

JOINT CONTROLLERSHIP AGREEMENT ACCORDING TO ART. 26 GDPR

Between

Gimica GmbH

Brunnenstr. 11a, 10119 Berlin

- hereinafter referred to as “Controller 1” –

JustPlay GmbH

Brunnenstr. 11a, 10119 Berlin

- hereinafter referred to as “Controller 2” –

both referred to jointly as the “Contractual Partners”

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Preamble

The Contractual Partners shall establish joint responsibility for the purpose and means of processing. This Agreement stipulates the data protection rights and obligations of the Contractual Partners in handling of personal data (hereinafter, the “Data”) by the Contractual Partners pursuant to Art. 26 GDPR.

§ 1 Object, Duration and Specification of Joint Controllorship

(1) The subject matter of joint controllorship is derived from the Contract. In detail, the following data is particularly included in data processing:

Categories of persons affected	Type of data	Purpose of the data processing
App Users	Data collected for the provision of apps (e.g. internal device ID, version of your operating system, time of access, IP address, content of access, country of access, progress of users in game apps) Advertising data Login data (e.g. title, first and last name, email address, password, date of registration, date of last login) Contact details (e.g. email address, content of requests)	Provision of apps, fraud detection, support, monetarization of advtising data, analytics, improvement of services and app functions

(2) The term of this Agreement is determined by the term of the Contract, unless further obligations result from the provisions of this Agreement. After termination of this Agreement, the Contractual Partners will proceed with the personal data in accordance with the requirements governed by § 4.

§ 2 Joint Controllorship

(1) To fulfil the Contract, the Contractual Partners process personal data disclosed to them for this purpose, each on their own responsibility. In this regard, the Contractual Partners will jointly establish the purposes and the selection of means for this processing.

(2) Access to the personal data of a Contractual Partner will be accorded to the other respective Contractual Partner only to the extent, and under the conditions established by the other Contractual Partner, as required for the proper fulfilment of contractual duties. Copies or duplicates shall particularly not be created without the knowledge and consent of the other respective Contractual Partner.

(3) If, during the course of fulfilment the Contract, one of the Contractual Partners comes to the conclusion that one of the duties established in the Contract breaches the statutory provisions on

data protection, it must notify the other respective Contractual Partner without undue delay. The Contractual Partners shall immediately communicate regarding a solution in compliance with the law.

- (4) Changes to the object of the Contract as well as its related scope, nature, duration, purpose or the group of data subjects require a corresponding agreement in written or text form between the Contractual Partners.
- (5) The Contractual Partners establish below which Contractual Partner assumes which duties:

Duties under the GDPR	Controller 1	Controller 2
Art. 26 (1): Contact point for data subjects.		x
Art. 26 (2): The substance of the agreement is made available to the data subject.		x
Art. 13: Information obligation in regards to the collection of personal data.		x
Art. 14: Information obligation , as far as personal data has not be obtained from the data subject		x
Art. 15: Processing of requests concerning the right of access by the data subject.		x
Art. 16: Processing of requests concerning the right to rectification.		x
Art. 17 or 18: Processing of requests concerning the right to erasure or restriction of processing, including Art. 19, notification of obligation regarding erasure.		x
Art. 20: Processing of requests concerning the right to data portability.		x
Art. 21: Processing requests concerning the right to object.		x
Art. 24 (1) in conjunction with Art. 32: Establishment of technical and organisational measures for risk assessment and, if applicable, data protection impact assessment (Art. 35) and consultation with a supervisory authority/delivery of important information (Art. 36 (3)).		x

Art. 24 (1) Documentation of the selection of technical and organisational measures		x
Art. 24 (1): Reviewing and updating of technical and organisational measures.		x
Art. 30: Maintenance of a record of processing activities.		x
Art. 33, 34: Process for notification of data breaches.		x

§ 3 Technical and organisational measures

- (1) The Contractual Partners undertake to configure their internal organisation within the company in a way that the applicable data protection requirements. It guarantees that it will ensure an appropriate level of security of its data-processing systems and services through appropriate technical and organisational measures. On this point, the state of the art, the costs of implementation, the nature, scope and purposes of processing, and the risk of varying likelihood and severity for the rights and freedoms of natural persons in the sense of Art. 32 (1) GDPR must be considered. The aforementioned establishment of technical and organisational measures (hereinafter referred to as: **"TOM"**) for risk assessment and, if applicable, data protection impact assessment is incumbent upon the Contractual Partners as per Section 2 (5) of this Agreement.
- (2) For compliance with the agreed TOM please refer to our website. The documentation is incumbent on the responsible Contractual Partner as per Section 2 (5) of this Agreement.
- (3) Due to technological progress and the developments in legislation, it could become necessary to adapt the implemented technical and organisational measures to technological progress and developments in legislation. The Contractual Partner responsible as per Section 2 (5) of this Agreement will implement a procedure to regularly check, assess and evaluate the effectiveness of the TOMs, thus ensuring protection of the rights of the data subjects.

To adapt to technological progress, it is permitted to implement alternative, appropriate TOMs. In the process, the respective level of security cannot decrease from the measures that were initially determined. The Contractual Partners will agree before such an adaptation.

Necessary adaptations of the TOMs to changed or new statutory requirements must be implemented by the Contractual Partners at the time they enter into force, unless otherwise agreed between the Contractual Partners

All adaptations must be documented by the responsible Contractual Partner as per Section 2 (5), and made available to the other respective Contractual Partner.

- (4) Each Contractual Partner shall independently bear the costs for adaptation of the TOM within its internal operational organisation. To the extent that the costs involved in these provisions lead to an unreasonable economic disadvantage for one of the Contractual Partners and they provide evidence of these costs to the other Contractual Partner accordingly, the Contractual Partners

shall endeavour, in joint negotiations, to find an amicable agreement regarding distribution of the costs.

§ 4 Rectification, restriction, erasure and return of personal data

- (1) The responsible Contractual Partner as per Section 2 (5) of this Agreement will rectify, erase or restrict processing of personal data that is the object of this Contract to the legally prescribed extent, upon request by the data subject. Fulfillment of the duty to notify according to Art. 19 GDPR must be ensured. If the data subject contacts the Contractual Partner who is not responsible for processing under this paragraph to assert his or her rights, the party will advise the data subject that it will refer their submission to the responsible Contractual Partner as per Section 2 (5) of this Agreement for the purposes of processing. After immediately passing on the request to the responsible Contractual Partner as per Section 2 (5) of this Agreement, the latter will process the request within in the legally set period, will inform the data subject of the result and will notify the other Contractual Partner accordingly.
- (2) The respectively responsible Contractual Partner must, in addition, independently take care that the legal requirements for erasure of data and restriction of data processing are met. The Contractual Partners must observe legal storage requirements.

§ 5 Other duties of the Contractual Partners

- (1) No later than start of processing, every Contractual Partner shall designate a data protection officer in writing in accordance with the GDPR or the respective relevant national regulations and an appointment of a new data protection officer must take place immediately in the event of a vacancy.
- (2) The responsible Contractual Partner as per Section 2 (5) of this Agreement shall ensure that requests for information from a data subject shall be fulfilled and documented accordingly in accordance with Art. 15, with consideration given to the respective applicable national regulations. If the data subject contacts the other Contractual Partner, this party will advise the data subject to refer their request to the responsible Contractual Partner as per Section 2 (5) of this Agreement for the purposes of processing. After immediately referring the request to the responsible Contractual Partner as per Section 2 (5) of this Agreement, the latter will process the request within the legally set period, will inform the data subject of the result and notify the other Contractual Partner accordingly.
- (3) The responsible Contractual Partner as per Section 2 (5) of this Agreement shall ensure that requests from a data subject for portability of data provided by him or her are fulfilled in a structured, commonly used and machine-readable format in accordance with Art. 20 GDPR, and documented accordingly. If the data subject contacts the other Contractual Partner, that party will advise the data subject that it will refer their request to the responsible Contractual Partner as per Section 2 (5) of this Agreement for the purposes of processing. After immediately referring the request to the responsible Contractual Partner as per Section 2 (5) of this Agreement, the latter will process the submission within the legally set period, will inform the data subject of the result and will notify the other Contractual Partner accordingly.

- (4) The responsible Contractual Partner as per Section 2 (5) of this Agreement shall ensure that objections from a data subject shall be processed and documented accordingly in accordance with Art. 21 GDPR. If the data subject contacts the other Contractual Partner, that party will advise the data subject that it will refer their request to the responsible Contractual Partner as per Section 2 (5) of this Agreement for the purposes of processing. After immediately referring the request to the responsible Contractual Partner as per Section 2 (5) of this Agreement, the latter will process the request within the legally set period, will inform the data subject of the result and will notify the other Contractual Partner accordingly.
- (5) The Contractual Partners shall ensure that all employees that have access to personal data in connection to the performance of contractual duties do not process or use personal data for any other purpose than for the fulfilment of contractual obligations, even after the completion of their activities. The Contractual Partners will ensure that the persons authorised to process personal data are bound to confidentiality or are subject to an respective statutory confidentiality obligation.
- (6) If a breach of the protection of personal data becomes known to one of the Contractual Partners, the other is obliged to inform the other Contractual Partner without undue delay. The same applies if one Contractual Partner or a person employed by them violates provisions for the protection of personal data or this Agreement, or there is reason for suspicion of the same.. The respective Contractual Partner that has reported the (possible) violation to the other Contractual Partner shall initially take the necessary measures to provide data security and minimise possible adverse consequences for the data subjects, and shall coordinate with the other Contractual Partner on this point without undue delay.. The responsible Contractual Partner as per Section 2 (5) of this Agreement will establish a notification process for personal data breaches in accordance with Art. 32 and 33 GDPR, so that they can be reported to the responsible supervisory authorities within 72 hours.
- (7) The information provided to the other Contractual Partner and the notification of the authorities as per section (6) must at least contain the following information:
 - a. a description of the nature of the personal data breach including, where possible, information about the categories and approximate number of data subjects concerned, the categories of personal data and the approximate number of personal data records concerned,
 - b. a description of the likely consequences of the breach and
 - c. a description of the measures taken or proposed to be taken by the controller to address the breach and the measures taken to mitigate its potential adverse effects.
- (8) If the security and confidentiality of the personal data held by one Contractual Partner should be threatened by seizure or confiscation, by insolvency or composition proceedings or by other events or actions taken by third parties, then the affected Contractual Partner must inform the other Contractual Partner thereof without undue delay. The affected Contractual Partner will immediately inform all related responsible parties that joint responsibility exists with the other respective Contractual Partner.
- (9) The Contractual Partner responsible as per Section 2 (5) of this Agreement shall designate a point of contact for the data subjects. The data for the contact point are:

Proliance GmbH / www.datenschutzexperte.de
Data Protection Officer
Leopoldstraße 21
80802 Munich
datenschutzbeauftragter@datenschutzexperte.de

- (10) The Contractual Partner responsible as per Section 2 (5) of this Agreement will make the relevant contents of this Agreement available to the data subject. It will document the provision to the data subject in accordance with legal regulations and make it available to the other Contractual Partner on request.
- (11) If one of the Contractual Partners has no subsidiary in the EU, the Contractual Partner responsible as per Section 2 (5) of this Agreement shall appoint a representative in the EU in writing.
- (12) The responsible Contractual Partner as per Section 2 (5) of this Agreement shall ensure that the notification obligation in regards to a data subject shall be fulfilled and documented in accordance with Art. 13 and 14 GDPR, with consideration given to respective applicable national regulations.
- (13) The responsible Contractual Partner as per Section 2 (5) of this Agreement will maintain a record of all processing activities in accordance to Art. 30 GDPR, in connection with compliance with their contractual duties.

§ 6 Subcontracting relationships (additional processors)

- (1) If and to the extent that a Contractual Partner is entitled to engage additional processors (subcontractors) on the basis of this Agreement, this is only permissible, if the other Contractual Partner has previously been informed in written or electronic form of the details required in (2), and has given their consent.
- (2) The information to be provided by the Contractual Partner regarding the subcontractors pursuant to (1) must be limited to the following in specific and detailed form:
- a. Identity of the subcontractor;
 - b. The specific services to be rendered by the subcontractor;
 - c. The types and categories of Personal Data as subject of processing;
 - d. The technical and organizational measures implemented by the subcontractor in relation to the service.

- (3) If and to the extent that a subcontractor is given access to Personal Data, the Contractual Partner engaging the subcontractor is obliged to sign a separate written Data Processing Agreement with the subcontractor. Such an agreement must be signed before the subcontractor first gains access to the Personal Data. The Contractual Partner engaging the subcontractor is obliged to comply with the confidentiality obligations agreed with the additional processors. The Contractual Partner engaging the subprocessor shall upon request confirm in writing to the other Contractual Partner, whether the subcontractor has provided proof of their compliance with the GDPR and the Agreement. The other Contractual Partner is not entitled to execute its control rights directly with the subcontractor.

§ 7 Third country connections

The performance of the contractually agreed Data Processing shall exclusively take place in a member state of the European Union (EU) or within a Member State of the European Economic Area (EEA). Any transfer to a third country shall take place only if the special requirements of Art. 44 GDPR et. seq. are observed.

§ 8 Liability

If a data subject successfully asserts damage against one of the Contractual Partners due to a breach of the provisions of GDPR, Art. 82 GDPR shall apply. Each Contractual Partner is liable to the other for damages arising from the Contractual Partner not fulfilling their assigned duties under this Agreement in a proper manner.

§ 9 Compensation, contractual amendments, severability clause

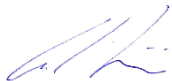
- (1) The duties, actions, provisions and collaborations under this Agreement are compensated with the compensation stipulated in the respective Contract.
- (2) Amendments or additions to this Agreement, including this clause, must be in writing or electronic form to be effective.
- (3) If a provision of this Agreement is or becomes ineffective or contains an omission, this circumstance shall not affect the effectiveness or completeness of the remainder of the Agreement. The Contractual Partners shall agree - in the place of the ineffective or incomplete provision - upon a provision that financially or legally comes as close as possible to the objectives pursued with the Agreement and the ideas of the Contractual Partners in a legally permissible manner.
- (4) The law of the Federal Republic of Germany shall apply.

Berlin, the 1.7.23

Berlin, the 1.7.23

Place

Date



Carl Livie (Controller 1)

Place

Date



Carl Livie (Controller 2)