

DATA PROCESSING AGREEMENT

Auftragsverarbeitungsvertrag gem. Art. 28 DSGVO

Annex to the 7SEAS 360 SaaS Licence Agreement | Version 1.0 | March 2026

between

Invictus Advisory UG (haftungsbeschränkt)

Hohe Bleichen 8, 20354 Hamburg, Germany

Represented by: Jochen Pirklbauer, CEO

Registration: HRB 189195, Amtsgericht Hamburg

VAT ID: DE451911513

hereinafter referred to as "Processor" or "Provider"

and

[Customer Legal Name]

[Customer Address]

Represented by: [Name], [Title]

Registration: [Reg No]

VAT ID: [VAT ID]

hereinafter referred to as "Controller" or "Customer"

collectively referred to as the "Parties"

1. Subject Matter and Duration

1.1 This Data Processing Agreement (DPA) supplements the 7SEAS 360 SaaS Licence Agreement (the 'Main Agreement') between the Parties and governs the processing of personal data by the Processor on behalf of the Controller.

1.2 The duration of this DPA corresponds to the term of the Main Agreement. Upon termination of the Main Agreement, this DPA shall automatically terminate, subject to the data deletion obligations set out in Section 10.

1.3 The Processor shall process personal data solely for the purpose of providing the 7SEAS 360 analytics platform services as described in the Main Agreement and its schedules.

2. Categories of Data Subjects and Personal Data

2.1 Data Subjects:

- Employees, agents and representatives of the Controller
- Contact persons at Controller's business partners (carriers, suppliers, freight forwarders)
- Users of the 7SEAS 360 platform designated by the Controller

2.2 Categories of Personal Data:

- Contact details: name, email address, phone number, job title/function
- Login credentials: username, hashed passwords
- Usage data: access logs, IP addresses, timestamps, report generation logs
- Business data: shipment references, booking numbers, contract identifiers (to the extent they contain personal data)

2.3 **No special categories** of personal data (Art. 9 GDPR) shall be processed under this DPA.

3. Obligations of the Processor

3.1 The Processor shall process personal data only on documented instructions from the Controller, unless required to do so by Union or Member State law.

3.2 The Processor shall ensure that persons authorised to process personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

3.3 The Processor shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including:

- (a) Encryption of data in transit (TLS 1.2+) and at rest;
- (b) Access controls with role-based user rights and password hashing (bcrypt/scrypt);
- (c) Regular security assessments and code audits;
- (d) Server hardening, firewall configuration, and intrusion monitoring;
- (e) Pseudonymisation where technically feasible and appropriate.

3.4 The Processor shall assist the Controller in responding to requests from data subjects exercising their rights under Chapter III of the GDPR (access, rectification, erasure, restriction, portability, objection).

3.5 The Processor shall assist the Controller in ensuring compliance with the obligations pursuant to Articles 32 to 36 GDPR (security, breach notification, impact assessments, prior consultations).

4. Sub-Processing

4.1 The Controller grants the Processor general authorisation to engage sub-processors. The Processor shall inform the Controller of any intended changes concerning the addition or replacement of sub-processors, giving the Controller the opportunity to object to such changes within 14 calendar days.

4.2 Current sub-processors:

| Sub-Processor | Service | Location |
|------------------------------|------------------------------------|-----------------------------------|
| Hetzner Online GmbH | Server hosting (dedicated servers) | Germany (Nuremberg) |
| Google LLC (Gmail/Workspace) | Email delivery and storage | EU (Standard Contractual Clauses) |

4.3 The Processor shall impose the same data protection obligations on any sub-processor by way of a contract, ensuring the same level of protection as this DPA.

5. Data Transfers

5.1 Personal data shall be processed exclusively within the European Economic Area (EEA). The Processor's servers are located in Germany.

5.2 Should a transfer to a third country become necessary, the Processor shall ensure that appropriate safeguards are in place in accordance with Chapter V of the GDPR (e.g., Standard Contractual Clauses, adequacy decisions).

5.3 The Processor shall notify the Controller prior to any transfer of personal data outside the EEA.

6. Data Breach Notification

6.1 The Processor shall notify the Controller without undue delay, and in any event within **24 hours**, after becoming aware of a personal data breach.

6.2 The notification shall include:

- (a) Description of the nature of the breach, including categories and approximate number of data subjects and records concerned;
- (b) Name and contact details of the Processor's data protection contact;

- (c) Description of the likely consequences;
- (d) Description of the measures taken or proposed to address the breach.

7. Audits and Inspections

7.1 The Processor shall make available to the Controller all information necessary to demonstrate compliance with Art. 28 GDPR and allow for and contribute to audits and inspections conducted by the Controller or an auditor mandated by the Controller.

7.2 Audits shall be conducted with reasonable prior notice (minimum 30 calendar days), during normal business hours, and shall not unreasonably interfere with the Processor's operations.

7.3 The Processor may provide a current third-party audit report (e.g., SOC 2, ISO 27001) as an alternative to on-site audits, where available.

8. Data Protection Officer

8.1 The Processor's data protection contact is: **Jochen Pirklbauer**, reachable at **privacy@7seas-360.com**.

8.2 The Processor shall designate a formal Data Protection Officer (DPO) if and when required by Art. 37 GDPR.

9. Liability

9.1 The liability provisions of the Main Agreement shall apply mutatis mutandis to this DPA.

9.2 The Processor shall be liable for damage caused by processing only where it has not complied with obligations of the GDPR specifically directed to processors or has acted outside or contrary to the Controller's lawful instructions.

10. Data Deletion and Return

10.1 Upon termination of the Main Agreement, the Processor shall, at the Controller's choice, delete or return all personal data to the Controller within **30 calendar days** and delete existing copies unless Union or Member State law requires storage.

10.2 The Processor shall provide the Controller with an export of all data in a commonly used, machine-readable format (XLSX, CSV, JSON) prior to deletion.

10.3 The Processor shall certify the complete deletion of personal data in writing upon request.

11. Final Provisions

11.1 This DPA is governed by German law. The courts of Hamburg shall have exclusive jurisdiction.

11.2 In the event of conflict between this DPA and the Main Agreement, this DPA shall prevail with respect to data protection matters.

11.3 Amendments to this DPA shall be in writing.

For the Processor:

Jochen Pirklbauer
CEO
Invictus Advisory UG (haftungsbeschränkt)
Date: [DD Month YYYY]

For the Controller:

[Name]
[Title]
[Company]
Date: [DD Month YYYY]

