Data Processing Agreement

Boomerang Ideas AG · Version: 17.10.2026

1. Subject and terms

1 This contract governs the rights and obligations of the client and the contractor (hereinafter the "Parties") in connection with the commissioned processing or commissioned processing (hereinafter uniformly the "Commissioned Processing" or the "Processing") of personal data or personal data (hereinafter uniformly "Personal Data"). The contractor is the Swiss company Boomerang Ideas AG.

2 This Agreement shall apply to all activities in which the Contractor processes personal data or has personal data processed on behalf of the Client, who is deemed to be the data controller under data protection law. This Agreement shall not apply to activities in which the Contractor alone decides on the means and purposes of the processing of personal data, so that no commissioned processing exists. The use under paragraph 7a is such an activity: for it, the Contractor is an independent controller.

3 The Contractor shall process personal data in accordance with an existing contract with the Client or a contract to be concluded at the same time as this Order Processing Agreement (hereinafter in each case the "Main Contract") as well as in accordance with other contractual agreements between the parties.

2. Nature and purpose of the processing

4 Processing includes any handling of personal data, regardless of the means and procedures used, in particular the archiving, storage, disclosure, acquisition, processing, destruction and use of personal data.

5 The processing may include in particular the following categories of personal data: Gender, language, social network and advertising format played, major region, age group, time of voting, response, user hash, other surveys participated in, residential situation, educational data, political orientation, eligibility to vote.

6 The processing may include in particular the following categories of data subjects: Participants and potential participants of the survey of the respective survey, employees, customers and potential customers, registered users.

3. Obligations of the contractor

7 The Contractor shall process personal data exclusively as contractually agreed with the Client or as ordered by the Client, unless the Contractor is legally obligated to a specific processing. The Contractor shall not use the personal data provided for processing for any other purposes, in particular not for its own purposes. Paragraph 7a is reserved.

7a **Model training and benchmarks.** In derogation from paragraph 7, the Contractor may use study data from the commissioned processing (answers, including free-text answers and chats, together with the characteristics of a survey) to develop, train, evaluate and improve its own models and to create benchmarks, in accordance with section 3.6 of its Terms and Conditions and its privacy policy. For this use, the Contractor acts as an independent

controller (paragraph 2). Before the use, the Contractor removes names and contact details; the data is then linked only to a random identifier (pseudonymised). Benchmarks, including published ones, contain only aggregated results that identify neither the Client nor any data subject. The Client may object by email to hello@boomerangideas.com; the objection applies to future use only. Data already used before an objection or before the end of this Agreement remains in the Contractor's models and benchmarks; paragraphs 40 and 41 do not apply to it. This paragraph does not apply to data in an instance owned by the Client (Sovereign Cloud).

8 The Contractor is subject to Swiss data protection law. The Customer shall inform the Contractor if and to the extent that the commissioned processing is also to be carried out in accordance with certain requirements of foreign data protection law such as, in particular, the European General Data Protection Regulation (GDPR).

9 The Contractor undertakes to maintain confidentiality during processing. Persons who may obtain knowledge of the personal data processed in the order shall undertake to maintain confidentiality, unless they are already subject to a relevant confidentiality obligation by law or by contract.

10 The Contractor confirms that it is aware of the applicable data protection regulations. In particular, the Contractor shall observe the general principles of data protection law for the processing of personal data pursuant to Articles 4, 5 and 7 of the Federal Data Protection Act (FADP).

11 The Contractor warrants that the persons employed by it for processing have been familiarized with the applicable data protection regulations and the relevant provisions of this Agreement prior to the start of processing. The Contractor shall ensure that the persons employed for the commissioned processing are appropriately instructed and monitored with regard to compliance with the applicable data protection regulations.

12 In connection with the commissioned processing, the Contractor shall support the Customer in the creation and updating of any necessary directory of processing activities and in the performance of any necessary data protection impact assessment to the extent required. The corresponding costs of the Contractor for the support shall be borne by the Customer.

13 If the Customer is subject to a control by supervisory authorities or other competent bodies or if data subjects assert claims against it under data protection law, the Contractor undertakes to support the Customer to the extent necessary insofar as the commissioned processing is affected. The corresponding costs of the Contractor for the support shall be borne by the Customer.

14 The Contractor may only provide information to authorities, affected persons or third parties with the prior consent of the Client. This shall not apply to information that must be provided by the Client without prior consent due to mandatory law. The Contractor shall immediately forward to the Client any inquiries addressed directly to the Contractor which relate to the commissioned processing.

15 If and to the extent required by law, the Contractor shall appoint a competent and reliable person as data protection officer. It must be ensured that there are no conflicts of interest for the data protection officer. In cases of doubt, the Customer may contact any data protection officer directly. The Contractor shall inform the Customer of the contact details of any data protection officer or data protection officer appointed. The Contractor shall inform the

Customer without delay of any significant changes in the person or the tasks of the data protection officer or the data protection officer. If the Contractor has not appointed a data protection officer or a data protection officer, the Contractor shall inform the Client of the contact details of a contact person in connection with the commissioned processing.

16 As a matter of principle, the commissioned processing shall take place in Switzerland, in member states of the European Economic Area (EEA) including all member states of the European Union (EU), or in other states whose data protection laws guarantee adequate data protection in the opinion of the Swiss Federal Data Protection and Information Commissioner (FDPIC) or the Swiss Federal Council, or if adequate data protection is guaranteed in individual cases for other reasons, such as through a corresponding contractual agreement, in particular standard contractual clauses, or a corresponding certification. Any further processing may only take place with the consent of the Client and under the conditions pursuant to Art. 6 DPA and in compliance with this Agreement.

4. Technical and organizational measures (TOM)

17 The Contractor shall protect personal data by means of appropriate technical and organizational measures (TOM), in particular in accordance with Art. 7 FADP and Art. 8 et seq. of the Ordinance to the Federal Data Protection Act (FADP). The measures must be continuously adapted to technical and organizational developments. The Contractor shall implement any measures required to maintain data security without delay.

18 The Contractor shall ensure that the personal data processed under the contract is kept separate from other data.

19 Copies shall not be made without the knowledge of the Client. Copies that are necessary for technical, legal or regulatory reasons, in accordance with this contract or for the fulfillment of the contract between the parties are excepted, insofar as such copies do not lead to an impairment of data security.

20 The Contractor shall provide evidence of compliance with its obligations under data protection law, in particular for the protection of personal data through appropriate technical and organizational measures in accordance with Art. 7 FADP and Art. 8 et seq. VDSG.

5. Correction, deletion and blocking of personal data

21 Within the scope of commissioned processing, the Contractor shall only correct, delete or block personal data in accordance with the contractual agreements reached or in accordance with the Client's instructions.

22 The Contractor shall comply with the corresponding instructions of the Customer at any time and also beyond the termination of this Agreement. The corresponding costs of the Contractor - also after termination of this Agreement - shall be borne by the Customer.

6. Subcontracted Processors

23 The Customer generally agrees that the Contractor may use subcontracted processors. The Contractor shall carefully select sub-processors taking into account the suitability of the technical and organizational measures taken by the respective sub-processor.

24 The Customer agrees that the Contractor may use the following subcontracted processors and waives any objection:

- Amazon Web Services EMEA SARL (AWS Europe, Luxemburg)
- Bluehost Inc. (USA)
- GitLab B.V. (Niederlande) / GitLab Inc. USA
- GoDaddy LLC (USA)
- Webflow Inc. (USA)
- Facebook Ireland Ltd. (Irland)
- Snap Group Ltd. (Vereinigtes Königreich)
- LinkedIn (Irland)

25 The Contractor shall inform the Customer in advance of the planned use or planned replacement of subcontracted processors. The Customer may object to the planned involvement or planned replacement - within a reasonable period of time, if any, set by the Contractor - for good cause. If no objection is made within such a period, the consent to the planned involvement or planned replacement shall be deemed to have been given. If there is an important reason under data protection law and no amicable clarification is possible between the parties, the Customer shall be granted the right to terminate this Agreement with immediate effect.

26 If and to the extent that the Contractor uses sub-processors, it shall be incumbent on the Contractor to impose its data protection obligations under this Agreement on the respective sub- processor.

7. Notification obligations

27 The Contractor shall notify the Client of violations of the protection of personal data immediately after becoming aware of them. Reasonable suspicions must also be notified. The notification must contain all necessary information.

28 The Contractor shall - to the extent permissible - inform the Client without undue delay of inspections or other measures by supervisory authorities or third parties, insofar as these relate to the commissioned processing.

29 The Contractor shall - to the extent permissible - inform the Client without undue delay of requests by authorities involving the disclosure or transfer of personal data, insofar as these relate to the commissioned processing. If such information is not or temporarily not permissible due to mandatory law, the Contractor shall take appropriate protective measures in the interest of the Client and within the scope of this Agreement.

30 The Contractor shall inform the Customer without delay of any significant disruptions to the commissioned processing as well as of any violations of data protection regulations or of this Agreement by the Contractor or the persons employed by it.

31 The Contractor shall notify the Customer if it is of the opinion that an instruction of the Customer violates the applicable data protection law. The Contractor shall be entitled to suspend the execution of such instruction until it is expressly confirmed or amended by the Customer in writing.

32 The Contractor assures to support the Customer in its data protection reporting obligations to the extent necessary. The corresponding costs of the Contractor for such support shall be borne by the Customer.

8. Rights and obligations of the client

33 The client alone is responsible for assessing the permissibility of commissioned processing and for safeguarding the rights of data subjects.

34 The Client reserves a comprehensive right of instruction with regard to the commissioned processing. The Client shall issue all orders, partial orders and instructions in documented form, which permits proof by text. In urgent cases, instructions may be issued verbally. The Client shall immediately confirm such instructions in a documented form.

35 The Client shall inform the Contractor without delay if it discovers errors or irregularities in the commissioned processing.

36 The Customer shall be entitled to monitor the Contractor's compliance with the provisions on data protection and this Agreement to a reasonable extent itself or through third parties, in particular by obtaining information and inspecting the stored personal data and the processing programs as well as through other on-site inspections. The Client shall notify the Contractor in good time of such inspections. The Contractor shall allow the persons entrusted with the control - if and to the extent required - to inspect and access the data. The Contractor shall be obliged to provide any information required, to demonstrate processes and to provide evidence required for the performance of an inspection. The costs incurred by the Contractor for such inspections shall be borne by the Customer.

9. Liability and compensation

37 The Contractor shall be liable exclusively for the damage it has caused because it has not fulfilled its legal obligations as a processor, because it has not complied with lawfully issued instructions of the Client or because it has acted against instructions of the Client. The Contractor shall not be liable if it can prove that it is not responsible in any respect for the circumstance that caused such damage.

38 In all other respects, any agreements on liability and compensation in the main contract and other contractual agreements shall also apply to the commissioned processing.

10. Termination

39 This contract is concluded for an indefinite period. This contract ends with the main contract. The parties are entitled to terminate this Agreement with immediate effect if there is an important reason such as, in particular, a serious breach of data protection law or of this Agreement.

40 Upon termination of this contract or the main contract and at any time upon request of the Client, the Contractor shall, at the Client's discretion, either destroy or hand over to the Client the personal data processed under the contract, including copies thereof, unless the Contractor is entitled or obligated by law, regulation or contract to continue to store such data.

41 Upon termination of this Agreement, the Contractor is obligated to immediately delete or return Personal Data, also to sub-processors, unless they are entitled or obligated by law, regulation

or contract to continue to retain it.

42 The documentation serving as proof of proper processing shall be kept by the Contractor in accordance with the respective retention periods for at least five years beyond the termination of this Agreement. The Contractor may hand it over to the Customer at any time for its own discharge.

11. Other provisions

43 The parties may supplement this Agreement with Annexes. Such annexes shall form an integral part of this Agreement.

44 The parties are obligated to treat as confidential all knowledge of data security measures and trade secrets of the other party obtained in the course of the commissioned processing, even after the termination of this Agreement. If there is any doubt as to whether information is subject to the obligation of confidentiality, it shall be treated as confidential until expressly released by the other party. Information shall also be treated as confidential if it was already known to one party prior to the signing of this Agreement or if it is publicly accessible.

45 Should individual parts of this contract be invalid, this shall not affect the validity of the rest of the contract.

46 This contract shall be governed exclusively by Swiss law. The exclusive place of jurisdiction shall be at the registered office of the Contractor.