E1 PropTec Solutions & Management UG (haftungsbeschränkt)
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Amtsgericht Wiesbaden HRB 34877 · Managing Director: Muharrem Erdogdu

Data Processing Agreement

Processing on behalf of a controller under Art. 28 GDPR in connection with the use of the E1 Plus software

Translation of the German version (Doc. 41, version 09/2026). Only the German version is authoritative. German law applies.

Insofar as licence partners or users process personal data of their own customers, prospective clients or employees in E1 Plus, E1 PropTec Solutions & Management UG (haftungsbeschränkt) acts as processor in that respect. This agreement sets out in detail the data protection obligations of the parties under Art. 28 GDPR (DSGVO). It does not apply to data which E1 processes under its own responsibility (e.g. account data for the performance of the contract); in that respect the Privacy Notice (Doc. 13) applies.

Contracting Parties

(1) Controller: the licence partner or user designated below – hereinafter the "Controller" –

(2) Processor: E1 PropTec Solutions & Management UG (haftungsbeschränkt), Sportplatzweg 4, 65201 Wiesbaden, Amtsgericht Wiesbaden HRB 34877, represented by its managing director Muharrem Erdogdu, Tel. +49 611 710 97 36, info@e1-holding.com, www.e1-holding.com – hereinafter the "Processor" –

Name / company

Address

Represented by

Registry court / number

Data protection officer or data protection contact

Email for data protection notifications

E1 Plus customer / partner number

§ 1 Subject Matter, Duration and Main Contract

(1) The subject matter of this agreement is the processing of personal data by the Processor on behalf of the Controller in connection with the provision and operation of the E1 Plus software and the e1-holding.com platform (hosting, storage, CRM, property and contact management, email and communication functions, support).

(2) It is based on the contract of use for E1 Plus including the Terms of Use (Doc. 10) – hereinafter the "Main Contract". The term of this agreement corresponds to the term of the Main Contract. The obligations under this agreement continue to apply beyond its end for as long as the Processor processes personal data of the Controller.

(3) In the event of any conflict, the provisions of this agreement shall take precedence over the provisions of the Main Contract with regard to data protection.

§ 2 Nature, Purpose, Types of Data and Data Subjects

(1) Nature and purpose of the processing: collection, recording, storage, organisation, retrieval, transmission on instruction, and erasure of the data entered or imported by the Controller into E1 Plus in support of its business activities.

(2) The categories of personal data and of data subjects are set out in the selection below; additions may be made in text form (Textform). Special categories of personal data under Art. 9 GDPR may be processed only by separate agreement.

Types of data (multiple selections possible)

☐ Contact and master data (name, address, telephone, email) ☐ Company data (company name, position)
☐ Communication data (email contents, notes, call records) ☐ Property and transaction data relating to individuals
☐ Acquisition profiles and search criteria ☐ Contract and billing data ☐ Usage and log data
☐ Other: _____

Data subjects (multiple selections possible)

☐ Customers and prospective clients of the Controller ☐ Owners and sellers ☐ Investors and purchasers
☐ Tenants ☐ Business partners and their contact persons ☐ Employees and users of the Controller
☐ Other: _____

§ 3 Obligation to Follow Instructions

(1) The Processor shall process the personal data only on documented instructions from the Controller, including with regard to transfers to a third country or an international organisation, unless required to do so by Union or Member State law to which the Processor is subject; in such a case, the Processor shall inform the Controller of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest (Art. 28(3)(a) GDPR).

(2) The instructions are determined by the Main Contract, this agreement and the Controller's use of the functions of E1 Plus. Individual instructions shall be given in text form to the contact address stated below.

(3) If the Processor considers that an instruction infringes the GDPR or other data protection provisions, it shall inform the Controller without undue delay. It is entitled to suspend the implementation of the instruction until it is confirmed or amended by the Controller.

§ 4 Confidentiality

The Processor shall 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). These persons shall process the data only on instructions from the Controller (Art. 29 GDPR).

§ 5 Security of Processing

(1) The Processor shall take all technical and organisational measures required under Art. 32 GDPR (Art. 28(3)© GDPR). The measures in place at the conclusion of the agreement are described in Annex 1.

(2) The measures are subject to technical progress. The Processor may replace them with equivalent or better measures; the level of security must not be reduced. Material changes shall be documented and communicated to the Controller on request.

§ 6 Sub-processors

(1) The Controller grants general authorisation to engage other processors (Art. 28(2) GDPR). The sub-processors engaged at the conclusion of the agreement are listed in the table below or in Annex 2 and are deemed approved.

(2) The Processor shall inform the Controller in text form at least _____ weeks in advance of any intended changes concerning the addition or replacement of sub-processors. The Controller may object within this period for good cause relating to data protection. If the parties cannot reach agreement, the Controller is entitled to terminate the Main Contract with regard to the services concerned with effect from the time at which the new sub-processor is engaged.

(3) The Processor shall impose on each sub-processor by contract the same data protection obligations as are set out in this agreement, in particular sufficient guarantees to implement appropriate technical and organisational measures (Art. 28(4) GDPR). Where the sub-processor fails to fulfil its obligations, the Processor shall remain liable to the Controller for the performance of the sub-processor's obligations.

(4) Data shall be transferred to a third country outside the EU / EEA only if the conditions of Art. 44 et seq. GDPR are met (e.g. adequacy decision or standard contractual clauses).

Sub-processor (name, address)	Service	Place of processing	Safeguard for third country

§ 7 Assistance with Data Subject Rights

(1) Taking into account the nature of the processing, the Processor shall assist the Controller by appropriate technical and organisational measures, insofar as this is possible, in fulfilling requests for the exercise of the data subject's rights laid down in Chapter III GDPR (Art. 12 to 22 GDPR), in particular access, rectification, erasure, restriction of processing, data portability and objection (Art. 28(3)(e) GDPR).

(2) If a data subject contacts the Processor directly, the Processor shall forward the request to the Controller without undue delay and shall not respond to it itself unless instructed to do so.

§ 8 Assistance with Further Obligations and Notification of Personal Data Breaches

(1) Taking into account the nature of processing and the information available to it, the Processor shall assist the Controller in ensuring compliance with the obligations pursuant to Art. 32 to 36 GDPR (Art. 28(3)(f) GDPR), in particular with data protection impact assessments and prior consultations.

(2) The Processor shall notify the Controller of a personal data breach without undue delay after becoming aware of it (Art. 33(2) GDPR). The notification shall contain, where known, the information referred to in Art. 33(3) GDPR; information that cannot be provided at the same time shall be provided subsequently without undue delay.

(3) The Processor shall without undue delay take the necessary measures to secure the data and to mitigate possible adverse effects and shall coordinate these with the Controller. Notifications to the supervisory authority and communications to data subjects (Art. 33, 34 GDPR) are the responsibility of the Controller.

§ 9 Erasure and Return

(1) After the end of the provision of the processing services, the Processor shall, at the choice of the Controller, delete all personal data or return them and delete existing copies, unless Union or Member State law requires storage of the personal data (Art. 28(3)(g) GDPR).

(2) Before the end of the contract, the Controller may download its data in a common format via the export functions of E1 Plus. If the Controller makes no choice within _____ days after the end of the contract, the data will be deleted. The deletion will be confirmed in text form on request.

(3) Backups are deleted as part of the regular deletion cycles; until then they are protected against access and are no longer actively processed.

§ 10 Evidence and Audits

(1) The Processor shall make available to the Controller all information necessary to demonstrate compliance with the obligations laid down in Art. 28 GDPR and shall allow for and contribute to audits, including inspections, conducted by the Controller or another auditor mandated by the Controller (Art. 28(3)(h) GDPR).

(2) Evidence may also be provided by means of current attestations, reports or certifications of independent bodies or by an appropriate self-assessment. On-site audits shall be announced with reasonable notice, as a rule at least _____ weeks, shall be conducted during normal business hours without disrupting operations and shall be limited to the extent necessary. Mandated auditors must be bound to confidentiality and must not be in a competitive relationship with the Processor.

(3) The Processor shall maintain a record of all categories of processing activities carried out on behalf of the Controller (Art. 30(2) GDPR).

§ 11 Obligations of the Controller

(1) The Controller is solely responsible for the lawfulness of the processing, in particular for the existence of a legal basis and for informing the data subjects.

(2) It shall inform the Processor without undue delay if it detects errors or irregularities in the processing, and shall designate a contact person for data protection matters.

§ 12 Liability

Art. 82 GDPR applies to liability towards data subjects. As between the parties, the liability provisions of the Main Contract apply, unless mandatory statutory provisions preclude this.

§ 13 Contact for Data Protection Notifications

Notifications under this agreement, in particular instructions and notifications under § 8, shall be made in text form to the contacts designated below. The parties shall notify each other of any changes to the contacts without undue delay.

Data protection contact of the Processor	Data protection contact of the Controller

§ 14 Final Provisions

(1) Amendments and additions to this agreement must be made in text form.

(2) The law of the Federal Republic of Germany applies. If the Controller is a merchant (Kaufmann), a legal entity under public law or a special fund under public law, the place of jurisdiction is Wiesbaden.

(3) Should any provision of this agreement be or become invalid, the validity of the remaining provisions shall remain unaffected. The invalid provision shall be replaced by a provision that comes closest to the requirements of Art. 28 GDPR and to the economic purpose.

Place, date	Place, date
Controller	E1 PropTec Solutions & Management UG (haftungsbeschränkt)

Annexes

- Annex 1: Technical and organisational measures under Art. 32 GDPR
- Annex 2: List of sub-processors
- Terms of Use (Doc. 10)
- Privacy Notice (Doc. 13)

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