

DATA PROTECTION AGREEMENT

BY SIGNING, YOU, ON BEHALF OF CUSTOMER (AS DEFINED BELOW), ENTER INTO THIS DATA PROTECTION AGREEMENT BETWEEN CUSTOMER AND BOATS GROUP, LLC, A COMPANY ORGANIZED IN DELAWARE, USA UNDER REGISTRATION NUMBER 6294709, WHOSE REGISTERED OFFICE IS AT 1221 BRICKELL AVENUE, SUITE 2300 MIAMI, FL 33131 USA ("**BOATS GROUP**"), AND YOU ACKNOWLEDGE AND AGREE, ON BEHALF OF CUSTOMER, THAT CLICKING "I AGREE" WILL CONSTITUTE CUSTOMER'S LEGALLY BINDING ELECTRONIC SIGNATURE TO THIS AGREEMENT. IN ADDITION, YOU REPRESENT THAT YOU ARE AT LEAST 18 YEARS OF AGE, ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND THAT YOU ARE AUTHORIZED ON BEHALF OF CUSTOMER TO EXECUTE THIS AGREEMENT ON CUSTOMER'S BEHALF.

This Data Protection Agreement ("**Agreement**"), effective upon the date which Customer agrees to this Agreement (the "**Effective Date**"), is entered into by and between BOATS GROUP, and the entity named below ("**CUSTOMER**"). Hereinafter BOATS GROUP and the CUSTOMER shall be referred to as the "**Parties**".

For the purposes of this Agreement, data protection law means European Directives 95/46/EC and 2002/58/EC and any legislation and/or regulation implementing or made pursuant to them, or which amends, replaces, re-enacts or consolidates any of them (including the General Data Protection Regulation (EU) 2016/679), Articles 20, 21 and 22 of Law No. 34/2002 of 11 July 2002 on Information Society Services and Electronic Commerce, and all other applicable laws relating to the processing of personal data and privacy that may exist in any relevant jurisdiction, including, where applicable, the guidance and codes of practice issued by supervisory authorities ("**Data Protection Legislation**") and other specific covenants included below.

Consequently, the Parties have agreed as follows:

FIRST.- Data Protection Obligations of the Parties

The Parties agree that, with regards to the processing of personal data arising from the relationship between the Parties, BOATS GROUP and the CUSTOMER are both data controllers according to the Data Protection Legislation.

The CUSTOMER commits to comply with any applicable requirement set forth by the Data Protection Legislation in relation to the collection and processing of personal data, to the extent such personal data is processed by the CUSTOMER as data controller, including, but not limited to:

- (i) notify users (and, where required by law, gather any necessary consents) about the conditions in which their personal data will be collected and processed;
- (ii) comply with the lawfulness, fairness and transparency principles, which means that personal data shall be processed lawfully, fairly and in a transparent manner in relation to the data subject;
- (iii) report personal data breaches to the relevant data protection supervisory authority and where required by law, the affected data subjects;
- (iv) enter into written agreements with third parties that process personal data on behalf of the CUSTOMER which shall include the content required by the Data Protection Legislation; and
- (v) implement and maintain appropriate technical and organisational measures to protect the personal data against unauthorised or unlawful processing and against accidental loss, destruction, damage, theft, alteration or disclosure.

SECOND.- Liability and Indemnity

The CUSTOMER shall be liable for any damages suffered by BOATS GROUP as a consequence of any breach of obligations under this Agreement or the Data Protection Legislation. The CUSTOMER shall indemnify BOATS GROUP, its affiliates and their respective officers, directors, employees and agents and keep them fully and effectively indemnified against any and all losses, costs, claims, demands, damages, fines, penalties, expenses

and liabilities of any nature arising out of or in connection with any direct or indirect breach by the CUSTOMER of the Data Protection Legislation obligations.

THIRD.- Entire Agreement

In the event of any conflict or inconsistency between the provisions of the terms of this Agreement and any other agreement subscribed by the Parties, the terms of this Agreement shall prevail in relation to its subject matter.

FOURTH.- Governing Law and Jurisdiction

This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with its subject matter shall be governed by and interpreted in accordance with the laws of the State of Florida, USA. The Parties agree that the courts located in Miami, Florida, USA have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) that arises out of, or in connection with, this Agreement or its subject matter. The United Nations Convention for the International Sale of Goods shall not apply to this Agreement in whole or in part.

FIFTH.- Other terms and conditions

This Agreement has been drawn up in two originals, both in English and Spanish. In case of any dispute or misunderstanding arising out of this Agreement, the English version shall prevail. By agreeing to this Agreement, BOATS GROUP AND CUSTOMER consent to the use of electronic signatures in lieu of an original signature on paper. Each Party agrees that any electronic signatures, whether digital or encrypted, of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. This Agreement may be executed in counterparts, each of which will constitute an original, and all of which will constitute one agreement. The counterparts of this may be executed and delivered by facsimile, email, or other electronic means by a Party to the other Party and the receiving Party may rely on the receipt of such document so executed and delivered by facsimile, email, or other electronic means as if the original had been received.

For and on behalf of **BOATS GROUP, LLC**

By: _____
Name: _____
Title: _____

For and on behalf of **CUSTOMER:**

Customer Corporate Name: _____

By: _____

Name: _____

Title: _____

Customer Registration Number: _____

Customer Registered Address:
