulations of this DPA shall apply to any activity associated with the Agreement, in whose scope Supplier’s representatives, employees or agents process personal data (hereinafter “**Data**”) on behalf of Customer as a controller or processor, respectively (hereinafter “**Contract Processing**”). Additionally, Customer’s Privacy Policy which is accessible online under <https://www.valispace.com/privacy> apply.

## 1 Scope, Duration and Specification of Contract Processing of Data

The scope and duration and the detailed stipulations on the type and purpose of Contract Processing shall be governed by the Agreement.

Except where this DPA stipulates obligations beyond the term of the Agreement, the term of this DPA shall be the term of the Agreement.

## 2 Scope of Application and Responsibilities

- 2.1 Supplier shall process Data on behalf of Customer. Such Contract Processing shall include all activities detailed in the Agreement. Within the scope of this DPA, Customer shall be solely responsible for compliance with the applicable statutory requirements on data protection, including, but not limited to, the lawfulness of disclosing Data to Supplier and the lawfulness of having Data processed on behalf of Customer. Customer shall be the “controller” in accordance with Article 4 para. 7

GDPR with regard to Data from Customer's representatives, employees and other personnel, and the "processor" in accordance with Article 4 para. 8 GDPR with regard to Data from Customer's customers. Subcontractor shall be a "processor" in accordance with Article 4 para. 8, or, if applicable, a further processor in accordance with Article 28 para. 4 GDPR.

- 2.2 Customer's individual instructions on Contract Processing shall, initially, be as specified in the Agreement. Customer shall, subsequently, be entitled to, in writing or in text form, modifying, amending or replacing such individual instructions by issuing such instructions to the point of contact designated by Supplier. Instructions not foreseen in or covered by the Agreement shall be treated as requests for changes to the Agreement. Customer shall, without undue delay, confirm in writing or in text form any instruction issued orally.

### 3 Supplier's Obligations

- 3.1 Except where expressly permitted by Article 28 para. 3 letter (a) GDPR, Supplier shall process data subjects' Data only within the scope of the Agreement and the instructions issued by Customer. Where Supplier believes that an instruction would be in breach of applicable law, Supplier shall notify Customer of such belief without undue delay. Supplier shall be entitled to suspending performance on such instruction until Customer confirms or modifies such instruction.
- 3.2 Supplier shall, within Supplier's scope of responsibility, organize Supplier's internal organisation so it satisfies the specific requirements of data protection. Supplier shall implement technical and organizational measures to ensure the adequate protection of Customer's and Customer's customers Data, respectively, which measures shall fulfill the requirements of the GDPR and specifically its Article 32. Supplier shall implement technical and organizational measures and safeguards that ensure ongoing confidentiality, integrity, availability and resilience of processing systems and services. Customer is familiar with these technical and organizational measures, and it shall be Customer's responsibility that such measures ensure a level of security appropriate to the risk. Supplier reserves the right to modify the measures and safeguards implemented, provided, however, that the level of security shall not be less protective than initially agreed upon.
- 3.3 Supplier shall support Customer, insofar as is agreed upon by the Parties, and where possible for Supplier, in fulfilling data subjects' requests and claims, as detailed in Chapter III of the GDPR and in fulfilling the obligations enumerated in Articles 33 to 36 GDPR.
- 3.4 Supplier warrants that all employees involved in Contract Processing and other such persons as may be involved in Contract Processing within Supplier's scope of responsibility shall be prohibited from processing Data outside the scope of the instructions. Furthermore, Supplier warrants that any person entitled to process Data on behalf of Customer has undertaken a commitment to secrecy or is subject to an appropriate statutory obligation to secrecy. All such secrecy obligations shall survive the termination or expiration of such Contract Processing.
- 3.5 Supplier shall notify Customer, without undue delay, if Supplier becomes aware of breaches of the protection of personal data within Supplier's scope of responsibility. Supplier shall implement the measures necessary for securing Data and for mitigating

potential negative consequences for the data subject; Supplier shall coordinate such efforts with Customer without undue delay.

- 3.6 Supplier shall notify to Customer the point of contact for any issues related to data protection arising out of or in connection with the Agreement.
- 3.7 Supplier warrants that Supplier fulfills its obligations under Article 32 para. 1 letter (d) GDPR to implement a process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the Contract Processing.
- 3.8 Supplier shall correct or erase Data if so instructed by Customer and where covered by the scope of the instructions permissible. Where an erasure, consistent with data protection requirements, or a corresponding restriction of processing is impossible, Supplier shall, based on Customer's instructions, and unless agreed upon differently in the Agreement, destroy, in compliance with data protection requirements, all carrier media and other material or return the same to Customer.
- 3.9 In specific cases designated by Customer, such Data shall be stored or handed over. The associated remuneration and protective measures shall be agreed upon separately, unless already agreed upon in the Agreement.
- 3.10 Supplier shall, upon termination of Contract Processing and upon Customer's instruction, return all Data, carrier media and other materials to Customer or delete the same.
- 3.11 Where a data subject asserts any claims against Customer in accordance with Article 82 GDPR, Supplier shall support Customer in defending against such claims, where possible.

## 4 Customer's Obligations

- 4.1 Customer shall notify Supplier, without undue delay, and comprehensively, of any defect or irregularity with regard to provisions on data protection detected by Customer in the results of Supplier's work.
- 4.2 Section 3 para. 11 above shall apply, mutatis mutandis, to claims asserted by data subjects against Supplier in accordance with Article 82 GDPR.
- 4.3 Customer shall notify to Supplier the point of contact for any issues related to data protection arising out of or in connection with the Agreement.

## 5 Enquiries by Data Subjects

Where a data subject asserts claims for rectification, erasure or access against Supplier, and where Supplier is able to correlate the data subject to Customer, based on the information provided by the data subject, Supplier shall refer such data subject to Customer. Supplier shall forward the data subject's claim to Customer without undue delay. Supplier shall support Customer, where possible, and based upon Customer's instruction insofar as agreed upon. Supplier shall not be liable in cases where Customer fails to respond to the data subject's request in total, correctly, or in a timely manner.

## 6 Documentation

- 6.1 Supplier shall document and prove to Customer Supplier's compliance with the obligations agreed upon in this DPA by appropriate measures.
- 6.2 Where, in individual cases, audits and inspections by Customer or an auditor appointed by Customer are necessary, such audits and inspections will be conducted during regular business hours, and without interfering with Supplier's operations, upon prior notice, and observing an appropriate notice period. Supplier may also determine that such audits and inspections are subject to prior notice, the observation of an appropriate notice period, and the execution of a confidentiality undertaking protecting the data of other customers and the confidentiality of the technical and organisational measures and safeguards implemented. Supplier shall be entitled to rejecting auditors which are competitors of Supplier. Supplier shall be entitled to requesting a remuneration for Supplier's support in conducting inspections where such remuneration has been agreed upon in the Agreement. Supplier's time and effort for such inspections shall be limited to one day per calendar year, unless agreed upon otherwise.
- 6.3 Where a data protection supervisory authority or another supervisory authority with statutory competence for Customer conducts an inspection, Section 6 para. 2 above shall apply mutatis mutandis. The execution of a confidentiality undertaking shall not be required if such supervisory authority is subject to professional or statutory confidentiality obligations.

## 7 Subcontractors

- 7.1 Supplier shall use subcontractors as further processors on behalf of Customer only where approved in advance by Customer.
- 7.2 Supplier shall conclude with subcontractors the contractual instruments necessary to ensure an appropriate level of data protection and information security.
- 7.3 Supplier shall obtain Customer's consent prior to the use of new or the replacement of existing subcontractors. Customer shall be entitled to withholding consent only for material reasons related to statutory data protection regulations.
- 7.4 Customer shall be entitled to contradict any change notified by Supplier within a reasonable period of time and for materially important reasons. Where Customer fails to contradict such change within such period of time, Customer shall be deemed to have consented to such change. Where a materially important reason for such contradiction exists, and if the parties subsequently fail an amicable resolution of this matter, Customer shall be entitled to terminating the Agreement.
- 7.5 Where Supplier commissions a subcontractor, Supplier shall be responsible for ensuring that Supplier's obligations on data protection resulting from the Agreement and this DPA are valid and binding upon the subcontractor.

## 8 Liability and Damages

The regulations on the Parties' liability contained in the Agreement shall apply also for the purposes of Contract Processing, unless expressly agreed upon otherwise.

## 9 Miscellaneous Provisions

- 9.1 Where the Data becomes subject to search and seizure, an attachment order, confiscation during bankruptcy or insolvency proceedings, or similar events or measures by third parties while in Supplier's control, Supplier shall notify Customer of such action without undue delay. Supplier shall, without undue delay, notify to all pertinent parties in such action, that any Data affected thereby is in Customer's sole property and area of responsibility, that Data is at Customer's sole disposition, and that Customer is the responsible body in the sense of the GDPR.
- 9.2 No modification of this DPA and/or any of its components – including, but not limited to, Supplier's representations and warranties, if any – shall be valid and binding unless made in writing or in text form, and furthermore only if such modification expressly states that such modification applies to the regulations of this DPA. The foregoing shall also apply to any waiver or modification of this form requirement.
- 9.3 In case of any conflict, the data protection regulations of this DPA shall prevail over the regulations of the Agreement. Where individual regulations of this DPA are invalid or unenforceable, the validity and enforceability of the other regulations of this DPA shall not be affected.
- 9.4 This DPA is subject to the laws of Germany.

Place, Date: Lisbon, 13.02.2023

Place, Date: Bremen, 13.02.2023

Signature: \_\_\_\_\_

Galactic Purpose Unipessoal LDA, represented  
by Louise Lindblad

Signature: \_\_\_\_\_

Valispace GmbH, represented by Marco  
Witzmann