DATA PROCESSING ADDENDUM

Product Fruits and the Customer have agreed based on the Terms of Service (the "**Terms**") or other written or electronic agreement between Product Fruits and the Customer for the purchase and/or use of on-line services from Product Fruits (the "**Services**"). Relationship between Product Fruits and the Customer is thus based on on-line registration process of the Customer or via written or electronic contract to which Terms are attached (the "**Agreement**"). This data processing addendum (hereinafter as the "**DPA**") forms integral part of the Agreement.

Words starting with capital letters shall have the same meaning as set out in the Terms or the Agreement or any other annex referred to in the Terms or the Agreement, unless otherwise stated in the DPA.

The following DPA is in accordance with Regulation (EU) 2016/679 of the European Parliament and of 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/EC (hereinafter as "**GDPR**").

This DPA shall replace any comparable or additional rights relating to processing of personal data by Product Fruits as personal data processor (including any existing data processing addendum to the Agreement).

During provision of Services, Product Fruits acts in both ways – as a personal data controller and a personal data processor. In **Part A** – Product Fruits generally informs the Customer and its workers, affiliates, and other data subjects about how Product Fruits process personal data according to the Article 13 and 14 of the GDPR and in **Part B** – Product Fruits stipulates terms of data processing where Product Fruits acts as personal data processor according to the Article 28 of the GDPR.

PART A – PRODUCT FRUITS AS PERSONAL DATA CONTROLLER

1. PERSONAL DATA PROCESSED, PURPOSE, LENGTH AND RECIPIENTS

1.1 **Basic information**. Product Fruits concludes Agreement within B2B relationship. Nevertheless, personal data about affiliates, workers, person acting on behalf of the Customer, are processed. Product Fruits processes identification information, contact information, payment information and other relevant information mainly to conclude the Agreement and fulfil mutual relationship, legal obligations and to protect own rights.

1.2 **User identification**. Product Fruits informs the Customer, that for the purpose of fulfilment of the duties according to the Agreement, Product Fruits will process information about users (e.g., encrypted strings) to secure payment for the Services by the Customer.

1.3 **Other information**. Detail information about processing of personal data by Product Fruits as personal data controller are available here: https://productfruits.com/policies/privacy.

PART B – PRODUCT FRUITS AS PERSONAL DATA PROCESSOR

2. INTRODUCTORY PROVISIONS

2.1 **Processing of personal data as personal data processor**. Product Fruits mainly processes personal data on behalf of the Customer based on the provision of the Services ordered by the Customer, thus, Product Fruits acts as a processor (or sub-processor) of personal data in relation to the Customer. The processing activities done by Product Fruits arises from the Agreement or from documented requests done by the Customer during provision of the Services via the platform available at https://productfruits.com/ (the "**Platform**").

2.2 **Authorisation to process personal data**. The Customer hereby authorizes Product Fruits to process the personal data of the data subjects provided by the Customer within the framework of the provision of the Services, to the extent set out in this DPA. Product Fruits will process personal data for the Customer based on the Customer's documented instructions and to the extent necessary for the proper performance of the obligations of Product Fruits under the Agreement.

2.3 **Customer responsibility**. If Product Fruits acts as the personal data processor, the Customer is responsible for fulfilling all obligations in relation to the processing of personal data, in particular for properly informing data subjects about the processing of personal data, obtaining consent to the processing of personal data, if necessary, handling requests from data subjects regarding the exercise of their rights (such as the right to information, access, correction, erasure, restriction of processing, objection, etc.). Product Fruits will assist the Customer in fulfilling these obligations via the Platform or via documented requests of the Customer. However, Product Fruits is not responsible at any way for the accuracy and legality of the activities carried out by the Customer.

3. SUBJECT MATTER OF PROCESSING, CATEGORY OF DATA SUBJECTS AND TYPE OF PERSONAL DATA

3.1 **Subject matter of the processing**. The subject matter of processing of below defined personal data by Product Fruits is the performance of the Services pursuant to the Agreement.

3.2 **Types of personal data**. Under the subject matter of fulfilment of duties under the Agreement and providing the Services, those personal data may be processed in accordance with this DPA:

a) e-mail address;

b) type of industry and size of the data subject or their company;

c) other personal data uploaded or used in any other way by the Customer, or

d) the personal data to which type, extent and details are determined and controller by the Customer in its sole discretion during provision of the Services.

3.3 **Categories of data subjects**. Personal data will be processed about these categories of data subject:

a) employees (and other workers and persons acting on behalf of the Customer) of the Customer;

b) persons to which the Customer created account in the Platform;

c) customers and other users of the Customer to which the Services are used;

d) other persons about whom the Customer has provided personal data to Product Fruits during provision of the Services and whose personal data has been recorded or will be provided or otherwise processed in accordance with the provision of the Services to the Customer.

4. NATURE AND PURPOSE OF PROCESSING

4.1 **Nature of the processing of personal data**. Product Fruits will process personal data in an automated, electronic manner, whereby the processing will consist of accessing the personal data as part of the provision of the Services, viewing the personal data, storing personal data, structuring personal data, accessing personal data to the Customer on demand and other activities which by their nature correspond to the provision of the Services to the Customer. The nature of the processing of personal data results from:

a) the concluded Agreement;

b) the requests of the Customer or users using the Platform on behalf of the Customer;

c) any other documented instructions provided by the Customer.

4.2 **Purpose of processing**. The purpose of the processing is to provide the Services as defined in the Agreement and in the Terms to the Customer and other purposes which may arise from the scope of provision of the Services to the Customer.

5. DURATION OF THE PROCESSING

5.1 **Duration of processing of personal data**. The processing of personal data will be carried out for the duration of the Agreement, or for as long as the Customer instruct Product Fruits, in connection with the performance of the Agreement. Product Fruits undertakes to comply with the obligations set out in the data protection laws for the entire duration of the Agreement, unless it is clear from the Agreement that they are to continue after its termination. Product Fruits may also process personal data for the duration stipulated by purposes where Product Fruits acts as personal data controller according to the Part A of this DPA.

5.2 **Return and deletion of personal data**. Product Fruits shall return personal data to the Customer according to the written instruction of the Customer (also including instructions made by e-mail) in the format defined by Product Fruits. If the Customer does not instruct Product Fruits to return personal data within 30 days after the Agreement is terminated, Product Fruits will, to the extent allowed by applicable law, delete all personal data that is being solely processed by Product Fruits as personal data processor.

6. OTHER RIGHTS AND OBLIGATIONS OF PRODUCT FRUITS

6.1 **Set of obligations to Product Fruits**. In processing personal data, Product Fruits is obliged to:

a) process personal data solely on the basis of documented instructions of the Customer; for the avoidance of doubt, the processing of personal data in accordance with obligations of Product Fruits under the Agreement shall be deemed to be carried out in accordance with the Customer's instructions;

b) follow the Customer's instructions regarding the transfer of personal data to a third country or an international organisation, unless such processing is already required by European Union or Member State law to which Product Fruits is subject, in which case Product Fruits shall inform the

Customer of this legal requirement prior to processing, unless such legislation prohibits such information for important reasons of public interest;

c) ensure that persons authorised to process personal data are bound by an obligation of confidentiality or are subject to a legal obligation of confidentiality;

d) taking into account the nature of the processing, assist the Customer through appropriate technical and organisational measures, where possible, to comply with the Customer's obligation to respond to requests to exercise the rights of data subjects; the specific rules on handling data subjects request are stipulated in the Article 6.2 of this DPA;

e) assist the Customer in complying with the Customer's obligations to (i) ensure the level of security of the processing, (ii) report personal data breaches to the Data Protection Authority and, where applicable, to data subjects, (iii) assess the impact on the protection of personal data and (iv) carry out prior consultation with the Data Protection Authority, all taking into account the nature of the processing and the personal data held by Product Fruits;

f) in accordance with the Customer's decision, delete all personal data upon termination of the provision of performance under the Agreement, and delete existing copies, unless the law of the European Union or a Member State requires the storage of the personal data in question;

g) allow the Customer or a person authorised by the Customer to check (including audit or inspection) compliance with this DPA, in particular the obligations for processing personal data arising therefrom, and shall contribute to such controls as reasonably instructed by the Customer or the authorised person; the specific rules for audits are set out in Articles 6.3, 6.4 and 6.5 of this DPA; and

h) provide the Customer with all information that can reasonably be expected from Product Fruits to prove that the obligations set out in the GDPR and other data protection legislation have been met.

6.2 **Data subject requests**. Product Fruits shall, to the extent legally permitted, promptly notify the Customer if Product Fruits receives a request from a data subject to exercise right of access, right to rectification, restriction of processing, erasure, data portability, object to the processing, or its right not to be subject to an automated individual decision making. In addition, to the extent that the Customer, in its use of the Services, does not have the ability to address a data subject request, Product Fruits shall upon the Customer's request provide commercially reasonable efforts to assist the Customer in responding to such data subject request, to the extent Product Fruits is legally permitted to do so and the response to such data subject request is required under data protection laws and GDPR. To the extent legally permitted, the Customer shall be responsible for any costs arising from Product Fruits's provision of such assistance and shall be responsible for correct handling of such request.

6.3 **Information about security attestations**. The Customer is mainly entitled to monitor, and from time to time, including prior to the commencement of the data processing by Product Fruits, audit Product Fruits's compliance with applicable data protection laws and the Agreement, and may perform this right by obtaining information from Products Fruits to provide security attestations and audits such as ISO 27001 and SOC2 and inspecting the stored data and systems as well as other specified under the rules set in Article 6.4. and 6.5. of this DPA.

6.4 **Rules for audit**. The Customer shall send any request for an audit (check) exclusively to Product Fruits's e-mail address privacy@productfruits.com, at reasonable intervals. Upon receipt of an audit request,

Product Fruits and the Customer shall agree in advance on (a) the possible date of the audit, security measures and how to ensure compliance with confidentiality obligations during the audit, and (b) the expected start, extent and duration of the audit. If no agreement is reached within 30 days of the date of the request, Product Fruits shall determine the terms of the audit.

6.5 **Auditor**. Product Fruits may object in the written form to any auditor (authorised person) appointed by the Customer if, in Product Fruits's opinion, the auditor is not sufficiently qualified, is not independent, is in a competitive position with Product Fruits or is otherwise manifestly unsuitable. Following an objection, the Customer shall be obliged to appoint another auditor or to carry out the audit itself. The Customer shall promptly notify Product Fruits with information regarding any non-compliance discovered during an audit.

6.6 **Sub-processors**. The Customer agrees with the involvement of other sub-processors in the processing of personal data. Depending on the type of the Services provided or requested by the Customer, Product Fruits may use other sub-processors or share personal data with other personal data recipients. The Customer hereby agrees that Product Fruits will involve sub-processors listed in Product Fruits webpage at: https://productfruits.com/policies/subprocessors (the "**Sub-processor list**"). The Sub-processor list contains table of *"ENTITIES AS SUB-PROCESSORS ACCORDING TO THE CONCLUDED DPA"* where are included entities that process personal data sub-processors.

6.7 **Objections to involvement of other sub-processors**. Product Fruits shall inform the Customer in written form set by Product Fruits or via updating Sub-processor list about the involvement of the additional sub-processor before the involvement of the additional sub-processor, and the Customer may object to the involvement of the additional sub-processor within 10 business days after notification. If the Customer does not object within the time limit, Product Fruits will engage the additional sub-processor. If the Customer objects, Product Fruits will assess the objection and, if it finds it justified, it will not engage the additional sub-processor or make commercially reasonable change to the Customer's configuration or use of the Services to avoid processing by such sub-processor. If change is not possible, Product Fruits may terminate the contractual relationship with the Customer (or part of it) or not provide the part of the Services to which the additional sub-processor is linked, without being in default or in breach of any obligation. Product Fruits will refund the Customer any prepaid fees covering the remainder of the term of such Agreement following the effective date of termination with respect to such terminated Services, without imposing a penalty for such termination on the Customer.

6.8 **Obligations to other sub-processors.** If Product Fruits engages another sub-processor to process personal data, this other sub-processor must contractually commit to the same obligations to protect personal data as those agreed between the Customer and Product Fruits, to implement appropriate technical and organisational measures.

6.9 **Liability for sub-processor.** Product Fruits shall be liable for the acts and omissions of its sub-processors to the same extent Product Fruits would be liable if performing of the Services of each sub-processor is done directly under the terms of this DPA, except as otherwise set forth in the Agreement.

6.10 **Costs related to the performance of the DPA**. Unless otherwise agreed in written form between Product Fruits and the Customer, the Customer shall bear their own costs associated with the performance of the DPA.

7. SECURITY OF PERSONAL DATA AND PERSONAL DATA BREACHES

7.1 **Obligation to secure personal data**. Product Fruits has adopted and maintains technical and organizational measures to prevent unauthorized or accidental access to, modification, destruction or loss of personal data, unauthorized transmissions, other unauthorized processing or other unauthorized misuse of personal data. Product Fruits regularly monitors compliance with these measures.

7.2 **Third-Party Certifications and Audits**. Product Fruits has obtained the third-party certifications and audits. Upon the Customer's written request at reasonable intervals, and subject to the confidentiality obligations set forth in the Agreement, Product Fruits shall make available to the Customer that is not a competitor of Product Fruits (or the Customer's independent, third- party auditor that is not a competitor of Product Fruits) a copy of Product Fruits's most recent third-party audits or certifications, as applicable.

7.3 **Specific security measures**. In particular, Product Fruits has adopted and maintains the following measures to ensure an adequate level of security:

Technical measures:

a) Pseudonymisation and encryption of personal data:

- the Platform on which personal data are processed allows only secure channels or protocols for inbound network connections;
- the IT systems processing personal data allow only secure channels or protocols;
- cryptographic keys are securely managed.

b) The ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services:

- physical access by personnel of Product Fruits is restricted to authorized persons;
- product Fruits adopted mechanisms to restrict physical or on-line access to servers hosting personal data;
- prevention of unauthorised persons from gaining access to personal data and prevention that personal data will be used without authorization;
- persons authorized to process personal data have access only to those personal data they need and are authorized to access, and that personal data cannot be read, copied, altered or removed without authorisation during processing;
- access is strongly authenticated (e.g., by using strong passwords);
- access rights are periodically checked;
- access attempts (both successful and failed) are logged and monitored;
- Product Fruits’s personnel are prohibited to download and process personal data locally in their workstations or in any other network location;
- all possible failures of the Platform and anomalies are logged.

c) The ability to restore the availability of and access to personal data in a timely manner in the event of physical or technical incidents:

- Product Fruits has adopted the backup process, mechanism and tools;
- restoration procedure, data readability and integrity of backups are periodically tested.

d) Product Fruits has adopted process for regularly testing, assessing and evaluating the effectiveness of the technical and organisational measures in place to ensure the security of processing.

e) Personal data cannot be modified or deleted without authorisation during electronic transmission, transport or storage, and that the recipient entities for any transfer can be established and verified.

Organisational measures:

f) All workers and other personnel engaged in the processing of personal data are informed of the confidential nature of the personal data, have received appropriate training on their responsibilities and have executed written confidentiality agreements.

g) Product Fruits has implemented internal directives and processes to secure personal data processing in accordance with GDPR and other data protection laws.

h) For questions about this DPA, GDPR compliance, data privacy, or any other privacy issues, the Customer may send an email to privacy@productfruits.com.

7.4 **Security incidents**. If Product Fruits discovers a personal data breach, it shall report it to the Customer without undue delay and shall use reasonable efforts to provide the Customer with all information known about the incident, to the extent provided for in Article 33 (3) GDPR. Product Fruits will respond to any request from the Customer to provide assistance in the event of a security breach within undue delay.

7.5 **Unlawful instructions**. If the Customer instructs Product Fruits in such a way that a breach of obligations under the GDPR or other data protection laws occurs, and Product Fruits is sanctioned by a supervisory authority or other regulatory body on the basis of such instruction, or is required to compensate data subjects, the Customer agrees to compensate Product Fruits and pay for any damages incurred upon written notice by Product Fruits.

7.6 **Limitation of liability.** Each party's liability, taken together in the aggregate, arising out of, or related to this DPA, whether in contract, tort or under any other theory of liability, is subject to the limitations of liability set forth in the Agreement, and such limitations apply to the aggregate liability of that.

7.7 **Effectiveness**. This DPA shall become legally binding between the Customer and Product Fruits together with the Agreement.