

DATA PROCESSING AGREEMENT

Padel Platform ApS – standard terms for the processing of personal data

Version 1.0 – October 2026

This data processing agreement (the "Data Processing Agreement") governs Padel Platform ApS' processing of personal data on behalf of a customer where, in relation to the specific processing activity, the customer is the controller and Padel Platform ApS is the processor. The Data Processing Agreement forms an integral part of the agreement (the "Main Agreement") entered into between the customer and Padel Platform ApS where the Main Agreement refers to the then-current version or a specified version of this Data Processing Agreement.

Important regarding the allocation of roles: The Data Processing Agreement does not alter the parties' actual roles under data protection law. It applies solely to processing activities in which Padel Platform processes personal data on the customer's documented instructions. For processing activities where Padel Platform itself determines the purposes and essential means and is therefore the controller, Padel Platform's Privacy Policy and other relevant terms apply instead.

1. The Parties

Controller: The customer that has entered into the Main Agreement with Padel Platform ApS, to the extent that the customer is the controller for the specific processing activity.

Processor: Padel Platform ApS, Denmark ("Padel Platform").

The parties' contact details are set out in the Main Agreement. Data protection-related enquiries to Padel Platform may be sent to privacy@padelplatform.app.

2. Purpose, Subject Matter and Duration

2.1 Padel Platform processes personal data on behalf of the controller only to the extent necessary to provide the services and functions agreed in the Main Agreement which, by their nature, involve processing on the customer's behalf.

2.2 The processing may include hosting, storage, access, transmission, support, troubleshooting, security, administration and other technical processing necessary to provide the relevant function to the customer.

2.3 The Data Processing Agreement applies for as long as Padel Platform processes personal data on behalf of the customer. Provisions which by their nature are intended to survive termination of the Main Agreement shall remain in force.

3. Instructions and Allocation of Roles

3.1 Padel Platform shall process personal data only on documented instructions from the controller, unless processing is required by EU law or national law to which Padel Platform is subject. In such case, Padel Platform shall inform the customer of that legal requirement before processing, unless the law prohibits such information.

3.2 The Main Agreement, this Data Processing Agreement and the customer's documented use and configuration of the Service constitute the customer's instructions. Additional or amended instructions must be

in writing and fall within the subject matter of the Main Agreement. Instructions that entail material additional work or costs may be charged as agreed.

3.3 If Padel Platform considers that an instruction infringes the GDPR or other applicable data protection law, Padel Platform shall inform the customer without undue delay and may suspend the relevant processing until the instruction has been clarified.

3.4 In connection with the Service, Padel Platform may at the same time act as an independent controller for other processing activities. This Data Processing Agreement does not apply to such processing and does not alter the allocation of roles arising from the actual processing activity.

4. Nature of the Processing, Personal Data and Data Subjects

The specific categories depend on the functions used by the customer. To the extent that data is processed on the customer's behalf, the processing may in particular include:

- Identity and contact data, including name, display name, email address, telephone number and user ID.
- Match and gameplay data, including results, sets, games, points, timestamps, match status, player relationships and statistics.
- Video and audio content, including match recordings, video clips, audio, highlights and associated metadata, if and to the extent that the customer is the controller for the specific processing activity.
- Technical information, device information, identifiers, connection data, log data and diagnostic information.
- Other personal data that the customer lawfully uploads to, or instructs Padel Platform to process as part of, the agreed functions.

Categories of data subjects may in particular include the customer's users, players, employees, contact persons and other individuals whose data is processed through the functions used by the customer.

Special categories of personal data may be processed on the customer's behalf only where this is expressly provided for in the Main Agreement or a documented instruction and the customer has ensured a valid legal basis for the processing. Apple HealthKit data is not processed on the customer's behalf solely by virtue of this Data Processing Agreement.

5. Responsibilities of the Controller

5.1 The customer is responsible for ensuring that there is a lawful basis for processing and that the required information is provided to data subjects for processing activities for which the customer is the controller.

5.2 The customer is responsible for the lawfulness of the instructions and personal data made available by the customer to Padel Platform and for ensuring that the customer's use of the Service complies with applicable data protection law.

5.3 The customer shall inform Padel Platform without undue delay of any circumstances necessary for Padel Platform to fulfil its obligations as processor.

6. Confidentiality

Padel Platform shall ensure that persons authorised to process personal data on the customer's behalf have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality. Access shall be restricted to persons with a legitimate and necessary need for access.

7. Information Security

7.1 Padel Platform shall implement and maintain appropriate technical and organisational security measures, taking into account the nature, scope, context and purposes of the processing and the risk to the rights and freedoms of data subjects, in accordance with Article 32 of the GDPR.

7.2 Where relevant, the measures include encryption of data in transit and data at rest, secure authentication, access controls, restriction of administrative privileges, appropriate logging and monitoring mechanisms, backups and procedures for handling security incidents.

7.3 For Padel Platform's camera and video solutions, where relevant, the technical and organisational limitations described in Padel Platform's current privacy and security documentation shall also apply, including limitation of the camera's field of view, access restrictions and controlled sharing.

7.4 Padel Platform may modify the security measures as a result of technological developments, risk assessments or changes to the Service, provided that the overall level of security is not materially reduced.

8. Sub-processors

8.1 The customer grants Padel Platform general written authorisation to engage sub-processors where necessary to provide the Service.

8.2 Padel Platform shall maintain an up-to-date list of material sub-processors on Padel Platform's website or by other electronic means accessible to the customer. The list may include, among others, providers of hosting, cloud infrastructure, authentication, video storage, streaming/CDN, operations and security.

8.3 Padel Platform shall notify the customer of planned material changes concerning the addition or replacement of sub-processors with reasonable notice, giving the customer an opportunity to object on reasonable data protection grounds. If the parties cannot resolve a justified objection, the affected function or the Main Agreement may be terminated in accordance with the Main Agreement where continued provision cannot reasonably take place without the relevant sub-processor.

8.4 Padel Platform shall impose data protection obligations on sub-processors that are substantially equivalent to the obligations set out in this Data Processing Agreement to the extent required by Article 28 of the GDPR. Padel Platform shall remain liable to the customer for the sub-processor's performance of those obligations.

9. Transfers to Third Countries

Padel Platform may transfer or provide access to personal data outside the EU/EEA only on documented instructions and where a valid transfer mechanism under Chapter V of the GDPR is in place, including, where relevant, an adequacy decision, the European Commission's Standard Contractual Clauses or another lawful transfer mechanism. The customer authorises Padel Platform to put in place the necessary transfer mechanism with approved sub-processors.

10. Assistance to the Controller

10.1 Taking into account the nature of the processing, Padel Platform shall, insofar as possible and by appropriate technical and organisational measures, assist the customer in responding to requests from data subjects exercising their rights under the GDPR.

10.2 If Padel Platform receives a request from a data subject concerning data that Padel Platform processes solely on the customer's behalf, Padel Platform shall, as a general rule, refer the data subject to the customer or forward the request to the customer, unless otherwise required by law.

10.3 Taking into account the nature of the processing and the information available to Padel Platform, Padel Platform shall assist the customer in ensuring compliance with the obligations under Articles 32–36 of the GDPR, including relevant security assessments, personal data breach notifications and data protection impact assessments.

10.4 Assistance beyond that which is reasonably included in the Service and Padel Platform's ordinary processor obligations may be charged at the applicable rates or under a separate agreement, unless the need for such assistance is caused by Padel Platform's breach.

11. Personal Data Breaches

11.1 Padel Platform shall notify the customer without undue delay after becoming aware of a personal data breach relating to personal data processed on the customer's behalf.

11.2 To the extent the information is available, the notification shall contain the information reasonably necessary for the customer to comply with its obligations under Articles 33 and 34 of the GDPR. Information may be provided in phases if it is not available in full at the time of the initial notification.

12. Deletion and Return

12.1 Upon termination of the services involving processing on the customer's behalf, Padel Platform shall, at the customer's choice, delete or return the personal data processed on the customer's behalf and delete existing copies, unless EU law or national law requires continued storage.

12.2 Deletion may take place in accordance with the Service's technical deletion cycles and backup procedures. Personal data contained in backups shall be isolated from ordinary use and deleted or overwritten in accordance with the relevant backup cycle, unless further retention is required by law.

12.3 This clause governs only data that Padel Platform processes as a processor. Data that Padel Platform lawfully processes as an independent controller is not subject to the customer's deletion instructions under this Data Processing Agreement.

13. Documentation, Inspection and Audit

13.1 Upon reasonable request, Padel Platform shall make available the information necessary to demonstrate compliance with the obligations laid down in Article 28 of the GDPR and this Data Processing Agreement.

13.2 As a general rule, the customer may conduct its review on the basis of Padel Platform's relevant documentation, security descriptions, responses to reasonable questionnaires and other available documentation. Under this Data Processing Agreement, Padel Platform is not required to obtain or provide an ISAE 3000, ISAE 3402, SOC or any other specified external auditor's assurance report or certification.

13.3 If the documentation made available is not reasonably sufficient to satisfy the customer's audit obligations, the customer may conduct, or appoint an independent qualified auditor to conduct, an audit or inspection to the extent necessary under Article 28 of the GDPR. Any such audit shall be subject to reasonable prior notice, carried out during normal business hours, limited to relevant systems and processing activities, and arranged so as not to unnecessarily disrupt Padel Platform's operations or compromise other customers' information, confidentiality or security.

13.4 The customer and its auditor shall be subject to appropriate confidentiality obligations. The customer shall bear its own costs and Padel Platform's reasonable costs of a customer-requested audit, unless the audit demonstrates a material breach of Padel Platform's data protection obligations. This clause does not restrict the lawful supervisory or investigative powers of competent authorities.

14. Amendments

14.1 Padel Platform may update this Data Processing Agreement where necessary as a result of changes in legislation, regulatory practice, the Service, security measures or the sub-processors used, provided that the amendment does not materially reduce the customer's data protection rights or Padel Platform's obligations under Article 28 of the GDPR.

14.2 The version applicable to each customer shall be determined in accordance with the Main Agreement's provisions on incorporation and amendment of online terms. In the event of material changes, the customer should be notified in the manner and with the notice period specified in the Main Agreement.

15. Priority, Governing Law and Liability

15.1 In the event of any conflict between this Data Processing Agreement and the Main Agreement, this Data Processing Agreement shall prevail with respect to the parties' obligations under Article 28 of the GDPR. In all other respects, the Main Agreement shall apply, including any agreed limitations of liability, to the extent that such limitations may lawfully apply.

15.2 The Data Processing Agreement shall be subject to the same governing law and jurisdiction as the Main Agreement, subject to any mandatory provisions of applicable data protection law.

Schedule 1 – Processing Instructions

A. Purpose and Nature

The purpose is to enable Padel Platform to provide the functions ordered by the customer to the extent that those functions involve the processing of personal data on the customer's behalf. The processing is primarily automated and may include collection/receipt, recording, organisation, hosting, storage, retrieval, access, display, transmission, support, troubleshooting, security, deletion and other necessary technical processing.

B. Duration

The processing shall continue for as long as the relevant service is provided and until the data has been deleted or returned in accordance with the Data Processing Agreement and applicable deletion/backup cycles.

C. Categories of Data Subjects

- Players and users whom the customer administers or for whom the customer is otherwise the controller.
- The customer's employees and contact persons.
- Other individuals whose data the customer lawfully instructs Padel Platform to process.

D. Types of Personal Data

- Name, contact details, user ID and other account/identification information.
- Match, gameplay and statistics data.
- Video, audio, highlights and related metadata where the customer is the controller for the specific processing activity.

- Technical device, connection, log and diagnostic data.
- Other ordinary personal data covered by the customer's documented instructions.

Special categories of personal data are not included as standard. If such data is to be processed on the customer's behalf, this requires a separate documented instruction and an appropriate legal basis for processing.

Schedule 2 – Technical and Organisational Security Measures

- Encryption of data in transit and, where relevant, data at rest.
- Secure authentication and access control.
- Restriction of administrative privileges as necessary.
- Role-based or equivalent restricted access, where relevant.
- Appropriate logging and monitoring mechanisms.
- Backup and recovery procedures, where relevant.
- Procedures for handling and escalating security incidents.
- Ongoing technical maintenance, updating and risk assessment of relevant systems.
- For the video/audio solution: a fixed camera directed at the relevant court, restricted access to recordings, controlled sharing and other relevant privacy-by-design measures in the actual solution.

Schedule 3 – Sub-processors

The current list of sub-processors is published and maintained electronically by Padel Platform. As at the effective date of this version, the following types of providers and providers are used, among others, to the extent that the relevant functions are used:

Provider	Function	Location/transfer
Microsoft Azure	Hosting, video storage and processing	Sweden/EU; further processing in accordance with the provider's applicable terms
Google / Firebase	Authentication, user account administration and security	According to the specific Firebase services and applicable transfer mechanism
BunnyWay / Bunny CDN	Video streaming and delivery of video content	According to the specific service configuration and applicable transfer mechanism

The list is descriptive and shall be read together with the sub-processor list published from time to time. Additions or replacements shall be made in accordance with clause 8 of the Data Processing Agreement.

Schedule 4 – Relationship with Padel Platform's Privacy Policy and LIA

This Data Processing Agreement does not govern Padel Platform's processing as an independent controller. Padel Platform's Privacy Policy describes the processing activities for which Padel Platform is generally the controller, including the ordinary Padel Platform service and, where Padel Platform is the controller, the processing of video and audio recordings on the legal bases described in the Privacy Policy.

Padel Platform's Legitimate Interests Assessment (LIA) concerning video and audio recording documents Padel Platform's assessment under Article 6(1)(f) of the GDPR for processing activities for which Padel Platform is the controller. The LIA does not in itself constitute an instruction from the customer and does not alter the allocation of roles under this Data Processing Agreement.