DATA PROCESSING AGREEMENT

In Barcelona, on the 25 of February, 2021

THE PARTIES

On the one side, Marco Pellegrino with Tax ID number SS 536206 C and registered in the following address 10 charter house 114 st.Georges Road BS1 5TU Bristol UK, now on the Data Processor.

On the other side, Mr. Francesc Pedrerol Alonso, holder of the ID number 38071953F, duly authorized to sign for and behalf of the company MC NEEL EUROPE, S.L., with Tax ID number B61769626 and registered address in C/ Roger de Flor, 32-34, 08018, Barcelona (Barcelona), now on, Data Controller.

The Parties have subscribed a contractual relationship, of civil or commercial nature, where it is determined the processing of personal data.

The Parties are aware of the requirements laid down by the applicable data protection regulation, especially in the fulfilment of the Regulation (UE) of the European Parliament and 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/CE (now on, "GDPR") and the Spanish data protection legislation, Ley Orgánica 3/2018, de 5 de diciembre, de Protección de Datos Personales y garantía de los derechos digitales (now on, "LOPDGDD")

In order to comply with the mentioned data protection legislation, the Parties sign the present **DATA PROCESSING AGREEMENT**. This Agreement and the Agreement signed by the Parties enables the Data Processor to process under his/her responsibility the personal data collected by and provided for by the Data Controller for the provision of services, whose specific terms and conditions are stipulated in the Agreement signed by the Parties.

RECITALS

FIRST. - For the purposes of this Agreement:

Personal data: means any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

Data subject: means an identifiable natural person is one who can be identified, directly or indirectly.

Processing: means any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

Controller: means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data.

Processor: means a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller.

Personal data breach: means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed.

SECOND. - For the purposes of the present Agreement, the Controller will provide the Processor with the following services:

- Software and services publishing on the food4rhino.com website

THIRD. - For the fulfilment of the aforementioned service, the Controller will provide the Processor with personal data, automated or not.

FOURTH. - In compliance with the GDPR and the LOPDGDD, the Parties agree to regulate the access and processing of the personal data based on the following:

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PROVISIONS

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FIRST.- This Agreement signed by the Parties enables de Data Processor to process the personal data collected by and provided for by the Data Controller for the provision of the services specified in the paragraph SECOND.

Identification of concerned information:

In execution of the Agreement and Services stipulated therein, the Data Processor shall carry out on behalf the Data Controller the following data processing:

- Clients´ personal data.

SECOND. - Duration: this Agreement shall remain in force during the service agreement remain in force and/or the corresponding extensions remain in force.

THIRD. - For the fulfilment of the contracted services, the data Processor is allowed to carry out the actions strictly necessary for that purpose. The necessary actions may include processing operations such as collection, registration, structuring, modification, conservation, extraction, consultation, communication by transmission, diffusion, interconnection, collation, limitation, suppression, destruction, conservation or communication of personal data.

FOURTH. - Controller´s rights and obligations: according to the GDPR:

a) Provide the Processor with the necessary personal data in order to fulfil the contracted services.
b) Carry out, where applicable, an impact assessment of the data processing conducted by the Processor.
c) Carry out prior consultations.
d) To ensure, before and during the processing of personal data, the compliance with the data protection applicable regulation.
e) Monitor the data processing, including carrying out inspections and audits.

FIFTH. - Processor´s rights and obligations according to the GDPR**:** The Data Processor, shall, pursuant to this Agreement, fulfil the obligations listed below:

a) Use the personal data being processed only for the purposes established in the present Agreement. In no casa will the Data Processor apply or use the personal data for own purposes.
b) The personal data will be processed according to the instructions provided by the Data Controller.
c) If the Data Processor considers that any of the instructions issued by the Data Controller violates the GDPR or any other applicable national or EU data protection regulation, the Data Processor shall immediately inform the Data Controller in order to remedy that situation.
d) Keep a written and duly updated record of all categories of data processing carried out by the Data Controller.
e) Keep a general description of the security measures.
f) To keep the confidentiality and secrecy of the personal data subject to this Agreement, not being able to reproduce, modify, make public or disclose to third parties the personal data subject to this Agreement, without the prior express consent of the Data Controller.
g) Subcontracting. In the event that the subcontracting, this will be notified previously in written to the Controller, pointing the specific processing categories and activities that are to be subcontracted and identifying the firm to whom the activities would be subcontracted to. Subcontracting will be allowed if the Controller does not express his /her opposition within the established period.
h) To keep secrecy of the personal data subject to this Agreement, even once the Agreement is terminated.
i) Guarantee that the people authorized to process personal data, commit themselves, expressly and in written to respect confidentiality and to comply with the applicable security measures.
j) Guarantee the necessary training in data protection, for the subjects authorized to process personal data.
k) To attend and help the Data Controller in all matters relating to the response to the exercise of the rights of.

1. Access, rectification, erasure and object
2. Restriction
3. Portability
4. Not being subject of automated individual decisions (including the elaboration of profiles).

   When the data subjects exercise their right of access, rectification, erasure, object, restriction, portability and to not being subject of automated individual decisions, before the Data Processor, this will be communicated to the Data Controller. The communication must be made immediately and in no case beyond the business day following the receipt of the request, together, where applicable, with other information that may be relevant to resolve the request.

i) Right to information: The Processor, when gathering the personal data, must provide information about the personal data processing. The wording and the format in which the information will be provided must be agreed with the Controller before the data being collected.

SIXTH. - Data security breach notification: The Data Processor shall notify the Data controller, without delay, and in any case before the maximum period of 72 hours from the detection of the data breach. The Data processor shall provide the Data Controller with the following information as far as possible:

a) Description of the nature of the personal data breach including where possible, the categories and approximate number of data subjects concerned and he categories and approximate number of personal data records concerned.
b) The name and contact details of the data protection officer or other contact point where more information can be obtained.
c) Description of the likely consequences of the personal data breach.
d) Description of the measures taken or proposes to be taken by the Controller to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects.

SEVENTH. – Security measures: The Processor will process the personal data according to the security criteria established by the LOPDGDD and article 32 of the GDPR and will observe and adopt the adequate technical and organisational safety-measures in order to ensure the confidentiality, secrecy and integrity of the personal data.

EIGHTH. - International Transfers: The Data Processor will not carry out international transfers of the personal data processed on behalf of the Data Controller, to states or territories that do not ensure an appropriate level of protection according to the European Commission, unless with the prior written and express consent of the Data Controller. In the event that the Data Controller authorizes an international transfer, the Processor will only perform it in compliance with any legal requirement applicable for international data transfers.

NINTH. - Liability: According to article 82 of the GDPR, the Controller shall be liable for the damage caused by processing which infringes the GDPR. A Processor shall be liable for the damage caused by processing only where it has not complied with obligations of THE GDPR specifically directed to Processors or where it has acted outside or contrary to lawful instructions of the Controller.

TENTH. - Termination of the contractual relationship between the Data Controller and the Data Processor: The later will keep the personal data provided by the Controller, for as long as a legal obligation to keep them remains.

Once the established term to cover the legal responsibilities has elapsed, the personal data will be destroyed or returned to the Data Controller, as well as any support or document containing any personal data.

And in conformity if the foregoing, both Parties sign this Agreement, extended by duplicate and to a single effect, in the city and date mentioned in the heading.

DATA CONTROLLER   DATA PROCESSOR

                                                           Francesc Pedrerol Alonso