



# RICKERT.LAW

## **Representative as a Service Agreement**

between

Rickert Rechtsanwalts-gesellschaft mbH, Colmantstraße 15, 53115 Bonn, represented by its managing director Thomas Rickert (“Law Firm”)

and

Misfits Change Makers Private Limited (trading as FlexiFunnels), H.NO. 165B, Mandir Lane No. 5, South Vanasthali, Ballapur, Dehradun, Uttarakhand, India, 248001, represented by its Founder & Director Karthik Ramani (“Client”)

### **1. Preamble**

The Client needs to appoint a privacy representative

in the EU

in the UK

to comply with the EU-GDPR and / or the UK GDPR. The Law Firm offers to perform this role as a service for the EU and for the UK via Rickert Services UK Ltd. (hereinafter referred to as Rickert Services UK and jointly referred to as “Rickert”).

The Law Firm is duly authorized to accept designations as the representative by Rickert Services UK Ltd.

### **2. Designation / Obligations of the Parties**

- a. With this contract and if the Client uses the EU-GDPR representative service, the Law Firm is designated as the Client’s representative according to Art. 27 GDPR.

The EU-GDPR representative Client may use the following data to announce the designation to be included in the information according to Art. 13 GDPR:



Rickert Rechtsanwaltsgesellschaft mbH  
- Misfits Change Makers Private Limited (trading as FlexiFunnels)-  
Colmantstraße 15  
53115 Bonn  
Germany  
art-27-rep-flexifunnels@rickert.law

Further, if the Client uses the UK-GDPR representative service, the Rickert Services UK is designated as the Client's representative. The Client may use the following data to announce the designation to be included in the information according to Art. 13 GDPR:

Rickert Services Ltd UK  
- [YOUR COMPANY NAME] -  
PO Box 1487  
Peterborough  
PE1 9XX  
United Kingdom  
art-27-rep-[YOUR COMPANY NAME]@rickert-services.uk

- b. Depending on who is being contacted, Law Firm or Rickert Services UK Ltd. will forward incoming correspondence to the Client and liaise with and respond to queries from authorities as well as data subjects.
- c. The Client undertakes to maintain a record of processing activities, keep this up to date and provide the Law Firm with such record of processing activities and any updates thereof according to the EU-GDPR and Rickert Services UK Ltd. according to UK-GDPR.
- d. The Client further undertakes to respond to requests sent by Rickert promptly and provide information that allows for the Rickert to give substantive responses to eligible third-party requestors, such as data protection authorities.
- e. The fee is depending on the company size. The Client undertakes to inform the Law Firm if the number of staff changes so that the fee can be adjusted if need be.

### **3. Remuneration**

- a. The basic non-refundable fee is 49.00 EUR / month, which will be invoiced per month in advance. The fee includes the designation of the representative and relaying third-party correspondence received by e-mail as well as scanning and forwarding incoming paper correspondence. Correspondence will be sent to the Client and responses prepared by the Client will be sent to the third-party without any volume limit.
- b. Should the Client request additional work to be performed by Law Firm, this will be charged at 275 EUR / hour. All additional work will be signed-off by the Client in advance.
- c. The fees will, however, be reimbursed pro rata if Rickert chooses to terminate the agreement for convenience.
- d. All fees are subject to VAT, if applicable, at the prevailing rate.



#### **4. Additional legal services**

The Client may obtain additional legal services from the Law Firm upon request. Such work may encompass

- the legal assessment of incoming requests (e.g. whether an alleged incident needs to be reported to authorities)
- drafting of responses to requestors (e.g. to data subject requests)
- drafting of privacy policies or records of processing activities or
- dealing with data protection authority proceedings.

Inquiries for support can be sent to [datenschutz@rickert.law](mailto:datenschutz@rickert.law).

#### **5. Indemnification**

To the extent Rickert is not responsible for the third-party claim, the Client is obliged to indemnify Rickert without regard to fault from any disadvantages including the costs of appropriate legal action in connection with Rickert's role as representative with respect to third party claims. This covers justified and unjustified claims and extrajudicial claims.

Should the event leading to the indemnification also lead to claims against the third-party, Rickert shall assign these to the Client in exchange for compensation for the disadvantages suffered.

#### **6. Limitation of Liability**

Oral information in the course of a first consultation and information provided by telephone is nonbinding in the absence of written confirmation. Rickert's liability for damages for violation of contractual, precontractual and statutory principal and ancillary obligations and extracontractual fault-based liability is limited to EUR 1,000,000.00 for each instance. The limitation of liability does not apply to damage caused by gross negligence or intent, nor to liability for culpable injury to life, limb or health. The above limitation of liability applies to Clients retaining Rickert in their commercial capacity, i.e. in the exercise of their commercial or freelance professional activities, and to legal persons and special funds under public law, with the further provision that liability for gross negligence on the part of the ordinary persons employed by the Rickert to perform the Rickert's obligations is limited to EUR 1,000,000.00, except for culpable injury to life, limb or health. Rickert is prepared on written request by the Client including a commitment to advance resulting additional costs to take out an insurance policy for a specific case in the amount requested by the Client and to increase the above limits on liability to the amount of the cover to be provided. It should be noted that currently cover for damage arising out of attorney malpractice is normally available in Germany within a reasonable period for at most EUR 5,000,000.00 and that the Attorney cannot give any assurance that cover will be available at short notice for the amount desired by the Client. Any claims for damages by the Client lapse in three years



from their date of origin, or at most three years after the end of the mandate.

## 7. Term of the agreement

- a. The agreement is concluded for an indefinite period.
- b. Both Parties are entitled to terminate this Agreement with three (3) months' notice in writing to the end of a month.
- c. This is without prejudice to the right to termination for important cause. Important cause is given in particular if the Client fails to
  - i. respond to Rickert's requests;
  - ii. pay invoices for advances or services rendered; or
  - iii. provide the Law Firm with up-to-date records of processing activities despite written reminders.

## 8. Contact

- a. All correspondence to Rickert shall be made to:  
Rickert Rechtsanwaltsgesellschaft mbH  
Colmantstraße 15  
53115 Bonn  
Germany  
datenschutz@rickert.law
  
- b. All correspondence to the Client shall be made to (please provide at least Name and e-mail):

### Billing Contact:

Name: Karthik Ramani  
Function: Founder & Director  
Address: H.NO. 165B, Mandir Lane No. 5, South Vanasthali,  
Ballapur, Dehradun, Uttarakhand, India, 248001  
Phone: +919500000110  
Email: karthik@flexifunnels.com

### Primary Contact (incoming correspondence):

Name: Karthik Ramani  
Function: Founder & Director  
Address: H.NO. 165B, Mandir Lane No. 5, South Vanasthali,  
Ballapur, Dehradun, Uttarakhand, India, 248001  
Phone: +919500000110  
Email: karthik@flexifunnels.com

### Secondary Contact:

DPO: dpo@flexifunnels.com  
Security: security@flexifunnels.com

## 9. Other provisions

- a. Bonn is the sole venue for all disputes arising out of or in connection with the mandate. German law shall apply.
- b. Place of performance is Bonn, Germany and London, UK.



- c. Modifications to the present agreements must be in writing. This also applies to amendment to the requirement of written form. No ancillary agreements are made.
- d. The invalidity of individual provisions of the present agreement or its incompleteness does not affect the validity of the other provisions. An invalid provision is replaced by another which is effective and most closely approximates the economic effect of the original provision. The same applies if individual points are not covered.

15.04.2026

\_\_\_\_\_  
Date

Signed by:  


\_\_\_\_\_  
(Client's signature)

15.04.2026

\_\_\_\_\_  
Date

DocuSigned by:  


\_\_\_\_\_  
(Rickert's signature)

## APPENDIX – Information on Data Processing