This is the standard template of a Data Processing Agreement that we typically enter with our Customers.

<u>Short Form:</u>

We will not use your data for Marketing

We will not use your data to Train our LLMs

We will not sell or share your data with any third party in any way, except to provide the services you request. However, we are also not responsible for how third-parties may process your data.

We will delete your data in 30 days, or on request. We may retain it longer at your sole request

We will use your data only to provide the services you request and nothing more.

<u>Long Form:</u>

Data Processing Agreement

This Data Processing Agreement ("Agreement") is entered into by and between:

Customer: [Customer Name] [Customer Address] [Customer Contact Information]

Data Processor: GBC-ai4org, 909 Third Ave., #222, NY, NY 10150, +1 800-351-8246

Effective Date: [Effective Date]

1. Definitions

1.1 "Data Protection Laws" means the General Data Protection Regulation (EU) 2016/679 ("GDPR"), the Artificial Intelligence Act (AIA), and any other applicable data protection or privacy laws related to different legal jurisdictions.

1.2 "Customer Data" means any personal data provided by or on behalf of the Customer to the Data Processor for processing under this Agreement.

1.3 "Services" means the services provided by the Data Processor to the Customer as described in [insert reference to main service agreement].

2. Scope and Role

2.1 The Data Processor will process Customer Data only on behalf of and in accordance with the Customer's instructions as set out in this Agreement and any additional written instructions from the Customer.

2.2 The Data Processor acts as a "processor" and the Customer acts as a "controller" as defined in the GDPR.

3. Compliance with Data Protection Laws

3.1 Both parties will comply with all applicable Data Protection Laws in the performance of this Agreement.

4. Use of Customer Data

4.1 The Data Processor shall not use Customer Data to train its models.

4.2 The Data Processor shall not use Customer Data for any marketing purposes.

4.3 The Data Processor shall not use or share Customer Data with any third party for any purpose other than providing the Services requested by the Customer. The Data Processor shall not control how any third-party processes Customer data.

5. Data Deletion

5.1 The Data Processor shall delete all Customer Data within 30 days after the termination of the Services or upon the Customer's request.

5.2 The Data Processor may retain Customer Data for a longer period if specifically requested in writing by the Customer.

6. Security Measures

6.1 The Data Processor shall implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk of processing Customer Data.

7. Sub-Processors

7.1 The stated sub-processors at present are Contabo, Microsoft, AWS, OpenAI, Google, Mistral and Anthropic and their use will be determined by their own DPAs. Data Processor shall not engage any other sub-processors without the prior written consent of the Customer.

8. Data Subject Rights

8.1 The Data Processor shall assist the Customer, to the extent reasonably possible, in responding to any requests from data subjects exercising their rights under the GDPR.

There may be a charge for this service.

9. Audit Rights

9.1 The Data Processor shall make available to the Customer all information necessary to demonstrate compliance with this Agreement and allow for and contribute to audits, including inspections, conducted by the Customer or another auditor mandated by the Customer. There may be a charge for this service.

10. Data Breach

10.1 The Data Processor shall notify the Customer without undue delay upon becoming aware of a personal data breach involving Customer Data.

11. Term and Termination

11.1 This Agreement shall commence on the Effective Date and continue until the termination of the Services.

11.2 Either party may terminate this Agreement for cause if the other party is in material breach of this Agreement and fails to cure such breach within 30 days of receipt of written notice.

12. Governing Law

12.1 This Agreement shall be governed by and construed in accordance with the laws of the states of New York and Delaware in the United States.

13. Miscellaneous

13.1 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral.

13.2 No modification of this Agreement shall be effective unless made in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

Customer: [Customer Name]

By: GBC-ai4org

Name: _____

Title: _____

Date: _____

Data Processor: [Processor Name]

By: GBC-ai4org

Name: _____

Title: _____

Date: _____