Exhibit B

US Data Processing Addendum

DATA PROTECTION AND PRIVACY.

1.1 **"Rolebot Data"** means all data, including any Personal Information, processed by Rolebot and shared with Customer as set forth in the Agreement. For avoidance of doubt, Rolebot Data does not include the name and contact information of those Rolebot employees, representatives or agents who are responsible for interacting with Customer in connection with its performance of the Services under the Agreement, and any Personal Data incidentally received by Customer in connection with those interactions. Personal Data also includes "Personal Information" as defined in CCPA Section 1798.140(o).

1.2 **Compliance with Laws.** Each Party shall, and is responsible for, its compliance with applicable data protection laws in connection with the processing of personal data, including but not limited to compliance with California Consumer Privacy Act ("CCPA").

1.3 **CCPA Requests.** Rolebot is a qualified business under the CCPA. Customer hereby represents, warrants, covenants and agrees that, upon receiving appropriate notice from Rolebot, it will implement a California consumer's or household's request to exercise their rights under the CCPA, including requests to delete their Personal Information or to opt out of the sale of their Personal Information.

1.4 **Data Retention.** Customer shall retain the Rolebot Data for no longer than is necessary to carry out its purposes and obligations described in the Agreement unless otherwise required to retain Rolebot Data for a longer period under applicable law. Upon termination or expiration of the Agreement, or earlier as requested by Rolebot, Customer shall destroy all Rolebot Data in its possession, custody, and control, except for such information as must be retained under applicable law. To the extent that Customer retains any such data beyond termination or expiration of the Agreement, or as earlier requested by Rolebot, because such retention is required under applicable law, Customer shall immediately destroy all such information so retained once such retention is no longer required under applicable laws. At Rolebot's request, Customer shall provide Rolebot with written confirmation of the destruction of such data

1.5 **Data Security.** Customer will implement and maintain appropriate measures to protect the integrity, security and confidentiality of all Rolebot Data against any anticipated threats or hazards, and/or unauthorized access to or use of such data. Customer shall notify Rolebot within 48 hours of discovery of an unauthorized access to, acquisition or disclosure of Rolebot Data, or other breach of security or confidentiality with respect to Rolebot Data.

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CONTROLLER-TO-CONTROLLER DATA PROCESSING ADDENDUM

This Controller-to-Controller Data Processing DPA ("DPA") forms part of the Master Services Agreement between Rolebot and Customer (each individually a Party and collectively the "Parties") and any and all further agreements executed under it (collectively, the "Agreement") pursuant to which Rolebot provides certain services to Customer. This DPA is effective as of (1) the execution date of the Agreement if incorporated as an exhibit thereto; or (2) the date last signed if executed as an amendment to or otherwise separately from the Agreement. If there is a conflict between any provision in this DPA and any provision in the Agreement, this DPA will control.

1. **Definitions**

   (a) **"Controller"** has the meaning as provided for in the GDPR.

   (b) **"Data Protection Laws"** means all data protection and privacy laws applicable to the processing of Personal Data under the Agreement, including, where applicable: (i) Regulation 2016/679 of the European Parliament and of the Council 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/EC ("GDPR") and any data protection laws in any EU or EEA Member State including laws implementing such Regulation, (ii) the GDPR as incorporated into United Kingdom ("UK") law by the Data Protection Act 2018 and amended by the Data Protection, Privacy and Electronic Communications (Amendments, etc.) (EU Exit) Regulations 2019 ("UK GDPR"); (iii) the Federal Act on Data Protection of June 19, 1992 (DPA) of Switzerland and its ordinances ("Swiss FADP"); and (iv) the California Consumer Privacy Act of 2018 ("CCPA"), including as each may be replaced, revised or amended from time to time.

   (c) **"Data Subject"** has the meaning as provided for in the GDPR.

   (d) **"Data Subject Request"** means a request or complaint from (or on behalf of) a Data Subject exercising his or her rights under the Data Protection Laws.

   (e) **"EEA"** means the European Economic Area.

   (f) **"EU"** means the European Union.

   (g) "**EU Standard Contractual Clauses**" or **"EU SCCs"** means the standard contractual clauses for the transfer of Personal Data, in accordance with Privacy Laws, to Controllers and Processors established in Third Countries, the approved version of which is in force at the date of signature of this Agreement that are in the European Commission's Decision 2021/914 of 4 June 2021 ((referencing Module One: Transfer Controller to Controller), as such standard contractual clauses are available at https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-data-protection/standard-contractual-clauses-scc_en, and as may be amended or replaced by the European Commission from time to time. The EU Standard Contractual Clauses also apply to cross-border transfers of Personal Data of Data Subjects located in Switzerland.

   (h) "**Personal Data**" has the meaning as provided for in the GDPR. Personal Data also includes "**Personal Information"** as defined in CCPA Section 1798.140(o).

   (i) **"Personal Data Breach"** has the meaning as provided for in the GDPR.

(j) "**Processing**" has the meaning set out in the GDPR (and "**Process**" and **"Processed"** when used in relation to the Processing of Personal Data, shall be construed accordingly).

(k) **"Processor"** has the meaning as provided for in the GDPR.

(l) **"Rolebot Data"** means all data, including any Personal Data, Processed by Rolebot and shared with Customer as set forth in the Agreement. For avoidance of doubt, Rolebot Data does not include the name and contact information of those Rolebot employees, representatives or agents who are responsible for interacting with Customer in connection with its performance of the Services under the Agreement, and any Personal Data incidentally received by Customer in connection with those interactions.

(m) **"Security Measures"** means the requirements regarding the security of Personal Data, including Rolebot Data, as set out in the Data Protection Laws (including, in particular, the measures set out in Article 32(1) of the GDPR (taking due account of the matters described in Article 32(2) of the GDPR)) as applicable.

(n) **"Services"** means those services provided by Rolebot to Customer pursuant to the Agreement.

(o) **"Supervisory Authority"** means any local, national or multinational agency, department, official, parliament, public or statutory person or any government or professional body, board or other body responsible for administering Data Protection Legislation.

(p) **"UK DPA"** shall mean the UK DPA to the EU Commission Standard Contractual Clauses issued by the UK's Information Commissioner's Office and attached hereto as Appendix 3.
Capitalized terms not defined herein shall have the meanings as set forth in Data Protection Laws.

2. Status and Roles of the Parties

Each party to this DPA: (a) is an independent Controller of Rolebot Data under Data Protection Laws; (b) will individually determine the purposes and means of its processing of Rolebot Data; and (c) will comply with the obligations applicable to it under Data Protection Laws with respect to the Processing of Rolebot Data. Nothing in this Section 2 shall modify any restrictions applicable to either party's rights to use or otherwise Process Rolebot Data under the Agreement, and Customer will Process Rolebot Data solely and exclusively for the purposes specified in the Agreement. For avoidance of doubt, the parties expressly state that they do not intend to enter into a Joint-Controller relationship as described in Article 26 of the GDPR.

3. Security

(a) To the extent not otherwise provided for in the Agreement: (a) Customer agrees to cooperate with Rolebot on and implement appropriate security (including both organizational and technical) measures prior to and during processing of any Rolebot Data to protect against, without limitation, the accidental, unlawful or unauthorized access to or use, transfer, destruction, loss, alteration, commingling, disclosure or Processing of Rolebot Data and ensure a level of security appropriate to the risks presented by the Processing of Rolebot Data and the nature of such Rolebot Data, and these measures shall remain in place throughout the duration of Customer's Processing of Rolebot Data or until you cease to Process Rolebot Data (whichever is later).

(b) Customer agrees to treat Rolebot Data with strict confidence and take all reasonable steps to ensure that persons you employ and/or persons engaged at your place(s) of business who will

Process Rolebot Data are aware of and comply with this DPA and are under a duty of confidentiality with respect to Rolebot Data no less restrictive than the duties set forth herein.

(c) customer will not transfer Rolebot Data to third parties except under written contracts that guarantee at least a level of data protection and information security no less restrictive as provided for herein, and Customer will remain fully liable to Rolebot for any third party's failure to so comply.

(d) Customer shall notify Rolebot without undue delay, but no less than 48 hours, of any potential or actual Personal Data Breach and/or actions taken to prevent or mitigate the effects of such Personal Data Breach. Notwithstanding the foregoing, Customer is not required to make such notice to the extent prohibited by Data Protection Laws, and Customer may delay such notice as requested by law enforcement and/or in light of Customer's legitimate needs to investigate or remediate the matter before providing notice.

(e) The parties agree to provide reasonable assistance as may be necessary to each other to facilitate the handling of any Personal Data Breach in an expeditious and compliant manner, and to enable each party to comply with its obligations under the Data Protection Laws.

4. **Data Subject Requests**

(a) Data Subjects have rights under the Data Protection Laws to (inter alia) obtain certain information about and access their Personal Data, including a, and to request to amend, restrict, erase or transport their Personal Data, and object to the Processing of their Personal Data.

(b) The parties agree to provide reasonable assistance as is necessary to each other to enable the other party to comply with Data Subject Requests and to respond to any other queries or complaints from Data Subjects.

(c) In the event of a dispute or claim brought by a Data Subject concerning the processing of Shared PII against either or both parties, the parties will inform each other about any such disputes or claims and will cooperate with a view to settling them amicably in a timely fashion and as may be permitted by applicable law.

6. **Regulatory Compliance**

(a) Each party shall reasonably assist the other party as may be necessary to meet its obligations to any relevant Supervisory Authority.

(b) Where and when required by Data Protection Laws, each party will provide the relevant Supervisory Authority with information related to their Processing of Rolebot Data. The parties further acknowledge that this DPA, the Agreement and any information demonstrating a party's compliance with this DPA and Data Protection Laws may be provided to a relevant Supervisory Authority.

(c) If requested, each party will assist the other party in the event of an investigation by a relevant Supervisory Authority.

(d) To the extent the parties are required under the Data Protection Laws, each party will provide reasonable assistance, including consultants with relevant Supervisory Authorities, to carry out any necessary Data Protection Impact Assessments.

Processors and Sub-processors

(a) The parties (as Controllers) may use Processors (and, in turn, Sub-processors) at their discretion for Processing Shared PII. Any such Processing may only occur in accordance with the written instructions of the Controller.

(b) A party engaging a Processor (and, in turn a Sub-processor) for Processing Shared PII will impose, by way of contract, data protection obligations upon all Processors (and Sub-processors) no less restrictive as those set out in this DPA.

(c) In addition, the party engaging a Processor (and, in turn a Sub-processor) for Processing Shared PII will remain fully liable for any acts or omissions of its Processors (or Sub-processors) that causes the party to breach any of its obligations under this DPA or Data Protection Laws.

8. **Cross-Border Transfers**

(e) If, in fulfilling the obligations under the Agreement, Personal Data is to be transferred from the EEA and/or Switzerland to any country that has not been recognized by the European Commission as providing an adequate level of protection for Personal Data, the parties agree to enter into and abide by the EU Standard Contractual Clauses, which are incorporated into this DPA as follows:
- Each party is an independent Controller;
- Rolebot is the Data Exporter and Customer is the Data Importer;
- Clause 7, the "Docking Clause (Optional)", shall be deemed incorporated;
- The optional wording in Clause 11 shall be deemed not incorporated;
- In Clause 17, the Data Exporter and Data Importer agree that the EU Standard Contractual Clauses shall be governed by the laws of the Republic of Ireland or Switzerland, as applicable, and choose Option 1 to this effect;
- In Clause 18, the Data Exporter and Data Importer agree that any disputes shall be resolved by the courts of the Republic of Ireland or Switzerland, as applicable;
- **Appendices 1 and 2** attached hereto serve as **Annexes I and II** of the EU Standard Contractual Clauses; and
- The parties' signatures on the Agreement shall constitute their signatures for purposes of the EU Standard Contractual Clauses.

(f) If, in fulfilling the obligations under this Agreement, Personal Data must be transferred from the United Kingdom to any country that has not been recognized by the UK Information Commissioner's Office, UK Parliament or UK Secretary of State as providing an adequate level of protection for Personal Data, the parties agree that the UK Addendum, attached hereto as Appendix 3, shall apply to such cross-border transfers.

(g) The parties further agree that if any of the EU Standard Contractual Clauses or the UK Addendum are updated, replaced or are no longer available for any reason, the parties will cooperate in good faith to implement updated or replacement EU Standard Contractual Clauses or UK Addendum, as appropriate, or identify an alternative mechanism(s) to authorize the contemplated cross-border transfers.

9. **California Consumer Privacy Act**

Rolebot is a qualified business under the CCPA. Customer hereby represents, warrants, covenants and agrees that, upon receiving appropriate notice from Rolebot, it will implement a California consumer's or household's request to exercise their rights under the CCPA, including requests to delete their Personal Information or to opt out of the sale of their Personal Information.

10. **Data Retention**

Customer shall retain or Process Rolebot Data for no longer than is necessary to carry out its purposes and obligations described in the Agreement unless otherwise required to retain Rolebot Data for a longer period upon a valid order of a relevant Supervisory Authority or court of competent jurisdiction. Upon termination or expiration of the Agreement, or earlier as requested by Rolebot, Customer shall destroy all Rolebot Data in its possession, custody, and control, except for such information as must be retained under applicable law. To the extent that Customer retains any such data beyond termination or expiration of the Agreement, or as earlier requested by Rolebot, because such retention is required under applicable laws, Customer shall immediately destroy all such information so retained once such retention is no longer required under applicable laws. At Rolebot's request, Customer shall provide Rolebot with written confirmation of the destruction of such data

9. **Indemnification**

Each party indemnifies the other party for any direct or indirect damages resulting from any breach of its obligations under this DPA and/or applicable Data Protection Laws.

10. **Commencement; Duration**

(a) This DPA shall commence on the same date the Agreement commences and shall last until the Agreement terminates or for as long as Customer receives and Processes Rolebot Data.

(b) The parties' obligations set forth in this DPA shall survive the expiration or termination of the Agreement (for whatever reason) for as long as Customer receives and Processes Rolebot Data.

Appendix 1
EU Standard Contractual Clauses
Description of the Processing of Personal Data

A. LIST OF PARTIES

1. Data Exporter(s):

Name: Rolebot, Inc

Address: 6060 Center Drive, Los Angeles, CA 90045 USA

Contact Person's name, position and contact details: Alex Mostoufi, CTO, privacy@rolebot.io

Activities relevant to the data transferred under the EU Standard Contractual Clauses: To provide the Services to Customer as set forth in the Agreement and this DPA.

Where applicable, by signing below Data Exporter agrees to be bound by the UK DPA to the EU Commission Standard Contractual Clauses as of the effective date of this Data Processing Agreement.

Signature and date: Data Exporter's signature on the Agreement constitutes its signature for purposes of the EU Standard Contractual Clauses.

Role (controller/processor): Controller

2. Data Importer:

Name: Party identified as Customer in the Agreement.

Address: The Customer's address is provided in the Agreement.

Contact Person's name, position and contact details: The Customer's contact information is provided in the Agreement.

Activities relevant to the data transferred under the EU Standard Contractual Clauses: To provide the Services to Customer as set forth in the Agreement.

Where applicable, by signing below Data Importer agrees to be bound by the U UK Addendum to the EU Commission Standard Contractual Clauses as of the effective date of this Data Processing Agreement.

Signature and date: Data Importer's signature on the Agreement constitutes its signature for purposes of the EU Standard Contractual Clauses

Role (controller/processor): Controller

B. DESCRIPTION OF TRANSFER

Categories of data subjects whose Personal Data is transferred:

- Candidates and potential candidates for employment with Customer

Categories of Personal Data transferred:

- First name, last name, email address
- Curriculum vitae

- Work experience
- Education experience

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialized training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

- None

The frequency of the transfer

- Frequency to be determined by the Data Importer.

Nature and purpose of the processing

- The nature and purpose of the processing is described in the Agreement.

The period for which the personal data will be retained

- The Personal Data will be retained so long as necessary to provide the Services and consistent with the period as set forth in the Agreement.

C. COMPETENT SUPERVISORY AUTHORITY

- The competent supervisory authority is the Data Protection Commission of Ireland or the Federal Data Protection and Information Commissioner of Switzerland, as applicable.

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Appendix 2
EU Standard Contractual Clauses
Technical and Organizational Measures to Ensure the Security of the Data

Each party shall implement and maintain appropriate technical, administrative and physical Security Measures that are designed to (i) ensure and protect the security, integrity and confidentiality of the Personal Data; (ii) protect against any unauthorized Processing, loss, use, disclosure, acquisition of or access to any Personal Data and (iii) take into account the Data Protection Laws (including, in particular, the measures set out in Article 32(1) of the GDPR as well as the matters described in Article 32(2) of the GDPR) as applicable..

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Appendix 3
UK Addendum to the EU Commission Standard Contractual Clauses

This UK Addendum to the EU Commission Standard Contractual Clauses (the "Addendum") forms part of the EU Standard Contractual Clauses in this Schedule 4 to this Data Processing Agreement.

Date of this Addendum

1.   The Clauses are dated the Effective Date of this Data Processing Agreement. This Addendum is effective from the same date as the Clauses.

Background

2.   The UK Information Commissioner considers this Addendum provides appropriate safeguards for the purposes of transfers of personal data to a third country or an international organization in reliance on Articles 46 of the UK GDPR and, with respect to data transfers from controllers to processors and/or processors to processors.

Interpretation of this Addendum

3.   Where this Addendum uses terms that are defined in the Annex of the EU Standard Contractual Clauses, those terms shall have the same meaning as in the Annex. In addition, the following terms have the following meanings:

(a)	This Addendum	(b)	This Addendum to the Clauses
(c)	The Annex	(d)	The Standard Contractual Clauses set out in the Annex of Commission Implementing Decision (EU) 2021/914 of 4 June 2021
(e)	UK Data Protection Laws	(f)	All laws relating to data protection, the processing of personal data, privacy and/or electronic communications in force from time to time in the UK, including the UK GDPR and the Data Protection Act 2018.
(g)	UK GDPR	(h)	The United Kingdom General Data Protection Regulation, as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018.
(i)	UK	(j)	The United Kingdom of Great Britain and Northern Ireland

4.   This Addendum shall be read and interpreted in the light of the provisions of UK Data Protection Laws, and so that if fulfils the intention for it to provide the appropriate safeguards as required by Article 46 GDPR.

5.   This Addendum shall not be interpreted in a way that conflicts with rights and obligations provided for in UK Data Protection Laws.

6.   Any references to legislation (or specific provisions of legislation) means that legislation (or specific provision) as it may change over time. This includes where that legislation (or specific provision) has been consolidated, re-enacted and/or replaced after this Addendum has been entered into.

Hierarchy

7.   In the event of a conflict or inconsistency between this Addendum and the provisions of the Clauses or other related agreements between the Parties, existing at the time this Addendum is agreed or entered into thereafter, the provisions which provide the most protection to data subjects shall prevail.

Incorporation of the Clauses

8.   This Addendum incorporates the Clauses which are deemed to be amended to the extent necessary so they operate:

   a.   for transfers made by the data exporter to the data importer, to the extent that UK Data Protection Laws apply to the data exporter's processing when making that transfer; and

   b.   to provide appropriate safeguards for the transfers in accordance with Articles 46 of the UK GDPR Laws.

9.   The amendments required by Section 7 above, include (without limitation):

   a.   References to the "Clauses" means this Addendum as it incorporates the Clauses

   b.   Clause 6 Description of the transfer(s) is replaced with:

   "The details of the transfers(s) and in particular the categories of personal data that are transferred and the purpose(s) for which they are transferred) are those specified in Annex I.B where UK Data Protection Laws apply to the data exporter's processing when making that transfer."

   c.   References to "Regulation (EU) 2016/679" or "that Regulation" are replaced by "UK Data Protection Laws" and references to specific Article(s) of "Regulation (EU) 2016/679" are replaced with the equivalent Article or Section of UK Data Protection Laws.

   d.   References to Regulation (EU) 2018/1725 are removed.

   e.   References to the "Union", "EU" and "EU Member State" are all replaced with the "UK"

   f.   Clause 13(a) and Part C of Annex II are not used; the "competent supervisory authority" is the Information Commissioner;

   g.   Clause 17 is replaced to state "These Clauses are governed by the laws of England and Wales".

   h.   Clause 18 is replaced to state:

   "Any dispute arising from these Clauses shall be resolved by the courts of England and Wales. A data subject may also bring legal proceedings against the data exporter and/or

data importer before the courts of any country in the UK. The Parties agree to submit themselves to the jurisdiction of such courts."

i.   The footnotes to the Clauses do not form part of the Addendum.

Amendments to this Addendum

10.   The Parties may agree to change Clause 17 and/or 18 to refer to the laws and/or courts of Scotland or Northern Ireland.

11.   The Parties may amend this Addendum provided it maintains the appropriate safeguards required by Art 46 UK GDPR for the relevant transfer by incorporating the Clauses and making changes to them in accordance with Section 7 above.

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