Data Processing Agreement

This Data Processing Agreement ("DPA") is entered into between the Supplier entity identified in the Order Form executed between the parties and Atlantic Food Waste Partners LLC d/b/a Choco("Choco"), (each "Party" and together the "Parties").

Recitals

A. Under an Order Form concluded by and between the Parties, which is governed by the Master Services Agreement ("MSA") and Service Specific Terms (altogether, the "Agreement"), Choco has agreed to provide Supplier with the provision of the Onboarding and Support Services, Cloud Services, and Integration Services (the "Services"). For the purposes of providing the Services to Supplier, Choco may have access to, collect, or be provided with, Supplier Personal Data (defined below) in relation to which Supplier is subject to certain obligations.

B. This DPA enables Supplier to comply with its obligations when providing or allowing access to Supplier Personal Data by Choco. This DPA is supplemental to, and forms an integral part of, the Agreement. In case of any conflict or inconsistency with the terms of the Agreement, this DPA will take precedence over the terms of the Agreement to the extent of such conflict or inconsistency.

1. Definitions

For the purposes of this DPA:

"CCPA" means the California Consumer Privacy Act of 2018 as amended by the California Privacy Rights Act of 2020, as set forth in California Civil Code § 1798.100 et seq. and all other applicable laws or regulations relating to the processing of personal information promulgated thereunder. Other terms that have meanings ascribed to them in the CCPA, including but not limited to "business", "business purposes", "commercial purposes", "collects", "collected", "collection", "consumer", "de-identified", "personal information", "sell", "selling", "sale", "sold", "service provider" or "third party" shall have the same meaning as in the CCPA.

"Consumer" means the California individual to whom Supplier Personal Data relates.

"Subcontractor" means any processor engaged by Choco or by any other Subcontractor of Choco, which agrees to receive from Choco, or from any other Subcontractor of Choco, Supplier Personal Data intended for processing activities to be carried out on behalf of Supplier and in accordance with its instructions, the terms of this DPA and the terms of the Services Agreement.

"Supplier Personal Data" means any personal data and/or personal information regarding a Consumer, as applicable, provided by Supplier to Choco in connection with the Services or in the course of Choco's performance of the Services.

2. Status of Parties; Details of the processing activities

2.1 The Parties agree that with respect to the provision of Services, as applicable, as to processing of the personal information, Supplier is the "Business" and Choco is the "Service Provider", as such terms are defined in the CCPA.

2.2 Choco and any person acting under its authority, including Subcontractors and those acting under the Subcontractor's authority shall process Supplier Personal Data pursuant to the written instructions provided by Supplier to Choco, and attached hereto as Schedule 1, and only to the extent necessary to fulfil its obligations under this DPA. Any additional instructions outside of the scope of Schedule 1 shall be agreed upon, in writing, by both Parties.

2.3 Supplier warrants and represents that it has obtained all necessary consents and complied with all obligations required by CCPA for making available any Supplier Personal Data to Choco and for allowing collection of Supplier Personal Data by Choco on the Supplier's behalf under the Services Agreement.

3. Obligations of Choco

3.1 Choco agrees:

    (a) to process Supplier Personal Data only:

        (i) on behalf of Supplier and/or the applicable Business and in accordance with Supplier's documented instructions unless otherwise required by the CCPA;

        (ii) for the purpose of carrying out the Services or as otherwise instructed by Supplier; and

        (iii) in compliance with this DPA and the CCPA.

    (b) that it shall not process the Supplier Personal Data other than on Supplier's documented instructions in the Agreement, which include processing to detect data security incidents, protecting against fraudulent or illegal activity, maintaining and improving the Services, managing Supplier's account, creation of datasets of aggregate consumer information and deidentified information, appointing Subcontractors, and any other business purpose or operational purpose permissible under the CCPA for a service provider that does not cause Choco to lose its Service Provider status.

    (c) that it shall not (i) sell the Supplier Personal Data, (ii) retain, use or disclose the Supplier Personal Data for any purpose other than for the business purposes, including retaining, using, or disclosing the personal information for a commercial purpose other than providing the Services or carrying out the instructions of Supplier, or (iii) retain, use, or disclose the Supplier Personal Data outside of the Business relationship between Supplier and Choco.

    (d) that it shall promptly notify Supplier of any requests, complaints, messages, or any other notices received from any third party regarding the processing of the Supplier Personal Data under this DPA (including requests from Consumers to correct, or limit or restrict use of such Consumers' personal information), and that it will reasonably assist Supplier with its obligations to reply to or comply with

requests, provided that Choco reserves the right to reimbursement from Supplier for any reasonable costs incurred as a result of providing such assistance.

(e) that if it is legally required to process Supplier Personal Data otherwise than as instructed by Supplier, it shall notify Supplier before such processing occurs, unless the law requiring such processing prohibits Choco from notifying Supplier on an important ground of public interest, in which case it shall notify Supplier as soon as that law permits it to do so.

(f) that it will provide reasonable assistance to Supplier in fulfilling its legal obligations under the CCPA, and will not knowingly carry out, or omit, any act, that would cause the Supplier to be in breach of the CCPA.

(g) that it has implemented and will maintain reasonable technical, organisational, and security measures to protect Supplier Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, appropriate to the risks represented by the processing and the nature of Supplier Personal Data to be protected. It shall be incumbent upon Supplier to determine whether these measures are sufficient with respect to the circumstances surrounding the data processing that are not known by Choco.

(h) to take reasonable steps to ensure that its personnel who have access to the Supplier Personal Data have committed themselves to confidentiality or are under appropriate statutory obligation of confidentiality.

(i) to inform a Consumer making a request that it should submit the request directly to Supplier.

(j) To notify Supplier if it makes a determination that it can no longer meet its obligations under the CCPA.

(k) to allow for and contribute to audits and assessments, including inspections, conducted by Supplier or another auditor mandated by Supplier, upon terms mutually agreeable to the Parties, to the extent that such information is within Choco's control and Choco is not precluded from disclosing such information by applicable law, a duty of confidentiality, or any other obligation owed to a third party.

4. Subcontractors

Supplier acknowledges that Choco may transfer Supplier Personal Data to Subcontractors and Supplier hereby authorizes Choco to engage and appoint such Subcontractors to process Supplier Personal Data. Supplier also permits each Subcontractor to appoint a Subcontractor on its behalf when necessary. Supplier understands and acknowledges that all Subcontractors authorized by Supplier are acting under the authority and subject to the direct instructions of Supplier. Choco may continue to use those Subcontractors already engaged by Choco, as listed on Schedule 2, or to engage new Subcontractors to process Personal Data. Choco will update the list of sub-processors in Schedule 2 when engaging with new Subcontractors. If Supplier wants to receive an individual notification of an update to the list of Subcontractors, it shall sign up to the notification mechanism available in Schedule 2. Choco shall impose substantially similar data protection obligations vis-à-

vis its Subcontractors which are no less protective than those set forth in this DPA and will remain liable to Supplier for the performance of its Subcontractors under this DPA.

5. Allocation of costs

Except as otherwise specified in this DPA, each Party shall perform its obligations under this DPA at its own cost.

6. Return or Deletion of Supplier Personal Data

Upon Supplier's or a Consumer's request, Choco will delete any Supplier Personal Data at any time during the term of this DPA. Alternatively, upon written request of Supplier or Consumer after expiration or termination of this DPA, Choco will securely destroy all Supplier Personal Data for Supplier. Notwithstanding the foregoing, Choco may decline the deletion requests from Supplier or Consumer if any applicable laws prevent Choco or Subcontractors from doing so.

7. Liability

Each Party's liability towards the other Party in connection with this DPA will be limited in accordance with the applicable terms of the Agreement. Supplier acknowledges that Choco relies on Supplier's directions as to the processing of Supplier Personal Data on behalf of Supplier in connection with Choco's provision of the Services. Consequently, Choco will not be liable under this DPA or the Agreement for any claim resulting from (a) any action or omission by Choco resulting from Choco's compliance with Supplier's instructions or (b) Supplier's failure to comply with its obligations under the CCPA.

8. Miscellaneous

8.1 Schedule 1 and 2 constitute an integral and inseparable parts of this DPA. In the event of inconsistencies between the provisions of this DPA and other agreements between the Parties, the provisions of this DPA shall prevail. In cases of doubt, this DPA shall prevail, in particular, where it cannot be clearly established whether a clause relates to a Party's data protection obligations.

8.2 Should any provision or condition of this DPA be held or declared invalid, unlawful or unenforceable by a competent authority or court, then the remainder of this DPA shall remain valid. Such an invalidity, unlawfulness or unenforceability shall have no effect on the other provisions and conditions of this DPA to the maximum extent permitted by law. The provision or condition affected shall be construed either: (a) to be amended in such a way that ensures its validity, lawfulness and enforceability while preserving the Parties' intentions, or if that is not possible, (ii) as if the invalid, unlawful or unenforceable part had never been contained in this DPA.

8.3 Any amendments to this DPA shall only be effective in they are made in writing duly signed by authorised representatives of the Parties hereto.

Schedule 1

Data Processing Instructions

This Schedule forms part of the DPA.

Purposes

The Supplier Personal Data shall be processed for the provision of the Onboarding and Support Services, Cloud Service, and Integration Services.

Consumers

The personal data concerns the following categories of data subjects (please specify):

Personal Data relevant to the Services, the extent of which is determined and controlled by Supplier in its sole discretion, and which may include, but is not limited to Personal Data relating to the following categories of data subjects:

- Employees or contact persons of Supplier's prospects and customers
- Employees, consultants, agents, advisors, freelancers of Supplier (who are natural persons)
- Supplier's users authorized by Supplier to use the Services

Categories of data

The personal data concerns the following categories of data (please specify):

Personal Data relevant to the Services, the extent of which is determined and controlled by Supplier in its sole discretion, and which may include, but is not limited to the following categories of Personal Data:

- First and last name
- Position
- Contact information (company, email, phone, physical business address)
- ID data
- Device data
- Onboarding messages statistics
- In-App Campaign message statistics
- Any other data provided directly or indirectly by Supplier, its Authorized Users and/or Personnel of its Customers

Special categories of data (if appropriate)

The personal data concerns the following special categories of data (please specify):

None. The personal data processed will not include sensitive personal data including information about racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, sex life, government issued identification numbers, health or medical records, financial information and criminal records.

Processing operations

The personal data will be subject to the following basic processing activities (please specify):

Collect, store, and process Supplier Personal Data to perform, operate, maintain, support and improve the Services pursuant to the Agreement, including the activities such as detecting data security incidents, protecting against fraudulent or illegal activity, managing Supplier's account, creating datasets of aggregate consumer information and deidentified information and appointing subcontractors.

Duration

The personal data will be processed by Choco for the duration of the Services Agreement.

Schedule 2

Subcontractors

Name	Entity Location	Purpose
Amazon Web Services, Inc.	USA Location of processing: EU West 1 (Ireland, EU)	Cloud Infrastructure
Google Cloud EMEA Limited	Ireland Location of processing: EU West 1 (Ireland, EU)	Cloud Storage
Salesforce.com Germany GmbH	Germany Location of processing: EU43 (Frankfurt, Germany; Paris, France)	CRM

Invisible Technologies Inc	USA	Back-office services
Iterable, Inc	USA	CRM
Mindbridge Private Limited	Pakistan	Back-office services
Lobster DATA GmbH	Germany	Integration tool
N8N GmbH	Germany	Integration tool
Salesloft Inc	USA	Communication tool
Twilio Ireland Limited	Ireland	Communication tool
The Mail Track Company, S.L.	Spain	Customer outreach tool
Segment.io, Inc.	US Location of processing: S3 AWS (Ireland, EU)	Customer data platform
Aircall SAS	France	Customer outreach tool
OpenAI, L.L.C.	USA	Generative AI services
Choco Communications DACH GmbH	Germany	Intra-group services
Choco Communications Espagna SL	Spain	Intra-group services
Choco Communications SAS	France	Intra-group services
Atlantic Food Waste Partners LLC dba Choco	USA	Intra-group services

We may need to add new Subcontractors to the list above. If you'd like to receive a notification of these new Subcontractors, you can subscribe to our emailing list on this link: https://choco.com/us/subprocessors.