

DATA PROCESSING AGREEMENT

THIS DATA PROCESSING AGREEMENT (the **DPA**) is concluded between **YOU & AI BV**, a company incorporated under Belgian law, with its registered office at Edward Pecherstraat 38/105, 2000, Antwerp, Belgium, registered in the Crossroads Bank for Enterprises with company number 0801.084.396 (the **Service Provider** or **Processor**) and the user (the **User** or **Controller**) and forms part of the agreement between the Service Provider and the User. The Service Provider and User are hereinafter referred to collectively as the Parties.

The object of this cooperation is the provision of the Processor of Services to the Controller by providing and supporting the software or application of artificial intelligence offered by the Service Provider, in the context of which Personal Data may be processed for the Controller's benefit.

Through the conclusion of the present DPA, the Parties wish to establish their respective rights and obligations in relation to the Processing of Personal Data by the Processor on behalf of the Controller.

The Parties shall continuously comply with the applicable regulations regarding the processing of Personal Data, including the 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 (the **GDPR**) and the Belgian legislation and/or regulations implementing and/or supplementing it, including the Act of 30 July 2018 on the protection of natural persons with regard to the processing of personal data and the Act of 3 December 2017 establishing the Data Protection Authority (together the **Data Protection Legislation**).

THE PARTIES HAVE AGREED AS FOLLOWS

1 DEFINITIONS AND INTERPRETATION

- 1.1 The terms used in this DPA, including but not limited to Personal Data, Processing, Controller, Processor, Data Subject and Personal Data Breach shall be interpreted in accordance with the definitions provided in the Data Protection Legislation.
- 1.2 Unless otherwise provided, any reference in this DPA to:
 - a. a statutory provision: a reference to that provision as amended or renewed;
 - b. a person: to be interpreted to include successors, transferees and assignees, where a 'person' includes any individual or company, or any partnership, corporation, enterprise, government or agency of a government, association, trust, joint venture or any consortium or partnership (whether or not having separate legal personality);
 - c. an agreement, document or instrument: a reference to that agreement or document or instrument as amended, supplemented, extended or modified, or as modified as a result of novation;
 - d. titles and headings: included for reference and overview only and shall in no way affect the content, meaning or interpretation of any provision of this DPA;
 - e. the terms "including" and "in particular": deemed to be supplemented by the expression "(but not limited to)"; and

- f. the plural: to be interpreted to include the singular and vice versa, and words referring to one gender will be interpreted to include the other gender.

2 OBJECT

- 2.1 The Processor shall Process Personal Data on behalf of the Controller in the execution of the agreement. Consequently, for the purposes of this Processing, the Service Provider shall be considered a Processor within the meaning of Article 4 (8) of the GDPR and the User shall be considered as a Controller within the meaning of Article 4 (7) of the GDPR for the Processing of Personal Data.
- 2.2 The Controller hereby entrusts to the Processor the Processing of Personal Data on behalf of the Controller. Processor hereby accepts to perform this assignment in accordance with the provisions of this DPA.
- 2.3 To the extent a provision of this DPA conflicts with the provisions of the agreement or the terms of use, the provisions of this DPA shall prevail (to the extent the conflict relates to the Processing). The provisions of the agreement and terms of use shall apply additionally to the Processing.
- 2.4 The categories of Personal Data to be processed, the categories of Data Subjects, as well as the nature and purposes for which the Personal Data are processed are set out in more detail in **Annex 1** (*Description of Processing*).

3 INSTRUCTIONS

- 3.1 In Processing the Personal Data, Processor undertakes in particular to follow the written instructions of the Controller and to ensure that:
 - a. the Personal Data are processed solely by Processor, its employees or its subcontractors in accordance with documented instructions from the Controller (see in particular the instructions below), unless legislation of the Union or of the Member State to which Processor is subject, applicable to Processor, obliges Processor to Process, in which case Processor shall notify the Controller of this legal obligation prior to the relevant Processing, unless the relevant legislation prohibits such notification for reasons of public interest;
 - b. the Personal Data are processed solely for the purposes specified by the Controller; and
 - c. Processor shall notify the Controller if Processor considers that an instruction constitutes a breach of the GDPR or any other Union or Member State data protection law.
- 3.2 With regard to the transfer of Personal Data to a third country or an international organisation, Processor shall only act on the basis of written instructions from Controller, unless a provision of Union or Member State law applicable to Processor obliges it to process. In the latter case, Processor shall notify Controller, prior to Processing, of that legal requirement, unless the law prohibits such notification for important public interest reasons.

4 CONFIDENTIALITY

- 4.1 Processor is obliged to maintain the confidentiality of the Personal Data it receives from Controller, or on behalf of Controller, and binds its staff, independent service providers,

agents and group entities that have access to the Personal Data made available by or on behalf of Controller to the same obligation of confidentiality.

- 4.2 The Controller authorises Processor to disclose Personal Data to group entities and subcontractors (sub-processors) who consequently participate in the performance of the agreement and are authorised to receive such Personal Data if necessary for the performance of Processor's services under the agreement.

5 TECHNICAL AND ORGANISATIONAL MEASURES

- 5.1 Taking into account the state of the art, the costs of implementation, the nature, scope, context and purpose of the Processing and the risks to the rights and freedoms of natural persons, which vary in probability and severity, Processor shall take the necessary technical and organisational measures to ensure a level of security appropriate to the risk.
- 5.2 In assessing the appropriate level of security, Processor shall take into account the processing risks, especially those resulting from the destruction, loss, alteration or unauthorised disclosure of, or unauthorised access to, data transmitted, stored or otherwise processed, whether accidental or unlawful.
- 5.3 The Parties recognise that security requirements are constantly changing and that effective security requires frequent evaluation and regular improvement of security measures. The Processor shall therefore continuously evaluate and reinforce, supplement or improve the measures it has taken to comply with its obligations.
- 5.4 The Controller, through its DPO or Security Officer ICT, may request to see the technical and organisational measures taken by the Processor.

6 PROCESSING BY SUB-PROCESSORS

- 6.1 Processor may engage subcontractors (sub-processors) to perform specific processing activities. The Controller gives a general authorisation to engage the sub-processors who will perform processing activities on behalf of Processor as set out in **Schedule 2** to this DPA.
- 6.2 Processor shall give Controller prior written notice of its intention to appoint an additional or replacement sub-processor, giving Controller the opportunity to review the sub-processor. If the Controller (i) requires additional information about the proposed sub-processor, (ii) reasonably objects to the appointment of the proposed sub-processor, or (iii) requests additional technical or organisational measures to be implemented, the Controller shall notify the Processor by email. If Controller reasonably objects or requests additional data protection measures, the notification will always include a written justification.
- 6.3 By written agreement, Processor shall impose the same data protection obligations on sub-processors, where applicable, as those imposed on it in this DPA, so that the Processing complies with the requirements of the GDPR and the sub-processor acts in accordance with the Controller's instructions.
- 6.4 Processor remains liable to the Controller for compliance with the obligations imposed on the Processor and sub-processors by the GDPR and the DPA, even if the Processing is outsourced to a sub-processor.
- 6.5 Except as provided in Schedule 2, Processor shall not engage third parties (sub-processors) outside the European Economic Area in the performance of its work, unless Controller has given prior written authorisation.

7 RIGHTS OF DATA SUBJECTS

- 7.1 Processor shall provide Controller with all information and assistance necessary to enable Controller to comply with its obligations under the GDPR and to demonstrate compliance with those obligations.
- 7.2 Processor shall, at the first request of Controller as soon as possible after a request is made, proceed to provide in writing any necessary information that Controller may need and to correct, supplement, delete or block Personal Data.
- 7.3 Processor shall be entitled to charge additional costs for the assistance covered by this Article 7, at a rate agreed upon in the agreement or terms of use or, in the absence thereof, at a reasonable hourly rate.

8 PERSONAL DATA BREACH

- 8.1 Processor shall promptly notify the Controller by email of any breach, risk or suspicion of a Personal Data Breach and any necessary information regarding such risk, suspicion or breach.
- 8.2 Processor shall then provide Controller with all information necessary to enable Controller to comply with any obligation to notify the Data Protection Authority and, where appropriate, notify Data Subjects of the Personal Data Breach.
- 8.3 This notification shall include, if possible:
- d. A description of the nature of the Personal Data Breach, the categories and number of Data Subjects affected as well as the categories and number of recorded Personal Data affected;
 - e. the name and contact details of the data protection officer of the Processor or sub-processor or any other contact point where further information can be obtained;
 - f. A description of the circumstances of the Personal Data Breach, in particular its identification, detection and remedy;
 - g. A description of the likely consequences of the Personal Data Breach and the measures or actions recommended to Data Subjects; and
 - h. a description of the existing measures immediately taken and envisaged to remedy the Personal Data Breach, as well as the timeframes within which these measures will be implemented.
- 8.4 If all this information cannot be provided at the same time, it may be communicated in a staggered manner but without unreasonable delay.
- 8.5 Processor acknowledges that any information about a Personal Data Breach may be confidential. The Processor shall ensure that it or, where applicable, the sub-processor never communicates the Breach to competent authorities or Data Subjects, except upon documented instructions from the Controller or if required by applicable law to which the Processor is subject, in which case the Processor shall, to the extent permitted by applicable law, notify the Controller of such legal obligation before the Processor communicates the Personal Data Breach.
- 8.6 Processor shall be entitled to charge additional costs for the assistance covered by this Article 8, at a rate agreed upon in the agreement or terms of use or, in the absence thereof, at a reasonable hourly rate.

9 AUDITS

- 9.1 Processor shall enable the Controller to carry out appropriate monitoring of the Processor and the Processing. Any audit that will be conducted will be notified to the Processor at least sixty (60) days prior to the audit. Such audit will not occur more frequently than once per contract year.
- 9.2 Processor shall provide the Controller with all information and documentation necessary to demonstrate compliance with the obligations contained in this DPA.
- 9.3 The costs of the audit shall be borne by Controller. If the audit shows that the Processor does not meet the conditions for lawful processing in accordance with the GDPR and/or the provisions in this DPA, the Processor shall bear the costs of the audit.

10 DATA PROTECTION IMPACT ASSESSMENT

- 10.1 Taking into account the nature of the Processing and the Personal Data at its disposal, Processor shall, upon request, provide the Controller with the necessary assistance and information regarding the obligation to carry out a data protection impact assessment (hereinafter referred to as a **DPIA**) as referred to in Article 35 of the GDPR, and in particular to achieve a complete and correct assessment and management of risks.
- 10.2 Upon request, Processor shall provide assistance to Controller if consultation with the supervisory authority takes place as a result of an DPIA by Controller.
- 10.3 Processor shall be entitled to charge additional costs for the assistance covered by this Article 10, at a rate agreed upon in the agreement or terms of use or, in the absence thereof, at a reasonable hourly rate.

11 LIABILITY

- 11.1 The liability of the Controller and Processor is limited to what is provided in the terms of use or agreement.

12 DURATION AND TERMINATION

- 12.1 This DPA shall be terminated by law and without any additional actions being required, when the agreement is terminated or comes to an end.
- 12.2 Processor shall, in the event of termination of this DPA, at Controller's option, either delete all Personal Data or return all Personal Data to Controller and delete existing copies, unless Union or Member State law applicable to Processor requires Processor to store the Personal Data.

13 GENERAL PROVISIONS

- 13.1 No Party may assign or transfer any of its rights under this DPA without the prior written authorisation of the other Parties.
- 13.2 No failure or delay in exercising any right, power or remedy under this DPA nor any separate or partial exercise by any Party of any right, power or remedy shall be deemed a waiver thereof. The remedies provided in this DPA are cumulative and do not exclude any remedies provided by law.

- 13.3 Each provision of this DPA is severable and distinguishable from the others, and if at any time one or more provisions are or become invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or diminished thereby.

In the event of such invalidity, illegality or unenforceability, the Parties shall negotiate in good faith with a view to reaching an agreement on the replacement of the provision in question by a provision that is valid, lawful and enforceable and that is, to the extent possible, consistent with the intent and purpose of this DPA and whose economic effect is as close as possible to the provision to be replaced.

- 13.4 This DPA may be executed in as many copies as desired as also by the various Parties on separate copies, each of which signed copies shall be considered an original, but all of which together shall constitute one and the same instrument.
- 13.5 This DPA and any non-contractual obligations arising hereunder or related thereto are subject to and shall be interpreted in accordance with Belgian law.
- 13.6 Any dispute arising out of or in connection with this DPA shall be settled exclusively by the courts of Brussels.

ANNEX 1 - DESCRIPTION OF PROCESSING

1 SUBJECT MATTER AND NATURE OF PROCESSING

The Processor provides Services to the Controller in accordance with the agreement and/or terms of use in by providing and supporting the software or application of artificial intelligence offered by the Service Provider, in the context of which Personal Data may be processed for the Controller's benefit.

2 PURPOSES OF PROCESSING

The Personal Data will be processed by the Processor on behalf of the Controller for the following purposes: handling queries and requests from website visitors.

3 DESCRIPTION OF PERSONAL DATA

The Personal Data processed by the data subject will be processed by the Processor on behalf of the Controller include conversational data voluntarily communicated by the website visitor as a result of an interaction with the software or application of artificial intelligence, including but not limited to identification data, contact details, address data, customer data and financial data.

4 CATEGORIES OF DATA SUBJECTS

The Personal Data that is the subject of Processing under this DPA relates to the following categories of Data Subjects: website visitors of the Controller.

ANNEX 2 - SUB-PROCESSORS

Subprocessor	Contact details	Processing activity
Azure	https://support.microsoft.com/contactus?ContactUsExperienceEntryPointAssetId=2315e669-8b1f-493b-5fb1-d88a8736ffe4	Storage of personal data in Western Europe
Azure Open AI	https://support.microsoft.com/contactus?ContactUsExperienceEntryPointAssetId=2315e669-8b1f-493b-5fb1-d88a8736ffe4	Create vector representations of texts and generate answers based on users' questions
Stripe Payments Europe	https://stripe.com/nl-us/contact	Processing of payment requests and data related to payments
Qdrant	https://qdrant.tech/legal/impressum/	Storing vector representations in a database
Modal	https://modal.com/company	Server service where the website is read out for the chatbot