**Data Processing Addendum (DPA) for ImmiCan**

This Data Processing Addendum ("DPA") applies to the processing of Customer Data (as defined below) provided by the Customer to ImmiCan through ImmiCan's services, including but not limited to MyUnimo and ImmiAI, under the terms of the ImmiCan Business Terms or other agreements between Customer and ImmiCan governing the use of the Services (the “Agreement”). This DPA is incorporated into the Agreement. In case of any conflict, the terms of this DPA shall prevail.

For the purpose of this DPA, “Customer” includes any affiliate of the Customer that uses ImmiCan's services. Both ImmiCan and the Customer agree to comply with applicable data privacy and protection laws ("Data Protection Laws") in connection with the Services.

1. **Processing Requirements**

ImmiCan, as a Data Processor, will:

* + Process Customer Data solely to provide and support its Services.
  + Not sell or share Personal Data as defined by U.S. Privacy Laws.
  + Employ confidentiality agreements with personnel processing Customer Data.
  + Engage Subprocessors, listed on ImmiCan’s Subprocessor List, for processing Customer Data, subject to Customer’s consent.
  + Provide necessary information to demonstrate compliance with this DPA upon request.
  + Assist Customer in ensuring compliance with Data Protection Laws.

1. **Notice to Customer**

ImmiCan will inform the Customer of:

* + Any legal requests for disclosure of Customer Data by law enforcement authorities, unless prohibited by law.
  + Any complaint or request received directly from Customer’s data subjects.

1. **Assistance to Customer**

ImmiCan will assist the Customer with:

* + Responding to data subjects' requests under Data Protection Laws.
  + Investigating and mitigating any Personal Data Breach.

1. **Security**

ImmiCan will maintain appropriate technical and organizational security measures to protect Customer Data.

1. **Obligations of Customer**

The Customer agrees to:

* + Ensure all necessary rights and consents for providing Customer Data to ImmiCan.
  + Comply with applicable Data Protection Laws.
  + Not provide Customer Data through unagreed mechanisms.

1. **Standard Contractual Clauses**

For data originating from the European Economic Area, Switzerland, and the United Kingdom, data transfers will be governed by relevant standard contractual clauses.

1. **Term; Data Return and Deletion**

This DPA remains effective as long as ImmiCan processes Customer Data on behalf of the Customer. Upon termination, ImmiCan will delete or return Customer Data as per the Agreement.

**Exhibit A**

* Data exporter: The Customer using ImmiCan services.
* Data importer: ImmiCan.
* Categories of data subjects, personal data, and processing activities will be as per the nature of services availed by the Customer.

**Exhibit B**

* Description of technical and organizational security measures implemented by ImmiCan, including access control, data encryption, physical security, and incident response procedures.