

DATA PROCESSING AGREEMENT (DPA)

Between

The Customer as identified in the Main Agreement
(hereinafter "**Controller**")

and

TNT Ventures GmbH

Venloer Str. 240

50823 Köln, Germany

Registered at Amtsgericht Köln, HRB 125080

Represented by its Managing Directors: Felix Schürholz, Lukas Schaefer

(hereinafter "**Processor**")

(together the "Parties").

1. Preamble

This Data Processing Agreement ("DPA") forms part of the Terms of Service ("Main Agreement") between the Parties regarding the use of the product "**canapes.ai**". It applies to the extent that the Processor processes Personal Data on behalf of the Controller in the course of providing the services defined in the Main Agreement (the "Services").

2. Scope and Responsibility

(1) The Processor shall process Personal Data solely on behalf of the Controller and in accordance with the Controller's documented instructions (Art. 28 GDPR). The Main Agreement and this DPA are the documented instructions.

(2) The Controller is solely responsible for the lawfulness of the data processing (e.g., obtaining necessary consents from employees/learners for WhatsApp communication).

3. Obligations of the Processor

The Processor guarantees that it will:

(a) Process the Personal Data only on documented instructions from the Controller, including with regard to transfers of personal data to a third country, unless required to do so by applicable law.

(b) Ensure that persons authorized to process the Personal Data have committed themselves to confidentiality.

(c) Take all measures required pursuant to Article 32 GDPR (Security of Processing).

(d) Assist the Controller in ensuring compliance with the obligations pursuant to Articles 32 to 36 GDPR (Security, Breach Notification, DPIA).

4. Sub-processing

(1) The Controller grants the Processor a general authorization to engage sub-processors. The current list of sub-processors is set forth in **Annex III**.

(2) The Processor shall inform the Controller of any intended changes concerning the addition or replacement of other sub-processors. The Controller may object to such changes for reasonable cause within 14 days.

(3) Where the Processor engages a sub-processor, it shall do so by way of a written contract which imposes the same data protection obligations on the sub-processor as set out in this DPA.

5. Data Subject Rights

The Processor shall, taking into account the nature of the processing, assist the Controller by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of the Controller's obligation to respond to requests for exercising the data subject's rights (e.g., Right to Access, Erasure).

6. International Transfers

If the Processor transfers Personal Data to countries outside the EU/EEA (e.g., USA), it warrants that appropriate safeguards are in place, such as the EU-US Data Privacy Framework or Standard Contractual Clauses (SCCs).

7. Audit Rights

(1) The Processor shall make available to the Controller all information necessary to demonstrate compliance with this DPA.

(2) Audits and inspections may be conducted by the Controller or an auditor mandated by the Controller. To reduce burden, the Controller agrees to primarily rely on valid security certifications or audit reports provided by the Processor.

ANNEX I: DETAILS OF PROCESSING

1. Subject matter and duration of the processing

The subject matter is the provision of an AI-powered training and communication platform (canapes.ai) that creates and distributes content via messaging apps. The duration corresponds to the term of the Main Agreement.

2. Nature and Purpose of the processing

- Creation of educational content using Artificial Intelligence (LLMs).
- Delivery of content via WhatsApp API or other messaging channels.
- Tracking of learning progress and quiz results.
- User account management and transactional emails.

3. Categories of Data Subjects

- Employees, freelancers, or customers of the Controller ("Learners").
- Authorized admin users of the Controller.

4. Types of Personal Data

- **Contact Data:** First/Last Name, Mobile Phone Number, Email Address.
 - **Content Data:** Input text provided by the Controller to generate courses.
 - **Usage Data:** Course progress, quiz scores, timestamps, interaction logs.
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ANNEX II: TECHNICAL AND ORGANIZATIONAL MEASURES (TOMs)

The Processor has implemented the following measures to ensure a level of security appropriate to the risk:

1. **Access Control:** Strong password policies; Restriction of access to data to employees on a "need-to-know" basis.
2. **Transmission Control:** Encryption of data in transit using TLS 1.2 or higher.
3. **Data Encryption:** Encryption of data at rest in the database (AES-256 or equivalent).
4. **Availability Control:** Regular automated backups; Use of redundant cloud infrastructure to prevent data loss.
5. **Separation Rule:** Logical separation of data from different customers (Multi-tenancy architecture).

ANNEX III: LIST OF SUB-PROCESSORS

The Controller authorizes the engagement of the following sub-processors:

Name	Purpose	Location
Meta Platforms Ireland Ltd.	WhatsApp Business API & Messaging	Ireland / USA
OpenAI, LLC (or OpenAI OpCo, LLC)	AI Content Generation (LLM)	USA
Supabase Inc.	Database & Authentication	USA / Singapore / Global
Vercel Inc.	Hosting & Frontend Infrastructure	USA
Resend Inc.	Transactional Emails	USA
Stripe, Inc.	Payment Processing	USA / Global

(Note: Transfers to the USA/Third Countries are safeguarded by the EU-US Data Privacy Framework or Standard Contractual Clauses)

Signatures

For the Controller:

(Signature provided by digital acceptance of terms via checkbox)

For the Processor:

Lukas Schaefer

Lukas Schaefer, Managing Director
TNT Ventures GmbH