

## **DATA PROCESSING ADDENDUM**

In compliance with the EU Regulation 2016/679 General Data Protection Regulation, (hereinafter, "GDPR") and the Spanish Data Protection Act (hereinafter "LOPDGDD"), the purpose of this Data Processing Addendum is to regulate the conditions under which **WOZTELL SANUKER S.L** (hereinafter "**WOZTELL SANUKER**", or "Data Processor, indistinctly), with registered office at C/ de Méndez Álvaro, 20, 28045 Madrid (Spain) provided with CIF B88356787, will carry out as a Data Processor, the processing of personal data necessary to provide the Services to the Client (hereinafter "Client or "Data Controller" indistinctly).

### **1. DEFINITONS**

- 1.1. "Personal data" shall mean any information relating to an identified or identifiable natural person.
- 1.2. "Data Processing" means any operation or set of operations which is performed upon personal data or sets of personal data, whether or not by automatic means.
- 1.3. "Client or Data Controller": the natural or legal person who alone or together with others, determines the purposes and means of data processing. In this case, the Client who contracts the provision of services to WOZTELL SANUKER S.L.
- 1.4. "Data Processor": means the natural or legal person, public authority service or other body that processes personal data on behalf of the Data Controller.
- 1.5. "Personal data breach": means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, personal data transmitted, stored or otherwise processed

### **2. PURPOSE AND NATURE OF ASSIGNMENT**

- 2.1. WOZTELL SANUKER, undertakes to process personal data for the purpose of carrying out the services consisting of providing omnichannel messaging services and chatbots by managing the receipt and sending of data on channels including, but not limited to WhatsApp, Facebook Messenger, Line, WeChat, WebChat, etc.
- 2.2. WOZTELL SANUKER will also process the Client's personal data in order to invoice the service subscription.
- 2.3. The provision of the contracted services involves WOZTELL SANUKER carrying out the following automated data processing: collection, recording, structuring, storage, extraction, retrieval, consultation, use, disclosure by transmission, access and interconnection.

### **3. DURATION**

This Agreement shall be in force for the entire duration of the provision of the Services contracted from the Data Processor.

### **4. TYPE OF DATA PROCESSED AND CATEGORIES OF DATA SUBJECTS**

4.1 The data processing will be carried out on personal data owned by the Data Controller (hereinafter "**personal data**"), on the occasion of the provision of services described in Clause Two, which WOZTELL SANUKER provides to the Client.

To this end, WOZTELL SANUKER will use the utmost diligence in the provision of the Services in terms of compliance with the provisions of the GDPR, national and other regulations affecting the data processing under this agreement.

4.2 WOZTELL SANUKER will process under this Agreement identification data. Likewise, telephone numbers, data included in WhatsApp chats and other communication channels integrated in WOZTELL may also be accessed by WOZTELL SANUKER.

4.3 Regarding the category of data subjects, WOZTELL SANUKER will process the Client's personal data, as well as of third parties with whom the Clients contact through the service.

### **5. LIMITATION OF USE**

5.1 The data processing that WOZTELL SANUKER undertakes to carry out will be limited to those necessary actions to provide the Client with the contracted services.

5.2 WOZTELL SANUKER also undertakes not to carry out any other Data processing, or to apply or use the data for a purpose other than the provision of the Service referred to in this Agreement.

### **6. CONFIDENTIALITY**

6.1 WOZTELL SANUKER undertakes to inform its employees of secrecy and confidentiality duties, as well as the consequences of non-compliance, with respect to the Data processing covered by this Agreement.

6.2 WOZTELL SANUKER also ensures the necessary training of authorized personnel to process personal data covered by this agreement.

6.3 WOZTELL SANUKER undertakes to grant access to such data only to those employees who need to know them for the proper performance of their duties under the agreement.

## **7. SUB-PROCESSOR**

- 7.1 The Client authorizes WOZTELL SANUKER to subcontract third parties for the provision of necessary ancillary services for the usual operation of the Services covered by this Agreement.
- 7.2 In view of the foregoing, WOZTELL SANUKER shall enter into an agreement with its Sub-processors under which the same data protection obligations are imposed on them as those stipulated in this Agreement.
- 7.3 You can find the current list of WOZTELL SANUKER Sub-processors at <https://woztell.com/dpa/#sub-processors>.

## **8. SECURITY MEASURES**

WOZTELL SANUKER, as well as the third parties considered necessary to provide the services described in this Agreement, shall ensure, taking into account the state of the art, the costs of implementation, and the nature, scope, context and purposes of the processing, as well as risks of varying likelihood and severity to the rights and freedoms of natural persons, compliance with the measures described in Appendix I to this Agreement, as well as appropriate technical and organizational measures to ensure the continuing confidentiality, integrity, availability and resilience of the processing systems and services, including the implementation of regular verification, evaluation and assessment of the effectiveness of the technical and organizational measures to ensure the security of the processing.

## **9. RETURN OR DELETION OF DATA**

WOZTELL SANUKER will delete or return the personal data subject to this Agreement as instructed by the Client upon completion of the provision of the Services, unless it requires the retention of the data under applicable data protection regulations.

## **10. NOTIFICATION OF PERSONAL DATA BREACHES**

- 10.1 WOZTELL SANUKER undertakes to notify, without undue delay to the Client about personal data breaches of which it becomes aware, supporting the Data Controller in notifying the competent supervisory authority, and where appropriate, to the stakeholders of the personal data breaches that occur, in accordance with the regulations of the GDPR.
- 10.2 WOZTELL SANUKER shall not be responsible for carrying out the procedure for reporting the personal data breach to the competent supervisory authority, as well as the communication, if any, to be made to the interested parties.

## **11. EXERCISE OF DATA PROTECTION RIGHTS BY DATA SUBJECTS**

WOZTELL SANUKER will notify the Client, without undue delay, of any requests to exercise data subjects' rights that it may receive and will provide reasonable assistance in fulfilling its obligation to respond to such requests.

## **12. INTERNATIONAL DATA TRANSFERS**

12.1 Data will be processed and used within the territory of a Member State of the European Union (EU) or of another Member State that is a party to the European Economic Area (EEA) agreement.

12.2 Without prejudice the foregoing, WOZTELL SANUKER acknowledges that, for the provision of the Services, it may carry out international transfers of data to countries outside the European Economic Area (EEA), by entering into appropriate standard contractual clauses approved by the European Commission including measures complementary to such guarantees.

## **13. COOPERATION WITH THE SUPERVISORY AUTHORITY**

WOZTELL SANUKER shall cooperate with the relevant Supervisory Authority, at its request, in the performance of its duties.

## **14. APPLICABLE LAW AND JURISDICTION**

This Agreement shall be governed by Spanish law and any dispute between the parties shall be settled under the exclusive jurisdiction of the Courts of Valencia (Spain).

And in witness whereof, the parties hereto have signed the present Agreement.

**WOZTELL SANUKER S.L**

**CLIENT**



**José Pérez, CEO**

## **APPENDIX 1**

### **SECURITY MEASURES**

#### **1. Access controls to premise and facilities**

WOZTELL SANUKER employs technical and organizational measures to control access to premises and facilities, to check authorization, including but not limited to access control systems, and logging of entries and exits to facilities.

#### **2. Access controls to systems**

WOZTELL SANUKER employs technical (ID/password security) and organizational (user master data) measures for user identification and authentication, including:

- 2.1 Password procedures (including special characters, minimum length, change of password, complex).
- 2.2 No access for guest users, no anonymous accounts.
- 2.3 Access to systems centrally managed and restricted to approval by both personnel management and system owner.

#### **3. Access controls to data**

WOZTELL SANUKER employs a requirements-driven definition of the authorization scheme and access rights and monitoring and logging of access, including:

- 3.1 Differentiated access rights (profiles, roles, transactions and objects).
- 3.2 Access rights defined according to duties and least privilege concepts, segregation of duty.

#### **4. Environmental Security**

WOZTELL SANUKER employs controls to reasonable detect, prevent and control destruction due to environmental extremes, including:

- 4.1 systems that monitor and control air temperature and humidity to levels suitable for computer equipment, CCTV.
- 4.2 Uninterruptible power supply (UPS) modules and back-up generators that provide back-up power in the event of an electrical failure.

#### **5. Data Integrity**

WOZTELL SANUKER employs policies and procedures to protect the confidentiality, integrity and availability of Client Data and to protect it from disclosure, improper alteration, or destruction.

#### **6. Audit Controls**

WOZTELL SANUKER employs hardware, software and/or procedural mechanisms that record and examine activity in information systems that contain or use electronic information, including appropriate logs and reports concerning to these security requirements.

## **7. Secure Disposal**

WOZTELL SANUKER employs policies and procedures regarding the disposal of tangible property containing Client Data.

## **8. Testing**

WOZTELL SANUKER employs regularly testing of the key controls, systems and procedures of its information security program to validate that they are properly implemented and effective in addressing the threats and risks identified. Such testing includes internal risk assessments.

## **9. Monitoring**

WOZTELL SANUKER monitors network and production systems, including error logs on server, disks and security events for any potential problems. This monitoring includes:

- a. reviewing changes affecting systems handling authentication, authorization and auditing;
- b. reviewing privileged access to production systems; and
- c. performing network vulnerability assessments.

## **10. Security Incident Procedures**

WOZTELL SANUKER maintains a security incident response plan that includes procedures to be followed in the event of any breach of security of Client Data. Such procedures include:

- 10.1. Roles and responsibilities: formation of an internal incident response team with a response leader.
- 10.2. Investigation: assessing the risk posed by the incident and determining who may be affected;
- 10.3. Communication: internal reporting, as well as a notification process in case of unauthorized disclosure of customer data in accordance with the agreement;
- 10.4. Record keeping: maintaining a permanent record of what was done (understood) and by whom to help in subsequent analysis and possible legal action; AND
- 10.5. Auditing: conducting and documenting the root cause analysis and remediation plan.