DATA PROCESSING CONTRACT

BETWEEN, Hello Umi S.L entity from Spanish nationality with registered office at Carrer de Mallorca, 184, CP 08036, Barcelona (Spain) and provided with Tax ID ESB98767551 (hereinafter, " the Processor "). It is represented in this act by Jiaqi Pan who acts in its condition of CEO.

AND,_____entity of_____
with registered office in_____, and provided with Tax ID   ,
(hereinafter, " the Controller "). It is represented in this act   by   _____ ,
who acts in its condition of_____.
                                                                        .

Both parties may be referred collectively as "the Parties" or individually as "the Party". The Parties, by their free and spontaneous wills, declare to have and recognise, mutually and reciprocally, the legal capacity to grant this contract, for which purpose,

MANIFEST

That, by the preceding considerations, the Parties have agreed to grant this data processing contract for the Controller (hereinafter, "the Contract"), subject to the following:

CLAUSES

1. **Purpose**: Regulate the relationship between Controller, in its capacity as Controller of treatment, and Processor, in its capacity as Processor of Treatment, in order to comply with the provisions of the Article 28.3 of Regulation (EU) 2016/679 (hereinafter, "the Regulation") and ensure the security of personal data. The Processor undertakes to process personal data only by following the instructions provided by Controller and guarantees that the persons authorised to process personal data undertake to respect confidentiality or will be subject to confidentiality by statutory obligation.

2. **Services and duration**: The validity of this Contract will be equal to the duration of the provision of the services contracted by the Controller to the Processor, (hereinafter, "the Services").

3. **Nature and purpose of the treatment**: The processing of personal data will be done solely and exclusively to provide the Services.

4. **Type of personal data and categories of interested parties**: Except that the Controller specifies otherwise, the data that may be subject to treatment is not considered sensitive data. The category of interested parties are client.

5. **Obligations and rights of the Controller**: a) Deliver, or allow the access of the Processor to, the data in order to provide the Services. b) Carry out a privacy impact assessment to the protection of personal data by each of the treatment activities whose are carried out by the Processor, when it be appropriate. c) Carry out the corresponding prior consultations. d) Ensure, prior to and throughout the treatment, compliance with the Regulation by the Processor. e) Supervise the treatment, including carrying out inspections and audits.

6 **Obligations of the Processor** : a) Processing personal data only following documented instructions from the Controller, including with regard to transfers of personal data, unless required to do so by Union or Member State law; in such case, the Processor will inform Controller of that legal requirement before processing, unless that Law prohibits such information on important grounds of public interests. b) Ensure that the persons authorised to process personal data have committed themselves to confidentiality or are under an appropriate statutory

obligation of confidentiality. c) Take all measures required pursuant to Article 32 of the Regulation. d) Do not subcontract the processing of data to other Processors, without prior authorisation. e) Assist the Controller, taking into account the nature of the processing, by appropriate technical and organisational 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. In this case, the Processor must communicate it by email to the following address legal@landbot.io. The communication must be made immediately and in no case beyond the working day following the receipt of the request, together with, where appropriate, the information that may be relevant to respond the request. f) Assists the Controller in ensuring compliance with the obligations pursuant to Articles 32 to 36 taking into account the nature of processing and the information available to the Processor. g) At the choice of the Controller, deletes or returns all the personal data to the Controller after the end of the provision of services relating to processing, and deletes existing copies unless Union or Member State law requires storage of the personal data. h) Makes available to the Controller all information necessary to demonstrate compliance with the obligations laid down in Article 28 of the Regulation, as well as to allow and contribute to audits, including inspections, conducted by the Controller or another auditor mandated by the controller.
i) Inform the Controller immediately if, in the opinion of the Processor, when an instruction infringes the Regulation or other data protection rule from the Union or Member State. j) Comply with any other obligation set by the current data protection regulations. k) Notify to the Controller, without undue delay and where feasible, before the maximum period of 48 hours, through email, any personal data breach with all the relevant information for the documentation, resolution and communication of the incident.

7   **Subcontracting**: The Person in charge is authorised to subcontract with the following categories of Processors: Suppliers of electronic communications and online office automation, hosting, SaaS services such as CRM / ERP, accounting, auditing and lawyers. The Person in Charge may transfer the personal data to Processors located in the United States of America, who are members of the Privacy Shield, which has an adequacy decision from the Commission (Commission Implementing Decision (EU) 2016/1250). When the Processor turns to another Processor to carry out certain treatment activities on behalf of the Client, he will impose to the other Processor, by agreement, the same data protection obligations as those stipulated in this Contract. If that other Processor fails to comply with their data protection obligations, the Processor will remain fully responsible with the Client for the fulfilment of the obligations of the other Processor.

8   **Applicable Law and Jurisdiction**: Spanish laws will govern this Contract, and if there is any dispute it will be resolved in the courts of the domicile of Controller.

In_____the day_____.

By the Processor   By the Controller

Name: Jiaqi Pan
   Title: CEO   **Your Legal Name:_____**
                                                                Name of Signatory: _____
                                                                Title of Signatory
                                                                (if applicable):_____
                                                                Date:_____