

DATA PROCESSING AGREEMENT (DPA) pursuant to Art. 28 GDPR

Convenience translation. Only the German version is legally binding.

Processor: WISNOTS GmbH, Möckernstraße 141, 10963 Berlin, Germany, represented by: Oluwatobi Michael Wichert / Andrii Potapov (hereinafter “Processor”)

Controller: The company that submits a case to the Processor for processing or creates an account for the Processor’s service (hereinafter “Controller”)

Preamble

(1) This data processing agreement (“DPA”) governs the processing of personal data by the Processor on behalf of the Controller pursuant to Art. 28 GDPR.

(2) It applies to all services of the Processor in connection with the handling of registrations of energy systems, in particular receiving and preparing submitted system and operator data, submission to grid operators and metering point operators, handling queries, status monitoring and registration in the Market Master Data Register (together the “Services”).

(3) The Controller remains the applicant towards the respective body. The Processor acts exclusively on behalf of and on the instructions of the Controller.

(4) This DPA is concluded as soon as the Controller first submits a case to the Processor for processing or creates an account. No separate signature is required.

(5) In the event of conflicts between this DPA and other agreements between the parties, the provisions of this DPA prevail with regard to data protection.

(6) If the Controller is itself only a processor for a third party, e.g. as a software provider, this DPA serves as a contract under Art. 28(4) GDPR; the Controller ensures the third party’s authorisation under Art. 28(2) GDPR.

1. Definitions, applicable law

1.1 Terms such as “personal data”, “processing”, “controller”, “processor” and “personal data breach” have the meaning given in Art. 4 GDPR.

1.2 The GDPR applies, supplemented by the German Federal Data Protection Act (BDSG) and other applicable data protection law.

1.3 The Controller is responsible for the lawfulness of the processing (Art. 24 GDPR), in particular for being entitled to transfer its customers’ data to the Processor.

2. Subject matter, duration, nature and purpose of processing

2.1 The subject matter is the processing of personal data to provide the Services in accordance with the applicable service description.

2.2 Duration: This DPA applies from its conclusion under Preamble (4) and for as long as the Processor handles cases for the Controller, plus the periods for return or deletion under Clause 11.

2.3 Nature and purpose of processing: receiving and preparing the submitted system and operator data, checking completeness, submitting the registration to the competent body, handling queries, monitoring deadlines and following up, registration in the Market Master Data Register, providing the case status, in each case exclusively on the Controller’s instructions.

2.4 The categories of data subjects and types of personal data are set out in Annex 1.

3. Controller's instructions

3.1 The Processor processes personal data exclusively on documented instructions from the Controller (Art. 28(3)(a) GDPR). In particular, submitting a case for processing and information in text form (email, entries in the Processor's portal) count as instructions.

3.2 The Controller ensures that instructions are sufficiently specific.

3.3 If the Processor considers that an instruction infringes data protection law, it informs the Controller without delay and may suspend execution until confirmation.

3.4 If the Processor is required to process data by Union or Member State law, it informs the Controller of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest.

4. Confidentiality

4.1 The Processor ensures that all persons with access to personal data are bound to confidentiality and process data only on instructions (Art. 28(3)(b) GDPR).

4.2 The Processor trains its staff appropriately in data protection and information security.

5. Technical and organisational measures (TOMs)

5.1 The Processor takes all necessary TOMs under Art. 32 GDPR.

5.2 The current TOMs are described in Annex 2. The Processor may develop the TOMs further, provided the level of protection is not reduced.

6. Controller's access credentials

6.1 If the Controller provides the Processor with access credentials for third-party portals (in particular grid operators' installer registers), they are stored encrypted and used exclusively to provide the Services.

6.2 Access is restricted to authorised persons and is logged.

6.3 The Controller may change the access credentials or request their deletion at any time. The Processor deletes them without delay after termination.

6.4 The Controller ensures that passing the access credentials to the Processor is permitted under the terms of use of the respective body.

7. Assistance obligations

7.1 The Processor assists the Controller in fulfilling data subjects' rights (Art. 12–22 GDPR).

7.2 The Processor assists the Controller in complying with the obligations under Art. 32–36 GDPR, to the extent the information is within its sphere of influence.

7.3 The Processor forwards requests from data subjects or supervisory authorities to the Controller without delay and does not answer them independently unless expressly instructed.

8. Sub-processors

8.1 The Controller grants the Processor general authorisation to engage the sub-processors listed in Annex 3.

8.2 The Processor gives notice of intended changes in text form at least 30 days in advance. The Controller may object within this period for an important reason relating to data protection. The Processor passes on changes to the further sub-processors of the providers listed in Annex 3 without delay once it becomes aware of them.

8.3 The Processor contractually imposes the same data protection obligations on sub-processors (Art. 28(4) GDPR).

8.4 The Processor remains fully liable to the Controller.

9. Monitoring, evidence, audits

9.1 The Processor makes available all information necessary to demonstrate compliance with Art. 28 GDPR, including TOM documentation.

9.2 The Controller is entitled to carry out audits or have them carried out by an auditor bound to confidentiality. Notice period generally 14 days.

9.3 Audits must be reasonable in scope and frequency. Audits for cause are permitted.

9.4 The Controller bears its own audit costs. For substantial additional effort, the Processor may request reasonable remuneration after prior agreement.

10. Notification of breaches

10.1 The Processor notifies personal data breaches without delay, at the latest within 48 hours of becoming aware of them, and provides the information referred to in Art. 33(3) GDPR.

10.2 The Processor assists the Controller with notification and communication obligations under Art. 33 and 34 GDPR.

11. Return and deletion

11.1 After termination, the Processor processes personal data only to the extent necessary to carry out return or deletion.

11.2 At the Controller's choice, the Processor returns or deletes the data, unless a statutory retention obligation applies.

11.3 Return takes place within 14 days in a structured, commonly used and machine-readable format.

11.4 Backups and log data are kept only as long as necessary in accordance with Annex 2. Until overwritten, they are not used productively and access is strictly restricted.

11.5 On request, the Processor issues a confirmation of deletion or return.

12. Processing locations and third-country transfers

12.1 The Processor processes case data in data centres within the European Union. In the current configuration these are:

- a) database, file storage and backups: Convex, AWS region eu-west-1 (Dublin, Ireland);
- b) server functions, in particular API connection, form filling and portal automation: Vercel, region fra1 (Frankfurt am Main);
- c) AI processing: Requesty's EU endpoint in Frankfurt am Main (AWS eu-central-1), with model deployments exclusively in EU regions under Annex 3 Part B.

12.2 The Processor may move or extend server functions to further Vercel regions within the European Union, for example Dublin (dub1), Paris (cdg1) or Stockholm (arn1), and updates Annex 3 accordingly. Processing listed in Clause 12.1 is moved to a country outside the European Union only in accordance with Clause 8.2.

12.3 Some providers are based in the USA or the United Kingdom. Access from there for operations, support and security is possible. With the email service Resend, emails are sent from Ireland, but messages, metadata and logs are stored in the USA. Transfers to third countries take place only in

compliance with Art. 44 et seq. GDPR, on the basis stated for each provider in Annex 3.

12.4 At the Controller's request, the parties may agree on Enterprise EU processing under Annex 3 Part C.

13. Final provisions

13.1 Amendments must be made in text form.

13.2 Should individual provisions be invalid, the validity of the remaining provisions remains unaffected.

13.3 The place of jurisdiction is Berlin, to the extent permitted. German law applies.

Annexes

- Annex 1: Description of processing (purposes, categories, processing locations, deletion periods)
- Annex 2: Technical and organisational measures (TOMs), including backup and logging concept
- Annex 3: Sub-processors, processing locations and third-country transfers

Berlin, 28 September 2026

WISNOTS GmbH