NOTE: *This Agreement (definitions are as set out in clause 1 of this Agreement) forms part of a contract of service with Convert Insights Inc. (also defined herein as the "Processor") together with the Terms of Services that can be found on Convert Insight's website (https://www.convert.com/terms-of-use/). This Agreement shall reflect the Parties' agreement with regard to the Processing of Personal Data. In the course of providing the Services to the Controller pursuant to the Agreement, the Processor may process Personal Data on behalf of Controller and the Parties agree to comply with the following provisions with respect to any Personal Data, each acting reasonably and in good faith. To the extent that there is a conflict between the terms of this Agreement and the Terms of Services, the terms of this Agreement will prevail.*

How does this Agreement apply?

If the Controller signing this Agreement is a user or customer of the Processor, this Agreement forms part of a contract of service with the Processor.

If the Controller signing this Agreement is not a user or customer of the Processor, at the date of signature, this Agreement is not valid and is not legally binding.

This Agreement is entered into force between Convert Insights and [COMPANY NAME] on the DATE.

Parties

1. [COMPANY NAME], incorporated and registered in [COUNTRY] with company registration number [NUMBER] and having its registered office at [ADDRESS], **("Controller")**
1. **Convert Insights** incorporated and registered in Delaware, USA with company number (371589334) and having its registered office at 340 South Lemon Avenue #9512, Walnut, California 91789, USA, **("Processor")**

Each individually referred to as the "Party" and jointly referred to as the "Parties".

Recitals

A. **WHEREAS** the Parties have agreed that the Controller will act as the sole data controller of the Personal Data**;**
B. **WHEREAS** the Parties have agreed that it may be necessary for the Processor to Process certain Personal Data on behalf of the Controller in order for the Processor to perform the Services;
C. **WHEREAS** the Parties agree that the provision of the Services under the Processor's Terms of Services may qualify as Processing as per Applicable Law;

D. **WHEREAS** in light of this Processing, the Parties have agreed to enter into this Agreement to address the compliance obligations imposed upon the Controller pursuant to Applicable Law;

E. **WHEREAS** the Parties agree that this Agreement shall render any and all other previous agreements entered into force between the Controller and the Processor in relation to data protection, before the date of this Agreement, null and void.

1. Definitions and Interpretation

1.1. The following terms shall have the following meaning:

Agreement	Means this agreement
Applicable Law	Means the relevant Data Protection and Privacy laws to which the Parties are subject, including the Data Protection Directive 95/46/EC until the 25 May 2018, and as from 25 May 2018 the General Data Protection Regulation 2016/679, as applied to each Party in its local jurisdiction.
Data Subject	Has the meaning given under GDPR
Personal Data	Has the meaning given under GDPR
Process, Processing or Processed	Has the meaning given under GDPR
Purpose	Means the performance of the Services by the Processor and the associated Processing of Personal Data
Services	Means the Software as a Service (SaaS) services provided by the Processor under the Terms of Service
Supervisory Authority	As defined under GDPR

Terms of Service	Means the legal agreement between the Controller and the Processor that governs the Controller's limited, non-exclusive and terminable right to the use of the Services

2. Appointment

2.1 The Processor is appointed by the Controller to process such Personal Data for and on behalf of the Controller as is necessary to provide the Services, and as may subsequently be agreed to by the Parties in writing. Any such subsequent agreement shall be subject to the provisions of this Agreement.

2.2 The Controller shall process Personal Data in accordance with Applicable Law. For the avoidance of doubt, the Controller's instructions for the Processing of Personal Data shall comply with Applicable Law and the Processor reserves the right to refuse such instructions if not in compliance with the Applicable Law.

2.3 The Controller shall have sole responsibility for the accuracy, quality and legality of Personal Data and the means by which it acquires the Personal Data.

3. Duration

3.1 This Agreement shall commence on the date this Agreement is entered into and shall continue in full force and effect until the termination of the Purpose, or for as long as the Processor is required to Process the Personal Data under clause 10 or Applicable Law.

4. Data Processing

4.1 The Processor shall process Personal Data for the Purpose, on behalf of and only under the documented instructions of the Controller.

4.2 The data processed under this Agreement will be hosted within the European Economic Area (EEA). The Processor may access the data from the USA in order to provide the Services. Such transfer of data is subject to the Controller guaranteeing appropriate safeguards through the Privacy Shield mechanism.

4.3 Any transfer of data to a country which is not a member of the EEA (other than as set out in clause 4.2) requires the prior consent of the Controller and is subject to compliance with the special requirements on transfers of personal data to countries outside the EEA.

4.4 Depending on the Services used by the Controller, the Personal Data Processed may include the following types/categories of data:

- IP addresses (only in case of debugging)
- Device screen resolution
- Geographic location
- Language
- Pages visited

4.5 The Data Subjects affected by the Processing of their Personal Data under this Agreement includes end-users of the Controller's websites which make use of the Services.

5. Warranty

The Controller warrants that any Personal Data provided to the Processor by the Controller, or on the Controller's behalf, has been collected and disclosed in accordance with Applicable Law and that the Controller has all necessary rights to make such Personal Data available to the Processor to provide the Services.

6. Quality Assurance and other obligations of the Processor

6.1 The Processor shall comply with Applicable Law when carrying out this Agreement. In particular, the Processor ensures compliance with the following requirements:

A. The Processor entrusts only such persons (whether legal or natural) with the Processing under this Agreement who have given an undertaking to maintain confidentiality and have been informed of any data protection requirements relevant to their work;
B. The Processor shall promptly notify the Controller and provide the Controller with reasonable co-operation if it receives any complaint, notice or communication which relates to the Processing of the Controller's Personal Data under this Agreement or to the Controller's compliance with Applicable Law;
C. The Processor shall implement appropriate technical and organizational measures (taking into account costs of implementation and the nature, scope and purposes of Processing) to ensure a level of security appropriate to the risk against unauthorized or unlawful processing of Personal Data, and against accidental loss, alteration or

destruction of, or damage to, such personal data, and ensure the security of such data at all times;

D. The Processor will assist the Controller (at the Controller's expense by providing all reasonable assistance to the Controller, having regard to the nature of processing, in order to assist the Controller to comply with its obligation to respond to requests from Data Subjects to exercise their rights under Applicable Law;

E. With effect from 25 May 2018, upon the Controller's request and at the Controller's expense, the Processor shall provide the Controller with reasonable cooperation and assistance needed to fulfil the Controller's obligation under GDPR to carry out a data protection impact assessment related to the Controller's use of the Services, to the extent that the Controller does not otherwise have access to the relevant information, and to the extent such information is available to the Processor;

F. The Processor and any person acting under its authority shall process the Personal Data only in accordance with the documented instructions from the Controller, including with regard to transfers of Personal Data to a third country or an international organization, unless required to so do by Union or Member state law to which the Processor is subject; in such a case, the Processor shall inform the Controller of that legal requirement before Processing, unless that law prohibits such information on important grounds of public interest.

7. Monitoring Rights of the Controller

7.1 The Controller has the right, after consultation with the Processor, to carry out inspections or to have them carried out by an auditor to be designated in each individual case. The Processor agrees to contribute to such inspections and reserves the right to invoice the Controller for any reasonable costs incurred by the Processor in contributing to such inspections.

7.2 The Processor shall ensure that the Controller is able to verify compliance with the obligations of the Processor in accordance with Applicable Law. The Processor undertakes to provide to the Controller all necessary information on request within a reasonable timeframe.

8. Notification of Security Breaches by the Processor

8.1 The Processor shall:

A. Notify the Controller without undue delay and, where feasible, not later than 72 hours after having become aware of any accidental, unauthorized or unlawful destruction, loss, alteration or disclosure of, or access to, Personal Data ("Security Breach").

B. To cooperate with the Controller and provide the Controller with any information which the Controller may reasonably request relating to the Security Breach. The Processor

shall investigate the Security Breach and shall identify, prevent and make reasonable efforts to mitigate the effects of any such Security Breach and, with the Controller's prior agreement, to carry out any recovery or other action necessary to remedy the Security Breach;

C. To assist the Controller by appropriate measures with regard to the Controller's obligation to inform Data Subjects and competent authorities in case of a Security Breach; and

D. To assist the Controller with regard to the Controller's obligation to provide information to the Data Subject concerned and to promptly provide the Controller with all relevant information in this regard.

9. Authority of the Controller to issue instructions

9.1 The Personal Data may only be handled under the terms of this Agreement, in alignment with the Terms of Service, and under the instructions issued by the Controller. The Controller retains a general right of instruction as to the nature, scope and method of data processing, which may be supplemented with additional written instructions.

9.2 The Processor will only accept instructions via electronically communicated text in writing or in text form. The Processor must not use the data for any other purpose and shall not disclose the data to third parties without the Controller's written authority. No copies or duplicates may be produced without the knowledge of the Controller. This does not apply to backup copies (which may be kept for 35 days) where these are required to assure proper data Processing, or to any Processing required to comply with Applicable Law.

9.3 The Processor shall inform the Controller immediately if it believes that there has been infringement of Applicable Law. The Processor may then postpone the execution of the relevant instruction until it is confirmed or changed by the Controller.

10. Deletion and Return of Personal Data

10.1 Within a reasonable period (which shall not exceed 30 days) of completion of the Services or when requested by the Controller (except for data referred to at clause 10.2), the Processor must, at the choice of the Controller, return or delete all Personal Data in compliance with Applicable Law unless Union or Member State Law requires storage of the Personal Data. The same applies to any test data. The deletion log shall be presented upon request.

10.2 Electronic documentation intended as proof of lawful Processing will be kept by the Processor for 60 days beyond the termination of this Agreement. The Processor may hand such documentation to the Controller upon request by the Controller.

11. Indemnification

Indemnity and liability provisions are as set out in the Terms of Service.

12. Sub-processing

12.1 The Controller agrees to the commissioning of the following sub-processors on the condition of a contractual agreement in accordance with Applicable Law:

Sub-processor	Country	Service
Amazon Web Services	Germany	Secure cloud service platform for database storage

12.2 The Controller grants the Processor general authorization to engage sub-processors to provide the Services provided that the Processor and sub-processor enter into a contract on terms that guarantee that any Processing will meet the requirements of Applicable Law and the Processor will keep the Controller informed of any intended changes to sub-processors giving the Controller an opportunity to object in writing or text form within 10 business days. The Controller shall not unreasonably object to any sub-processor engaged in accordance with this clause.

12.3 The Processor shall be liable to the Controller for the performance of sub-processor's obligations.

13. Miscellaneous

13.1 This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and interpreted in accordance with the law of England and Wales and that the courts of England and Wales have jurisdiction to settle any such dispute or claim. If it is or becomes a requirement that, under the Applicable Law, this Agreement must be governed by the laws of a Member State of the European Union, and the governing law specified in this Agreement does not or ceases to satisfy this requirement, this Agreement shall be governed by and construed in accordance with the laws of Ireland. For the avoidance of doubt, any other dispute or claim arising in connection to the Terms of Service shall be governed by and interpreted in accordance with the law specified in the Terms of Service and the courts specified in the Terms of Service shall have jurisdiction.

13.2 If any variation is required to this Agreement as a result of a change in the Applicable Law, then either Party may provide written notice to the other party of that change in law. The Parties will discuss and negotiate in good faith any necessary variations to this Agreement. The parties will promptly discuss the proposed variations and negotiate in good faith with a view to agreeing and implementing those or alternative variations designed to address the relevant requirements.

AS WITNESS the hands of the duly authorized representatives of the Parties the day month and year first above written:

Signed on behalf of	Signature, Name, Position
Convert Insights Inc.	[SIGNATURE]
	Dennis van der Heijden
	CEO

Signed on behalf of	Signature, Name, Position
[COMPANY NAME]	[SIGNATURE]
	[NAME]
	[POSITION]