Data Processing Agreement

pursuant to Art. 28 GDPR

Version 2026-10 · Dated 23 October 2026

Version	Date	Change
2026-10	2026-10-23	First published version.

Parties

DID Daten-Intermediär-Dienste FlexCo, company registry number FN 637970 t, Treustraße 52, 1200 Vienna, Austria, office@intermediary.at – hereinafter "DID FlexCo" or the "processor" –

and

the organisation using the services of DID FlexCo – hereinafter the "controller" –, together also the "parties".

The controller is the organisation registered on the platform of DID FlexCo. Its identification details follow from the self-declaration it has confirmed and from the respective main agreement.

1. Subject matter and duration of the processing

The subject matter of this agreement is the processing of personal data by DID FlexCo on behalf of the controller while providing neutral data intermediation services. This agreement supplements the terms of service of DID FlexCo and of any other agreement concluded between the parties (together the "main agreements") and governs the data protection requirements for this processing.

The processing takes place for the term of the underlying main agreement and beyond it only to the extent that statutory retention obligations exist.

For the purposes of this agreement the definitions of Regulation (EU) 2016/679 (General Data Protection Regulation, GDPR) apply.

2. Nature, purpose and legal basis of the processing

The purpose of the processing is exclusively the technical and organisational performance of the data sharing determined by the controller and of the supporting services it has requested. DID FlexCo does not pursue any purposes of its own.

Determining the legal basis for the processing is the sole responsibility of the controller. DID FlexCo processes personal data only on documented instructions from the controller, including with regard to transfers to a third country, unless required to do so by Union or Member State law; in that case DID FlexCo informs the controller of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest.

3. Categories of personal data and of data subjects

The subject matter, nature, purpose and duration of the processing and the categories of personal data and of data subjects are set out in Annex 1. DID FlexCo processes only the categories of data specified by the controller.

The processing of special categories of personal data under Art. 9 GDPR is not envisaged. Should such data exceptionally be processed, this takes place solely on documented instructions from the controller and in compliance with the statutory requirements.

4. Obligations of DID FlexCo

4.1 Processing on instructions

DID FlexCo processes personal data only on documented instructions from the controller. The instructions include, in particular, the purposes of the data transfer as determined by the controller, the selected categories of data, the intended recipients, the duration of the transfer, and the measures for erasure, return, or restriction initiated by the controller. If DID FlexCo is of the opinion that an instruction infringes applicable data protection law, it informs the controller without delay.

4.2 Confidentiality

DID FlexCo ensures that all persons involved in the processing are committed to confidentiality and receive regular data protection training. The confidentiality obligation continues to apply after the end of their activity and after they leave DID FlexCo.

4.3 Technical and organisational measures

DID FlexCo implements appropriate technical and organisational measures pursuant to Art. 32 GDPR. The measures are described in Annex 2 and form part of this agreement. To the extent necessary for the specific processing, the measures include, in particular, access controls, authorisation concepts, encryption, safeguarding confidentiality, integrity, availability, and resilience, recovery procedures, logging, separation of data sets, deletion procedures, and procedures for regularly reviewing the effectiveness of the measures.

DID FlexCo regularly reviews these measures and, as needed, adapts them to the state of the art, the nature of the processing, and the identifiable risks. Material changes to the measures are communicated to the controller; the level of protection achieved is not reduced.

4.4 Assistance

DID FlexCo assists the controller without delay in responding to requests of data subjects under Art. 12 to 23 GDPR and provides the necessary information, data and documents as far as technically and organisationally reasonable. If a data subject addresses a request directly to DID FlexCo, DID FlexCo forwards it to the controller without delay.

DID FlexCo further assists the controller in complying with the obligations under Art. 32 to 36 GDPR, in particular the security of processing, data protection impact assessments and prior consultations.

4.5 Notification of personal data breaches

DID FlexCo notifies the controller of any personal data breach that comes to its attention without undue delay and at the latest within 48 hours of becoming aware of it (Art. 33(2) GDPR). The notification contains the information listed in Art. 33(3) GDPR as far as available; missing information is provided without further undue delay.

DID FlexCo assists the controller with its notification and communication obligations under Art. 33 and 34 GDPR and documents every breach, including the facts relating to it, its effects and the remedial action taken.

4.6 Return and deletion of data

After the end of the provision of the processing services DID FlexCo deletes the personal data or returns them. The choice between deletion and return rests with the controller (Art. 28(3)(g) GDPR); if the controller makes no choice by the end of the agreement, the data are deleted.

The return takes place in a structured, commonly used and machine-readable format through the platform or an interface. Deletion from the production systems takes place within 30 days at the latest after the instruction or the end of the agreement. Backup copies are deleted within the defined backup cycles and are protected against regular use until then. Statutory retention obligations remain unaffected; in that case

the data concerned are processed solely for retention purposes. On request, DID FlexCo provides evidence of the deletion.

4.7 Continuity of the service and availability of the data

DID FlexCo maintains technical and organisational arrangements that ensure a reasonable continuity of its data intermediation service and enable the controller to access, transfer or download the data stored at DID FlexCo, including in the event of insolvency or of discontinuation of the service (Art. 12(h) of Regulation (EU) 2022/868).

DID FlexCo informs the controller of an intended discontinuation of the service at least three months in advance. Until the end of that period, access to and transfer of the data remain possible. Irrespective of such notice, the controller can at any time export the data stored at DID FlexCo through the platform and its interface, so that access to the data does not depend on the continued operation of DID FlexCo.

4.8 Evidence and audit rights

DID FlexCo makes available to the controller all information necessary to demonstrate compliance with the obligations under this agreement and allows for and contributes to audits, including inspections (Art. 28(3)(h) GDPR).

Verification takes place primarily by review of documentation, self-assessment or by submitting existing certificates and audit reports. If necessary, and in particular in cases of reasonable doubt, the controller may carry out additional audits, including on-site inspections, itself or through an auditor bound to confidentiality. Audits take place after reasonable prior notice, during normal business hours and with due regard for DID FlexCo's legitimate security and operational interests.

5. Neutrality and allocation of roles

DID FlexCo acts as a neutral data intermediary. It does not use the data for its own purposes, does not create profiles, does not carry out any analysis, aggregation or commercialisation and takes no independent decisions on the purposes or means of the processing.

For data that DID FlexCo processes to fulfil its own legal or contractual obligations, in particular identity, contract and log data, DID FlexCo is itself the controller. The corresponding information is set out in its privacy notice.

6. Sub-processors

The controller grants DID FlexCo general written authorisation to engage further processors (Art. 28(2) GDPR). The sub-processors engaged at the time this agreement is concluded are listed in Annex 3.

DID FlexCo informs the controller at least 30 days in advance of any intended addition or replacement of a sub-processor, in text form or through the platform. The controller may object for good cause within that period. If no agreement is reached, either party may terminate the affected main agreement at reasonable notice.

Where DID FlexCo engages a sub-processor, it imposes on that sub-processor by contract the same data protection obligations as those set out in this agreement, in particular as regards processing on instructions, technical and organisational measures and assistance. The contract must provide sufficient guarantees that the processing meets the requirements of the GDPR.

The controller may verify sub-processors by the same means as DID FlexCo itself (section 4.8). DID FlexCo remains fully liable to the controller for the performance of the data protection obligations of its sub-processors.

7. Place of processing and third-country transfers

Processing takes place as a matter of principle in the EU or the EEA. Processing in or transfer to a third country takes place only where the requirements of Art. 44 et seq. GDPR are met, in particular on the basis of an adequacy decision of the European Commission (Art. 45 GDPR) or of appropriate safeguards such as standard contractual clauses (Art. 46(2)(c) GDPR).

The sub-processors engaged, their places of processing and the respective transfer basis follow from the list of sub-processors in the version applicable at the relevant time (Annex 3).

8. Liability

Liability is governed by the statutory provisions, the provisions of the main agreement and the currently effective version of DID FlexCo's terms of service. DID FlexCo performs the obligations incumbent on it under this agreement and is liable for breaches of duty by its sub-processors in accordance with Art. 28(4) GDPR.

For slight negligence DID FlexCo is liable only for the infringement of material contractual obligations, in particular the infringement of instructions, of the technical and organisational measures or of confidentiality and notification obligations. Otherwise the parties are liable in accordance with the statutory provisions.

Mandatory statutory liability provisions, in particular Art. 82 GDPR, remain unaffected. The statutory powers of the data protection supervisory authorities to impose fines and other sanctions likewise remain unaffected.

9. Final provisions

DID FlexCo is entitled to amend this agreement where this is necessary because of statutory requirements, official orders or technical or organisational changes, and where the amendments do not unreasonably prejudice the rights of the controller. Amendments are communicated to the controller at least six weeks before they take effect, in text form or through the platform. If the controller does not object before they take effect, the amendments are deemed agreed; the notification expressly draws attention to this effect.

This agreement exists in a German and an English version. In case of discrepancies the English version prevails.

Amendments and supplements require text form. Should any provision of this agreement be invalid, the validity of the remaining provisions is unaffected.

Austrian law applies, excluding its conflict-of-law rules. The courts having subject-matter jurisdiction in Vienna are competent for disputes arising from this agreement. Mandatory statutory provisions concerning the choice of law and jurisdiction remain unaffected.

Annexes

- Annex 1 – Subject matter, nature, purpose and duration of the processing, categories of personal data and of data subjects
- Annex 2 – Technical and organisational measures
- Annex 3 – List of sub-processors

Place, date

Controller	**DID Daten-Intermediär-Dienste FlexCo**

Annex 1 – Subject matter of the processing

Item	Description
Subject matter	Provision of neutral data intermediation services: receipt, storage and transfer on instructions of the data provided by the controller, and performance of the agreements concluded on the platform.
Nature of the processing	Collection, storage, organisation, retrieval, transmission, restriction and erasure; logging of access and of contractual transactions.
Purpose	Performance of the data sharing determined by the controller and of the supporting services it has requested, in particular storage.
Categories of personal data	The payload data provided by the controller in accordance with the respective data model; identification, contact and representation data of the acting persons; login and authentication data; contract and log data.
Categories of data subjects	Persons whose data the controller provides; representatives and staff of the controller and of the other contracting parties.
Special categories	Not envisaged (Art. 9 GDPR).
Duration	For the term of the main agreement; beyond it only to the extent that statutory retention obligations exist. The retention period determined by the controller follows from the respective agreement concluded on the platform of DID FlexCo.

Annex 2 – Technical and organisational measures

DID FlexCo implements the following technical and organisational measures pursuant to Art. 32 GDPR, to the extent necessary for the specific processing.

Confidentiality

Physical access control: all production systems are operated in data centres of the providers listed in Annex 3; physical security is assured through supplier due diligence, contractual security obligations and the review of the relevant certifications.

System access control: user accounts are provisioned only after identity verification; multi-factor authentication is required for privileged and remote access; sessions time out and accounts are locked after repeated failed attempts; authentication events are logged.

Logical access control: access rights are assigned to defined roles on a need-to-know basis, are reviewed periodically and are revoked without delay on role or status changes.

Separation: the data of different controllers are kept separate; development, test and production environments are separated organisationally and technically; the network is segmented and follows a default-deny policy.

Confidentiality undertakings: all persons involved in the processing are bound to confidentiality beyond the end of their activity and receive regular data protection and information security training.

Integrity

Transfer control: data are transferred only through approved channels and to authorised recipients; connections are encrypted in transit and data are encrypted at rest; transfers are logged.

Input control: access and changes are logged with user, time, source and action; time sources are synchronised; logs are access-protected and safeguarded against tampering.

Change management: changes are identified, risk-assessed, approved and reversible; requester, approver and implementer are separated where feasible; deployments are auditable.

Authorisation management: authorisations for access and disclosure are bound to a verified identity and to the specific contract and purpose, are evaluated on every disclosure request and are enforced immediately upon withdrawal; every grant, change and withdrawal is recorded.

Availability and resilience

Backup: all critical systems are covered by backups; backups are encrypted before transfer and storage and are held separately from the production environment; access to them is role-based and protected by multi-factor authentication.

Recovery: restore and integrity tests are carried out regularly and after major changes; a disaster recovery plan is maintained, reviewed and version-controlled.

Monitoring: security-relevant events are collected centrally, correlated and alerted on.

Procedures for regular review

Effectiveness: the measures are reviewed regularly and adapted to the state of the art, the nature of the processing and the identifiable risks.

Supplier control: sub-processors are selected on the basis of a documented risk assessment, are bound by a data processing agreement with equivalent obligations and are reviewed periodically; the current list is set out in Annex 3.

Incident response: a mandatory reporting channel, central and tamper-resistant incident records, defined response and escalation procedures, and notification of the controller in accordance with section 4.5.

Data protection by design and by default: data minimisation, restrictive default settings, retention periods defined per data category and enforced across production, backup and logging systems, deletion with evidence of deletion, and pseudonymisation where the purpose of the processing allows it.

DID FlexCo documents these measures in detail internally and provides further information to the controller on request.

Annex 3 – List of sub-processors

The sub-processors engaged, their names, services, places of processing and the respective transfer basis as well as, where applicable, the basis and safeguards for transfers to third countries follow from the list of sub-processors of DID FlexCo in the version applicable at the relevant time. The list is available at:

https://intermediary.at/documents/DID-FlexCo_Sub-Processors.pdf

DID FlexCo keeps the list up to date and informs the controller of changes in accordance with section 6. The list forms part of this agreement.