Terms of Service and Privacy Policy as made applicable through the Agreement, the signed Service Order and/or a paid invoice.

"LetsBuild Applications" means Services provided by LetsBuild Holding SA and the related companies to the Data controller as defined in the Terms of Use.

All references to legal provisions shall be considered to include all subsequently re-enacted provisions or amendment provisions.

2 General requirements

The Data processor may only process the personal data in accordance with documented instructions from the Data controller as specified in this Agreement or where the Data controller has provided written instructions to the Data processor by other means.

The scope of the processing of personal data governed by this Agreement, is limited to the processing described in clause 3 "Description of the processing of personal data".

The Data processor may not alter the content of the personal data in any manner or disclose or allow disclosure of any of the personal data to a third party, unless:

it is specifically indicated in this Agreement;
the Data controller has authorised this and/or provided instructions hereto by other means, and/or
the processing is required in accordance with applicable legislation which the Data processor is governed by
disclosure is covered by clause 2.9, the Data processor must as far as possible according to applicable law notify the Data controller before processing the personal data

The Data processor must, on an ongoing basis, keep a record of the processing of personal data as well as a record of all security breaches.

2.1. Security

The Data processor must implement and ensure that the Data processor's staff implement technical and organisational measures appropriate to protect personal data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. For those purposes, the Data processor must take into account the latest developments, the costs of implementation, the nature, scope, context and purposes of the processing and the risk to the rights and freedoms of natural persons. The section on Data security as referred to in clause 4, provides a general description of the technical and organisational security measures. The Data processor must furthermore secure personal data through technical and organisational security measures as set out in the General Data Protection Regulation and any national residual rules.

The Data controller should take reasonable steps to ensure that all staff, representatives or contractual parties who may have access to the personal data are reliable and that all these persons are subject to confidentiality obligations or business or legal obligations of professional secrecy. Furthermore, the Data processor must ensure that access to the personal data is in all cases carefully limited to persons who require access to the data and that this

access is necessary in order to provide the services within the context of such persons' tasks

Termination of the Data processor agreement may be made in accordance with the conditions of termination, including termination notice as specified in the "LetsBuild Subscription" with the exception of the following section

In connection with termination of this Agreement, the Data processor will:

- discontinue processing of the personal data, and
- following request from the Data controller;
  - return all personal data which are in the Data processor's possession or which he or she has control over as well as all copies thereof to the Data controller. The first export made by the Data processor is provided without costs for the Data controller. Where the Data controller requires additional export, the Data processor may demand payment from the Data controller based on time incurred for processing of further export in addition to the first export,
  - destroy all copies thereof and confirm with the Data controller that it has taken place, unless the Data processor, by virtue of applicable law, is restricted, or prevented by an authority, from destroying or returning all or part of the personal data, and in such a case the Data processor must process those data confidentially, continue to process them in accordance with the terms of this Agreement, and may not process them on a more considerable scale than what is required in order to comply with the requirements found in the applicable law or from the authority in question

Whatever the reason, the termination of this Agreement does not affect the rights or obligations of the parties under this Agreement. Consequently, the rights and obligations of the parties remain in force after termination of the Agreement.

2.7. Assignment

With the exception of clause 2.3, the Data processor will not in any way, in whole or in part, assign (or attempt to assign) his or her rights or obligations under this Agreement to a third party without the prior written consent of the Data controller.

2.8 Completeness of agreement

The parties agree that this Agreement is the complete agreement between the parties concerning the subject matter hereof. To this extent, this Agreement supersedes any and all prior agreements between the parties about the subject matter of the Agreement.

2.9 Changes

No waiver or changes of the terms, conditions or obligations in this Agreement will be valid unless this is done in writing and signed by a person authorised to sign for and on behalf of the party providing the waiver or requiring the changes. In the event of such changes, the Data processor will, without undue delay, ensure that sub processors are also bound by the changes.

If any term or condition of this Agreement is found to be invalid, unlawful or unenforceable to a certain extent by a competent authority, the term or condition shall, in the scope required

be severed from the remaining terms and conditions which will remain in effect according to their content to the maximum extent possible by law

To the extent changes in legislation, as referred to in clause 1. of the Agreement or associated practices, give rise hereto, the parties are entitled to carry out changes of the Agreement with a notice of [30 days and without resulting requirements of payment from the other party].

2.10. Communication

All communication to be provided in accordance with this Agreement must be in writing

2.11. Secrecy and confidentiality

During the term of the GenieBelt Agreement and after it's termination, the Data processor is subject to an obligation of secrecy with regard to all data which said Data processor obtains knowledge of through the cooperation

As of 25 May 2018, the Data processor must ensure that everyone processing data covered by the Agreement, including staff, third parties (for example repairers) and sub processors, are subject to an obligation of confidentiality or covered by relevant statutory obligation of secrecy.

2.12. Controls and declarations

The Data processor will, without undue delay, provide the Data controller with requested informations so that the Data controller may at all times ensure that the Data processor is capable of complying with the requirements arising from this Agreement.

The Data controller, a representative of the Data controller or Data controller's audit (both internal and external) has access to carry out inspections and audits at the Data processor's, to receive documentation, including logs, ask questions, etc. for the purpose of determining that the Data processor comply with the requirements arising from this Agreement. Costs in connection with the Data controller's inspection of the Data processor are taken over by the Data controller.

It is agreed that the Data processor will conduct yearly supervision to ensure that the sub processors enable audit of their data security.
Where it is deemed necessary, the Data controller may choose to initiate an audit of the sub processor. This may happen if, according to the Data controller's assessment, the Data processor's supervision of the sub processor has not provided the Data controller with adequate security that the processing at the sub processor's location is carried out in accordance with this Data processor agreement.

In the event that the Data controller wants to carry out inspection of the above mentioned measures pursuant to this Agreement, the Data controller may carry out an inspection by allocating the necessary time and resources

2.13. Choice of applicable law

This Agreement will be governed by and construed in accordance with Belgian legislation, and all parties acknowledge the French speaking courts of Brussels, Belgium as exclusive jurisdiction

3 Description of the processing of personal data

This section provides information about the Data processor's processing of personal data for provision of the Services

3.1. Purposes of the processing

Processing of the Data controller's data is carried out in accordance with the purposes and services described in "LetsBuild Subscription".

The Data processor is not allowed to use the data for other purposes

The data may only be processed on instructions received from the Data controller.

3.2 General description of the processing

The transferred personal data will be subjected to the following processing

Collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, search, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction

3.3 Type of personal data

The processing operations contain personal data in the categories specified below The level

4 Data security

We are fully committed to keeping your data secure at all times.
For a detailed description of our data security measures, please refer to our Privacy Policy.

Signatures: Data processor Agreement

So signed on _____ **(date)**

Between LetsBuild and

Company name: _____

Address: _____

Signee: _____

Signature: _____

(the "Data controller")