



Data Processing Addendum

This Data Processing Addendum (“DPA”) forms a part of the Customer Terms of Service found at [https:// https://geekbot.com/tos](https://https://geekbot.com/tos), unless Customer has entered into a superseding written master subscription agreement with Geekbot, in which case, it forms a part of such written agreement (in either case, the “**Agreement**”).

By signing the DPA, Customer enters into this DPA on behalf of itself and, to the extent required under applicable Data Protection Laws, in the name and on behalf of its Controller Affiliates (defined below). For the purposes of this DPA only, and except where indicated otherwise, the term “Customer” shall include Customer and Controller Affiliates. All capitalized terms not defined herein shall have the meaning set forth in the Agreement.

In the course of providing the Services under the Agreement, Geekbot may Process certain Personal Data (such terms defined below) on behalf of Customer and where Geekbot Processes such Personal Data on behalf of Customer the Parties agree to comply with the terms and conditions in this DPA in connection with such Personal Data.

1. This DPA consists of two parts: the main body of the DPA, and Exhibit A, B and C.

HOW TO EXECUTE THIS DPA:

2. This DPA has been pre-signed on behalf of Geekbot. The Standard Contractual Clauses in Exhibit C have been pre-signed by Geekbot Ltd as the data importer.

3. To complete this DPA, Customer must:

a. Complete the information in the signature box and sign on Page 9.

b. Complete the information as the data exporter on Page 13.

4. Send the completed and signed DPA to Geekbot by email, indicating Customer’s Team or Workplace URL(s) (as set out on the applicable Order Form), to hey@geekbot.com.

Upon receipt of the validly completed DPA by Geekbot at the above-mentioned email address, this DPA will become legally binding.

If the Customer entity signing this DPA is a party to the Agreement, this DPA is an addendum to and forms part of the Agreement. In such case, the Geekbot entity that is party to the Agreement is party to this DPA.

HOW THIS DPA APPLIES TO CUSTOMER AND ITS AFFILIATES

If the Customer entity signing this DPA has executed an Order Form with Geekbot or its Affiliate pursuant to the Agreement, but is not itself a party to the Agreement, this DPA is an addendum to that Order Form and applicable renewal Order Forms, and the Geekbot entity that is party to such Order Form is party to this DPA.

If the Customer entity signing this DPA is neither a party to an Order Form nor the Agreement, this DPA is not valid and is not legally binding. Such entity should request that the Customer entity who is a party to the Agreement executes this DPA.

1. DEFINITIONS

“Affiliate” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity or related in a certain capacity to the subject entity that may prove control.

“Controller” means the entity which determines the purposes and means of the Processing of Personal Data.

“Controller Affiliate” means any of Customer's Affiliate(s) (a) (i) that are subject to applicable Data Protection Laws of the European Union, the European Economic Area and/or their member states, Switzerland and/or the United Kingdom, and (ii) permitted to use the Services pursuant to the Agreement between Customer and Geekbot, but have not signed their own Order Form and are not a “Customer” as defined under the Agreement, (b) if and to the extent Geekbot processes Personal Data for which such Affiliate(s) qualify as the Controller.

“Data Protection Laws” means all laws and regulations, including laws and binding regulations of the European Union, the European Economic Area and their member states, Switzerland and the United Kingdom, applicable to the Processing of Personal Data under the Agreement.

“Data Subject” means the identified or identifiable person to whom Personal Data relates.

“GDPR” means 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 (General Data Protection Regulation).

“Personal Data” means any Customer Data that relates to an identified or identifiable natural person, to the extent that such information is protected as personal data under applicable Data Protection Laws.

“Processing” means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

“Processor” means the entity which Processes Personal Data on behalf of the Controller.

“Security Terms” means Geekbot’s Security Terms, as updated from time to time, and currently accessible at <https://geekbot.com/security> .

“Geekbot” means the Geekbot entity which is a party to this DPA, as specified in the section “HOW THIS DPA APPLIES” above, being Geekbot Ltd, a company incorporated in Cyprus and/or Geekbot Hellas Ltd, a company constituted under the laws of Greece, as applicable.

“Geekbot Group” means Geekbot and its Affiliates engaged in the Processing of Personal Data.

“Standard Contractual Clauses” means the agreement executed by and between Customer and Geekbot Ltd and attached hereto as Exhibit C pursuant to the terms in the Annex to the Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council (Text with EEA relevance), C/2021/3972 (https://eur-lex.europa.eu/eli/dec_impl/2021/914/oj) (“EU SCCs”).

“Sub-processor” means any entity engaged by Geekbot or a member of the Geekbot Group to Process Personal Data in connection with the Services.

“Supervisory Authority” means an independent public authority which is established by an EU Member State pursuant to the GDPR.

2.1 Roles of the Parties. The parties acknowledge and agree that with regard to the Processing of Personal Data, Customer is the Controller, Geekbot is the Processor and that Geekbot or members of the Geekbot Group will engage Sub-processors pursuant to the requirements set forth in Section 4 “Sub-processors” below.

2. PROCESSING OF PERSONAL DATA

2.2 Customer's Processing of Personal Data. Customer shall, in its use of the Services and provision of instructions, Process Personal Data in accordance with the requirements of applicable Data Protection Law. Customer shall have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which Customer acquired Personal Data.

2.3 Geekbot's Processing of Personal Data. As Customer's Processor, Geekbot shall only Process Personal Data for the following purposes: (i) Processing in accordance with the Agreement, Geekbot's Terms of Service and Privacy Policy and applicable Order Form(s); (ii) Processing initiated by Authorized Users in their use of the Services; and (iii) Processing to comply with other reasonable instructions provided by Customer (e.g., via email or support tickets) that are consistent with the terms of the Agreement (individually and collectively, the "**Purpose**"). Geekbot acts on behalf of and on the instructions of Customer in carrying out the Purpose.

2.4 Details of the Processing. The subject-matter of Processing of Personal Data by Geekbot is as described in the Purpose in Section 2.3. The duration of the Processing, the nature and purpose of the Processing, the types of Personal Data and categories of Data Subjects Processed under this DPA are further specified in Exhibit B (Description of Processing Activities) to this DPA.

3. RIGHTS OF DATA SUBJECTS

Data Subject Requests. Geekbot shall, to the extent legally permitted, promptly notify Customer if Geekbot receives any requests from a Data Subject to exercise the following Data Subject rights in relation to Personal Data: access, rectification, restriction of Processing, erasure ("right to be forgotten"), data portability, objection to the Processing, or to not be subject to an automated individual decision making (each, a "**Data Subject Request**"). Taking into account the nature of the Processing, Geekbot shall assist Customer by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of Customer's obligation to respond to a Data Subject Request under applicable Data Protection Laws. In addition, to the extent Customer, in its use of the Services, does not have the ability to address a Data Subject Request, Geekbot shall, upon Customer's request, provide commercially reasonable efforts to assist Customer in responding to such Data Subject Request, to the extent Geekbot is legally permitted to do so and the response to such Data Subject Request is required under applicable Data Protection Laws. To the extent legally permitted, Customer shall be responsible for any costs arising from Geekbot's provision of such assistance, including any fees associated with provision of additional functionality.

4. SUB-PROCESSORS

4.1 Appointment of Sub-processors. Customer acknowledges and agrees that (a) Geekbot's Affiliates may be retained as Sub-processors through written agreement with Geekbot and (b) Geekbot and Geekbot's Affiliates respectively

may engage third-party Sub-processors in connection with the provision of the Services. As a condition to permitting a third-party Sub-processor to Process Personal Data, Geekbot or a Geekbot Affiliate will enter into a written agreement with each Sub-processor containing data protection obligations that provide at least the same level of protection for Personal Data as those in this DPA, to the extent applicable to the nature of the Services provided by such Sub-processor. Customer acknowledges that Geekbot Ltd is located in Cyprus and is involved in providing the Services to Customer either directly or through the provision of support to Geekbot Hellas Ltd. In either case, Customer agrees to enter into the Standard Contractual Clauses set out in Exhibit C and acknowledges that Sub-processors may be appointed by Geekbot in accordance with the Standard Contractual Clauses (Exhibit C).

4.2 List of Current Sub-processors and Notification of New Sub-processors. A current list of Sub-processors for the Services, including the identities of those Sub-processors and their country of location, is accessible via <http://www.geekbot.com/subprocessors> ("**Sub-processor Lists**"). Customer may receive notifications of new Sub-processors by subscribing to such a service at <http://www.geekbot.com/subprocessors>, and if a Customer contact subscribes, Geekbot shall provide the subscriber with notification of new Sub-processor(s) along with information about the provision of the applicable Services.

4.3 Objection Right for New Sub-processors. Customer may reasonably object to Geekbot's use of a new Sub-processor (e.g., if making Personal Data available to the Sub-processor may violate applicable Data Protection Law or weaken the protections for such Personal Data) by notifying Geekbot promptly in writing within ten (10) days after receipt of Geekbot's notice in accordance with the mechanism set out in Section 4.2. Such notice shall explain the reasonable grounds for the objection. In the event Customer objects to a new Sub-processor, as permitted in the preceding sentence, Geekbot will use commercially reasonable efforts to make available to Customer a change in the Services or recommend a commercially reasonable change to Customer's configuration or use of the Services to avoid Processing of Personal Data by the objected-to new Sub-processor without unreasonably burdening Customer. If Geekbot is unable to make available such change within a reasonable period of time, which shall not exceed thirty (30) days, either party may terminate without penalty the applicable Order Form(s) with respect only to those Services which cannot be provided by Geekbot without the use of the objected-to new Sub-processor by providing written notice to Geekbot. Geekbot will refund Customer any prepaid fees covering the remainder of the term of such Order Form(s) following the effective date of termination with respect to such terminated Services, without imposing a penalty for such termination on Customer.

4.4 Liability. Geekbot shall be liable for the acts and omissions of its Sub-processors according and to the limit posed by the GDPR Regulation.

5. SECURITY

Controls for the Protection of Personal Data. Geekbot shall maintain appropriate technical and organizational measures for protection of the security (including protection against unauthorized or unlawful Processing and against accidental or unlawful destruction, loss or alteration or damage, unauthorized disclosure of, or access to, Personal Data), confidentiality and integrity of Personal Data, as set forth in its Policies and Security Practices following the ISO27001 standards. Geekbot regularly monitors compliance with these measures. Geekbot will not materially decrease the overall security of the Services during a subscription term.

6. PERSONAL DATA INCIDENT MANAGEMENT AND NOTIFICATION

Security incident management. Geekbot maintains security incident management policies and procedures. Geekbot shall notify Customer without undue delay of any breach relating to Personal Data (within the meaning of applicable Data Protection Law) of which Geekbot becomes aware and which may require a notification to be made to a Supervisory Authority or Data Subject under applicable Data Protection Law or which Geekbot is required to notify to Customer under applicable Data Protection Law (a “**Personal Data Incident**”). Geekbot shall provide commercially reasonable cooperation and assistance in identifying the cause of such Personal Data Incident and take commercially reasonable steps to remediate the cause to the extent the remediation is within Geekbot’s control. The obligations herein shall not apply to incidents that are caused by Customer, Authorized Users and/or any Non-Geekbot Products.

7. RETURN AND DELETION OF PERSONAL DATA

Upon termination of the Services for which Geekbot is Processing Personal Data, Geekbot shall, upon Customer’s request, and subject to the limitations described in the Agreement and the Security terms, provide access to download all Personal Data in Geekbot’s possession to Customer or securely destroy such Personal Data within 30 days and demonstrate to the satisfaction of Customer that it has taken such measures, unless applicable law prevents it from returning or destroying all or part of Personal Data. For clarification, depending on the Service plan purchased by Customer, access to export functionality may incur additional charge(s) and/or require purchase of a Service upgrade.

8. CONTROLLER AFFILIATES

8.1 Contractual Relationship. The parties acknowledge and agree that, by executing the DPA in accordance with “HOW TO EXECUTE THIS DPA”, Customer enters into the DPA on behalf of itself and, as applicable, in the name and on behalf of its Controller Affiliates, thereby establishing a separate DPA between Geekbot and each such Controller Affiliate subject to the provisions of the Agreement and this Section 8 and Section 9. Each Controller Affiliate agrees to be bound by the obligations under this DPA and, to the extent applicable, the Agreement. For the avoidance of doubt, a Controller Affiliate is

not and does not become a party to the Agreement, and is only a party to the DPA. All access to and use of the Services by Controller Affiliates must comply with the terms and conditions of the Agreement and any violation of the terms and conditions of the Agreement by a Controller Affiliate shall be deemed a violation by Customer.

8.2 Communication. The Customer that is the contracting party to the Agreement shall remain responsible for coordinating all communication with Geekbot under this DPA and be entitled to make and receive any communication in relation to this DPA on behalf of its Controller Affiliates.

8.3 Rights of Controller Affiliates. If a Controller Affiliate becomes a party to the DPA with Geekbot, it shall, to the extent required under applicable Data Protection Laws, also be entitled to exercise the rights and seek remedies under this DPA, subject to the following:

8.3.1 Except where applicable Data Protection Laws require the Controller Affiliate to exercise a right or seek any remedy under this DPA against Geekbot directly by itself, the parties agree that (i) solely the Customer that is the contracting party to the Agreement shall exercise any such right or seek any such remedy on behalf of the Controller Affiliate, and (ii) the Customer that is the contracting party to the Agreement shall exercise any such rights under this DPA not separately for each Controller Affiliate individually but in a combined manner for all of its Controller Affiliates together.

8.3.2 Each party's and all of its Affiliates' liability, taken together in the aggregate, arising out of or related to this DPA, and all DPAs between Controller Affiliates and Geekbot, whether in contract, tort or under any other theory of liability, is subject to the 'Limitation of Liability' section of the Agreement, and any reference in such section to the liability of a party means the aggregate liability of that party and all of its Affiliates under the Agreement and all DPAs together.

9. LIMITATION OF LIABILITY

For the avoidance of doubt, Geekbot's and its Affiliates' total liability for all claims from the Customer and all of its Controller Affiliates arising out of or related to the Agreement and each DPA shall apply in the aggregate for all claims under both the Agreement and all DPAs established under the Agreement, including by Customer and all Controller Affiliates, and, in particular, shall not be understood to apply individually and severally to Customer and/or to any Controller Affiliate that is a contractual party to any such DPA.

10. EUROPEAN SPECIFIC PROVISIONS

10.1 GDPR. With effect from 25 May 2018, Geekbot is Processing Personal Data in accordance with the GDPR requirements directly applicable to Geekbot's provisioning of the Services.

10.1.1 Data Protection Impact Assessment. Upon Customer's request, Geekbot shall provide Customer with reasonable cooperation and assistance needed to fulfil Customer's obligation under the GDPR to carry out a data protection impact assessment related to Customer's use of the Services, to the extent Customer does not otherwise have access to the relevant information, and to the extent such information is available to Geekbot. Geekbot shall provide reasonable assistance to Customer in the cooperation or prior consultation with the Supervisory Authority, to the extent required under the GDPR.

10.2 Transfer Mechanisms. For transfers of Personal Data under this DPA from the European Union, the European Economic Area and/or their member states and Switzerland to countries which do not ensure an adequate level of data protection within the meaning of applicable Data Protection Laws of the foregoing territories, to the extent such transfers are subject to such applicable Data Protection Laws, the Standard Contractual Clauses set forth in Exhibit C to this DPA apply, subject to Exhibit A.

11. PARTIES TO THIS DPA

The Section "HOW THIS DPA APPLIES" specifies which Geekbot entity is party to this DPA. In addition, Geekbot Ltd is a party to the Standard Contractual Clauses in Exhibit C. Notwithstanding the signatures below of any other Geekbot entity, such other Geekbot entities are not a party to this DPA or the Standard Contractual Clauses.

12. LEGAL EFFECT

This DPA shall only become legally binding between Customer and Geekbot (and Geekbot Ltd, if different) when the formalities steps set out in the Section "HOW TO EXECUTE THIS DPA" above have been fully completed. If Customer has previously executed a data processing addendum with Geekbot, this DPA supersedes and replaces such prior Data Processing Addendum.

13. GOVERNING LAW

This DPA and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with Regulation (EU) 2016/679

of the European Parliament and of the Council, the Annex to the Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries and the laws of the Republic of Cyprus.

List of Exhibits

Exhibit A: Additional Data Transfer Terms
Exhibit B: Description of Processing Activities
Exhibit C: Standard Contractual Clauses

The parties' authorized signatories have duly executed this DPA:

On behalf of Customer:

Customer Full Legal Name: _____

Signatory Name: _____

Position: _____

Address: _____

Signature: _____

On behalf of Geekbot Ltd and Venturegeeks Trading Ltd:

Name: Nikolaos Papanotas

Position: CEO

Address: SK HOUSE - Sp. Kiprianou 61, 4002 Limasol- Cyprus.

Signature:  _____

EXHIBIT A

ADDITIONAL DATA TRANSFER TERMS

1. ADDITIONAL TERMS TO STANDARD CONTRACTUAL CLAUSES

1.1. Customers covered by the Standard Contractual Clauses. The Standard Contractual Clauses and the additional terms specified in this Exhibit A apply to (i) the legal entity that has executed the Standard Contractual Clauses as a data exporter and its Controller Affiliates and, (ii) all Affiliates of Customer established within the European Economic Area, Switzerland and the United Kingdom, which have signed Order Forms for the Services. For the purpose of the Standard Contractual Clauses and this Section 1, the aforementioned entities shall be deemed “data exporters”.

1.2. Instructions. This DPA and the Agreement are Customer’s complete and final instructions at the time of execution of the DPA for the Processing of Personal Data. Any additional or alternate instructions must be agreed upon separately. For the purposes of Clause 5(a) of the Standard Contractual Clauses, the following is deemed an instruction by the Customer to process Personal Data: (a) Processing in accordance with the Agreement, Geekbot’s Terms of Service- Privacy Policy and applicable Order Form(s); (b) Processing initiated by Authorized Users in their use of the Services; and (c) Processing to comply with other reasonable instructions provided by Customer (e.g., via email or support tickets) where such instructions are consistent with the terms of the Agreement.

1.3. Appointment of new Sub-processors and List of current Sub-processors. Pursuant to Clause 5(h) of the Standard Contractual Clauses, Customer acknowledges and expressly agrees that (a) Geekbot’s Affiliates may be retained as Sub-processors; and (b) Geekbot and Geekbot’s Affiliates respectively may engage third-party Sub-processors in connection with the provision of the Services. Geekbot shall make available to Customer the current list of Sub-processors in accordance with Section 4.2 of this DPA.

1.4. Notification of New Sub-processors and Objection Right for new Sub-processors. Pursuant to Clause 5(h) of the Standard Contractual Clauses, Customer acknowledges and expressly agrees that Geekbot may engage new Sub-processors as described in Sections 4.2 and 4.3 of the DPA.

1.5. Copies of Sub-processor Agreements. The parties agree that copies of the Sub-processor agreements may be provided by Geekbot to Customer may contain all commercial information, or clauses unrelated to the Standard Contractual Clauses or their equivalent, removed by Geekbot beforehand; and, that such copies will be provided by Geekbot, in a manner to be determined in its discretion, only upon request by Customer. Geekbot reserves the right to refuse to provide Sub-processor agreements upon presentation of a legal justification or reasonable grounds (e.g. confidentiality terms).

1.6. Audits and Certifications. The parties agree that audits relative to the application of the Standard Contractual Clauses shall be carried out upon Customer's request and Geekbot's effective possibility and/ or capacity of reception of such, and subject to the confidentiality obligations set forth in the Agreement. Before the commencement of any such on-site audit, Customer and Geekbot shall mutually agree upon such as well as the scope, timing, and duration of the audit, in addition to the reimbursement rate for which Customer shall be responsible. Customer shall promptly notify Geekbot with information regarding any non-compliance discovered during the course of an audit, and Geekbot shall use commercially reasonable efforts to address any confirmed non-compliance.

1.7. Certification of Deletion. The parties agree that the certification of deletion of Personal Data shall be provided by Geekbot to Customer only upon Customer's request.

1.8. Conflict. In the event of any conflict or inconsistency between the body of this DPA and any of its Schedules (not including the Standard Contractual Clauses) and the Standard Contractual Clauses in Exhibit C, the DPA terms shall prevail.

EXHIBIT B

DESCRIPTION OF PROCESSING ACTIVITIES

Data subjects

Customer may submit personal data to the Services, the extent of which is determined and controlled by Customer and which may include, but is not limited to, personal data relating to the following categories of data subject:

- Authorized Users;
- employees of Customer;
- consultants of Customer;
- contractors of Customer;
- agents of Customer; and/or
- Team members of Customer; and/or
- third parties with which Customer conducts business.

Categories of data

The personal data transferred concern the following categories of data: Any personal data comprised in Customer Data, as defined in the Agreement.

Special categories of data- Sensitive data

Customer may submit personal data to Geekbot through the Services, the extent of which is determined and controlled by Customer in compliance with applicable Data Protection Law and which may concern the following special categories of data, if any:

- racial or ethnic origin;
- political opinions;
- religious or philosophical beliefs;
- trade-union membership;
- genetic or biometric data;
- health; and
- sex life.

Processing operations

The personal data transferred will be processed in accordance with the Agreement and any Order Form and may be subject to the following processing activities:

- storage and other processing necessary to provide, maintain, and update the Services provided to Customer;
- to provide customer support and technical support to Customer;
- to provide billing and payment services and in respect of tax-related legislation; and
- disclosures in accordance with the Agreement, as compelled by law.

EXHIBIT C

Standard Contractual Clauses

For the purposes of Article 46(1) and Article 46 (2)(c) of Regulation (EU) 2016/679 and, with respect to data transfers from controllers to processors and/or processors to processors, pursuant to Article 28(7) of Regulation (EU) 2016/679, both parties in this DPA, hereby agree that in relation to personal data (and the implementation of technical and organization measures in their safeguard), and in their respective capacities as data exporting and/or data importing organizations (whichever applies) shall fully comply with all the applicable terms in the Annex to the Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council (Text with EEA relevance), C/2021/3972 (https://eur-lex.europa.eu/eli/dec_impl/2021/914/oj) (“EU SCCs”).

Name of the data importing/exporting (whichever applies) organization:

.....

Address:.....

Tel.:..... ; e-mail:.....

and

Name of the data importing/ exporting (whichever applies) organization:
Geekbot Ltd.

Address: **SK HOUSE - Sp. Kiprianou 61, 4002 Limasol- Cyprus**

Tel.: **+357 25 030457**; e-mail: **hey@geekbot.com**

each a “party”; together “the parties”