

Data Processing Agreement

pursuant to Art. 28 EU General Data Protection Regulation (GDPR)

Controller (Client):

[Company name, address, represented by _____] — hereinafter "Controller"

Processor (easybits):

easybits GmbH, Choriner Str. 83, 10119 Berlin, Germany, represented by Managing Director Terence Hielscher — hereinafter "Processor"

Together referred to as the "Parties". This DPA forms part of and supplements the Terms of Service between the Parties. In the event of any conflict, this DPA takes precedence with respect to data protection matters.

1. Subject Matter and Duration

1.1 The Processor provides a self-service document data extraction platform (the "Service") to the Controller under the Terms of Service at <https://easybits.tech>.

1.2 For the purposes of this DPA, the Processor processes personal data on behalf of the Controller to the extent that the Controller uploads or transmits documents or data containing personal data to the Service.

1.3 This DPA enters into force on the date of acceptance of the Terms of Service and remains in effect for the duration of the contractual relationship.

2. Nature, Purpose and Subject of Processing

2.1 The Processor processes personal data on behalf of the Controller solely for the purpose of providing the data extraction Service. The nature of processing is automated extraction and structuring of data from documents submitted by the Controller.

2.2 The processing takes place exclusively on documented instructions from the Controller (via use of the Service). The Processor shall not process the data for any other purpose.

2.3 The subject matter, nature, and purpose of the processing are as follows:

Item	Description
Subject matter	Automated extraction and structuring of data from documents uploaded by the Controller
Nature of processing	Collection, reading, structuring, storage, transmission, deletion of data in uploaded documents
Purpose	Provision of the data extraction Service as described in the Terms of Service
Type of personal data	[To be specified by Controller, e.g. names, addresses, ID numbers, financial data, health data — delete as applicable]
Categories of data subjects	[To be specified by Controller, e.g. employees, customers, suppliers — delete as applicable]
Location of processing	AWS Frankfurt, Germany (primary). See Annex 1 for subprocessors.

3. Obligations of the Processor

The Processor undertakes to:

1. Process personal data solely on the documented instructions of the Controller and for no other purpose (Art. 28(3)(a) GDPR).
2. Ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality (Art. 28(3)(b) GDPR).
3. Implement all measures required pursuant to Art. 32 GDPR (security of processing) as set out in Annex 2 (Technical and Organisational Measures).
4. Respect the conditions for engaging sub-processors as set out in Article 4 of this DPA (Art. 28(2) GDPR).
5. Assist the Controller in ensuring compliance with the obligations pursuant to Art. 32–36 GDPR, taking into account the nature of processing and the information available to the Processor (Art. 28(3)(f) GDPR).

6. At the choice of the Controller, delete or return all personal data to the Controller after the end of the provision of services, and delete existing copies unless applicable law requires storage (Art. 28(3)(g) GDPR). Deletion occurs within 14 days of account closure.
7. Make available to the Controller all information necessary to demonstrate compliance with obligations laid down in Art. 28 GDPR and allow for and contribute to audits and inspections conducted by the Controller or another auditor mandated by the Controller (Art. 28(3)(h) GDPR). Audit requests must be made with at least 30 days' notice and conducted during business hours.
8. Notify the Controller without undue delay (and in any event within 72 hours of becoming aware) of any personal data breach affecting the Controller's data (Art. 33 GDPR).
9. Not transfer personal data to a third country or international organisation unless the transfer complies with Chapter V GDPR.

4. Sub-processors

4.1 The Controller provides general authorisation for the Processor to engage sub-processors. The current list of sub-processors is set out in Annex 1.

4.2 The Processor shall inform the Controller of any intended addition or replacement of sub-processors. The Controller may object to such changes within 14 days of being notified. If the Parties cannot reach agreement, either Party may terminate this DPA on 30 days' written notice.

4.3 The Processor shall impose data protection obligations on any sub-processor equivalent to those set out in this DPA, by way of a binding written agreement.

5. Obligations of the Controller

The Controller is responsible for:

10. Ensuring there is a lawful basis for the processing of personal data it submits to the Service.
11. Providing data subjects with appropriate privacy information in accordance with Art. 13/14 GDPR before their data is processed through the Service.
12. Promptly informing the Processor of any data subject rights requests or supervisory authority enquiries relating to data processed through the Service.
13. Ensuring that the instructions given to the Processor comply with applicable law.

6. Data Subject Rights

The Processor shall assist the Controller in responding to requests from data subjects exercising their rights under Art. 15–21 GDPR. The Processor shall notify the Controller within 5 business days of receiving any such request directly from a data subject, and shall not respond to the data subject directly without the Controller's prior authorisation.

7. Governing Law & Jurisdiction

This DPA is governed by the laws of Germany. The exclusive place of jurisdiction for any disputes is Berlin, Germany.

8. Term and Termination

This DPA terminates automatically upon termination of the underlying Terms of Service. Upon termination, the Processor will delete or return all personal data of the Controller in accordance with Article 3.6 of this DPA.

Signatures

By signing below, both Parties agree to the terms of this Data Processing Agreement.

Controller	Processor
[Company name]	easybits GmbH
[Address]	Choriner Str. 83, 10119 Berlin
Signature / Date	Signature / Date

Annex 1 — List of Sub-processors

The Processor currently uses the following sub-processors. The Controller has provided general authorisation for these sub-processors in accordance with Article 4 of this DPA.

Sub-processor	Purpose	Location	Transfer Safeguard
AWS (Amazon)	Cloud hosting & storage	Frankfurt, Germany	EU — no transfer
Stripe	Payment processing	USA / Ireland	SCCs + adequacy
Google LLC	AI extraction, analytics	USA	SCCs
Hugging Face	AI model infrastructure	USA	SCCs
Intercom	Customer support	USA	SCCs
Mailjet (Sinch)	Transactional email	France (EU)	EU — no transfer
Sentry	Error monitoring	USA	SCCs
LogRocket	Session replay	USA	SCCs
Leadfeeder	B2B analytics	Finland (EU)	EU — no transfer
New Relic	Performance monitoring	USA	SCCs
Redis Labs	Caching	USA	SCCs
Slack	Internal notifications	USA	SCCs

Annex 2 — Technical and Organisational Measures (TOMs)

The Processor implements the following technical and organisational measures to ensure a level of security appropriate to the risk (Art. 32 GDPR):

Encryption: All data is encrypted in transit (TLS 1.2+) and at rest (AES-256 on AWS).

Access controls: Role-based access controls; least-privilege principle; multi-factor authentication for all staff with system access.

Physical security: Data is hosted on AWS Frankfurt. AWS maintains ISO 27001, SOC 2 Type II, and other certifications. Physical access to data centres is strictly controlled.

Pseudonymisation: Where technically feasible, personal data is pseudonymised or anonymised for analytics and logging purposes.

Backups & recovery: Regular automated backups. Recovery time objective (RTO): 24 hours. Recovery point objective (RPO): 24 hours.

Incident management: Documented data breach response procedure. Notification to Controller within 72 hours of becoming aware of a breach.

Confidentiality: All employees and contractors with access to personal data are bound by confidentiality agreements.

Subprocessor management: All subprocessors are assessed for GDPR compliance before engagement and operate under binding DPAs.

Audits: Internal compliance reviews are conducted at least annually. The Processor cooperates with Controller audits on 30 days' written notice.