

DATA PROCESSING AGREEMENT

ASSEMBLED

On the one hand, **HELLO UMI S.L.**, entity of Spanish nationality with professional address at Barcelona, Carrer de París, 82, Bajo 1, Derecha, CP 08029, provided with Tax Identification Number ESB98767551 (hereinafter, "the **Processor**")

It is found in this act by Mr. Jiaqi Pan, who acts in his capacity as CEO.

And on the other hand,

_____, entity of _____, nationality with professional address at _____, number _____ and provided with Tax Identification Number _____ (hereinafter, "the **Controller**").

It is found in this act by Mr/Mrs _____, who acts in his capacity as _____.

or

On the one hand, Mr/Mrs _____, of legal age, with professional address in _____, number _____ and provided with Tax Identification Number _____ (hereinafter, "the **Controller**").

Both parties can jointly be called as "the **Parties**" or individually as "the **Party**".

The Parties, of their free and spontaneous wills, declare to have and recognize, mutually and reciprocally, the legal capacity necessary to grant this Data Processing Agreement, for which purpose,

STATE

I. That, the Controller is a company dedicated to _____.

II. That, the Processor is a company that offers a platform or suite which works transforming a website into conversational experiences by creating and using a chatbot, as well as analysing the data obtained through the chatbot. The Services offered by Landbot.io include chatbots that can also be used on the main messaging channels. One of the aims of these Services is to obtain higher conversion rates and a unique experience for the visitors (hereinafter, "the **Services**") on behalf of the Controller.

III. That, by virtue of the foregoing principles, the Parties, free and spontaneously, have granted the following agreement concerning data processing on behalf of third party (hereinafter, "the **Agreement**") subjected to the following:

STIPULATIONS

1. Object

The object of the current Agreement is to regulate the relation between the Controller and the Processor, in order to comply with the provisions of article 28 REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation, hereinafter, "GDPR").

2. Data Processing by the Processor

The Processor will process on behalf of the Controller all the necessary personal data to carry out the Services. The treatment will have a duration equal to the provision of the Services, so once the provision of Services ends, the processing will also end.

3. Identification of Data Affected

When executing the Services, the Controller must supply the Processor the following data:

Type of personal data	Categories of data subject
Identifying data	Clients

The Controller assumes the obligation to forward this information to the Processor, in writing, to the email legal@landbot.io, as well keeping Processor informed of any changes or updates made herein.

4. Obligations of the Processor

The Processor is obliged to:

- a) Use the personal data of treatment, or those collected for its inclusion, only for the strict provision of Services. Under no circumstances the Processor is allowed to use the data for its own purposes.
- b) Process the data according to the Controller's instructions. If the Processor considers that some of the instructions contravene the GDPR or any other disposition regarding European data protection or Member States, the Processor shall inform the Controller immediately about it.
- c) If necessary, keep in writing the record of all categories of processing activities carried out on behalf of the Controller, according to article 30.2 GDPR.
- d) Not communicate the data to third parties, unless with express authorization of the Controller to do so, and in legally admissible cases.

The Processor can communicate data to other processors of the same Controller, according to its instructions. In this case, the Controller will identify, previously and in writing, (i) the entity to which the data must be communicated, (ii) the data to be communicated and (iii) the security measures to be applied to proceed with the communication.

If the Processor needs to transfer personal data to a third country or international organisation, under the European or Member States law, it will inform the Controller about this legal requirement in advance, unless the laws of such country prohibits the data transfer for important reasons of public interest.

- e) Do not subcontract any of the provisions that are part of the Services that involve the processing of personal data, except for the auxiliary activities necessary for the normal functioning of the Processor's Services. In the event that it is necessary to subcontract, it will be communicated previously and in writing to the Controller, at least 20 (twenty) calendar days in advance, pointing out those treatments which will be subcontracted and identifying clearly and unequivocally the subcontractor company and their contact information.

The subcontracting may be carried out if the Controller does not manifest its opposition, in writing, within the established term. The subcontractor, who will also be deemed as processor, is equally obliged to comply with the obligations assumed in this document by the Processor and the instructions defined by the Controller. It corresponds to the initial Processor in charge to regulate the new relationship so that the new processor is subjected to the same conditions (instructions, obligations, security measures, etc.) and with the same formal requirements in relation to the adequate treatment of personal data and the guarantee of the rights of the people affected. In case of breach of these terms by the subcontractor, the initial Processor will remain fully responsible for the compliance of the obligations assumed under this Agreement.

- f) Maintain the duty of secrecy with respect to personal data to which it has had access under the provision of services, even after the end of its provision.
- g) Guarantee that the persons authorized to process personal data commit themselves, expressly and in writing, to respect confidentiality and to comply with the corresponding security measures, of which they must be informed conveniently.
- h) Keep available to the Controller the documentation proving compliance with the obligation established in the previous section.
- i) Guarantee the proper formation about personal data protection of the people authorized to process personal data.
- j) Attend to the Controller in response to the exercise of the following rights:
 1. Access, rectification, erasure, and object;
 2. Restriction of processing;
 3. Right to data portability;
 4. Not to be object of automated individual decision-making (including profiling).

Where people affected exercise their access, rectification, erasure and object rights, restriction of processing, data portability and the right to not to be object of automated individual decision-making in front of the Processor, they must communicate it through the following email: _____ . The communication must be made immediately and in no case beyond the following working day upon the reception of the request, jointly, if necessary, with any other relevant information that can be useful to solve the request.

- k) Notify the Controller, without undue delay and, in any case, before the maximum period of 48h (forty eight hours), through an email sent to the following address: _____ , the personal data breach in its charge to which it has knowledge, along with all relevant information for the documentation and communication of the incident.

Notification will not be necessary when it is unlikely that such security breach constitutes a risk to the rights and freedoms of natural persons.

If available, it will be provided, at least, the following information:

1. Description of the nature of the personal data breach including where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned;
2. Communicate the name and contact details of the data protection officer or other contact point where more information can be obtained;
3. Description of the likely consequences of the personal data breach;
4. Description of the measures taken or proposed to be taken by the Controller to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects.

Where, and in so far as, it is not possible to provide the information at the same time, the information may be provided in phases without undue further delay.

- l) Support the Controller when carrying out impact assessment concerning data protection, where applicable.
- m) Support the Controller when carrying out prior consultations with the supervisory authority, where applicable.
- n) Make available to the Controller all the necessary information to demonstrate compliance with their obligations, as well as for the performance of audits or inspections carried out by the Controller or another authorized auditor by him.
- o) Take technical and organisational measures necessary to ensure an appropriate level of security for the risk taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons. In any case, it must implement mechanisms to:
 1. the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
 2. the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident;
 3. a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing;
 4. the pseudonymisation and encryption of personal data.
- p) Designate a data protection officer and communicate his contact details, where applicable.
- q) Carry out one of the following actions (the one marked with an "X") once the provision of the Services has been completed:
 - Return to the Controller the personal data and, if applicable, the media where they appear. The return must involve the total erasure of the existing data in the computer equipment used by the person in charge of the Processor.
 - Return to the Processor designated in writing by the Controller, the personal data and, if applicable, the media where they appear. The return must involve the total erasure of the existing data in the computer equipment used by the Processor.

- Destroy the data, after which the Processor must certify its destruction in writing and must deliver the certificate to the Controller.

In both cases, the Processor can keep a copy, with the data duly blocked, while responsibilities may be derived from the execution of the services.

5. Obligations of the Controller

The Controller must:

- a) Deliver or allow the Processor the data specified in this Agreement.
- b) Carry out a data protection impact assessment in relation to treatment operations to be performed by the Processor, where applicable.
- c) Conduct the corresponding prior consultations.
- d) Ensure, prior to and throughout the processing, the compliance with the GDPR by the Processor.
- e) Supervise the processing, including inspections and audits.
- f) *Provide the right of information at the time of data collection.*
- g) Comply with the rest of obligations that GDPR establishes for the Controller.

6. Nullity and inefficiency of the Stipulations

If any clause of this Agreement is declared totally or partially null or ineffective, such nullity or ineffectiveness will affect only that provision or the part of it that is null or ineffective, remaining the rest of the Agreement valid in everything else and having such disposition, or the part of it that was affected, as not existing.

7. Applicable Law and Jurisdiction

This Agreement will be governed by and construed in accordance with the laws of Spain and will be subject to the jurisdiction of the Courts and Tribunals of Barcelona.

8. Notifications

All notifications, requests and other communications that have to be made between the Parties in relation to this Agreement, must be made in writing and it will be understood that they have been duly made when delivered by hand or sent to the address in a reliable manner to the domicile of the other Party that appears in the heading of this Agreement.

Expenses and Taxes

In its case, the expenses of elevation to public and indirect taxes derived from the granting of this Agreement will be borne by the Parties according to law.

And, in proof of compliance, the Parties sign this Agreement in duplicate copy and for a single purpose,

In Barcelona, on _____, _____, 20____.

Signed.: _____
By the Controller

By the Processor


Name: Jiaqi Pan
Title: CEO