DATA PROCESSING ADDENDUM

This Data Processing Addendum (the "DPA") is entered into between The Pasha Group and its Affiliates (collectively "Pasha") and the entity who has contracted with Pasha (the "Vendor") for the provision of certain services (the "Services") which include the processing of Personal Data pursuant to the terms of an agreement between Pasha and the Vendor (the "Agreement") and is incorporated into the terms of the Agreement. This DPA governs the processing of Personal Data that is provided to Vendor by or on behalf of Pasha under the Agreement. To the extent that the terms set forth in this DPA conflict with the terms of the Agreement, the terms of this DPA will govern. For good and valuable consideration the parties agree as follows:

DEFINITIONS. These terms will have the meanings set forth below for the purposes of this DPA. Any capitalized terms used in this DPA which are not defined below will be defined as set forth in the Agreement.

"Affiliate" of an entity means any entity that directly or indirectly controls, is controlled by, or is under common control with such entity.

"Applicable Data Protection Law" means all laws and regulations applicable to the Processing of Personal Data under the Agreement, including but not limited to the CCPA and the GDPR.

"CCPA" means the California Consumer Privacy Act of 2018 together with the California Privacy Rights Act of 2020 and any subordinate legislation or regulations.

"Data Subject" means the identified or identifiable person to whom Personal Data relates.

"EEA" means the European Economic Area.

"GDPR" means the 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 (General Data Protection Regulation).

"Personal Data" means any information relating to a Data Subject who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

"Restricted Transfers" means the transfer of Personal Data to a Third Country and includes transfers to Vendor and onward transfers from Vendor to Subprocessors.

"Subprocessor" means a processor appointed by Vendor, on its behalf, to process Personal Data on behalf of Pasha or any Pasha Affiliate in connection with the Agreement.

"Third Country" means a country or territory outside the EEA that is not subject to a finding by the European Commission that the territory provides adequate protection for the privacy rights of individuals.

1. Processing of Personal Data:

    (a) The parties acknowledge and agree that with regard to the processing of Personal Data, Pasha is acting as the "Data Controller", Vendor is acting as a "Data Processor" as such terms are defined

under the GDPR. Vendor may engage Subprocessors pursuant to the requirements set forth in Section 8, below.

(b)   Pasha has all necessary rights to provide the Personal Information to Vendor for the processing of Personal Data to be performed in relation to the Services. Pasha is responsible for ensuring that all necessary privacy notices are provided to Data Subjects and that any necessary Data Subject consents are obtained and maintained as required. Should a consent be revoked by a Data Subject, Pasha is responsible for communicating such revocation to Vendor.

(c)   The subject-matter of processing of Personal Data by Vendor is the performance of the Services pursuant to the Agreement. Vendor will be allowed to exercise its own discretion in the selection and use of such means as it considers necessary to pursue processing Personal Data to perform the Services, provided that all such discretion is compatible with the requirements of this DPA and the Agreement.

2.   Instructions: Vendor will only process the Personal Data on the documented instructions of Pasha to the extent that this is required for the provision of the Services. Should Vendor reasonably believe that a specific processing activity beyond the scope of Pasha's instructions is required to comply with a legal obligation to which Vendor is subject, Vendor will inform Pasha of that legal obligation and seek explicit authorization from Pasha before undertaking such processing.

3.   Confidentiality: Without prejudice to any existing contractual arrangements between the parties, Vendor will treat all Personal Data as confidential and it will inform all its employees, agents and Subprocessors engaged in processing the Personal Data of the confidential nature of the Personal Data. Vendor will ensure that all such persons or parties have signed an appropriate confidentiality agreement, are otherwise bound to a duty of confidentiality, or are under an appropriate statutory obligation of confidentiality

4.   Compliance with Law: Vendor will comply with Applicable Data Protection Law. With respect to the CCPA, Vendor is acting solely as a Service Provider or Contractor and certifies that it understands and will comply with the following obligations: (a) Vendor is receiving the Personal Data from Pasha pursuant to a business purpose; (b) Vendor will not disclose the Personal Data to a third party, except to those of its employees, agents and Subprocessors who are engaged in the processing of Personal Data, including without limitation in any manner that would constitute a sale, selling or sharing of the Personal Data under the CCPA; (c) Vendor will retain, use or disclose Personal Data only for the specific purpose of performing the Services, and (d) Vendor will not retain, use or disclose Personal Data outside of its direct business relationship with Pasha. Vendor will notify Pasha immediately if it makes a determination that it can no longer meet its obligation to comply with Applicable Data Protection Law, in which case Pasha is entitled to suspend the transfer of Personal Data to Vendor and/or terminate the Agreement.

5.   Combination: Vendor will not combine the Personal Data with Personal Data which it receives from or on behalf of any entity other than Pasha, including with Personal Data it receives directly from the Data Subject.

6.   Security: Vendor will implement, and ensure that each Subprocessor implements, appropriate technical and organizational measures to ensure a level of security of processing Personal Data appropriate to the risk, taking into account the state of the art, the costs of implementation, and the nature, scope, context and purposes of processing, as well as the risk of to the privacy rights and freedoms of natural persons. These measures will include, at a minimum, the security measures described in Appendix A which is attached hereto and made a part hereof by this reference. Without limiting the foregoing, Vendor will ensure that Personal Data is kept secure and in an encrypted form, and will use all reasonable security practices and systems applicable to the use of Personal Data to prevent, and take prompt and proper remedial action

against, unauthorized access, copying, modification, storage, reproduction, display, or distribution of Personal Information.

7. Data Breach: Vendor will notify Pasha without undue delay (and in any event within 48 hours of becoming aware) upon Vendor, or any Subprocessor becoming aware of any unauthorized access or disclosure affecting Personal Data ("Data Breach"). Vendor's notice to Pasha of a Data Breach will provide Pasha with sufficient information to allow Pasha to report or inform Data Subjects of the Data Breach under the Applicable Data Protection Laws. Vendor will cooperate with Pasha and take such reasonable commercial steps as are directed by Pasha to assist in the investigation, mitigation, and remediation of each such Data Breach.

8. Subprocessors:

(a) Pasha authorizes Vendor to engage third party Subprocessors in connection with the provision of the Services in accordance with the terms of this DPA.

(b) Vendor will maintain an up-to-date list of its Subprocessors and will make the current list of Subprocessors available to Pasha on request. Vendor may continue to use those Subprocessors already engaged as of the date of this DPA, provided that such Vendor's use of such Subprocessors complies with the provisions of this DPA.

(c) Vendor will provide Pasha at least 30 days prior written notice of the appointment of any new Subprocessor, including full details of the processing to be undertaken by the Subprocessor to provide the opportunity for Pasha to object to the appointment. If, within ten business days of the receipt of such notice, Pasha notifies Vendor in writing of any objections to the proposed appointment, Vendor will work with Pasha in good faith to make reasonable efforts to address Pasha's objections. If Pasha's objections to a new Subprocessor cannot be addressed, and Vendor cannot change the provision of the Services to avoid the use of the proposed Subprocessor within ten business days from Vendor's receipt of Pasha's notice, notwithstanding anything in the Agreement, Pasha may by written notice to Vendor with immediate effect terminate the Agreement to the extent that it relates to the Services that require the use of the proposed Subprocessor, without further liability to Pasha other than for services provided by Vendor and not paid for by Pasha as of the date of such termination.

(d) Vendor will ensure that each Subprocessor performs the obligations required by the terms of this DPA as they apply to the processing of Personal Data undertaken by that Subprocessor as if the Subprocessor were a party to this DPA. Vendor will be liable for the acts and omissions of its Subprocessors under this DPA and the Agreement to the same extent Vendor would be liable if performing the services of each Subprocessor directly.

9. Data Subject Rights:

(a) Taking into account the nature of Vendor's processing of Personal Data, Vendor will reasonably assist Pasha by implementing appropriate technical and organizational measures, insofar as this is possible and commercially reasonable, for the fulfilment of Pasha's obligations to respond to requests to exercise Data Subject rights under the Applicable Data Protection Law.

(b) Vendor will promptly notify Pasha if Vendor receives a request from a Data Subject under Applicable Data Protection Law related to Personal Data and will not respond to such request except on the documented instructions of Pasha or as required by applicable laws to which Vendor is subject, in which case Vendor will, to the extent permitted by applicable laws, inform Pasha of that legal requirement before Vendor responds to the request.

10. Data Protection Impact Assessment: Vendor will provide reasonable assistance to Pasha with any data protection impact assessments, and prior consultations with any competent data privacy authorities solely in relation to the processing of Personal Data by, and taking into account the nature of the processing and information available to Vendor and Subprocessors.

11. Audit Rights:

(a) Vendor will make available to Pasha on request all information reasonably necessary to demonstrate compliance with this DPA, and will allow for and contribute to audits, including inspections, by Pasha or an auditor mandated by Pasha in relation to the processing of Personal Data by Vendor. Information and audit rights of Pasha only arise under this section to the extent that the Agreement does not otherwise give Pasha information and audit rights meeting the relevant requirements of Applicable Data Protection Law.

(b) Pasha will give Vendor reasonable notice of any audit or inspection to be conducted hereunder and will make (and ensure that each of its mandated auditors makes) reasonable efforts to avoid causing (or, if it cannot avoid, to minimize) any damage, injury, or disruption to Vendor premises, equipment, personnel, and business while its personnel are on those premises in the course of such audit or inspection.

12. Restricted Transfers: Where required by Applicable Data Protection Law or as may be requested by Pasha, Vendor will cooperate in good faith and enter into agreements with Pasha and Subprocessors governing Restricted Transfers ("Data Transfer Agreement(s)"). All Data Transfer Agreements are deemed to be incorporated into this DPA. Additionally, and without limiting the foregoing, as required by the GDPR, Pasha or Vendor (as "data exporter") and Vendor or Subprocessor, as appropriate (as "data importer"), will enter into the Standard Contractual Clauses for data transfers between the EEA and a Third Country, or such replacement agreement or legal mechanism acknowledged by the European Commission as providing appropriate safeguards in respect of any Restricted Transfer.

13. Return or Destruction of Personal Data: Upon termination of this DPA, upon Pasha's written request, or upon fulfillment of all purposes agreed in the context of the Services whereby no further processing is required, Vendor will, at the discretion of Pasha, either delete, destroy or return all Personal Data to Pasha and destroy or return any existing copies. Vendor will notify all third parties supporting its own processing of the Personal Data, including but not limited to Subprocessors, of the termination of the DPA and will ensure that all such third parties will either destroy the Personal Data or return the Personal Data to Pasha, at the discretion of Pasha.

14. Full Agreement: This DPA and the Agreement constitute the complete and final agreement of the parties and supersede the parties' prior agreements, understandings and discussions relating to Vendor's processing of Personal Data.

APPENDIX A – SECURITY MEASURES

Vendor agrees to undertake at least the following security measures to protect the Personal Data:

1. Ensure that the Personal Data can be accessed only by authorized personnel for the purposes set forth in the DPA.

2. Take all reasonable measures to prevent unauthorized access to the Personal Data through the use of appropriate physical and logical (passwords) entry controls, securing areas for data processing, and implementing procedures for monitoring the use of data processing facilities.

3. Build in system audit trails for access to, processing, transfer, or any other use of Personal Data.

4. Use secure passwords, network intrusion detection technology, encryption and authentication technology, secure logon procedures and virus protection.

5. Account for all the risks that are presented by processing, for example from accidental or unlawful destruction, loss, or alteration, unauthorized or unlawful storage, processing, access or disclosure of Personal Data.

6. Ensure encryption of Personal Data, in transit and at rest.

7. Maintain the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services.

8. Maintain the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident.

9. Implement a process for regularly testing, assessing, and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing of Personal Data.

10. Monitor compliance with security measurements and requirements on an ongoing basis.

11. Implement measures to identify vulnerabilities with regard to the processing of Personal Data in systems used to provide services to Pasha.

12. Provide employee and contractor training to ensure ongoing capabilities to carry out the security measures established in Vendor's security policy.